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A G R E E M E N T

This Cable Television Renewal License entered into this 28th day of February, 2000, by and between Adelphia Cablevision Associates, L.P., d/b/a Adelphia Cable Communications ("Adelphia"), and the Board of Selectmen of the Town of Falmouth, Massachusetts, as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. c. 166A.

W I T N E S S E T H

WHEREAS, the Issuing Authority of the Town of Falmouth, 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 Town of Falmouth; and

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, and the regulations of the Massachusetts Cable Television Division, on May 7, 1998, to (1) ascertain the future cable-related community needs and interests in and of Falmouth, and (2) review the performance of Adelphia during its current license term; and

WHEREAS, pursuant to Section 626 of the Cable Act, the Issuing Authority of the Town of Falmouth and Adelphia engaged in good faith negotiations regarding a cable television renewal license; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Falmouth to grant a non-exclusive renewal license to Adelphia.

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

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

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

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

(2) Access Channel: A video channel which the Licensee shall make available to the Town of Falmouth and/or the Access Corporation, without charge, for the purpose of transmitting programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: Falmouth Community Television, Inc., or its successor as designated by the Issuing Authority of the Town of Falmouth, for the purpose of operating and managing the use of public, educational and governmental access funding, facilities and Access Channels.

(4) Advisory Committee: The Cable Television Advisory Committee as may be appointed and designated by the Issuing Authority, from time to time.

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

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

(7) CMR: The acronym for the Code of Massachusetts Regulations.

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

(9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

(10) Cable Modem: A device connecting a Subscriber or other Person to a Service on or over the Cable System.

(11) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(12) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

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

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

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(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Falmouth, Massachusetts.

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

(17) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

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

(19) Effective Date of the Renewal License (the "Effective Date"): December 30, 1999.

(20) Execution Date of Renewal License (the "Execution Date"): February 28, 2000.

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

(22) Fiber Node or Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

(23) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Town and/or the Access Corporation for the presentation of non-commercial governmental Programming and/or information to the public.

(24) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Services in the Town of Falmouth including, without limitation: the distribution of any Service over the System; Basic Service monthly fees; all Premium Service and Pay-Per-View revenues; all other Service fees; installation, reconnection, downgrade, upgrade and any similar fees; all Commercial Subscriber revenues; interest on Subscriber fees collected; the provision of any Service Related Activity in connection with the operation of the Cable System; fees paid on all Subscriber fees; revenues collected on all Internet and/or Cable Modem services; fees paid for channels designated for commercial use; all home-shopping revenues; Converter, remote control and other equipment rentals, and/or leases or

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and/or sales; studio and other facility and/or equipment rentals; and all advertising revenues derived by the Licensee and/or any Affiliate(s) from products in any way advertised or promoted on the Cable System. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues payments to the Town in the period so collected.

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

(26) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.

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

(28) Issuing Authority: The Board of Selectmen of the Town of Falmouth, Massachusetts.

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

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

(31) Licensee: Adelphia Cablevision Associates, L.P. d/b/a Adelphia Cable Communications, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

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(32) Liquidated Damages: Any requirement imposed on the Licensee to pay specified sums to the Town as a result of performance deficiencies identified herein.

(33) Local Origination: Local programming produced and/or cablecast by the Licensee.

(34) NTSC: The acronym for the National Television Systems Committee.

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

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

(37) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set and/or other device to the Cable System.

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

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

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

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

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

(43) Prime Rate: The prime rate of interest at BankBoston.

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

(45) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

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

(48) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(49) Service Related Activity: Any activity or function for which the Licensee receives revenue(s) from any other Person and which is directly associated with the operation of the Cable System to provide Cable Service(s).

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

(51) State: The Commonwealth of Massachusetts.

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

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(53) Subscriber Network: The 750 MHz single trunk, bi-directional network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(54) System Completion: That point when the Licensee has provided written documentation to the Issuing Authority that its existing system has been fully upgraded to a 750 MHz Trunk and Distribution System, activated and made fully available to one hundred percent (100%) of the residential households in the Town, subject to Section 4.1 herein.

(55) Town: The Town of Falmouth, Massachusetts.

(56) Town Counsel: The Town Counsel of the Town of Falmouth, Massachusetts.

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

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

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

(60) VCR: The acronym for a video cassette recorder.

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Falmouth, Massachusetts, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive Cable Television Renewal License to the LICENSEE authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Falmouth.

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

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

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

Section 2.2---TERM OF RENEWAL LICENSE

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The term of this Renewal License shall be a ten (10) year term, commencing on February 28, 2000 and expiring on December 29, 2009, unless sooner terminated as provided herein or surrendered.

Section 2.3---**NON-EXCLUSIVITY OF LICENSE**

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

Section 2.4---**POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce by-laws of general applicability necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations, as amended from time to time, and any by-laws enacted by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5---**REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee renews its Renewal License for another renewal term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate. Any costs incurred by the Town, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

Section 2.6---**TRANSFER OF THE RENEWAL LICENSE**

Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing

Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a hearing upon a written application therefor on forms as may be prescribed by the Cable Division and the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's management experience, technical expertise, financial capability and legal ability, to operate a Cable System, and any other criteria allowable under law.

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

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

(e) Pursuant to 207 CMR 4.01(2), unless otherwise amended from time to time, a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L. Chapter 166A, Section 7.

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(f) The Licensee shall submit to the Issuing Authority an original and three (3) copies, unless otherwise directed, of the application and the FCC Form 394 requesting such transfer or assignment consent.

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

Section 2.7---**EFFECT OF UNAUTHORIZED TRANSFER ACTION**

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

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License.

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) No later than April 1, 2001 the Licensee shall make available to all residents of the Town, subject to Article 4 infra, a seven hundred fifty Megahertz (750 MHz) addressable, two-way, fiber-to-feeder Subscriber Network, fully capable of carrying seventy-seven (77) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. Said 750 MHz Cable System shall be fed by means of a fiber-optic transportation cable network. The terms of this Section 3.1(a) shall be considered met upon System Completion.

(b) Until activation of the 750 MHz Subscriber Network described above, the Licensee shall continue to make available to all residents of the Town its existing four hundred fifty Megahertz (450 MHz), two-way Subscriber Network, fully capable of carrying at least sixty-two (62) NTSC video channels in the downstream direction. The Licensee shall continue to maintain its Cable System with a technical

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capacity for four (4) upstream channels with digital, audio and video return capability.

