

RENEWAL LICENSE AGREEMENT

This Renewal License Agreement (“License”) is between the Town of Harvard, Massachusetts, hereinafter referred to as the Town or “Town” and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc., hereinafter referred to as the “Licensee.”

WHEREAS, Licensee is the duly authorized holder of a renewal license to operate a cable television system in the Town, which commenced on January 18, 2015;

WHEREAS, Licensee filed a written request for a renewal of its license in conformity with the Cable Communications Policy Act of 1984;

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

WHEREAS, the Select Board of the Town (the “Issuing Authority”) has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, that the Licensee has substantially complied with the material terms of the current renewal license, and the Issuing Authority desires to enter into this License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the Issuing Authority has determined that, consistent with the provisions of the Cable Act and Massachusetts Cable Law, as defined herein, the grant of a nonexclusive Renewal License (“License”) to Licensee is in the public interest;

WHEREAS, the Issuing Authority and 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.

NOW THEREFORE, the Issuing Authority and Licensee agree as follows:

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this License the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Access” shall mean the right or ability of a Town resident and/or person affiliated with a Harvard institution to use the designated Public, Educational and/or Government (“PEG”) access facilities, equipment and/or Access channel(s) of the Cable System , subject to the conditions and procedures for such used established by the Town and or it PEG Access Designee.

- B. "Affiliate" when used in relation to any Person, including the Licensee, shall mean another Person who owns or controls, is owned by or controlled by, or is under common ownership or control with, such Person.
- C. "Basic Cable Service" shall be defined as set forth in 47 U.S.C. § 522(3).
- D. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended. (47 U.S.C. §§ 521, et. seq.)
- E. "Cable Advisory Committee" means the committee identified in Section 2.5 below.
- F. "Cable Division" means the Cable Television Division or the Competition Division of the Massachusetts Department of Telecommunications and Cable or such successor governmental agency in accordance with applicable law.
- G. "Cable Service" shall be defined as set forth in 47 U.S.C. § 522(6).
- H. "Cable System" shall be defined as set forth in 47 U.S.C. § 522(7).
- I. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation).
- J. "DTC MA" shall mean the Massachusetts Department of Telecommunications and Cable or such successor governmental agency in accordance with applicable law
- K. "Educational Access" shall mean the programming, channels and facilities allocated to the Town of Harvard for educational use in accordance with this agreement and with the Cable Act.
- L. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- M. "Effective Date" means the date of acceptance by Licensee recorded on the signature page of this License.
- N. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- O. "Franchise Fee" shall have the meaning as set forth in Section 622(g) of the Cable Act (47 U.S.C. §542(g)).
- P. "Gross Revenue" shall mean all revenues derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the

Town, as calculated in accordance with Generally Accepted Accounting Principles (“GAAP”) as promulgated and defined by the Financial Accounting Standards Board, including, without limitation, the revenues from: the distribution of any Cable Service over the Cable System, including fees and charges collected from Subscribers for Cable Services, including, but not limited to Basic Service, expanded basic service, pay cable and premium Cable Services, pay-per-view Cable Services, video-on-demand Cable Services, digital Cable Service and any other Cable Service; commercial Cable Services; installation, reconnection downgrade, upgrade and similar fees and/or charges; late payment fees and/or billing fees related to Cable Service; fees and charges for the use of channels designated for commercial use (including leased access programming revenues); revenues received from rentals to Subscribers of converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; regional sports fees; broadcast retransmission fees; revenues that the Licensee or its Affiliates receives from home shopping channels for the use of the Cable System as prorated to include such revenue attributable to the Cable System in the Town; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town; and all fees or charges imposed on the Licensee by this License or applicable law or regulation that are passed through and paid to the Licensee by Subscribers, except fees or charges collected for PEG Access Capital funding (see Section 12.2 below). Unrecovered bad debt shall not be included in Gross Revenue, provided, however, that bad debt recoveries shall be included in Gross Revenues during the period collected. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived from or on connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein.

Gross Revenue shall not include: (1) any taxes imposed by the Town, State, federal government or other government entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity, including, but not limited to taxes in the nature of a sales or use tax or communications tax and (2) refunded deposits.

- Q. “Headend” or “Hub” shall mean the localized point within the Cable System that distributes Cable Service to Subscribers in the Town.
- R. “Issuing Authority” shall mean the Select Board of the Town.
- S. “License” shall mean the non-exclusive rights granted pursuant to this Cable License to construct operate and maintain a Cable System along the Public Ways within the Town as set out herein.
- T. “License Fee” shall mean the payments to be made by the Licensee to the Town as set forth in M.G.L. chapter 166A, Section 9, as amended.

