CABLE TELEVISION
FINAL LICENSE

GRANTED TO
VERIZON NEW ENGLAND INC.

OCTOBER 14, 2008

BOARD OF SELECTMEN
TOWN OF GRAFTON,
MASSACHUSETTS

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THIS CABLE LICENSE AGREEMENT (this "License" or "Agreement") is entered into by and between the Board of Selectmen of the Town of Grafton, as Issuing Authority for the grant of the cable television license pursuant to the Massachusetts Cable Law, and Verizon New England, Inc., a corporation duly organized under the applicable laws of the State of New York (the "Licensee").

WHEREAS, the Issuing Authority wishes to grant the Licensee a nonexclusive License to construct, install, maintain, extend and operate a Cable System in the Town as designated in this License;

WHEREAS, the Issuing Authority is a "franchising authority" in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Licensee is in the process of upgrading its existing Telecommunications Facilities through the installation of a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Town which transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the Town, and Licensee desires to use portions of the FTTP Network once installed to provide Cable Services (as hereinafter defined) in the Town;

WHEREAS, the Licensee submitted an application dated November 29, 2007, on Cable Division Form 100 for a license to operate and maintain a Cable System in the Town;

WHEREAS, pursuant to 207 CMR 3.03(3), the Issuing Authority released an Issuing Authority Report dated March 5, 2008, and Licensee submitted an amended application dated April 5, 2008.

WHEREAS, pursuant to 207 CMR 3.03(4), the Issuing Authority held a public hearing to assess the qualifications of Licensee, and has found Licensee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the Issuing Authority has determined that, in accordance with the provisions of the Massachusetts Cable Law, the grant of a nonexclusive License to the Licensee is consistent with the public interest;

WHEREAS, the Issuing Authority and the Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions; and

WHEREAS, the Issuing Authority exercised diligent efforts to ensure that the terms and conditions of this License are, when taken as a whole in light of all relevant circumstances, not

more favorable nor less burdensome than those in the Cable Television Renewal License dated July 13, 2004, granted by the Issuing Authority to Comcast of Massachusetts/Virginia, Inc.

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a License to Licensee, Licensee's promise to provide Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel, which the Licensee shall make available to the Town or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of Video Programming as directed by the Issuing Authority or its designee, in accordance with 47 U.S.C. § 531 and the terms of this License.

1.2. *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Licensee.

1.3. *Basic Service*: Any service tier which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning 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, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Communications Act*: The Communications Act of 1934, as amended.

1.10. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.11. *Educational Access Channel*: An Access Channel available for the use of the local public schools in the Town, in accordance with 47 U.S.C. § 531 and the terms of this License.

1.12. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.13. *Force Majeure*: An event or events reasonably beyond the ability of a party to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, accidents for which a party is not primarily responsible, fire, flood, or other acts of God, or with respect to Licensee's obligations hereunder, actions or inactions of any government instrumentality or public utility including condemnation, work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.14. *FTTP Network*: Shall have the meaning set forth in the recitals of this Agreement.

1.15. *Government Access Channel*: An Access Channel available for use of the Issuing Authority, in accordance with 47 U.S.C. § 531 and the terms of this License.

1.16. *Gross Revenues*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: subscriber fees, charges and payments collected from Subscribers for Cable Services (including, but not limited to, basic and premium Cable Services and pay-per-view Cable Service); installation, reconnection, change of service and similar charges; revenues received from rentals or sales to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; additional outlet fees; fees from third parties for leased access programming; revenues that Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues (after deducting sales commissions) as prorated to include such revenue attributable to the Cable System in the Town; and all fees imposed on Licensee by this License and applicable law that are passed through and paid by Subscribers and which are included in gross revenues of other cable

operator(s) in the Town (including the License Fee and PEG Access Support) provided, however, that Gross Revenue shall not include:

1.16.1. Revenues received by any Affiliate in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

1.16.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3. Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4. Any revenues classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services;

1.16.5. Any revenues of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, not including that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.16.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required to pay (and does pay) cable license fees to the Town on the resale of the Cable Services;

1.16.7. The sale of Cable Services to customers which are exempt from being charged for Cable Service pursuant to the Massachusetts Cable Law, including, without limitation, the provision of Cable Services to public institutions pursuant to the Massachusetts Cable Law or as required or permitted herein;

1.16.8. Any tax of general applicability imposed by a Town, State, federal or any other governmental entity and required to be collected from Subscribers by Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication taxes and non-cable license fees);

1.16.9. Any foregone revenues which Licensee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions designated in this License; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barters, services or other items of value shall be included in Gross Revenue;

1.16.10. Revenues from the sales of capital assets or sales of surplus equipment (provided that this exclusion shall not include sales to Subscribers of converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System);

1.16.11. Program launch fees;

1.16.12. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; and

1.16.13. Any fees or charges collected from Subscribers or other third parties for the PEG Grant (Section 5.2), except to the extent that the Town provides the Licensee evidence that the other cable provider(s) in the Town include such fees or charges in their respective gross revenue calculations.

1.17. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(20).

1.18. *Internet Access Service*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19. *Issuing Authority*: The Board of Selectmen of the Town of Grafton.

1.20. *License Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.21. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.22. *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the regulations thereunder.

1.23. *Non-Cable Services*: Any service that does not constitute the provision of Cable Services over the Cable System and that is not otherwise included in the definition of Cable Services under Section 602(6) of the Communications Act (47 U.S.C. §522(6)), including, but not limited to, Information Services and Telecommunications Services.

1.24. *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.25. *Normal Operating Conditions*: Those service conditions which are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are within the control of the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.26. *PEG*: Public, educational, and governmental.

1.27. *PEG Channel*: Shall have the meaning set forth in Section 5.1.1 of this Agreement.

1.28. *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.29. *Public Access Channel*: An Access Channel available for the use by the residents in the Town, in accordance with 47 U.S.C. § 531 and the terms of this License.