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(c) Within six (6) months of System Completion, the Licensee shall remove its 450 MHz subscriber network and related equipment from the Public Ways; provided, however, that the Licensee may retain those portions of said 450 MHz subscriber network that can be utilized during the renewal term; and, provided, further, that the Licensee shall work with the Issuing Authority, in good faith, to address any concerns of the Town regarding the Licensee's occupation of the Public Ways and/or public safety. In the event of disagreement between the Town and the Licensee on specific cable plant to be removed from the Public Ways, the Town and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The Town shall request that other users of the Public Ways use their best efforts to remove unused plant and equipment from the Public Ways.

(d) The Cable System shall continue to incorporate all necessary microwave reception equipment, satellite and terrestrial reception facilities, origination facilities and signal processing equipment.

(e) No later than System Completion, the 750 MHz Subscriber Network shall include fiber capacity linking the Access Corporation studio to the Headend, for the exclusive use of the Access Corporation. There shall be no charge(s) to the Town, the Access Corporation, PEG Access Users and/or Subscribers for such fiber link.

(f) The Licensee shall maintain the Subscriber Network, at all times, in compliance with minimum FCC Technical Standards.

Section 3.2---**EMERGENCY ALERT OVERRIDE**

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

Section 3.3---**PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets.

Section 3.4---**STATE-OF-THE-ART**

(a) The Licensee's Cable Television System shall be designed, constructed and operated to incorporate the most technically advanced design configuration and operation. If, as a result of technological developments, the quality or quantity

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of Programming or services available to Subscribers or Users of the Licensee's Cable Television System in Falmouth could be greatly enhanced, the Licensee shall, at the request of the Issuing Authority, investigate the feasibility of implementing such new developments and shall implement such technological developments if such implementation (i) can be done without adding an unwarranted financial burden to Subscribers and (ii) is economically feasible and viable for the Licensee. In determining whether or not the Licensee shall be required to implement such new developments, the Issuing Authority and the Licensee shall consider, among other factors, the remaining term of this Renewal License; performance demonstrating the operational feasibility of the new developments; construction and other related costs; the adaptability of such developments to the Licensee's Cable Television System or any part thereof; and the potential marketability of the new services and other factors affecting the economic feasibility and viability of implementation of the new developments.

(b) When the Issuing Authority notifies the Licensee that either (i) fifty percent (50%) of cable television subscribers in Massachusetts, and/or (ii) fifty percent (50%) of municipalities in Massachusetts are verifiably serviced by Cable Systems with capacity greater than 750 MHz, then the Issuing Authority and the Licensee shall discuss and negotiate, in good faith, an upgrade or rebuild of the Falmouth Cable System to such greater capacity.

Section 3.5--- **CABLE SYSTEM INTERCONNECTION**

(a) Upon completion of the Subscriber Network pursuant to Section 3.1(a) *supra*, the Licensee shall seek to interconnect the Subscriber Network with any and all other adjacent cable systems within six (6) months of a request to do so by the Issuing Authority. Interconnection may be accomplished by direct cable connection, microwave link, satellite or any other appropriate method, as determined by the Licensee.

(b) Upon receiving a request from the Issuing Authority to interconnect, the Licensee shall promptly initiate negotiations with the other affected cable system(s) in order that costs may be fairly shared for both construction and operation of the interconnection link. The Licensee may be granted reasonable

extensions of time to interconnect upon a showing that such additional time is necessary to accomplish the interconnect and that the Licensee has proceeded in good faith to meet the six (6) month deadline required in paragraph (a) above.

(c) The Issuing Authority may rescind its order to interconnect upon request by the Licensee. The Issuing Authority shall grant said request if it finds that the Licensee has negotiated in good faith and had failed to obtain an approval from the system(s) involved or the other municipality involved; or that the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates in the Town.

(d) The Licensee shall cooperate with the Town and/or any State or federal agency which may be hereafter established for the purpose of regulating, financing or otherwise providing for the interconnection of cable systems beyond the corporate limits of the Town of Falmouth.

Section 3.6---**SERVICE QUALITY**

(a) In order to ensure that the Licensee is responsive in a timely manner to all service quality complaints from Subscribers, the following terms shall apply:

(i) The Licensee shall convene one (1) annual meeting each year of this Renewal License, between May 15th and September 1st, to hear Subscriber concerns regarding customer service. The Licensee shall be represented by a representative of the Licensee who shall be present to hear Subscriber's concerns. It shall be the responsibility of the Licensee to notify the Issuing Authority of the meeting; and advertise in a newspaper of

local circulation; and convene the meeting in a public building in the Town of Falmouth. A written report citing all complaints issued at said meeting and the Licensee's response to said complaints shall be submitted to the Issuing Authority within one (1) month of the meeting. The Licensee shall ensure that a representative of the Issuing Authority can be present at all such meetings.

(ii) Customer service and all other complaints shall be forwarded by the Issuing

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Authority through its Cable Advisory Committee, to the Licensee immediately upon the notice of complaint.

ARTICLE 4

CABLE SYSTEM SERVICE AREA AND LINE EXTENSION

Section 4.1--**GENERAL POLICY**

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(a) The Licensee shall make cable television service(s) available to all residents of the Town, subject to the provisions of this Article 4.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than two hundred fifty feet (250') from the existing aerial Trunk and Distribution System and additions thereto.

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

Section 4.2---**LINE EXTENSION POLICY**

(a) Consistent with Section 4.1(b) above, the Cable Television System shall be extended automatically, at the Licensee's sole cost and expense to any and all areas of the Town containing ten (10) Subscribers per aerial mile of cable plant or fractional proportion thereof. The Licensee shall apply for permits, if necessary, promptly. Said service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after all necessary permits are obtained.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsection (a) above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of Subscribers in such area minus the costs extending service to the Subscriber in an area that meets the ten (10) Subscribers per aerial mile of cable plant and/or fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of cable service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

- C equals the cost of construction of new plant from the termination of existing cable plant;

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- * LE equals the number of dwelling units requesting service in the line extension area;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the ten (10) Subscribers per linear mile of aerial plant; and
- * SC equals the per Subscriber contribution in aid of construction in the line extension area.

