CABLE TELEVISION LICENSE

Granted To

Cogeco US (NH-ME), LLL
d/b/a Breezeline

Granted By

THE CITY OF AMESBURY,
MASSACHUSETTS

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AMESBURY LICENSE

INTRODUCTION

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

WHEREAS, the Issuing Authority conducted an ascertainment hearing, pursuant to Section 626 of the Cable Act, on JUNE 27, 2022 in order to (1) ascertain the future cable related community needs and interests of Amesbury; and

WHEREAS, Breezeline submitted a proposal and Massachusetts Cable Division Form 100 to the City of Amesbury, dated March 21, 2022 for a license to operate and maintain a Cable Television System in the City of Amesbury; and

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

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Access Provider - shall mean the person, group or entity, or non-profit corporation, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this License and 47 U.S.C. 531.

(b) Affiliate - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Breezeline but does not include Affiliated Entities that are not involved with the use, management, operation, construction, repair and/or maintenance of Breezeline's Cable Systems.

(c) Basic Cable Service - shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

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

(e) Cable Television System or Cable System - shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the City of Amesbury, 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 a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-w ay; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

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

(g) Department or OTC - shall mean the Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws ("M .G.L.") and Chapter 19 of the Acts of 2007 or its successor.

(h) Drop - shall mean the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(i) Effective Date - shall mean the date when the license is fully executed.

(j) FCC - shall mean the Federal Communications Commission or any successor governmental entity.

(k) Franchise Fee - shall mean the payments to be made by Licensee to the Issuing Authority, the City of Amesbury and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(l) Gross Annual Revenues - shall mean the revenues received by the Licensee and/or its Affiliates derived from the operation of the Cable System to provide Cable Service, accrued in accordance with generally accepted accounting principles (GAAP in the United States), and shall include, without

limitation: the revenues derived from the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees ("Fee-on Fee"); all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Services and Pay-Per View revenues; video on demand Cable Services; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of the advertising revenues accrued by such Affiliate or other Person for such Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the City that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(m) Issuing Authority - shall mean the Board of Selectmen of the City of Amesbury, Massachusetts, or the lawful designee thereof.

(n) Licensee - shall mean Cogeco US (NH-ME), LLC d/b/a Breezeline, or any successor or transferee in accordance with the terms and conditions in this License.

(o) License Fee - shall mean the payments to be made by Licensee to the Issuing Authority, the City of Amesbury and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(p) Multichannel Video Programming Distributor - shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or

a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(q) Outlet - shall mean an interior receptacle that connects a television set to the Cable Television System.

(r) PEG Access User - shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

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

(t) Public, Educational and Governmental Access Channel - shall mean a video channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

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

(v) Public Way - shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the City of Amesbury, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the City of Amesbury for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing,

operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(w) Public Buildings - shall mean those buildings owned or leased by the Issuing Authority for municipal government administrative purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(x) License - shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(y) Signal - shall mean any transmission which carries Programming from one location to another.

(z) Standard Installation - shall mean the standard one hundred twenty-five foot (150') aerial Drop connection to the existing distribution system.

(aa) Subscriber - shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.

(ab) Subscriber Network - shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ac) City- shall mean the City of Amesbury, Massachusetts.

(ad) Trunk and Distribution System - shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s)to Subscriber's residences.

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

ARTICLE 2

GRANT OF LICENSE

SECTION 2.1 - GRANT OF LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive License to Cogeco US (NH-ME), LLC d/b/a Breezeline, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the City of Amesbury. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

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

(c) 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 Television System within the Public Way.

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

The term of this non-exclusive License shall be for a period of ten (10) years and shall commence on July 1, 2022 and shall expire at midnight on June 30, 2032.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS [SEE M.G.L. c. 166 §22-25]]

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

SECTION 2.4 - LICENSE [SEE M .G.L. c. 166A §13]

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

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

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this License shall (A) abrogate the right of the Issuing Author ity to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways.

This License is a contract and except as to those changes which are the result of the Issuing Authority's lawful exercise of its general police power, the Issuing Authority may not take any unilateral action which materially changes the explicit mutual promises in this License. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. In the event of any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, such conflicts may be referred to a mutually agreed-upon arbitrator, or to a Court of appropriate jurisdiction. Notwithstanding any other provision of this License, Licensee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Issuing Authority that conflicts with its contractual rights under this License, either now or in the future.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSEE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses or other authorizations to other Cable Service providers or wireline based video service providers within the City for the right to use and occupy the Public Ways or streets within the Issuing Authorities jurisdiction. If any such additional or competitive license or other authorization is granted by the Issuing Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this License, including, but not limited to: franchise fees; payment schedules, insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this License to include any more favorable or less burdensome terms or conditions.