1.30. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including compatible public utility easements or any other easements or rights of way dedicated for compatible uses, and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services. Reference herein to a "Public Rights-of-Way" 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.

1.31. *Service Area*: The geographic boundary of the Town as outlined in attached **Exhibit A**, being the entire Town of Grafton.

1.32. *Service Date*: The date that the Licensee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Town, which date shall be within twelve (12) months of the Effective Date. The Licensee shall memorialize the Service Date by notifying the Issuing Authority in writing of the same, which notification shall become a part of this License.

1.33. *Service Interruption*: The loss of picture or sound on one or more cable Channels.

1.34. *State*: The Commonwealth of Massachusetts.

1.35. *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with the Licensee's express permission.

1.36. *Telecommunications Facilities*: The Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.37. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.38. *Title II*: Title II of the Communications Act.

1.39. *Title VI*: Title VI of the Communications Act.

1.40. *Town*: The Town of Grafton.

1.41. Transfer of this License:

Any transaction in which:

1.41.1.1 an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.41.1.2 the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sections 1.41.1.1 and 1.41.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00 et. seq.).

1.42. *Video Programming*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. This License grants no authority for the Licensee to use the Public-Rights-of-Way within the Town for any purpose other than as provided herein. However, nothing in this License shall be construed to prohibit or limit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way is subject to M.G.L. c. 166, s. 22, and as such is subject to regulation by the Town consistent with that law, including all lawful and applicable Town bylaws and regulations regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. To the extent that grants of location may be required for the ownership, operation and maintenance of the Cable System along the Public Rights-of-Way

within the Town, the Town reserves the right to require that Licensee obtain grants of location and comply with such grant of location requirements.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and State law, and the Town does not and will not assert jurisdiction over Licensee's FTTP Network, in contravention of those limitations. The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term*: This License shall become effective on October 14, 2008 (the "Effective Date"). The term of this License shall be ten (10) years from the Effective Date unless this License is earlier revoked or terminated as provided herein. If, subsequent to the Effective Date, there is a change in federal or State law that eliminates, limits or modifies the authority of the Issuing Authority to require, grant or maintain that the Licensee operate under this License or permits the Licensee to "opt out" of this License, then to the extent permitted by law this License shall survive such legislation and the Licensee will not exercise any such "opt out" rights that it may have under such legislation.

2.4. *Grant Not Exclusive*: This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights which are granted after the Effective Date shall not be inconsistent with the rights granted under this License or the Licensee's rights under State law with respect to its telecommunications network.

2.5. *License Subject to Federal and State Law*: Notwithstanding any provision to the contrary herein, this License is subject to and shall be governed by all applicable provisions of federal and State law as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law.

2.6. *No Waiver*:

2.6.1. The failure of the Town on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Town, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not

be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Town from performance, unless such right or performance has been specifically waived in writing.

2.7. *Construction of Agreement*:

2.7.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.7.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.8. *Police Powers*: Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, provided that the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this License.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area*: Licensee shall offer Cable Service to a substantial number of residential households served by aerial plant, and may make Cable Service available to businesses in the Service Area, within twelve (12) months of the Effective Date, and shall offer Cable Service to all residential households in the Service Area within four (4) years of the Effective Date, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in developments or buildings that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Licensee; and (F) in areas, developments or buildings where Licensee is unable to provide Cable Service for stated technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis.

3.2. *Availability of Cable Service*: The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and the Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Licensee shall provide Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within two hundred fifty (250) feet of trunk or feeder lines not otherwise already served by the Licensee's FTTP Network. Where a residential connection exceeds such lengths, the Licensee shall be allowed to recover from such Subscriber the actual cost of connection attributable to the distance in excess of the lengths above.

3.3. *Cable Service to Public Buildings*: Subject to Section 3.1 and pursuant to Section 5(e) of the Massachusetts Cable Law, Licensee shall provide a cable drop, outlet, and converter (if necessary) activated for Basic Service along its cable routes within the Service Area at no cost to public schools, police and fire stations, public libraries, and other public buildings

designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit B**. Licensee shall not be responsible for the cost of any terminal equipment (including television monitors, VCRs, DVDs, DVRs and/or computers) and shall not be responsible for any lost, stolen or damaged converters or other equipment that may be provided by Licensee. The cost of additional drops or outlets, inside wiring for said additional drops or outlets, and any converters requested by the Issuing Authority within the public buildings is the responsibility of the Town. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3, including consideration of locating such outlet in a building hub or wire closet capable of transmitting signals through the buildings internal wiring where reasonable, technically feasible and not cost prohibitive.

4. SYSTEM FACILITIES

4.1. *System Characteristics*: The Licensee's Cable System shall meet or exceed the following requirements:

4.1.1. The System shall be designed with an initial digital carrier passband of between 54 and 863 MHz.

4.1.2. The System shall be designed to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code and the National Electrical Safety Code.

4.2. *Interconnection*: The Licensee shall design its Cable System so that it may be interconnected with other cable systems in the Town. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.3. *Emergency Alert System*: The Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

4.4. *Parental Control Capability*: The Licensee shall comply with all applicable requirements of federal law governing Subscribers' capability to control the reception of any Channels being received on their television sets.

5. PEG SERVICES AND SUPPORT

5.1. *PEG Set Aside; Interconnection*:

5.1.1. In order to ensure universal availability of PEG programming, Licensee shall provide capacity on its Basic Service tier for three (3) Channels for Public Access, Educational Access and Government Access (the "PEG Channels").

