

RENEWAL
CABLE TELEVISION LICENSE
FOR
THE CITY OF BEVERLY,
MASSACHUSETTS

By
Comcast of Massachusetts I, Inc.

May 4, 2011 – May 3, 2021

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BEVERLY RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the City of Beverly, Massachusetts (hereinafter the "City"), said license having commenced on May 4, 2001;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated June 2, 2008 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated January 3, 2011;

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

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

WHEREAS, the City's Mayor, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein. It shall be understood that citations or references to statutes or regulations found in this Renewal License shall include any amendments to such statutes or regulations as may be adopted during the term of this Renewal License.

- (a) Access Provider – shall mean the person, group or entity, or non-profit corporation or agency, 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 Renewal License and 47 U.S.C. 531.
- (b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.
- (c) 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.
- (d) Cable Division – shall mean the Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A) or its successor

- (e) 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.
- (f) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the City of Beverly, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.
- (g) Drop – shall mean the coaxial cable that connects a home or building to the feeder cable of the Subscriber Network or Institutional Network.
- (h) Effective Date – shall mean May 4, 2011.
- (i) FCC – shall mean the Federal Communications Commission or any successor governmental entity.
- (j) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the City of Beverly 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.
- (k) Gross Annual Revenues – means the Cable Service revenue derived by the Licensee from the operation of the Cable System in the Franchise Area to provide Cable Services,

calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, installation fees and equipment rental fees. Gross Revenue shall not include any Franchise Fee or License Fee (“fee-on-fee”), refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

- (l) Institutional Network (“I-Net”) – a broadband fiber network constructed by Licensee within the City, for the non-commercial use of the City for the entire term of this Renewal License.
- (m) Issuing Authority – shall mean the Mayor of the City of Beverly, Massachusetts, or the lawful designee thereof.
- (n) Licensee – shall mean Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License, and all applicable laws.
- (o) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the City of Beverly and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.
- (p) Modulator – shall mean CATV modulator or equivalent device used for video signal transport.
- (q) 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.
- (r) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.
- (s) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

- (t) 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.
- (u) 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, as well as by the Issuing Authority.
- (v) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Beverly residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.
- (w) Public Buildings – shall mean those buildings owned or leased by the City for municipal government administrative purposes, and shall not include buildings owned by City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.
- (x) 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 Beverly, 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 Beverly 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.

- (y) Renewal License or License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.
- (z) Signal – shall mean any transmission which carries Programming from one location to another.
- (aa) Standard Installation – shall mean the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system.
- (bb) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Licensee's express permission.
- (cc) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.
- (dd) City – shall mean the City of Beverly, Massachusetts.
- (ee) 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.
- (ff) 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 RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts I, Inc., a Delaware Corporation, 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 Beverly. 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 Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

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

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

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on May 4, 2011 following the expiration of the current license, and shall expire at midnight on May 3, 2021.

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 - RENEWAL [SEE M.G.L.c. 166A §13]

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

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by 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 Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/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. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses to other Cable Service providers within the City for the right to use and occupy the Public Ways or streets within the Issuing Authority's jurisdiction. If any

such additional or competitive license is granted by the Issuing Authority which, in the reasonable opinion of Licensee, contains more favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: Franchise Fees, payment schedules, insurance, system build-out requirements, performance bonds or similar instruments, Public, Educational and Governmental Access Channel(s), 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 Renewal License to include any such more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television license 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) shall be on equivalent terms and conditions as those contained in this Renewal License.

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

(e) In the event that Licensee believes that any additional license(s) has been granted or amended on terms or conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a written 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) are on terms more favorable or less burdensome than those contained in this Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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

(g) In the event that Licensee demonstrates that an existing or future Cable 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 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. Licensee 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. Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

ARTICLE 3
SYSTEM SPECIFICATIONS AND CONSTRUCTION

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

(a) 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 the 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 twenty-five feet (125') 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 twenty-five feet (125 ft.) of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installations 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.