Section 4.3---**LINE EXTENSION PROCEDURES**

(a) Any potential Subscriber located in an area of the Town without cable television service may request such service from the Licensee. In areas meeting the requirements of Section 4.2 (a) and (b) above, the Licensee shall extend service to the area promptly, but in no case later than sixty (60) days after all necessary permits are obtained. The Licensee shall expeditiously seek all necessary permits. In those areas with less than ten (10) Subscribers per aerial mile, the Licensee, shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential Subscriber of the possible contribution in aid of construction (see Section 4.2 (b) above) that will be charged. The Licensee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable television Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within sixty (60) days of receipt of pole attachment agreements by the Licensee.

(b) During the three (3) year period commencing with the completion of any particular line extension contemplated in subsection (a) above, the Licensee shall pay a pro-rata refund to any previous Subscribers who made a contribution in aid of construction, as new Subscribers, who make a contribution in aid, are added to that particular line extension; provided, however, that the Licensee need only make good faith efforts to locate such previous Subscribers.

(c) The amount of refund shall be determined by application of the line extension formula, contained in Section 4.2(b) above, reducing the per capita contribution in aid of construction each time a new Subscriber is added. Any refunds due shall be paid annually to Subscribers, or former Subscribers, entitled to receive such a refund. The Licensee

shall make available to the Issuing Authority or its designee(s), on an annual basis, the names, addresses and exact contribution in aid of construction of each new Subscriber in a line extension area. In the event that the Licensee is unable to locate Subscribers entitled to a refund, said refund, less administrative costs, shall be returned or credited to existing Subscribers in said line extension area, on a pro-rata basis.

Section 4.4---**LINE EXTENSION FOR COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Television Service(s) available to all commercial establishments in the Town, along its cable routes; provided, however, that if there are any unusual costs associated with providing Service to such establishments, the prospective commercial Subscriber shall pay such costs; provided, further, that the Licensee has reasonable access to conduits, poles and/or other appropriate facilities.

ARTICLE 5

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 5.1---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town of Falmouth. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 5.2---NOTICE CONCERNING CONSTRUCTION ACTIVITIES

During its upgrade of the Cable System, the Licensee shall supply the Issuing Authority and the Chief of Police with a map or a list of the areas of the Town which will be under construction the following week, upon request. Throughout the Cable System construction, the Licensee shall notify its Falmouth Subscribers about the time and place of various construction activities. The Licensee's construction personnel working in the Town shall identify themselves as working for the Licensee.

Section 5.3---UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines are currently, or in the future specified to be, underground, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes

be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 5.4---**TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town. The Licensee may not trim and/or prune any trees belonging to the Town without the advance notification of the DPW.

Section 5.5---**RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority. If suit is brought by the Issuing Authority to recover such expense(s) and costs, the Licensee shall also pay the Issuing Authority all collection costs, including, but not limited to, attorney's fees and costs.

Section 5.6---**TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or

lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 5.7---**DISCONNECTION AND RELOCATION**

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same Street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 5.8---**SAFETY STANDARDS**

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the National Television Standards Code, the rules and regulations of the Division and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter.

Section 5.9---**PEDESTALS**

In any cases in which pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 5.13 infra. If required by

applicable regulations and/or local by-laws, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the Town.

Section 5.10---**PRIVATE PROPERTY**

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

Section 5.11---**RIGHT TO INSPECTION OF SYSTEM**

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

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

Section 5.12---**CABLE SYSTEM MAPS**

Upon request, the Licensee shall file with the Issuing Authority or its designee up-to-date strand maps of the Cable System plant. If changes are made in the Cable System, upon request, the Licensee shall file updated strand maps annually, not later than fifteen (15) days after any such request. "As-built" maps shall be made available to designated officials of the Town for their review at Town Hall, but shall remain the property of the Licensee.

Section 5.13---**SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee will make best efforts to interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours

notice to all affected Subscribers, given over one (1) of the Cable System's local channels, including a bulletin-board notice.

Section 5.14---**SERVICE OUTAGE NOTIFICATION**

The Licensee shall explain any Service outages in the Town to the Cable Advisory Committee upon request.

Section 5.15---**"DIG SAFE"**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 6

SERVICES AND PROGRAMMING

Section 6.1---**BASIC SERVICE**

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

Section 6.2---**PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the broad categories of Programming set forth in ***Exhibit 1***, attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions, including the Programming listed in ***Exhibit 1***, attached hereto, are at the sole discretion of the Licensee.

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

Section 6.3---**TWO-WAY CAPABILITY**

The Licensee shall continue to operate and maintain a two-way capable Cable System, subject to Section 3.1 supra, available to all Subscribers pursuant to Article 4 supra.

Section 6.4---**LEASED CHANNELS FOR COMMERCIAL USE**

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

Section 6.5---**VCR/CABLE COMPATIBILITY**

(a) The Licensee shall provide to any Subscriber, upon request, written procedures which advise Subscribers of equipment compatibility options. Said written procedures shall be available to all Subscribers no later than System Completion. Attached hereto, as ***Exhibit 2***, are the different options available to VCR owners for installing VCRs to be compatible with the Cable System.

(b) Pursuant to applicable law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 6.5(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 6.1 above, as is reasonably necessary in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing

of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 6.6---**CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 6.7---**FREE DROPS AND MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS**

(a) Pursuant to M.G.L. c. 166A, the Licensee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet~~(s)~~ and the monthly Basic Service to all police and fire stations, public libraries and other public buildings included in *Exhibit 3*, attached hereto and made a part hereof, and any other public buildings along the Licensee's Cable System routes as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Cable Service and related maintenance. If the provision of such Basic Service requires a Converter, the Licensee shall supply one (1) Converter for one (1) Outlet requiring such a Converter, at no charge to the Town and/or the designated institution.

(b) The Licensee shall install such Drop and/or Outlet, for public buildings along the Licensee's cable routes as designated by the Issuing Authority, within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Outlets shall be designated in advance by the Issuing Authority, in writing.

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

(d) There shall be no charges to the Town for the installation, maintenance, and/or repair of any such Outlet to public buildings, as provided by Section 6.7(a) above.

Section 6.8---**FREE DROPS AND MONTHLY SERVICE TO PUBLIC SCHOOLS**

(a) The Licensee shall provide one (1) free Subscriber Cable Drop with one (1) Outlet and monthly Basic Service to each classroom in each and every public school listed in ***Exhibit 4***, attached hereto and made a part hereof.