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

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) or other authorization shall be on equivalent terms and conditions as those contained in this License .

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

(e) In the event that Licensee believes that any additional license(s) or other authorization has been granted on terms or conditions more favorable or less burdensome than those contained in this License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) or other authorization are on terms more

favorable or less burdensome than those contained in this License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

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

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider or wireline based video service provider in the City has been provided relief by the Issuing Authority from any obligation of its license, then Licensee shall be awarded an equivalent amount of relief from the material obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in the City have been provided relief by the Issuing Authority from any obligation of its cable television license or other similar lawful authorization. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested to justify its belief; provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Licensee shall make Cable Service available to every residential dwelling unit within the City where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Licensee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of Licensee's Distribution Cable. For non-Standard Installations Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the City which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting City(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting City.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred fifty feet (150 ft.) of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

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

SECTION 3.2 - SUBSCRIBER NETWORK

Licensee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

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

SECTION 3.4---EMERGENCY ALERT OVERRIDE CAPACITY

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

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1- SYSTEM MAINTENANCE

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

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

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

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

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

(f) Upon written notice from the Issuing Authority, Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and

a safety deficiency within forty-eight **(48)** hours of receipt of notice and shall notify the Issuing Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the City where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the City where public utility lines are aerially placed, if subsequently during the term of the License such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

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

(d) Nothing in this Section shall be construed to require Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 -TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage to trees, structures, and improvements in and along the routes authorized by the Issuing Authority.

SECTION 4.5 - STRAND MAPS

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format if they exist in such format. The Licensee shall not be required to provide a particular type of electronic format which is different from that maintained by Licensee.

SECTION 4.6 - BUILDING MOVES

(a) In accordance with applicable laws, Licensee shall , at its sole expense, upon the written request of any person holding a building moving permit issued by the City, temporarily raise or lower its

wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

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

SECTION 4.7 - DIG SAFE

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

SECTION 4.8 - DISCONNECTION AND RELOCATION

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

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

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

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable

Television System, the City shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment.

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

SECTION 4.10 - PROHIBITION AGAINST RESELLING OF SERVICE

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

SECTION 4.11- SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight **(48)** hours' notice to all affected Subscribers.

SECTION 4.12 - COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service(s) available to any commercial establishments in the City provided that said establishment(s) agrees to pay for construction, installation and monthly subscription costs as established by the Licensee, including any costs of extending the Trunk and Distribution System, if necessary in order to provide such Cable Service.

SECTION 4.13 - SERVICE OUTAGE NOTIFICATION

Upon written request, the Licensee shall explain any significant service outages in the City to the Issuing Authority and/or its designee(s).

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

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

SECTION 5.2 - PROGRAMMING

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

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts DTC Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

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

SECTION 5.4 - STEREO TV TRANSMISSIONS

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

SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE

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

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1- PEG ACCESS CHANNEL(S)

(a) Use of a video channel for Public, Educational and Governmental ("PEG") Access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User - whether an individual, educational or governmental user - acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee may not, however, change any PEG channel number without 30 days' notice to the Issuing Authority. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall make available two (2) HD channel(s) for Public, Educational, and Governmental (PEG) Access Programming to be used for public access video programming provided by the Issuing Authority or its designee, educational access video programming provided by the Issuing Authority or its designated educational institution(s), and governmental access video programming provided by the Issuing Authority.

(c) INTENTIONALLY LEFT BLANK

(d) A Public, Educational and Governmental Access Channel may not be used to cablecast for- profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below.

(e) In the event that the Issuing Authority, its designee(s) or other PEG Access User elects not to program a PEG Access channel for a period of one hundred twenty (120) days or more, the Licensee may thereafter use such channel capacity that is not being used for PEG Access purposes, subject to the right of the Issuing Authority to reclaim said channel capacity for its PEG Access use or the PEG Access use of its designee(s) or other Access Users.

SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the City as follows:

(1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;

(2) Manage the annual funding, pursuant to Section 6.4 below;

(3) Conduct training programs in the skills necessary to produce PEG Access Programming;

(4) Provide technical assistance and production services to PEG Access Users;

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

(6) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;

(7) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and

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

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination location listed in **Exhibit B** to Licensee-owned headend or hub-site on a Licensee -owned upstream channel made available, without charge, to the City for its use. At Licensee -owned headend or hub-site, said PEG Access Programming shall be retransmitted in the downstream direction on two Licensee - owned Subscriber Network downstream PEG Access Channels.