SECTION 3.2 - SUBSCRIBER NETWORK

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

SECTION 3.3 - INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain its Broadband Fiber Institutional Network ("I-Net") in the City for the City's non-commercial use for the entire term of this Renewal License.

(b) The I-Net shall be capable of transmitting any and all Signals that are being transmitted by the City as of the Effective Date of this Renewal License, from and among those buildings with an activated I-Net Drop listed in **Exhibit C** ("I-Net Buildings"), attached hereto and made a part hereof.

(c) The Licensee shall provide and maintain one (1) active I-Net Drop(s), without charge to the City and/or any designated institutions, to each of the I-Net Buildings identified in **Exhibit C**.

(d) The City and its designated I-Net users shall be solely responsible for any and all user terminal interface equipment including, but not limited to, Modulators, demodulators and associated computer and video production equipment.

(e) The Licensee shall be responsible for any Headend and/or I-Net Hub Site equipment necessary to make the I-Net function, including responsibility for the underlying I-Net or distribution cables, wires, amplifiers and switching equipment located at its Headend and/or I-Net Hub; provided, however, that the City shall be responsible for any City-owned equipment which may need to be located in the I-Net Hub and/or I-Net Buildings. The City shall continue providing the Licensee with appropriate space for the I-Net Hub Site, pursuant to this Section 3.3 (e). The Licensee shall continue to be responsible for equipment to enable its I-Net to interact with the Licensee's Subscriber Network in order that PEG transmissions over its I-Net may be transmitted upstream to the Licensee-owned Headend via an I-Net channel and then downstream on a PEG Access Channel.

(f) For the term of this Renewal License, the Licensee shall hold all rights and title in the I-Net but shall provide the City the right to use the I-Net, without charge(s) for said use, throughout the term of this Renewal License, for non-commercial purposes.

(g) The I-Net shall be operated and maintained in compliance with applicable FCC Rules. In the event that there are technical problems with the I-Net, excluding (1) any devices, hardware or software not under the control or ownership of the Licensee and/or (2) equipment installed by the City or other User, the Licensee shall use best efforts to resolve the technical problem within twenty-four (24) hours. Should the problem continue, the Issuing Authority and the Licensee shall discuss a resolution of such problem, including a performance test of the I-Net, if appropriate. In the event that the problem is caused by equipment not under control or ownership of the Licensee, the Licensee reserves the right to charge the City for any technical assistance requested by the City whether or not the Licensee is actually able to resolve the problem.

(h) Pursuant to this Section, the I-Net shall be operated, maintained, serviced and/or repaired, as necessary, by the Licensee at no charge to the City. Licensee reserves the right to pass maintenance cost of the I-Net through to its subscribers pursuant to applicable law.

(i) The I-Net shall not be physically and/or directly connected to and/or with the Cable System and/or facilities of any other Cable System operator in the City without the express written agreement between the Licensee and such other cable system operator.

SECTION 3.4- SUBSCRIBER NETWORK CABLE DROPS [SEE M.G.L.c. 166A §5(e)]

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

(b) Upon written request by the Issuing Authority, Licensee shall provide one (1) Standard Installation Drop, Outlet and Basic Cable Service at no charge to any new Public

Buildings and other City owned Public Buildings, along the Trunk and Distribution Cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of Licensee to determine the appropriate location for each of such Public Building's respective Outlet prior to requesting that Licensee install service at no charge.

(c) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above.

(d) It is understood that Licensee shall not be responsible for any internal wiring of such Public Buildings.

SECTION 3.5 - 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 3.6 - 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 [SEE M.G.L.c. 166A §5]

(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 Renewal 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 systems.