(b) The Licensee shall provide adequate Signal strength to each such Drop and Outlet, in all public schools listed in ***Exhibit 4***.

(c) The exact locations of said Drops and Outlets shall be designated by the Falmouth Public School Department (the "School Department"), at the Licensee's sole cost and expense. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(d) The Licensee shall provide one (1) Converter with each Outlet, if required for the reception of the monthly Basic Service, without charge to the Town. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the School Department shall be responsible for repairs or replacement necessitated by acts of vandalism, theft, negligence, loss or other extraordinary circumstances.

(e) The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority and/or School Department.

(f) There shall be no charges to the Town and/or the School Department for the installation, maintenance, and/or repair of such Outlet(s), as required herein, to Public School buildings.

Section 6.9---**CHANGES IN CABLE TELEVISION TECHNOLOGY**

At the performance evaluation hearing(s), pursuant to Section 11.2 infra, the Licensee shall review with the Issuing Authority changes in relevant cable television technology (as defined below) that might benefit Falmouth Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing. Such technologies shall include, but not be limited to, Subscriber Converters optimally compatible with VCRs and cable-ready television sets; high-definition television; digital compression; access to Internet Services; data services; remote control devices; and new Scrambling/descrambling processes.

ARTICLE 7

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT**

Section 7.1---**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

(a) The Access Corporation shall provide services to Public and Governmental Access Users as follows:

(1) Schedule, operate and program the Public and Governmental Access Channels provided in accordance with Section 7.2 herein;

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(2) Manage the annual funding, pursuant to Section 7.3 and Section 7.4 herein;

(3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 7.5 herein;

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

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

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

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

(b) The Town of Falmouth Public Schools shall provide services to Educational Access Users as follows:

(1) Schedule, operate and program the Educational Access Channel provided in accordance with Section 7.2 herein;

(2) Manage the annual funding, pursuant to Section 7.3 and Section 7.4 herein;

(3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 7.5 herein;

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

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

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

Section 7.2---PEG ACCESS CHANNELS

(a) No later than the Execution Date of this Renewal License, the Licensee shall continue to make available to the Town and/or the Access Corporation three (3) six Megahertz (6 MHz) channels for PEG Access purposes. The Access Channels shall be subject to the control and management of the Town and/or the Access Corporation. Said Channels shall be included in the Licensee's Basic Service.

(b) No later than the Execution Date of this Renewal License, in order that the Town and/or the Access Corporation can continue to transmit its programming from its studio and/or other remote locations, identified in *Exhibit 5* attached hereto, to Falmouth Subscribers on a live basis, the Licensee shall make three (3) 6 MHz Upstream Channels available to the Town and/or the Access Corporation, without charge(s).

(c) The Licensee shall not move or otherwise relocate the channel locations of the three

(3) 6 MHz PEG Access Channels, once established, without the advance, written notice to the Issuing Authority and the Access Corporation. In the event that the Licensee does relocate a PEG Access Channel, the Licensee shall reimburse the Access Corporation up to Thirty Thousand Dollars (\$30,000.00), for reasonable expenses, prior to relocating such channel. In addition, the Licensee shall provide appropriate replacement modulators to the Access Corporation.

Section 7.3---ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide an annual payment to the Town and/or the Access Corporation, for PEG Access purposes, equal to three percent (3%) of the Licensee's Gross Annual Revenues. Said annual payments shall be used for salary, operating and other related expenses connected with PEG Access programming and operations.

(b) Said annual three percent (3%) PEG Access payment shall be made to the Town and/or the Access Corporation on a bi-annual basis.

(c) The Licensee's three percent (3%) payments to the Town and/or the Access Corporation shall be made on a bi-annual basis. The first payment to the Town and/or the Access Corporation shall be made by September 1, 2000 and shall constitute 3% of the Licensee's Gross Annual Revenues for the period between January 1, 2000 and June 30, 2000. The second payment to the Town and/or

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the Access Corporation shall be made by March 1, 2001 and shall constitute 3% of the Licensee's Gross Annual Revenues for the period between July 1, 2000 and December 31, 2000. Said payments shall henceforth be made on September 1st and March 1st of each year of this Renewal License.

(d) The Licensee shall make its last final payment to the Access Corporation under the April 26, 1989 renewal license no later than February 15, 2000. Said payment shall include the three percent (3%) annual payment to the Access Corporation for the period covering January 1, 1999 through December 31, 1999.

(e) The Licensee shall file with each such bi-annual payment a statement certified by the Licensee's financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding six (6) month period. Along with such statement, the Licensee shall also complete and submit the Gross Annual Revenues Reporting Form, similar to that attached hereto as ***Exhibit 6***. If the Licensee's total bi-annual payment to the Town and/or the Access Corporation was less than three percent (3%) of its Gross Annual Revenues for the previous six (6) month period, the Licensee shall pay any balance due to the Town and/or the Access Corporation along with its next bi-annual payment.

(f) In no case shall said three percent (3%) payment include any (i) License Fee payment, required by Section 8.1 infra; and/or (ii) the matching funding required by Section 7.4 below; and/or (iii) the capital funding required by Section 7.5 below; and/or (iv) any other fees or payments required by applicable law, pursuant to Section 8.1(c) infra.

(g) There shall be no charges to the Town and/or PEG Access Users by the Licensee for said PEG Access annual funding; provided, however, that the Licensee may externalize, line-item and/or otherwise pass-through such PEG Access annual funding costs to Subscribers, strictly in compliance with said laws and/or regulations. If requested to do so by the Issuing Authority, the Licensee shall itemize and verify any such externalized, line-itemed and/or passed-through PEG Access annual funding costs, in accordance with applicable FCC regulations to enable the Issuing Authority to independently verify that such costs have been externalized, line-itemed and/or passed-through as allowed or

required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

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

(i) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments accrue from the date due at three percent (3%) above the Prime Rate.

Section 7.4---MATCHING ANNUAL FUNDING FOR ACCESS CORPORATION

(a) The matching funds covering the period from July 1, 1999 through December 31, 1999 shall be paid to the Access Corporation within forty-five (45) days of a written request and verification of amount requested thereof. The Licensee acknowledges that all such costs shall be deemed to have been a cost pursuant to the previous cable television license and shall therefore not be deemed to be a cost of this Renewal License.