(b) In order that the Issuing Authority and/or its designee(s) can cablecast its HD Programming over Licensee's downstream HD Peg Access Channel, the Licensee shall provide (i) a fiber or suitable IP connection to and from a site to be designated by the Issuing Authority within twenty -four (24) months after the commercial activation date, and (ii) an HD digital receiver and transmitter at said location and at Licensee's Headend for the purpose of providing HD PEG Access video return capability from said location, without charges to the Issuing Authority or the City. At Licensee -owned Headend, said PEG Access Programming shall be retransmitted in the downstream direction on one Licensee- owned Subscriber Network downstream HD PEG Access Channel.

(c) City and/or Access Provider shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from the location listed in **Exhibit B** to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

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

(e) There shall be no charge to the City, its Issuing Authority, the Access Provider or Access Users for the provision of PEG Access Origination, video return or cable casting as required by this Section 6.3.

SECTION 6.4 - PEG ACCESS SUPPORT

(a) Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, equal to five percent (5%) of its Gross Annual Revenues, less applicable License Fees and assessments from any state or other governmental agencies, effective July 1, 2021. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations, equipment and/or facilities. Said five percent (5%) Franchise Fee shall be made to the Issuing Authority, or its designee, on a quarterly basis. Licensee shall provide payments on or before each February 15th, May 15th, August 15th, and November 15th based on Gross Revenues from the previous calendar quarter.

(b) The Licensee shall provide capital funding to the Issuing Authority or its Access Designee for PEG Access and cable related equipment and/or facilities (the "PEG Access Capital Funding") in the amount of Two Hundred Fifty Thousand Dollars ($250,000), payable in ten annual payments of Twenty- Five Thousand Dollars ($25,000), the first payment of which will be made no later than ninety (90) days after the effective date of this License. A final payment of $25,000 will be made on or before _____2031.

SECTION 6.5 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

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

(b) Nothing in this Section 6.5 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulation.

SECTION 6.6 - INTERCONNECTION WITH COMPETING CABLE LICENSEE

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee's current system for purposes of obtaining PEG Access Programming from the Licensee's PEG Access channels without the prior written consent of Licensee.

SECTION 6.7 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Issuing Authority and/or the Access Provider shall indemnify the Licensee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Issuing Authority's rules for or administration of PEG Access Programming.

SECTION 6.8 - MISCELLANEOUS PEG ACCESS MATTERS

(a) It shall be the Licensee's sole responsibility to ensure that said PEG Access Programming is properly switched electronically to the appropriate Downstream Channel, in an efficient and timely manner. The demarcation point between the equipment owned, operated and maintained by the Licensee and the equipment owned, operated and maintained by the City and/or its Access Designee shall be the output of the City and/or the Access Designee modulator at any of the origination sites listed in Exhibit B or constructed pursuant to Section 3.4 above.

(b) The Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from the location(s) listed in Exhibit B or constructed pursuant to Section 3.4 above to the designated Licensee-owned Subscriber Network downstream PEG Access Channel at no charge to the

City or its Access Designee. Subject to Licensee rights to pass-through Access costs in accordance with law, there shall be no charge to the City or its Access Designee for use of the PEG facilities or Channels provided hereunder.

(c) The Licensee shall monitor the PEG Access Channels, including any video origination channels used for upstream Access originations, for technical quality and shall ensure that such channels are maintained at standards commensurate with those which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

(d) Licensee may require access to the City and/or its Access Designee owned modulator(s) for the purpose of testing and/or adjusting output levels of the modulator(s) and Licensee shall test and adjust the output levels if reasonably needed, however, Licensee may require the Issuing Authority or its Access Designee, as applicable, to first test and determine if end-user equipment is the source of apparent signal problems, if any.

(e) The Issuing Authority or its Access Designee may require members of the public to assume individual responsibility for any PEG Access program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the City and Licensee harmless for same, subject to Cable Act and FCC requirements. It is the intent of the parties that producers be on notice that neither the Licensee nor the Issuing Authority shall 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. Further, The Issuing Authority or its Access Designee may, at its discretion, adopt and enforce lawful Access Programming rules and guidelines.

(f) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for payment.

(g) Consistent with the current underwriting standards for charitable non-profit, non-commercial television stations, notices of support and underwriting may be included within or adjacent to PEG Access Programming on the Access Channels

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1- CUSTOMER SERVICE

(a) Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.1603 and §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the Billing Practice regulations promulgated by the Department, 207 CMR sec. 10.00, et seq., as they currently exist, or as they may be amended from time to time.

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

SECTION 7.2- CUSTOMER SERVICE CALL CENTER

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

SECTION 7.3 - CONSUMER COMPLAINT PROCEDURES [SEE M .G.L. c. 166A §10]

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

SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY

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

SECTION 7.5 - PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this License, Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who shall agree to maintain the confidentiality of all such information. Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Licensee to be competitively sensitive. In the event that the Issuing Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information Licensee has designated as confidential, trade secret or proprietary, the Issuing Authority shall notify Licensee of such request and, to the extent permitted by law, cooperate with Licensee in opposing such request.