- U. "Licensee" shall mean Spectrum Northeast, LLC or its lawful successor, transferee, or assignee.
- V. "PEG" shall mean the acronym for public, educational and governmental, used in conjunction with Access Channels, support and facilities
- W. "PEG Access Designee" shall mean the entity designated in writing by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Government Access funding, equipment, facilities and channels for the production and broadcasting of PEG Access Programming, which may be the Town itself or an entity which is a part thereof, as determined by the Issuing Authority.
- X. "PEG Access Programming" shall mean non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this Renewal License and applicable law.
- Y. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity, but shall not mean the Town.
- Z. "Programming" or "Video Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television station.
- AA. "Public Access" shall mean the channel capacity and facilities allocated to the Town of Harvard for public use for PEG Access Programming in accordance with this License and with the Cable Act.
- BB. "Public Way" or "Street" shall include each of the following located within the Town: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses, now or hereafter held by the Town and which are under the jurisdiction or control of the Town, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System in accordance with 47 U.S.C. 541(a)(2).
- CC. "Service Area" shall mean the area described in Section 6.1 hereto.
- DD. "Standard Installation" shall mean installations to residences and buildings that are located: (i) up to two hundred fifty (250) aerial feet from the point of connection to Licensee's distribution system or (ii) up to two hundred (200) underground feet of feeder cable from the point of connection to Licensee's distribution system where there is usable conduit existing or otherwise provided by a party other than the Licensee.
- EE. "State" or "Commonwealth" shall mean the Commonwealth of Massachusetts.

- FF. "Subscriber" shall mean any Person who is authorized to receive Cable Service from Licensee.
- GG. "Town" means the Town of Harvard, Massachusetts.

SECTION 2
Grant of License

2.1 Grant. Pursuant to Chapter 166A of the General Laws of the Commonwealth, as amended, and the Cable Act, and subject to the terms and conditions set forth herein, the Issuing Authority hereby grants to Spectrum Northeast, LLC, a Delaware limited liability company with its principal office located in St. Louis, Missouri, a nonexclusive Renewal Cable License ("License") which authorizes the Licensee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets in the Town, now in existence and as may be created or established during its terms, a Cable System and Equipment for the operation of a Cable System.

2.2 Term. The non-exclusive License hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this License, subject to the terms of this License.

2.3 Police and Regulatory Powers. The Licensee agrees to comply with the terms of any applicable local bylaws and lawfully adopted regulations necessary to the safety, health or welfare of the public, provided that such bylaws or regulations are of general applicability and do not have the effect of limiting the benefits or expanding the obligations of this License. In the event of any conflict between this License and any Town bylaw or regulation, apart from the lawful police powers of the Town, materially contradicting the applicable provisions of this License, this License will prevail. This License is a contract and except as to those changes which are the result of the Town's lawful exercise of its general police power, the Town may not take any unilateral action which materially changes the mutual promises in this contract. Nothing in this Section 2.3 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town bylaw or regulation.

2.4 Cable System License Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Town or be allowed to operate without a Cable System License.

2.5 Cable Advisory Committee. The Issuing Authority may appoint a Cable Advisory Committee to advise policy, mediate complaints and monitor ongoing matters concerning the construction, operation, rebuild, maintenance and administration of the Cable System, and other matters related to this License and the operation of the Cable System, subject to the Issuing Authority's ultimate authority and approval as set forth in Chapter 166A of the General Laws of Massachusetts, applicable State and Federal regulations relating to this License. The Cable Advisory Committee may deal with consumer complaints; render advice on programming and services offered by Licensee and recommend rules governing use of equipment and access channels by the public. The Committee may also provide and gather information regarding the

public's interest in cable access participation and make recommendations for establishing guidelines to encourage the use of the access channels.

2.6 Grant of Other Cable Licenses

This Renewal License shall not affect the right of the Issuing Authority to grant to any other party, including the Town, a license or the right to occupy or use the Public Ways, or portions thereof, for the construction, installation, operation, or maintenance of a Cable Television System within the Town. If the Issuing Authority grants any such other license, the Issuing Authority shall amend this License, following the procedures set forth in 207 C.M.R. sec. 3.07, upon request by Licensee, to ensure that the obligations applicable to Licensee are no more burdensome or less favorable than those imposed in the license granted to the other party by the Issuing Authority.

In the event any change to state or federal law occurring during the term of this Renewal License materially alters the regime of cable licensing applicable to any other party desiring to construct, operate or maintain a Cable System in the Town in a way that reduces the regulatory or economic burdens for such other party when compared to the terms of this Renewal License and such other party obtains a cable license from the Town or Cable Service authorization as otherwise permitted under such other regime of cable licensing, then, Licensee shall have the right to avail itself of the options provided for thereunder, or at Licensee's written request, the Issuing Authority shall agree with Licensee to amend this Renewal License as provided at 207 CMR § 3.07 et seq. to similarly reduce the regulatory or economic burdens on Licensee.

2.7. Removal. Subject to M.G.L. c. 166A, §5(f) and to federal law, including the Cable Act, upon termination of this License by the passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public places in, over, under or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Any disposal of such abandoned property shall be in accordance with Massachusetts law and if the Issuing Authority removes such abandoned property, it shall do so at Licensee's sole expense.