5.1.2. The Town waives any objection that it may have with respect to Licensee's carriage of Grafton PEG Access programming outside of the Town to other areas in Massachusetts and releases and forever discharges the Licensee from any and all claims, actions, obligations or liabilities, whether known or unknown, that the Town may have arising from copyright and other intellectual property rights, which may arise from Licensee's carriage of such programming outside of the Town. The Licensee specifically reserves the right to make or change PEG Access Channel number assignments in its sole discretion. However, Licensee will provide the Issuing Authority with written notice of any changes in PEG Access channel number assignments at least thirty (30) days prior to implementing such changes. If a PEG Channel provided under this Article is not being utilized by the Town, Licensee may utilize such PEG Channel, in its sole discretion, until such time as the Town elects to utilize the PEG Channel for its intended purpose. Consistent with federal law, Licensee shall provide the Town with at least sixty (60) days notice prior to utilizing a PEG Channel pursuant to this Section 5.1.2. In the event that the Town determines to use such PEG capacity, the Town shall provide Licensee with one hundred twenty (120) days' prior written notice of such request.

5.1.3. The Licensee, at the Licensee's expense, shall interconnect its Cable System with the existing cable operator's cable system in order to cablecast, on a live basis, all PEG Access Programming carried by the incumbent cable operator consistent with this Final License. The Licensee shall take commercially reasonable steps to accomplish such interconnection within one hundred eighty (180) days of the Effective Date. Interconnection may be accomplished by direct cable, microwave link, satellite or other reasonable method of connection. Licensee shall negotiate in good faith with existing cable operator(s) respecting reasonable, mutually convenient, cost-effective, and technically viable interconnection points, methods, terms and conditions. The Issuing Authority shall, if requested by Licensee, make a good faith effort to have the existing cable operator(s) provide such interconnection to the Licensee on reasonable terms and conditions provided, however, the Issuing Authority need not be present during interconnection negotiations. The Licensee and the existing cable operator(s) shall negotiate the precise terms and conditions of an interconnection agreement. Upon request of Licensee, the Issuing Authority shall assist in informally mediating disputes. The Licensee shall have no obligation to maintain an interconnection agreement with the existing cable operator if and when the conditions set forth in Sections 5.1.3.1 or 5.1.3.2 below are met.

5.1.3.1. If the Issuing Authority or its access designee takes over operation and control of the PEG Access Studio and the Issuing Authority has not exercised its rights pursuant to Section 5.1.3.2 below, the Issuing Authority may, at its option, notify the Licensee in writing of said change in operation and control. Upon receipt of such written notice, the Licensee, at the Licensee's expense, shall connect its Cable System to equipment owned by the Town or its access designee at the PEG Access Studio ("PEG Access Studio") currently located at 296 Providence Road, or at a mutually agreeable alternate location in order to cablecast, on a live basis, all live, pre-recorded, or character-generated PEG Access Programming originated exclusively at said Studio location and four (4) additional PEG programming origination locations designated in this Section 5.1.3.1. The Licensee shall also

provide fiber links between the PEG Access Studio and equipment owned by the Town or its access designee at said four (4) additional locations designated by the Town in order to cablecast, on a live basis, all live, pre-recorded, or character-generated PEG Access Programming originated exclusively at such locations. The PEG Access Studio shall serve as the aggregation point for all PEG Access Programming originating at such locations. Licensee shall provide PEG Edge Device ("PED") equipment at the PEG Access Studio to switch PEG Programming generated at these locations onto the appropriate PEG Channels provided pursuant to Section 5.1.1 above provided, however, that the Issuing Authority or its access designee shall be responsible for the installation, operation and maintenance of the PED equipment. The Licensee shall make the connections at (i) the PEG Access Studio (located at 296 Providence Road) (ii) Town Hall (located at 30 Providence Road, or, if the Town Hall moves to a new location prior to the written notice described in this Section 5.1.3.1, then at such new location) and (iii) the Town High School (located at 24 Providence Road, or, if the High School moves to a new location prior to the written notice described in this Section 5.1.3.1, then at such new location) within one hundred eighty (180) days after receipt of written notice from the Issuing Authority and shall make the connection to the two locations to be determined within twelve (12) months after receipt of written notice from the issuing Authority, provided that all of the designated locations are located along the Licensee's activated cable route, Verizon's Central Office(s) serving these locations are video enabled, the said locations are operable for their intended purpose, that the Issuing Authority shall cooperate with the Licensee's efforts pursuant to this Section 5.1.3.1, and provided further that the Issuing Authority or its access designees shall cooperate with the Licensee with respect to such connections, including, without limitation, providing Licensee with reasonable and lawful access, sufficient space and favorable environmental conditions at each such location. The Issuing Authority or its access designee shall be responsible for delivering a suitable PEG signal to the access connection point at each such location. The Licensee shall provide, install, maintain, repair and replace only equipment that is necessary to receive and transmit such PEG Programming from the designated locations to Subscribers. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such PEG programming, except as necessary to implement the foregoing to the extent of Licensee's responsibilities indicated above (including being reasonably available to consult with the Issuing Authority or its access designee with respect to installation of the PED equipment being provided as described above). The Issuing Authority and the Licensee shall work together in good faith to resolve any PEG access connection issues.

5.1.3.2. If the Issuing Authority builds, operates, and maintains an institutional network capable of transmitting PEG Access Programming during the term of this License and the Issuing Authority has not exercised its option pursuant to Section 5.1.3.1 above, then the Issuing Authority may, at its option, require Licensee to connect to a mutually agreeable, single source location on the institutional network within the municipal boundaries of the Town, located along the Licensee's activated cable route, served by a Verizon Central Office that is video enabled, and operable for its intended purpose, to transmit the Town's PEG Access Programming. If the Issuing Authority chooses to exercise its option under this Section 5.1.3.2, the Issuing Authority shall provide the Licensee with written notice to that effect, including the address of the source location. Upon receipt of such written notice, The Licensee, at the Licensee's expense, shall connect its Cable System to equipment owned by the Town or its access designee at such location on the institutional network located along Licensee's activated