(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 [SEE M.G.L.c. 166A §5(g)]

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, Licensee shall install its Cable System underground provided that such facilities are actually capable of receiving the Licensee'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 aurally placed, if subsequently during the term of the Renewal License such public utility lines are required by local ordinance or State law to be relocated aurally or underground, Licensee 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 [SEE M.G.L.c. 166A §5(a)]

In installing, operating and maintaining equipment, cable and wiring, 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 – PLANT MAPS

Licensee shall maintain a complete and current set of plant maps of the City, which will show those areas in which its facilities exist. The plant maps will be retained at Licensee's primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

SECTION 4.6 - BUILDING MOVES [SEE M.G.L.c. 166 §39]

(a) In accordance with applicable laws, Licensee shall, 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. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit.

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

SECTION 4.7 - DIG SAFE [SEE M.G.L.c. 82 §40]

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

SECTION 4.8 - DISCONNECTION AND RELOCATION [SEE M.G.L.c. 166 §39]

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

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

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.

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 B**. 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) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - 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 channel capacity 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 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 or its designated Access Provider 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 designate capacity on two (2) channel(s) for Public, Educational, and Governmental (PEG) Access Channels to be used for PEG Access Programming provided by the Issuing Authority and/or the Access Provider. 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.

(c) If, during the term of this Renewal License, the Licensee discontinues delivery of its Basic Cable Service in an analog format, the Issuing Authority or its designee may request in

writing that the Licensee designate capacity on a third (3rd) channel for PEG Access Programming. Said third (3rd) channel shall be made available within nine (9) months of receipt of the aforementioned written request.

(d) In the event the Issuing Authority or Access Provider elects not to fully program its Channels with original PEG Access Programming, Licensee may reclaim any unused time on those channels, following 60-day written notice to the Issuing Authority.

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

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channels, all PEG Access Programming shall be modulated, then transmitted from an origination location listed in **Exhibit C** 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, said PEG Access Programming shall be retransmitted in the downstream direction on one Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) 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 PEG Access Programming origination locations listed in **Exhibit C** to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) 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, remote location 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 C**.

(d) In order that PEG Access Programming originating at the Farms Branch of the Beverly Library, located at 24 Vine Street, can be cablecast over Licensee's downstream PEG Access Channels, Licensee shall, upon advance written request by the Issuing Authority submitted no later than the third (3rd) anniversary of the Effective Date construct a point-to-point fiber link between said Library and the I-Net Hub. Said link shall support the one-way transmission of PEG Programming audio and video signals from the Library to the I-Net Hub and shall be constructed and activated by the Licensee. The Licensee shall not be required to expend more than Ninety Thousand Dollars (\$90,000.00) in the design, installation and construction costs for said Farms Branch link. All design, materials, installation and construction costs for said link

shall be borne by the City and/or its designee at the actual cost of said design, materials, installation and construction plus a reasonable rate of return.

(e) In order that PEG Access Programming originating at the Lynch Park Carriage House, located at 55 Ober Street, can be cablecast over Licensee's downstream PEG Access Channels, Licensee shall, upon advance written request by the Issuing Authority submitted no later than the third (3rd) anniversary of the Effective Date construct a point-to-point fiber link between said Carriage House and the I-Net Hub. Said link shall support the one-way transmission of PEG Programming audio and video signals from the Carriage House to the I-Net Hub and shall be constructed and activated by the Licensee. The Licensee shall not be required to expend more than Sixty Thousand Dollars (\$60,000.00) in the design, materials, installation and construction costs for said Carriage House link. All design, materials, installation and construction costs for said link shall be borne by the City and/or its designee at the actual cost of said design, installation and construction plus a reasonable rate of return.

(f) Within sixty days of written notification by Licensee, the Issuing Authority or its designee shall provide a trench from Ober Street to the Carriage House for placement of Licensee's point-to-point conduit and wiring. The City shall fill and close said trench and shall be responsible for any restoration work required or desired by the Issuing Authority or its designee. The Licensee and the Issuing Authority shall coordinate the beginning and end points for said trench and shall work cooperatively to coordinate the digging of the trench, the laying of the conduit and the filling/restoration work of the trench. The City will not charge the Licensee for any of the aforementioned trench work and neither will the Licensee include any of the Issuing Authority's trench-related expenses in its final, total cost to construct a point-to-point link to the Carriage House.