(b) The Licensee shall match any and all funds raised by the Access Corporation from non-Adelphia funding and not including interest) up to, and including, the amount of forty thousand dollars (\$40,000.00), on an annual basis.

(c) Starting in, and including, Year Two of this Renewal License, said \$40,000.00 shall be increased each year by the Boston Consumer Price Index ("CPI").

(d) The Licensee shall pay said matching funds to the Access Corporation on a bi-annual basis, no later than March 1st and September 1st of each year of this Renewal License, matching funds from the previous six (6) month period, provided that the Licensee receives written statements verifying such matching funds forty-five (45) days prior to said due dates.

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(e) The Access Corporation shall provide written documentation to the Licensee, with a copy to the Issuing Authority, listing all funds that it has raised over the previous six (6) month period.

(f) In no case shall said matching funds be counted against or include (i) the three percent (3%) PEG Access funding pursuant to Section 7.3 above; and/or (ii) any License Fee payment, required by Section 8.1 infra; (iii) and/or the capital funding required by Section 7.5 below; and/or (iv) any other fees or payments required by applicable law, pursuant to Section 8.1(c) infra.

(g) There shall be no charges to the Town and/or PEG Access Users by the Licensee for said PEG Access annual matching funding; provided, however, that the Licensee may externalize, line-item and/or otherwise pass-through such PEG Access annual funding costs to Subscribers, strictly in compliance with said laws and/or regulations. If requested to do so by the Issuing Authority, the Licensee shall itemize and verify any such externalized, line-itemed and/or passed-through PEG Access annual matching funding costs in accordance with applicable FCC regulations to enable the Issuing Authority to independently verify that such costs have been externalized, line-itemed and/or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

(h) In the event that the matching payments required herein are not tendered on or before the dates fixed herein, interest due on such matching payments accrue from the date due at three percent (3%) above the Prime Rate.

Section 7.5---PEG ACCESS CAPITAL FUNDING

(a) The Licensee shall provide a total of Three Hundred Thousand Dollars (\$300,000.00) in capital/facilities payments to the Town and/or the Access Corporation, as designated by the Issuing Authority in writing to the Licensee in writing at least thirty (30) days prior to such payment date, as follows:

(i) Two Hundred Fifty Thousand Dollars (\$250,000.00) within thirty (30) days of the Execution Date of this Renewal License; and

(ii) Fifty Thousand Dollars (\$50,000.00) on or before the fifth anniversary of the Execution Date of this Renewal License.

(b) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Town and/or the Access Corporation from the date due at three percent (3%) above the Prime Rate.

(c) In no case shall said \$300,000.00 in capital funding be counted against or include (i) the three percent (3%) PEG Access funding pursuant to Section 7.3 above; and/or (ii) the matching funding pursuant to Section 7.4 above; and/or (iii) any License Fee payment, required by Section 8.1 infra; and/or (iv) any other fees or payments required by applicable law, pursuant to Section 8.1(c) infra.

Section 7.6---**MODULATORS**

The Licensee, at its sole cost and expense, shall provide three (3) new modulators to, and for the exclusive use of, the Town and/or the Access Corporation, to be located as follows:

- + One modulator at the Falmouth Town Hall;
 - + One modulator with automatic override capability at the Access Studio;
- and
- + One modulator at the Falmouth High School.

Section 7.7---**EQUIPMENT OWNERSHIP**

The Town, the Falmouth Public Schools and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 7.5 supra. The Licensee shall have no obligation to maintain or insure any such PEG Access equipment.

Section 7.8---**RECOMPUTATION**

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 and/or the Access Corporation may have for additional sums including interest payable under this Article 7. The Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect records necessary to verify Gross

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Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged at the Prime Rate from the date that the Licensee is notified that such additional amount is owed.

Section 7.9---PEG ACCESS PAYMENTS

The payments required hereunder in Sections 7.3 and 7.5 shall be made by the Licensee to the Town and/or the Access Corporation. The payments required herein in Section 7.4 shall be made directly to the Access Corporation.

Section 7.10---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for Signal technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. The Town and/or the Access Corporation shall be responsible for the picture quality of PEG Access Programming.

Section 7.11---ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the three (3) Downstream Channels, pursuant to Section 7.2 herein, all PEG Access Programming shall be modulated, then transmitted from any location with Origination Capability, as identified in *Exhibit 5* attached hereto, to the Hub Site or the Headend, on one of the Upstream Channels made available, without charge, to the Town and/or the Access Corporation for its use. At the Hub Site or Headend, said Access Programming shall be retransmitted in the downstream direction on one of the appropriate Downstream PEG Access Channels, as identified by the Town and/or the Access Corporation.

(b) Unless the Access Corporation uses a programmable modulator, it shall be the Licensee's responsibility to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner, upon reasonable prior notice to the Licensee. The Licensee shall not charge the Town and/or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in

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good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall oversee all necessary switching and/or processing equipment in order to switch Upstream Signals from the Town and/or the Access Corporation to the designated Downstream Access Channel.

Section 7.12---**CENSORSHIP**

Neither the Issuing Authority, the Licensee and/or the Access Corporation shall engage in any program censorship or any other control of the content of PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 7.13---**PEG ACCESS PROGRAMMING COSTS**

(a) There shall be no direct charges to the Town, the Access Corporation and/or PEG

Access Users by the Licensee for use of the PEG Access facilities required herein, provided, however, that the Licensee may externalize, line-item and/or otherwise pass-through such PEG Access annual funding costs to Subscribers strictly in compliance with said laws and/or regulations.

(b) Upon request, the Licensee shall provide the Town with appropriate FCC forms in accordance with applicable FCC regulations showing any such externalized, line-itemed and/or passed-through such PEG Access costs.

Section 7.14---**ACCESS STUDIO SALE**

(a) The Licensee shall offer to sell its Dillingham Avenue studio to the Access Corporation, at fair market value, as follows:

(i) At any time after the Execution Date of this Renewal License, the License

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and the Access Corporation shall jointly agree-upon engaging the services of a real estate appraiser, the costs of which shall be shared equally. Said appraiser shall be an expert in real estate valuation in the Town. Said appraiser shall provide the Licensee and the Access Corporation with the fair market value of the Licensee's Dillingham Avenue studio, in writing.