cable route in order to cablecast, all live, pre-recorded or character-generated PEG Access Programming transmitted to that location by the Issuing Authority or its access designee. The Licensee shall make this connection within one hundred eighty (180) days of receipt of written notice from the Issuing Authority provided that the Issuing Authority shall cooperate with the Licensee's efforts pursuant to this Section 5.1.3.2, and provided further that the Issuing Authority or its access designees shall cooperate with the Licensee with respect to such connection, including, without limitation, providing Licensee with reasonable and lawful access, sufficient space and favorable environmental conditions at the designated location. The Issuing Authority or its access designee shall be responsible for delivering a suitable PEG signal to the access connection point at the source location. The Licensee shall provide, install, maintain, repair and replace only equipment that is necessary to receive and transmit such PEG Programming from the source location to Subscribers. If the Issuing Authority exercises its option pursuant to this Section 5.1.3.2, then, in addition to the foregoing, the Licensee shall provide a grant to the Issuing Authority and/or its access designee(s) to be used for the purchase of encoder/decoder equipment and other equipment to enable the transmission of PEG Access Programming over the Town's institutional network. The amount of the grant paid pursuant to this Section 5.1.3.2 shall be Twenty Thousand Dollars ($20,000), and shall be paid within sixty (60) days of the Licensee's receipt of written notice from the Issuing Authority. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such PEG programming, except as necessary to implement the foregoing to the extent of Licensee's responsibilities indicated above. The Issuing Authority and the Licensee shall work together in good faith to resolve any PEG access connection issues.

5.1.3.3. The Issuing Authority shall only be able to exercise its options pursuant to one (1) of the preceding Sections 5.1.3.1 or 5.1.3.2 during the term of this License.

5.1.4. The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards the same or better than those which apply to the Cable System's standard definition commercial Channels, provided, however, that the Licensee is not responsible for the production quality of PEG Access programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control, nor for any PEG Access equipment not owned by the Licensee.

5.2. *PEG/I-Net Grant and PEG Access Support*:

5.2.1. The Licensee will provide grants to the Issuing Authority and/or its access designee(s), as set forth further below, to be used for the support of the production of local PEG programming or any institutional network or cable-related facilities and equipment within the Town ("PEG/I-Net Grant"). For purposes of this License, the Issuing Authority's access designee shall not include the incumbent cable operator. As determined by the Issuing Authority, such PEG/I-Net Grant shall be used by the Issuing Authority or its access designee(s) for public, educational or governmental access equipment, including, but not limited to studio and portable production equipment, editing equipment and program playback equipment, for renovation of public, educational or governmental access facilities, or for equipment to facilitate transmission of public, educational or governmental access programming and other services over

network facilities or functionally equivalent purposes and for Issuing Authority implementation of the foregoing in accordance herewith and in accordance with all applicable laws and regulations. The PEG/I-Net Grant provided by Licensee hereunder shall be One Hundred and Six Thousand Dollars ($106,000), payable as follows: (i) Fifty Six Thousand Dollars ($56,000) within sixty (60) days of the Effective Date, (ii) Twenty Five Thousand Dollars ($25,000) on the second (2nd) anniversary of the Effective Date, and (iii) Twenty Five Thousand Dollars ($25,000) on the third (3rd) anniversary of the Effective Date.

5.2.2. The Licensee shall provide annual funding to the Issuing Authority and/or its access designee(s) for any cable related purpose, including PEG Access operating support and/or other PEG Access costs and expenses, including related technological expenses ("PEG Access Support"), consistent with applicable laws and regulations, in the amount of five percent (5%) of the Licensee's annual Gross Revenue, subject to the limitation in Section 6.2; provided, however, that the Licensee shall be able to offset against this percentage any PEG Access Studio operating and staffing related costs payable on account of the Licensee sharing such costs (and not any I-Net maintenance costs) with the incumbent cable provider under the terms of the interconnection agreement entered into pursuant to Section 5.1.3 above. The amount of such offset shall not exceed one and one-half percent (1.5%) of the Licensee's quarterly Gross Revenue in any quarter, provided that the Licensee shall be permitted to carry forward any unrecovered costs to be offset in future quarter(s). Licensee shall not be permitted to offset any of the foregoing PEG Access Studio operating costs or PEG Access staff related costs pursuant to this Section 5.2.2 after completion of the connections to the PEG Access Studio and the auxiliary PEG origination locations or the Town's institutional network pursuant to Section 5.1.3.1 or Section 5.1.3.2. Finally, if any renewal license of the incumbent cable operator (or its successor or assign) in the Town entered into after the Effective Date of this License provides for the incumbent to pay a different percentage for annual PEG Access Support during a time period of this License, then the percentage of the Licensee's PEG Access Support payments shall be adjusted to match such percentage over that same time period, and the Licensee shall no longer be able to offset the PEG Access Studio operating and staff related costs (except with respect to any costs which have been carried forward as described above, which costs may be offset (subject to the 1.5% per quarter limitation) until fully recovered).

5.2.3. *Payments*: The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such quarterly payment shall be accompanied by a statement certified by a duly authorized representative of Licensee setting forth in reasonable detail the Gross Revenues subject to the fee, including the amount of any offset as described in Section 5.2.2 above. Licensee shall be allowed to submit or correct any payments that were incorrectly omitted, or shall be refunded any payments that were incorrectly submitted, in connection with the quarterly remittances if, with respect to a claim for refund, such claim is submitted within ninety (90) days following the close of the calendar year for which such payments were applicable and if Licensee provides documentation reasonably acceptable to the Town supporting such refund. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter. If Cable Services subject to the calculation of Gross Revenues are provided to Subscribers in conjunction with Non-Cable Services, the amount of such revenue included in the calculation of Gross Revenues shall be only the value of the Cable Services as determined in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders.

5.3. *PEG Operational Rules*. The Issuing Authority and/or its access designee shall establish rules and regulations that require all local producers and users of any of the PEG facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and Licensee harmless for same, subject to applicable federal statutory and FCC requirements. The Issuing Authority or its access designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this Section 5.3.