SECTION 6.4 – PEG ACCESS ANNUAL SUPPORT

Licensee shall provide funding to the Issuing Authority, or its designee, for PEG Access purposes, as follows:

- i. The Licensee shall provide funding to the Issuing Authority or to the Issuing Authority's designee in the amount of One Hundred Eighty Three Thousand Dollars (\$183,000) for the period of the Effective Date (May 4, 2011) through May 3, 2012. Said funding shall be used for salaries, operating, equipment, facilities, and other expenses related to PEG Access Programming operations, or other cable-related purposes and capital requirements and shall be paid as follows: Sixty One Thousand Dollars (\$61,000) on or before September 30, 2011, Sixty One Thousand Dollars (\$61,000) on or before December 31, 2011 and Sixty One Thousand Dollars (\$61,000) on or before April 30, 2012.
- ii. For the period of September 1, 2011 through April 30, 2012, Licensee shall provide funding equal to two percent (2.00%) of its Gross Annual Revenues, less applicable License Fees and assessments from any state or other governmental agencies. Said Franchise Fee shall be used for salaries, operating, equipment, facilities, and other expenses related to PEG Access Programming operations, or other cable-related purposes, and capital requirements. Said two percent (2.00%) Franchise Fee payments shall be made to the Issuing Authority or, at the direction of the Issuing Authority, to its designee, on a quarterly basis. The first payment shall be made on or before November 15, 2011 for the month of September, 2011. The second payment shall be made on or before February 15, 2012 for the period of October 1 through December 31, 2011. The third payment shall be made on or before May 15, 2012 for the period of January 1 through March 31, 2012. The final payment made pursuant to this section 6.4 (a) (ii) shall be made on or before August 15, 2012 for the month of April, 2012. Accompanying each such payment the Licensee shall provide the City with a written certification of the amount of Gross Annual Revenues upon which the payment has been calculated, and any explanation necessary to enable the City to confirm how the amount of payment was calculated.
- iii. For the period of May 1, 2012 through May 3, 2021, Licensee shall provide funding equal to two and nine tenths percent (2.90%) of its Gross Annual Revenues, less applicable License Fees and assessments from any state or other governmental

agencies. Said Franchise Fee shall be used for salaries, operating, equipment, facilities, and other expenses related to PEG Access Programming operations, or other cable-related purposes, and capital requirements. Said two and nine tenths percent (2.90%) Franchise Fee shall be made to the Issuing Authority or, at the direction of the Issuing Authority, to its designee, on a quarterly basis. The first payment shall be made on or before August 15, 2012 for the period of May 1, 2012 through June 30, 2012. Quarterly thereafter, Licensee shall provide payments on or before each November 15, February 15th, May 15th, and August 15th based upon Gross Annual revenues from the previous calendar quarter. The final payment shall be made on or before August 15, 2021 for the period of April 1, 2021 through May 3, 2021. Accompanying each such quarterly payment the Licensee shall provide the City with a written certification of the amount of Gross Annual Revenues upon which the payment has been calculated, and any explanation necessary to enable the City to confirm how the amount of payment was calculated.

SECTION 6.5 – PEG ACCESS EQUIPMENT/FACILITIES FUNDING

(a) The Licensee shall provide funding to the Issuing Authority or to the Issuing Authority's designee, as directed by the Issuing Authority in writing at least forty-five (45) days prior to the submission date, in the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PEG Access equipment/facilities purposes. The Licensee shall provide such funding on an annual basis, no later than November 15 of each year of this Renewal License, in the amount of Fifty Thousand Dollars (\$50,000.00). The first annual payment shall be made no later than November 15, 2011 and the last annual payment shall be made no later than November 15, 2020.

(b) Under no circumstances shall said equipment/facilities funding payments required herein be counted against (i) the annual PEG Access/Cable-Related Funding pursuant to Section 6.4 above; and/or (ii) License Fees payable to the Town, the State and/or the FCC.