(ii) The Licensee, in writing, shall offer to sell the Dillingham Avenue studio to the
Access Corporation at the fair market value provided to the parties by the appraiser.

(iii) Within thirty (30) days of receiving the Licensee's offer in sub-paragraph (ii) above, or such other time period as the Licensee and the Access Corporation may agree, the Access Corporation shall respond to the Licensee, in writing.

(iv) In the event that the Access Corporation accepts the Licensee's offer, the Licensee and the Access Corporation shall set out the terms of the sale, including, but not limited to, the timing of the sale, the method of payment, etc., in writing, and send a copy thereof to the Issuing Authority.

(v) In the event that the Licensee and the Access Corporation cannot reach agreement on the terms of the sale of the Dillingham Avenue studio, the Licensee and the Access Corporation agree to submit the matter to binding arbitration. Arbitration costs shall be shared equally by the Licensee and the Access Corporation.

ARTICLE 8

LICENSE FEES

Section 8.1---LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License, unless otherwise allowable by applicable law(s) and/or regulation(s).

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage of the Licensee's Gross Annual Revenues (and unless such a percentage License Fee shall be a statutory requirement), the Issuing Authority and the Licensee shall enter into good faith negotiations regarding such an

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increased License Fee and the procedures and timing for such percentage payments.

- (i) The Licensee shall not be liable for a total financial commitment pursuant to this

Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following: (i) the Matching Annual Funding for the Access Corporation herein (Section 7.4); (ii) the PEG Access equipment/facilities grants herein (Section 7.5); (iii) any interest due herein to the Town because of late payments; and/or (iv) any liquidated damages herein (Section 12.2).

Section 8.2---PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 8.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

- (a) The License Fee payments shall be in addition to and shall not constitute an offset

or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of

said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

- (b) In accordance with Section 622(h) of the Cable Act, nothing shall be construed to limit any authority of the Issuing Authority to impose a tax, fee, or other assessment of any kind on any Person (other than the Licensee) with respect

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to cable service or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such cable service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(c) The Licensee and the Issuing Authority hereby agree that the meaning of the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

Section 8.4---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of three percent (3%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 8.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 8.5---RECOMPUTATION

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

(b) If the Issuing Authority has reason to believe that any such payment(s) are

incorrect, the Licensee shall have ten (10) days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy

of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

Section 8.6---**AFFILIATES USE OF SYSTEM**

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

Section 8.7---**METHOD OF PAYMENT**

All License Fee payments pursuant to Chapter 166A by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 9

RATES AND CHARGES

Section 9.1---**RATE REGULATION**

The Town reserves the right to regulate the Licensee's rates and charges to the

extent allowable under State and federal laws.

Section 9.2---**NOTIFICATION OF RATES AND CHARGES**

(a) The Licensee shall follow applicable State and federal regulations and laws regarding notification to Subscribers and the Issuing Authority, including, but not limited to 207 CMR 10.00, in connection with the Licensee's rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as *Exhibit 7*.

Section 9.3---**PUBLICATION AND NON-DISCRIMINATION**

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in 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 maintaining subscribers.

Section 9.4---**CREDIT FOR SERVICE INTERRUPTION**

(a) Pursuant to the requirements of 207 CMR 10.09{1}, the Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Service interruption.

(b) Pursuant to the requirements of 207 CMR 10.09{2}, if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro-rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR 10.09{1}.

ARTICLE 10
INSURANCE AND BONDS

Section 10.1---**INSURANCE**

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

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

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

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

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

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

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

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

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

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

(b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

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

(d) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal License under which the Town may immediately suspend operations under this Renewal License, subject to the provisions of Section 21.1 infra.

Section 10.2---**PERFORMANCE BOND**

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Four Hundred Thousand Dollars (\$400,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the maintenance, operation, and/or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 and 12.2 infra.

(c) When the 750 MHz Cable System has been completed pursuant to the terms of

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Section 3.1 infra, said performance bond may be reduced to the sum of Fifty Thousand Dollars (\$50,000.00); provided, however, that the Licensee shall notify the Issuing Authority in writing, in advance of such reduction, that it has completed Cable System construction as required by said Section 3.1 and requests approval for a reduction of the

amount of said bond. The Licensee shall not reduce the amount of said bond until the

Issuing Authority grants, in writing, its approval for such reduction, which approval shall not be unreasonably denied or delayed.

(d) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town arising from the grant of the Renewal License or from the exercise of any privilege herein granted.

(e) In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 10.3---**REPORTING**

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (a) all insurance policies as required herein; and (b) the performance bond as required herein.

Section 10.4---**INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Town, the Issuing Authority, its officials, boards, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, maintenance, operation, and/or removal of any structure, equipment, wire or cable installed; provided, however, that such damage is not the result of negligence or willful acts of such

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Town, the Issuing Authority, its officials, boards, commissions, agents and/or employees. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. The Town shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

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

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

It is hereby understood and agreed that this policy or performance bond shall not be cancelled, materially changed or the amount of coverage thereof reduced until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 11

ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

Section 11.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority or its designee(s) may hold a performance evaluation hearing during each year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on Cable System construction, PEG Access Channels, facilities and support, customer service and complaint response, and broad categories of Programming; (ii) review current technological developments in the cable television field, pursuant to Section 6.9 supra; and (iii) hear comments, suggestions and/or complaints from the public.

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

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office.

(d) If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

(e) In the event that the Licensee programs an LO channel, upon reasonable notice, the Licensee shall notify its Subscribers of all such performance evaluation hearings by announcements on such channel(s), between the hours of seven (7) p.m. and nine (9) p.m., for five (5) consecutive days preceding each such hearing.

Section 11.3---**NONDISCRIMINATION**

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

Section 11.4---**EMERGENCY REMOVAL OF PLANT**

Pursuant to Section 2.4 supra, if, at any time, in case of fire or disaster in the

Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town, shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the reasonable cost and expense of such emergency removal within thirty (30) days of submission of a bill thereof.

Section 11.5---**REMOVAL AND RELOCATION**

Pursuant to Section 2.4 supra, the Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the reasonable cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 11.6---**INSPECTION**

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

Section 11.7---**JURISDICTION**

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

ARTICLE 12

DETERMINATION OF BREACH LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 12.1---DETERMINATION OF BREACH

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

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

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(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default and has not taken reasonable, diligent steps to cure such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;

(ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;

(v) declare the Renewal License to be revoked subject to Section 12.3 below and applicable law;

(vi) invoke any other lawful remedy available to the Town.