5.4. *Recovery of Costs*. To the extent permitted by federal law, the Licensee shall be allowed to recover the costs of the PEG/I-Net Grant, the encoder/decoder equipment grant provided pursuant to Section 5.1.3.2 (if such option is exercised), the PEG Access Support, the costs of PEG interconnection and any other costs arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Licensee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

5.5. *Non-Commercial Programming*. The Issuing Authority shall not use the PEG Access Channels to provide for-profit commercial programming. Consistent with the current underwriting standards for non-commercial television stations, notices of support and underwriting may be permitted within or adjacent to PEG Access programming.

6. LICENSE FEES

6.1. *License Fee*: Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents ($.50) per Subscriber per year (the "License Fee").

6.2. *Maximum Franchise Fee Obligation*: The Licensee shall not be liable for a total franchise fee commitment pursuant to this License and applicable law in excess of five percent (5%) of its annual Gross Revenues; provided that such five percent (5%) shall include (i) the License Fee payable to the Town (Section 6.1), (ii) the license fee payable to the Commonwealth of Massachusetts pursuant to Section 9 of the Massachusetts Cable Law, and (iii) the PEG Access Support (Section 5.2.2), but it shall not include (A) the PEG/I-Net Grant (Section 5.2.1), (B) the encoder/decoder equipment grant described in Section 5.1.3.2 (if such option is exercised), (C) PEG interconnection costs (Sections 5.1.3), and (D) any other exclusions to franchise fees pursuant to Section 622(g)(2) of the Communications Act.

6.3. *Payment Information*: In determining the License Fee pursuant to Section 6.1 above, the number of Subscribers shall be measured as of December 31 of the preceding calendar year. The License Fee shall be paid no later than March 15 of each year during the term of this License.

6.4. *Limitation on Actions*: The parties agree that the period of limitation for initiation of recovery of any payment obligation under this Agreement shall be three (3) years from the date on which payment by Licensee is due.

7. CUSTOMER SERVICE; CUSTOMER PRIVACY

Customer Service Requirements are set forth in **Exhibit C**, which shall be binding unless amended by written consent of the parties. Licensee shall comply with the billing and termination of service provisions set forth in 207 CMR 10.00, as amended, which shall supersede any conflicting provisions set forth in **Exhibit C**. Licensee shall comply with Section 631 of the Communications Act (47 U.S.C. § 551) with respect to protection of Subscriber privacy rights.

8. REPORTS AND RECORDS

8.1. *Open Books and Records*: Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. If the Licensee believes that the requested information is confidential, then the Licensee shall provide the following documentation to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps to the extent consistent with public records laws to protect the confidential nature of any books, records, maps, plans or other requested documents that are provided to the extent they are designated as such by Licensee in accordance herewith, including without limitation, cooperating with the Licensee's exercise of its rights to protect its confidential information from public disclosure. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required*: The Licensee shall at all times maintain:

8.2.1. Records of all written complaints for a period of three (3) years after receipt by the Licensee;

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

8.3. *Additional Reports*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

8.5. *Annual Performance Review*: The Issuing Authority may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall provide Licensee with thirty (30) days advance written notice of such evaluation session. If requested in writing by the Licensee, the Issuing Authority shall provide Licensee with a written report with respect to Licensee's compliance within thirty (30) days after the conclusion of such evaluation session.

8.6. *Quality of Service*: If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report on the performance of the Cable System.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance*:

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of four million dollars ($4,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts.

9.1.1.4. Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: $100,000; (B) Bodily Injury by Disease: $100,000 employee limit; and (C) Bodily Injury by Disease: $500,000 policy limit.

9.1.2. The Town shall be included as additional insured under each of the insurance policies required in this Article 9 except Worker's Compensation and Employer's Liability Insurance.

9.1.3. The Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this Agreement.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.1.6. All insurance policies shall have a thirty (30) day notice of cancellation provision.

9.2. *Indemnification*:

9.2.1. The Licensee shall indemnify and hold the Town, its officials, councils, committees, agents and employees harmless at all times during the term of this License from any and all claims, suits and judgments, whether for damages or otherwise arising out of the installation, operation, or maintenance of the Cable System or the provision of Cable Services in the Town, provided that the Town shall give the Licensee written notice of its request for indemnification within a period of time from receipt of a claim pursuant to this subsection sufficient to enable Licensee to timely answer complaints, raise defenses and to defend all claims. Notwithstanding the foregoing, the Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third parties, or for any activity or function conducted by any Person other than Licensee (or its agents and invitees) in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

9.2.2. With respect to the Licensee's indemnity obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after

consultation with the Town, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the Town and the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such proposed settlement.

9.3. *Performance Bond.* Within forty-five (45) days after the Effective Date, the Licensee shall provide to the Town, and shall maintain throughout the remainder of the term of this License, a performance bond in the Town's favor in the amount of Fifty Thousand Dollars ($50,000), which shall insure against material default by Licensee of the performance of its obligations under this License and shall be substantially in the form of **Exhibit D**. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, the Licensee shall provide a new bond pursuant to this Article within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond. If the Town suffers any damages as a result of the Licensee's failure to comply with the material provisions of this License, then the Town may recover from the surety of the bond all such damages suffered by the Town, provided that the total of such damages recovered from the bond shall not exceed the amount of Fifty Thousand Dollars ($50,000). Recourse by the Town of remedies available under this Section 9.3 shall not be exclusive of other lawful remedies available to the Town at law and equity.

10. TRANSFER OF LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application and forms therefore as provided by the FCC and the Cable Division. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.41 above, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00 et. seq.). The transferee of any Transfer of this License shall be subject to the terms and conditions contained in this License.

11. RENEWAL OF LICENSE

11.1. *Governing Law*: The Town and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and

comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, the Massachusetts Cable Law and Section 13.12 below.

11.2. *Needs Assessments*: In addition to the procedures set forth in Section 626 of the Communications Act, the Town shall reasonably notify the Licensee of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Licensee under the terms of this License consistent with the requirements of applicable law. Such assessments shall be provided to the Licensee by the Town such that the Licensee has adequate time to submit a proposal under Section 626 of the Communications Act prior to expiration of its term and consistent with any applicable timetables or requirements set forth in applicable law.