SECTION 6.6 – REPORT OF DISBURSEMENTS

(a) Annually, on or before February 15th, or within thirty (30) days of any annual audit or accounting required of the Access Provider by the Issuing Authority, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided by the Licensee on behalf of the access corporation, pursuant to Article 6 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee finds that any use of the funds by the access provider have not been spent in accordance with the requirements of this Renewal License or of law, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority or its designee shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have been used unlawfully, the Issuing Authority shall take the necessary measures to assure future funds are expended lawfully.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority agrees with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG Access support and or PEG Access capital payments, in an amount not to exceed the subject of the dispute, until such a time safeguards are in place to assure the lawful use of the funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing Authority disagrees with the Licensee, regarding the unlawful use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

SECTION 6.7 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

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.

SECTION 6.8 – 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 6.9 - 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.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time. Likewise, Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

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

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

SECTION 7.3 - SERVICE INTERRUPTIONS [SEE M.G.L.c. 166A §5(1)]

In the event that Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Licensee will grant such Subscriber a pro rata credit or rebate according to applicable law.

SECTION 7.4 - SUBSCRIBER TELEVISION SETS [SEE M.G.L.c. 166A §5(d)]

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

SECTION 7.5 - 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 7.6– MONITORING [SEE 47 USC 551]

Neither Licensee nor its designee nor the Issuing Authority nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that Licensee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

SECTION 7.7 – POLLING [SEE 47 USC 551]

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of

the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

SECTION 7.8 – 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. To the extent permitted by law, 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 7.9 - 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.

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 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 Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

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

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless the City, 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, provided that the Issuing Authority shall give Licensee written notice of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action pursuant to this Section, so as not to prejudice the ability of the Licensee to defend the Issuing Authority or the City. 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 Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts, satisfactory to the Issuing Authority, protecting, as required in this Renewal 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. All

such policies of insurance shall contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) 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). Such policy shall 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 Licensee. All such policies shall 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 Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) 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. The Issuing Authority may draw upon the bond only after taking an action pursuant to the terms and conditions of the Notice and Opportunity to Cure section, Section 9.8 herein.

SECTION 9.4 - LICENSE FEES

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

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total Franchise Fee, as defined by the Cable Act, pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include (i) the PEG Access Annual Support (Section 6.4) 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) PEG Access Equipment/Facilities Funding (Section 6.5); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) 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.

SECTION 9.5 - REPORTS

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

(b) In addition, 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 Cable Division, of commitments of the license as set forth in M.G.L.c. 166A, § 5(j);

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

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

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

(g) For failure to complete construction in accordance with the provisions of the Renewal 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 provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. 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 Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority; provided, however, that liquidated damages cannot be imposed unless and until the Issuing Authority has followed the notice and cure provisions in Section 9.8. Any such liquidated damages shall only be assessed, after a full finding of default according to the provisions of Section 9.8, effective beginning as of the date of a public hearing on the notice of default scheduled by the Issuing Authority in accordance with Section 9.8 above. Liquidated damages may be assessed as follows:

- (i) For failure to operate and maintain the Cable System, in accordance with Sections 2.1(c), 3.1, and 4.1 of this Renewal License, One Hundred Dollars (\$100.00) per day, for each day that such non-compliance continues;

- (ii) For failure to comply with the FCC Customer Service Obligations, and the customer service regulations promulgated by Cable Division at 207 CMR 10.00 et seq. as required by Section 7.1 of this Renewal License, One Hundred Dollars (\$100.00) per day that any such non-compliance continues;
- (iii) For failure to build out the cable system in accordance with Section 3.1 of this Renewal License, One Hundred Dollars (\$100.00) per day that such non-compliance continues;
- (iv) For failure to comply with PEG Access Support provisions in Article 6 of this Renewal License, One Hundred Dollars (\$100.00) per day that such non-compliance continues. Should the Issuing Authority elect to pursue this remedy, it agrees to waive any claims or interest for late payment pursuant to Section 6.4 herein; and
- (v) For failure to comply with the I-Net operation and maintenance requests of Section 3.3 and **Exhibit C** of this Renewal License, One Hundred Dollars (\$100.00) per day that such non-compliance continues.