Section 12.2---**LIQUIDATED DAMAGES**

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(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, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Issuing Authority convenes the public hearing pursuant to Section 12.1(c) above.

(1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, one thousand dollars (\$1,000.00) per day, for each day that any such non-compliance continues.

(2) For failure to construct, upgrade, install, fully activate, program and/or operate the 750 MHz Cable System, in accordance with Section 3.1 herein, seven hundred fifty hundred dollars (\$750.00) per day, for each day that such construction, upgrade, installation, activation and/or activated programming has not occurred.

(3) For failure to comply with the line extension provisions in accordance with Article 4 herein, five hundred dollars (\$500.00) per day, for each day that such line extension(s) has not occurred.

(4) For failure to comply with the PEG Access Channels, Programming and/or equipment provisions in accordance with Article 7 herein, three hundred dollars (\$300.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.4 infra, and Exhibit 8 attached hereto, three hundred dollars (\$300.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Sections 6.7 and 6.8 herein and/or Exhibits 3 and 4, one hundred dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 14 herein, one hundred dollars (\$100.00) per day that any of said reports are not submitted as required.

(8) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such schedule change or

other change thereto, pursuant to Section 9.2 herein, fifty dollars (\$50.00) 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 subject to Section 11.1 above and Section 11.3 below, or any other statutorily or judically imposed penalties or remedies.

(c) The Licensee agrees that said foregoing liquidated damages are not included in "franchise fees", in accordance with Section 622(g)(2)(A)-(D) of the Cable Act.

Section 12.3---**REVOCATION OF THE RENEWAL LICENSE**

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

Section 12.4---**TERMINATION**

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

Section 12.5---**NOTICE TO TOWN AND/OR THE LICENSEE OF LEGAL ACTION**

In the event that the Town or the Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such

action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 12.6---**NON-EXCLUSIVITY OF REMEDY**

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

Section 12.7---**NO WAIVER-CUMULATIVE REMEDIES**

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

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

(c) A waiver of any right or remedy by the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Town to be effective, it shall be in writing. The failure of the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1---**CUSTOMER SERVICE OFFICE**

-Town of Falmouth Cable Television Renewal License-

(a) For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff its full-time customer service office within the Town of Falmouth, for the purpose of receiving customer inquiries and complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries. Said customer service office shall be open for walk-in business Monday through Friday, excluding holidays, during Normal Business Hours.

(b) Said customer service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority at least thirty (30) days advance notice of any such change(s), (ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes and (iii) in no event shall said office be open less than forty (40) hours per week for the entire term of this Renewal License, including evening hours.

Section 13.2---**TELEPHONE ACCESS**

(a) The Licensee shall maintain sufficient customer service representatives in order to handle all Subscriber calls. As of the Effective Date of this Renewal License, the Licensee's telephone access hours are twenty-four (24) hours per day, seven (7) days per week. The Licensee reserves the right to change such hours as required by applicable law and demonstrated community need, upon advance written notice to the Issuing Authority.

(b) The Licensee's main customer service office(s) shall have a publicly listed local telephone number for Falmouth Subscribers; provided, however, that the Licensee may utilize a toll-free telephone number if allowable by applicable law.

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

(d) A Subscriber shall receive a busy signal less than three (3%) of the time that the Licensee's customer service office is open for business, pursuant to Section

13.1 above, measured on a quarterly basis, under normal operating conditions.

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the reports, subject to Section 14.4 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

Section 13.3---**INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Licensee shall provide a standard aerial installation to Cable Service(s) to Falmouth residents who request Service within seven (7) days of said request, subject to required conditions and/or approvals, if needed.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur in the appointed morning (9:00 AM to 1:00 PM), afternoon (1:00 PM to 5:00 PM) or, if applicable, evening (5:00 PM to 7:00 PM). Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said resident or Subscriber and the Licensee. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) As of the Effective Date of this Renewal License, the Licensee shall make installation and service calls to its Subscribers from 8:00 AM to 5:00 PM, Monday through Friday from 8:00 AM to 5:00 PM on Saturday. The Licensee reserves the right to change such hours as required by applicable law and demonstrated community need, upon advance written notice to the Issuing Authority.

(d) The Licensee shall respond to all requests for service or repair that are received during the business hours described in Section 13.1. All of such requests shall be handled on the same day, if possible; provided, however, that all calls for loss of picture and audio on all channels shall be responded to within twenty-four (24) hours of said call. Verification of the problem and resolution shall occur as promptly as possible.

(e) A Subscriber complaint or request for service received after regular business hours, as defined in Section 13.1 above, shall be acted upon the next business day.

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

(g) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(h) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

Section 13.4---**FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as *Exhibit 8*.

Section 13.5---**BUSINESS PRACTICE STANDARDS**

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

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill
- (v) Advance Billing, Issuance of Bills;

-Town of Falmouth Cable Television Renewal License-

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

(vii) Charges for Disconnection or Downgrading of Service;

(viii) Billing Disputes; and

(ix) Service Interruptions.

Section 13.6---**COMPLAINT RESOLUTION PROCEDURES**

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

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

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s)

may investigate any multiple complaints/disputes brought by Subscribers regarding operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) may suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which amendments the Licensee shall negotiate in good faith.

Section 13.7---**REMOTE CONTROL DEVICES**

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

Section 13.8---**LOSS OF SERVICE-SIGNAL QUALITY**

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

Section 13.9---**EMPLOYEE IDENTIFICATION CARDS**

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

Section 13.10---**PROTECTION OF SUBSCRIBER PRIVACY**

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

(b) The Licensee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License, as may be required by applicable law.

Section 13.11---**PRIVACY WRITTEN NOTICE**

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

Section 13.12---**MONITORING**

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or

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User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel useage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information after a reasonable amount of time, except as authorized not to do so by the affected Subscriber.

Section 13.13---**DISTRIBUTION OF SUBSCRIBER INFORMATION**

The Licensee comply with Section 631 of the Cable Act, attached hereto as *Exhibit 9*, regarding distribution of Subscriber information.