11.3. *Informal Negotiations*: Notwithstanding anything to the contrary set forth herein and subject to applicable law, the Licensee and the Town agree that at any time during the term of the then current License, while affording the public appropriate notice and opportunity to comment, the Town and the Licensee may agree to undertake and finalize informal negotiations regarding renewal of the then current License and the Issuing Authority may grant a renewal thereof.

11.4. *Consistent Terms*: The Licensee and the Town consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626 of the Communications Act.

12. ENFORCEMENT AND TERMINATION OF LICENSE

12.1. *Notice of Violation*: If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform Licensee in writing prior to informal discussions. If these informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify the Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

12.2. *Licensee's Right to Cure or Respond*: The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed. In no event shall the cure period exceed a total of ninety (90) days from response pursuant to (i) unless the Licensee demonstrates in good faith to the Issuing Authority that such noncompliance cannot be cured within such 90-day period. Upon cure of any noncompliance, the Town shall provide Licensee with written confirmation that such cure has been effected.

12.3. *Public Hearing*: In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant

to Section 12.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

12.4. *Enforcement*: Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 12.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

12.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

12.4.2. Commence an action at law for monetary damages or seek other equitable relief; or

12.4.3. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 12.5.

12.5. *Revocation*: Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 12.3, the Issuing Authority shall give written notice to the Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

12.5.1. At the designated public hearing, the Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

12.5.2. Following the second public hearing, the Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. The Licensee may appeal such written determination of the

Issuing Authority to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority.

12.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

13. MISCELLANEOUS PROVISIONS

13.1. *Actions of Parties*: In any action by the Town or the Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

13.2. *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

13.3. *Preemption*: In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

13.4. *Force Majeure*: The parties shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure, provided that the Licensee takes reasonable steps under the circumstances to comply with the obligations of the License to the maximum extent possible without endangering the health or safety of the Licensee's employees or property, or the health or safety of the Town or the public, or their property. In the event that any such delay in performance or failure to perform affects only part of the Licensee's capacity to perform, the Licensee shall perform to the maximum extent it is able to do so in as expeditious a manner as possible under the circumstances. If Licensee's performance under this License is affected by Force Majeure, it shall notify the Issuing Authority within a reasonable period of time under the circumstances after it has knowledge of the Force Majeure event. Furthermore, the parties hereby agree that it is not the Town's intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.5. *Notices*: Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to the Licensee shall be mailed to:

Verizon New England Inc.
185 Franklin Street
Boston, MA 02110
Attention: Donna C. Cupelo, President

with a copy to:

Verizon Telecom
One Verizon Way
Room VC43E010
Basking Ridge, NJ 07920-1097
Attention: Jack White, Senior VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

The Board of Selectmen
Grafton Town Hall
30 Providence Road
Grafton, MA 01519

13.6. *Entire Agreement*: This License and the Exhibits hereto constitute the entire agreement between Licensee and the Town, and it supersedes all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof. Any bylaws or ordinances or parts thereof that conflict with the provisions of this License are superseded by this License.

13.7. *Amendments*: Amendments or modifications to this License shall be mutually agreed to in writing by the parties.

13.8. *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

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

13.10. *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.11. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, or denial of renewal of this License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Agreement.

13.12. *Interpretation*: The Town and the Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

13.13. *No Third Party Beneficiary*: Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

13.14. *Jurisdiction.* Except as otherwise set forth in this License, exclusive jurisdiction and venue over any dispute arising out of this License shall be in a federal or state court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of such court for the resolution of any such dispute.

13.15. *Counterparts*: This License may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This License and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this License or any counterpart hereof to produce or account for any of the other counterparts.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 14th DAY OF ~~SEPTEMBER,~~ OCTOBER 2008.

TOWN OF GRAFTON
By its Board of Selectmen:

Brook A. Padgett, Chairman

Craig V. Dauphinais, Vice Chairman

Mary Ann Cotton, Clerk

Peter A. Adams

Christopher R. LeMay

VERIZON NEW ENGLAND, INC.

By: Donna C. Cupelo, President

FORM APPROVED
Attorney
Date 9/26/08

Approved as to legal form:

William August
Special Cable Counsel

EXHIBITS

EXHIBIT A –SERVICE AREA

EXHIBIT B – MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

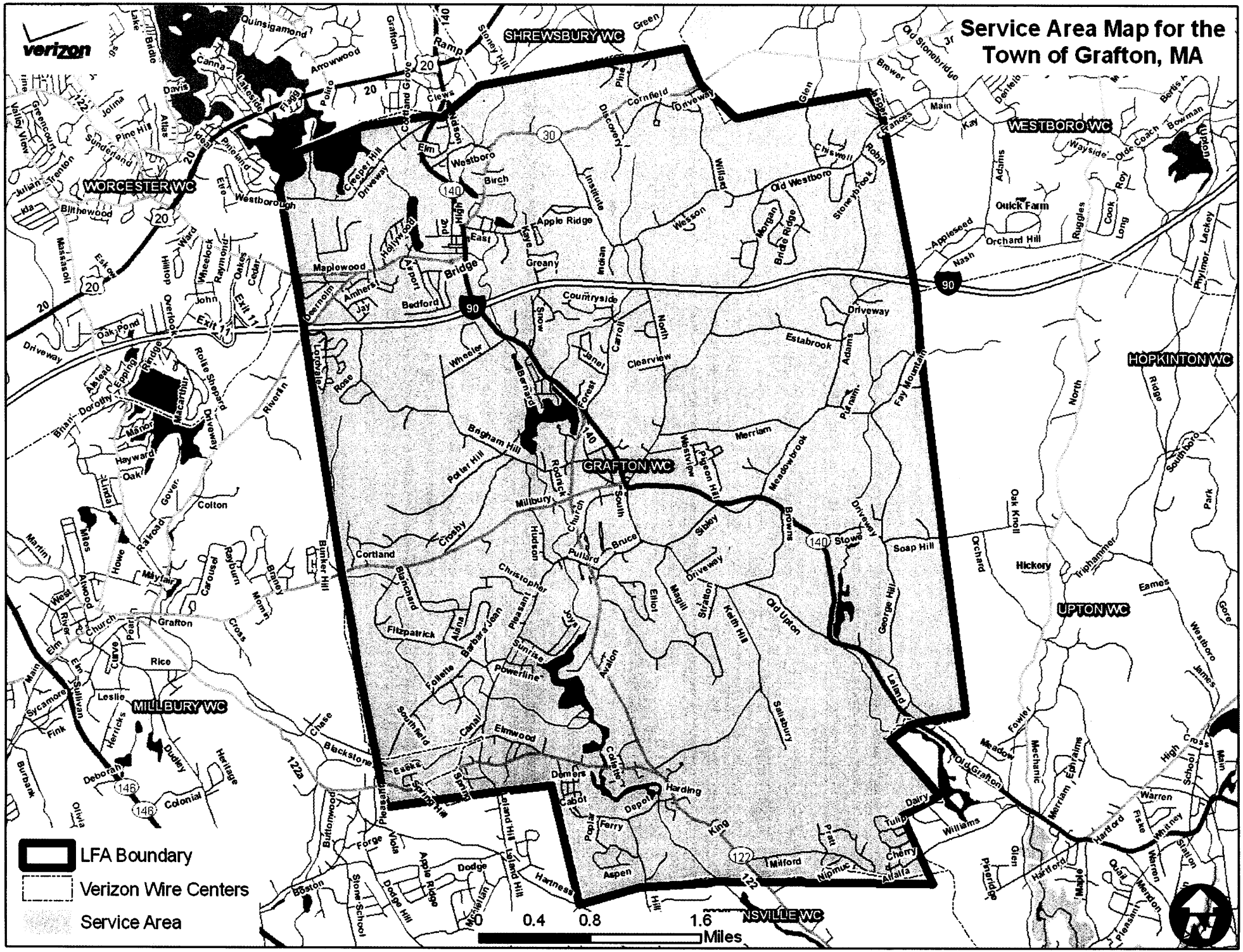
EXHIBIT C – CUSTOMER SERVICE STANDARDS

EXHIBIT D – PERFORMANCE BOND

EXHIBIT A

SERVICE AREA

See attached map


Service Area Map for the Town of Grafton, MA
verizon
SHREWSBURY WC
WESTBORO WC
WORCESTER WC
HOPKINTON WC
GRAFTON WC
UPTON WC
MILLBURY WC
NSVILLE WC
LFA Boundary
Verizon Wire Centers
Service Area
0 0.4 0.8 1.6 Miles

FNS 101308

EXHIBIT B

PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

1.	MUNICIPAL CENTER	30 PROVIDENCE ROAD
2.	SENIOR CENTER	30 PROVIDENCE ROAD
3.	POLICE HEADQUARTERS	28 PROVIDENCE ROAD
4.	FIRE HEADQUARTERS (THIS FALL-MID NOV)	26 UPTON ROAD
5.	FIRE HEADQUARTERS (CURRENT)	3 WORCESTER STREET
6.	FIRE DEPARTMENT – STATION 2	2 MILL STREET
7.	FIRE DEPARTMENT – STATION 3	92 MAIN STREET
8.	DEPARTMENT OF PUBLIC WORKS	27 UPTON ROD
9.	PUBLIC SCHOOL ADMINISTRATIVE BLDG.	30 PROVIDENCE ROAD
10.	SENIOR HIGH SCHOOL	24 PROVIDENCE ROAD
11.	MIDDLE HIGH SCHOOL	60 NORTH STREET
12.	ELEMENTARY SCHOOL	105 MILLBURY STREET
13.	NORTH GRAFTON ELEMENTARY	46 WATERVILLE STREET
14.	SOUTH GRAFTON ELEMENTARY	90 MAIN STREET
15.	GRAFTON CENTER LIBRARY	35 GRAFTON COMMON
16.	NORTH GRAFTON LIBRARY	8 PRENTICE STREET
17.	SOUTH GRAFTON LIBRARY	71 MAIN STREET
18.	GRAFTON CABLE ACCESS STUDIO	296 PROVIDENCE ROAD
19.	WASTE WATER TREATMENT PLANT	9 DEPOT STREET
20.	NORTH GRAFTON HOUSING AUTHORITY	10 MAXWELL DRIVE
21.	GRAFTON HOUSING AUTHORITY	FORREST LANE
22.	SOUTH GRAFTON COMMUNITY HOUSE	MAIN STREET
23.	GRAFTON WATER DISTRICT	44 MILLBURY STREET
24.	SOUTH GRAFTON WATER DISTRICT	8 MAIN STREET

EXHIBIT C

CUSTOMER SERVICE STANDARDS

These standards shall, starting six months after the Service Date, apply to the Licensee to the extent it is providing Cable Services over the Cable System in the Town.

DEFINITIONS

A. Respond: Licensee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

C. Service Call: The action taken by the Licensee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the Subscriber is within two hundred fifty (250) feet of trunk or feeder lines.

SECTION 1: TELEPHONE AVAILABILITY

A. The Licensee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Town and/or residents regarding Cable Service. Licensee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Licensee representatives shall identify themselves by name when answering this number.

B. The Licensee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this License by the Licensee.

C. Licensee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue

for a live representative. The Licensee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Licensee shall be answered within thirty (30) seconds. The Licensee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Licensee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

F. Upon request from the Town, but in no event more than once a quarter thirty (30) days following the end of each quarter, the Licensee shall report to the Town the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.

(2) Percentage of time customers received busy signal when calling the Verizon service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request.