(b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach pursuant to this Section 9.9(a), the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach.

(c) Licensee shall have thirty (30) days from receipt of written notice from the Issuing Authority to pay the liquidated damages; provided, however, that Licensee may appeal (by pursuing administrative, judicial or other relief afforded to it) any assessment of liquidated damages within thirty (30) days of receiving written notice of the assessment, and providing that written notice of such appeal is delivered to the Issuing Authority within three (3) days of the filing of such appeal.

(d) Each of the above-mentioned cases of non-compliance in this Section 9.9(a) shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty for forfeiture, and are within one or more exclusions to the term “franchise fee” provided by Sections 622(g)(2)(A)-(C) of the Cable Act.

(e) All violations or failures for the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under one of the above-referenced categories.

SECTION 9.10 - TRANSFER OR ASSIGNMENT

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. 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 Renewal License or of any renewal hereof by passage of time or otherwise, Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.12 - INCORPORATION BY REFERENCE

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

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.13 - NO THIRD PARTY BENEFICIARIES

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

ARTICLE 10
MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure either party to this Renewal License 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 Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, 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 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) to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

City of Beverly
Attn: Mayor
Beverly City Hall
191 Cabot Street
Beverly, MA 01915

(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.

Comcast Cable Communications, Inc.
Attn: Government & Regulatory Affairs
55 Concord St.
North Reading, MA 01864

with copies to:

Comcast Cable Communications, Inc.
Attn: Government & Regulatory Affairs
330 Billerica Rd.
Chelmsford, MA 01824

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

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

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

SECTION 10.4 - ENTIRE AGREEMENT

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

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

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

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

(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 Renewal License, to enter into and legally bind Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against 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 Renewal License.

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 11th DAY OF AUGUST, 2011.

CITY OF BEVERLY

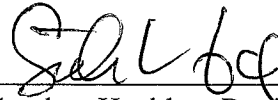
By:



William F. Scanlon, Jr., Mayor

COMCAST OF MASSACHUSETTS I, INC.

By:



Stephen Hackley, Regional Sr. Vice President
Greater Boston Region
Northeast Division

EXHIBIT A

SUBSCRIBER NETWORK CABLE DROPS

Public School Buildings:

Beverly High School, 100 Sohier Road
Memorial Middle School, 502 Cabot Street
Briscoe School, 4 Colon Street
North Beverly Elementary School, 48 Putnam Street
Centerville Elementary School, 17 Hull Street
Centerville School, 20 Colon Street
McKay Elementary School, 131 McKay Street
Hannah Elementary School, 41R Brimbal
Ayers Ryal Side Elementary School, 40 Woodland Avenue

Municipal Buildings:

Beverly City Hall, 191 Cabot Street
Beverly Police Station, 193 Cabot Street
Beverly Harbor Authority, 1 Water Street
Central Fire Station, 15 Hale Street
Veteran's Administration, 8 Dane Street
Public Works Department, 148 Chapman
Beverly Public Library, 32 Essex Street
Beverly Housing Authority, 20 Sohier Road
North Beverly Fire Station, 2 Dodge Street
West Street Fire Station, 2 West Street

EXHIBIT B

PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBITC

INSTITUTIONAL NETWORK BUILDINGS

HUB	McKeown Elementary School	70 Balch Street
2	City Hall	191 Cabot Street
3	Public Services	148 Park Street
5	Emergency Management	43 L.P. Henderson Road
6	Main Library	32 Essex Street
7	High School	100 Sohier Road
8	TV Studio (in H.S. opposite side)	100 Sohier Road
9	Briscoe Middle School	20 Sohier Road
10	Council on Aging	90 Colon Street
11	Memorial Jr HS, (added in 2005)	502 Cabot Street