SECTION 7.6- EMPLOYEE IDENTIFICATION CARDS

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

SECTION 7.7-SERVICE INTERRUPTIONS [SEE M.G.L. c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing

cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1- PRICES AND CHARGES

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

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

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

SECTION 9.2 - INSURANCE

(a) Licensee shall carry insurance throughout the term of this License and any removal period pursuant to M.G.L. c. 166A, § 5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this License, Licensee and listing the City as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars ($1, 000,000). The amount of such insurance for excess liability shall be Five Million Dollars
($5,000,000) in umbrella form.

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

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this License. All expenses incurred for said insurance shall be at the sole expense

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

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

SECTION 9.3 - PERFORMANCE BOND

(a) Licensee has submitted and shall maintain throughout the duration of this License and any removal period pursuant to M.G.L. c. 166A, § 5(f) a performance bond in the amount of Twenty- five Thousand Dollars ($25,000) running to the City with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

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

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

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

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

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

SECTION 9.4 - LICENSE FEES

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

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG Access Annual Support (Section 6.4) and (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) interest due herein to the Issuing Authority because of late payments; and (ii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the City pursuant to this Section shall be made payable to the City unless otherwise agreed to in writing by the parties, and unless the Issuing Authority authorizes payment directly to its designee.

SECTION 9.5 - REPORTS

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

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

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.7 - REVOCATION OF LICENSE

The License issued hereunder may after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

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

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

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

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

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

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

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

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

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

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

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

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

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

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

SECTION 9.9 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this License, liquidated damages shall be paid by the Licensee to the City, subject to Section 9.8 (Notice and Opportunity to Cure) above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 9.8 (Notice and Opportunity to Cure) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 9.8 (Notice and Opportunity to Cure) above.

(1) For failure to request the advance, written approval of the Issuing Authority for any transfer of the License in accordance with Section 9.10 (Transfer or Assignment) herein, One Hundred and Fifty Dollars ($150.00) per day, for each day that such non-compliance continues;

(2) For failure to comply with the FCC's Customer Service Obligations, and the Massachusetts OTC Billing Practices Regulation 207 CMR §10.01 et seq., as set forth in Sections 7.1 and 7.2, and as each may from time to time be amended, Fifty Dollars ($50.00) for each day that any such non-compliance continues;

(3) For failure to operate and maintain the Cable Television System, in accordance with Sections 4.1 (Subscriber Network) and Section 6.3 (PEG Cablecasting) herein, Fifty Dollars ($50.00) per day, for each day such non-compliance continues;

(4) For failure to comply with the PEG Access commitments contained in Article 6 (PEG Access Channels and Support) herein, Fifty Dollars ($50.00) per day, for each day such non-compliance continues longer than 30 days;

(5) For failure to maintain the bonds and insurance required by Article 9 (Insurance and Performance Bonds) herein, One Hundred Dollars ($100.00) per day, for each day of non-compliance.

(b) all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and each violation or a failure may only be assessed as a single material violation.

SECTION 9.10 - TRANSFER OR ASSIGNMENT

This License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Department. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L. c.166A Section 7. Under 207 CMR 4.00, an "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.11- REMOVAL OF SYSTEM

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

been abandoned. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Licensee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

SECTION 9.12 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to M.G.L. c. 166A, and the rules and regulations of the FCC and the Department, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this License to the extent that any provision of this License conflicts with or is inconsistent with such generally applicable local laws, rules or regulations.

SECTION 9.13 - NO THIRD PARTY BENEFICIARIES

Nothing in this License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this License.

SECTION 9.14 NON-PERFORMANCE BY LICENSEE

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

(b) Failure of the City 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.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

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

SECTION 10 .3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) nationally recognized overnight courier service or other means as allowed by applicable law to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

City of Amesbury
Attn : Mayor of Amesbury
62 Friend Street
Amesbury, MA 01913

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

Breezeline
Attn: General Counsel
3 Batterymarch Park
Suite 200
Quincy, MA 02169

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

SECTION 10.4 - ENTIRE AGREEMENT

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

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

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

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

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

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

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

SECTION 10.7 -APPLICABILITY OF LICENSE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 1st DAY OF July, 2022.

CITY Of AMESBURY,
By: Kassandra Gove

COGECO US (NH-ME), LLC d/b/a Breezeline
By: Leslie J. Brown
Sr. Vice President &
General Counsel

EXHIBIT A

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT B

VIDEO ORIGINATION LOCATIONS

Amesbury Community Television Studio	**330 Commercial Street**
Amesbury City Hall	**260 Commercial Str**