G. At the Licensee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Town of such a change at least thirty (30) days in advance of any implementation.

SECTION 2: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Licensee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

The Licensee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

C. The Licensee shall provide the Town with a report upon request from the Town, but in no event more than once a quarter thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request.

At the Licensee's option, the measurements and reporting of above may be changed from calendar quarters to billing or accounting quarters. The Licensee shall notify the Town of such a change not less than thirty (30) days in advance.

D. The Licensee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Licensee's discretion, the Licensee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

SECTION 3: SERVICE INTERRUPTIONS AND OUTAGES

A. The Licensee shall promptly notify the Town of any Significant Outage of the Cable Service.

B. The Licensee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Licensee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Town and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage.

C. Licensee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Licensee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area.

(2) The Licensee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Town of a Cable Service problem.

E. Under Normal Operating Conditions, the Licensee shall complete Service Calls within seventy-two (72) hours of the time Licensee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. The Licensee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. The Licensee shall provide the Town with a report upon request from the Town, but in no event more than once a quarter within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the Town for review upon reasonable request. At the Licensee's option, the above measurements and reporting may be changed for calendar quarters to billing or accounting quarters. The Licensee shall notify the Town of such a change at least thirty (30) days in advance.

H. Under Normal Operating Conditions, the Licensee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of twenty-four (24) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Licensee to verify the problem if requested by the Licensee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Licensee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Licensee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

J. With respect to service issues concerning cable services provided to Town facilities, Licensee shall Respond to all inquiries from the Town within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions.

If such repairs cannot be completed within twenty-four (24) hours, the Licensee shall notify the Town in writing as to the reason(s) for the delay and provide an estimated time of repair.

SECTION 4: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Licensee shall investigate Subscriber complaints referred by the Town within seventy-two (72) hours. The Licensee shall notify the Town of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The Town may require reasonable documentation to be provided by the Licensee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Licensee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

SECTION 5: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges, and shall include the information required by 207 CMR 10.03(1) in clear, concise and understandable language and format. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Licensee shall, without limitation as to additional line items, be allowed to itemize as separate line items, License fees, taxes and/or other governmentally imposed fees. The Licensee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Licensee shall be given at least five (5) days from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Licensee within thirty (30) days after the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

E. The Licensee shall notify the Subscriber of the result of its investigation of any complaint and shall give an explanation for its decision within 30 business days after the receipt of the complaint. The Subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days. Any Subscriber who disagrees with the results of Licensee's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under this License or through the Issuing Authority before the Cable Division may accept a petition. The Subscriber or Licensee may petition the Cable Division to resolve disputed matters within 30 days of any final action.

F. The Licensee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Town upon request.

G. The Licensee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Licensee may in the future, at its' discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Licensee, the payment alternative may be limited.

H. The Issuing Authority hereby requests that Licensee omit the information specified in 47 C.F.R. § 76.952(a) from its Subscriber bills.

SECTION 6: DEPOSITS, REFUNDS AND CREDITS

A. The Licensee may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, 2) who refuse to provide credit history information to the Licensee, or 3) who rent Subscriber equipment from the Licensee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Licensee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Licensee may charge for Subscriber equipment is the cost of the equipment which the Licensee would need to purchase to replace the equipment rented to the Subscriber.

B. The Licensee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period.

C. Under Normal Operating Conditions, refund checks will be issued within the next available billing cycle following the resolution of the event giving rise to the refund (e.g., equipment return and final bill payment.

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment is received by the Licensee or its' authorized agent. Appropriate time considerations shall be included in the Licensee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 7: RATES, FEES AND CHARGES

A. The Licensee shall not, except to the extent expressly permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Licensee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Licensee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Licensee's equipment (for example, a dog chew).

B. The Licensee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 8: DISCONNECTION /DENIAL OF SERVICE

A. The Licensee shall not terminate Cable Service for nonpayment of a delinquent account unless the Licensee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice of termination shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for cable service will be discontinued at the time of the requested termination of service by the Subscriber, except equipment charges may by applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by the Licensee. No charge shall be imposed upon the Subscriber for or related to total disconnection of Cable Service or for any Cable Service delivered after the effective date of the disconnect request, unless there is a delay in returning Licensee equipment

or early termination charges apply pursuant to the Subscriber's service contract. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Licensee. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Licensee and to receive Cable Service or other multi-channel video service from another Person or entity.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

A. Licensee shall require that: (i) all Licensee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Licensee wear a clearly visible identification card bearing their name and photograph; (ii) all Licensee representatives wear appropriate clothing while working at a Subscriber's premises; and (iii) every service vehicle of the Licensee and its contractors or subcontractors shall (a) be clearly identified as such to the public, (b) have the Licensee's logo plainly visible and (c) have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Licensee. In addition, the Licensee shall make reasonable effort to account for all identification cards at all times.

B. Licensee shall require that all contact with a Subscriber or potential Subscriber by a Person representing the Licensee shall be conducted in a courteous manner.

C. The Licensee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Licensee may be referred to the Town.

D. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification

E. The Licensee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Licensee, and the Licensee shall provide a copy of the notice to the Town including how and where the notice was given to Subscribers.

F. The Licensee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Licensee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Licensee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address and telephone number of the Town, but with a notice advising the Subscriber to initially contact the Licensee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Licensee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Licensee's office to which complaints may be reported.

A copy of notices required in this Subsection 10.F. will be given to the Town at least fifteen (15) days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of Licensee and as soon as possible if not with the control of Licensee.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Licensee where the Subscriber can receive additional information about their account and discuss the pending termination.

EXHIBIT D

FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Dollars ($_____), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated_____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective _____, 20___, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This

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Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligee recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

6. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall supersede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligee by signing below.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this _____ day of _____, 2008.

Principal

By: _____

Surety

By: _____
, Attorney-in-Fact

Accepted by Obligee: _____
(Signature & date above - Print Name, Title below)

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