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

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

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

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

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

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

Section 13.16---**PRIVACY STANDARDS REVIEW**

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

ARTICLE 14

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---**GENERAL**

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

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

Section 14.2---**FINANCIAL REPORTS**

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) a sworn statement of the Licensee's revenues pertaining to the Falmouth Cable System. The Licensee shall also provide a financial balance sheet (Cable Division Form 200) and statement of ownership which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Person preparing the same and by the Licensee or an officer of the Licensee.

(b) The Licensee shall also provide a separate report including the following:

(i) All Gross Annual Revenues, as defined in Section 1.1(24) supra, with revenues for Cable Service(s) and Cable Modem Service(s) listed separately; and

(ii) Any other reports required by State and/or federal law.

Section 14.3---**CABLE SYSTEM INFORMATION**

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

Section 14.4---**IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with Section 13.2 and Section 13.5 herein, the Licensee shall provide, upon the request of the Issuing Authority, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

Section 14.5---**INDIVIDUAL COMPLAINT REPORTS**

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The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 14.6---**ANNUAL PERFORMANCE TESTS**

The Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 14.7---**QUALITY OF SERVICE**

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

Section 14.8---**DUAL FILINGS**

(a) If requested, the Licensee shall make available to the Town at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to the Cable System in Falmouth, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 14.9---**INVESTIGATION**

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town

governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 15

EMPLOYMENT

Section 15.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall comply with all applicable State and federal laws and/or regulations regarding Equal Employment Opportunity.

Section 15.2---NON-DISCRIMINATION

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

-Town of Falmouth Cable Television Renewal License-

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1---ENTIRE AGREEMENT

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

Section 16.2---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 captions shall not affect the meaning or interpretation of the Renewal License.

Section 16.3---SEPARABILITY

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

Section 16.4---ACTS OR OMISSIONS OF AFFILIATES

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

Section 16.5---RENEWAL LICENSE EXHIBITS

-Town of Falmouth Cable Television Renewal License-

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

Section 16.6---**WARRANTIES**

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

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

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

(b) The Issuing Authority warrants, represents and acknowledges that, as of the Effective Date of this Renewal License, it has the requisite authority under applicable law to enter into and legally bind the Issuing Authority to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.

Section 16.7---**FORCE MAJEURE**

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

Section 16.8---**REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber, but shall offer to said Subscriber an adequate switching device ("A/B Switch"), at a cost in compliance with applicable law, to allow said Subscriber to choose between cable and non-cable television reception.

Section 16.9---**SUBSCRIBER TELEVISION SETS**

In accordance with applicable law, the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 16.10---**APPLICABILITY OF RENEWAL LICENSE**

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

Section 16.11---**NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Office of the Board of Selectmen, Falmouth Town Hall, 59 Town Hall Square, Falmouth, Massachusetts 02540, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Counsel. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Legal Department, Adelphia Communications Corporation, 1 North Main Street, Coudersport, Pennsylvania 16915, with a copy to Regional Manager, 91 Industrial Park Road, Plymouth, Massachusetts 02360, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) Upon reasonable notice, the Licensee shall also identify hearing(s) by periodic announcement on a Local Origination channel, if one is programmed, for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

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

Section 16.12---**NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Issuing Authority or other governmental entity or any official, member, employee, or agent of the Issuing Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief.

Section 16.13---**TOWN'S RIGHT OF INTERVENTION**

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

Section 16.14---**TERM**

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

EXHIBITS

EXHIBIT 1

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming, based upon public input from Falmouth Subscribers:

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

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

(See Attached)

EXHIBIT 2

LICENSEE'S EQUIPMENT COMPATIBILITY OPTIONS

(See Attached)

EXHIBIT 3

FREE DROPS AND MONTHLY SERVICE TO NON-SCHOOL BUILDINGS

The following non-school buildings shall receive the following Drops and/or Outlets and monthly Service at no charge:

1. Town Hall, 59 Town Hall Square
2. Gus Canty Center, Main Street
3. Woods Hole, Community Hall
4. Senior Center, Dillingham Avenue
5. Surf Drive Beach, Surf Drive
6. DPW Garage, Gifford Street
7. Human Services Building, Town Hall Square
8. Falmouth Public Library, Main, Katherine Lee Bates Road
9. North Branch Library
10. East Falmouth Library, Route 28, East Falmouth Library
11. Harbormasters Office, Scranton Avenue
12. FCTV

Eight (8) other locations to be determined to maximum of 20

EXHIBIT 4

**FREE DROPS AND MONTHLY SERVICE
TO SCHOOL BUILDINGS**

The following public schools shall continue to receive the following Drops and/or Outlets and monthly Service at no charge:

1. Morse Pond School
2. Lawrence School
3. Mullen Hall School
4. East Falmouth Elementary
5. North Falmouth Elementary
6. Teaticket Elementary School
7. School Administration Building

EXHIBIT 5

LIST OF ORINATION SITES *

1. Town Hall;
2. School Administration Building;
3. Lawrence School;
4. Morse Pond School;
5. Gus Cauty Recreational Center;
6. Falmouth High School; and
7. One of the following three (3) sites: *

- + Senior Center, Dillingham Avenue
- + Harbormaster/Bandshell, Scranton Avenue
- + Woods Hole Community Center

* provided that the Issuing Authority identify the exact site to the Licensee before construction of the 750 MHz upgrade commences.

* These sites in addition to the Falmouth Community Television Access Corporation Studio.

EXHIBIT 6

GROSS ANNUAL REVENUES REPORTING FORM

(See Attached)

EXHIBIT 7

207 CMR 10.00

(See Attached)

EXHIBIT 8

FCC CUSTOMER SERVICE OBLIGATIONS

(See Attached)

EXHIBIT 9

SECTION 631 OF THE CABLE ACT

(See Attached)

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Falmouth, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Adelphia Cablevision Associates, L.P.

The Town of Falmouth, MA
L.P.

Adelphia Cablevision Associates,

BY: Michael J. Rigas

Inc.,
Partner

TITLE: Executive Vice-President,
of Chelsea Communications,
its General

BY: The Falmouth Board of Selectmen,
as Issuing Authority

-Town of Falmouth Cable Television Renewal License-

DATE: **February 28, 2000**

DATE: **February ____, 2000**

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Exhibit 5	List of Origination Sites
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Exhibit 9	Section 631 of the Cable Act