SECTION 3 **License Renewal**

3.1 Procedures for Renewal. The Town and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of the Licensee's License shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Licensee shall, by acceptance of the License granted herein, at its sole cost and expense, indemnify, hold harmless and defend the Town, including its officials, boards, commissions, committees, agents and/or employees against all claims, damages and expenses due to the action(s) of the Licensee, including its employees, officers or agents caused by the construction, installation, maintenance, operation, and/or removal of the Cable System under this License, including without limitation, property damage or personal injury (including accidental death). In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder, subject to the below provisions of this Section 4.1, and the Town shall reasonably cooperate therein, but the Town shall not be required to incur financial liability in doing so. Notwithstanding the foregoing, the Licensee shall not be contractually obligated hereunder to indemnify the Town for any damages or liability resulting from the willful misconduct or negligence for the Town's use of the Cable System, including any PEG channels. The Town shall provide reasonable notice to the Licensee as not to prejudice the Licensee's ability to defend the Issuing Authority or Town.

With respect to Licensee's indemnity obligations set forth herein, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to applicable law, professional ethics and responsibility standards, including with respect to conflict of interest. Nothing herein shall be deemed to prevent the Town from 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, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and 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 proposed settlement, 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.

4.2 Insurance.

A. The Licensee shall maintain, at its cost and expense, throughout the term of the License insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$2,000,000 per occurrence, \$4,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability (over the Commercial General Liability	\$3,000,000 per occurrence

and Auto Liability policies.)

- B. The Town, its officers, boards, commissions, committees, agents and employees shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Licensee shall furnish the Town with current certificates of insurance evidencing such coverage upon request. The Licensee shall timely notify the Issuing Authority in the event of cancellation an insurance required or provided pursuant this Section 4.2 or a reduction in the coverage amount.
- D. The following requirements and conditions shall also apply to the insurance policies required herein:
 - (i) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call upon the Town's insurance for contributions.
 - (ii) Such insurance shall be obtained from insurance carriers authorized to transact the subject insurance in the State.
 - (iii) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.
 - (iv) The Licensee's failure to obtain or maintain the required insurance shall constitute a material breach of the License.
 - (v) The Licensee shall be responsible for all deductibles.
 - (vi) Neither this Section 4.2, nor the provision of insurance or insurance proceeds pursuant hereto shall limit the liability or indemnification obligations of the Licensee pursuant to this Section 4 or License.

4.3 Performance Bond.

(a) Licensee shall submit and maintain, without charge or cost to the Town, throughout the term of this License, including the time for removal of all of the facilities and equipment of the Cable System, a bond with corporate surety satisfactory to the Issuing Authority in the amount of ten thousand dollars (\$10,000) securing the performance of Licensee's obligations under this License and as otherwise required by applicable law. The bond shall be conditioned upon the faithful performance and discharge of all material obligations imposed by the License.

(b) The performance bond shall be effective throughout the term of the License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more material term or condition of the Renewal License, including the removal of the Cable System pursuant to this Renewal License and applicable law, or to comply with any lawful order, permit, direction of any department, agency, commission, committee, board, division or office of the Town having jurisdiction over

Licensee's acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation, and/or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result therefor, pursuant to the provisions of Section 12.4 below.

(c) Said bond shall be a continuing obligation of the Licensee, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this Section, any bond accepted pursuant hereto, nor any damages recovered thereunder, shall limit the liability of Licensee under this License.

(d) Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of Licensee under the License. In the event that a performance bond provided pursuant to this Section 4.3 of this License is not renewed or cancelled or there is a reduction in the amount of the performance bond, the Licensee shall provide a new performance bond meeting the requirements of this Section 4.3 within thirty (30) days.

SECTION 5 **Cable Service and Programming**

5.1 Basic Cable Service. The Licensee shall, subject to applicable law, make available Basic Cable Service to all Subscribers

5.2 Programming.

(a) Licensee shall comply with the provisions of Section 624 of the Cable Act and maintain the following mix, quality and broad categories of programming: local programming, entertainment programming, sports programming, children's programming, news programming and public affairs programming.

(b) The Licensee shall provide the Issuing Authority and Subscribers with notice of changes to rates and services in accordance with 47 CFR 76.1603.

5.3 Leased Channels for Commercial Use. Pursuant to Section 612(b)(1)(B) of the Cable Act (47 U.S.C. §532), the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

SECTION 6 **Service Availability**

6.1 Service Area. Licensee shall continue to make Cable Service available to every residential dwelling unit within the Town that currently has Cable Service available and shall extend Cable Service distributed over the Cable System to every residence within the Town where there is a minimum density of at least: twenty-five (25) residences per linear strand mile of aerial distribution cable as measured from Licensee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service. ("Service Area"). (All

being pro-rated for distances less than or greater than a mile.) Licensee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Licensee shall only be required to extend the Cable System to potential Subscribers in that area if the potential Subscribers are willing to share the capital costs of extending the Cable System. The Licensee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Potential Subscribers shall also be responsible for any Standard or non-Standard Installation charges to connect the Cable System from the nearest accessible tie-in point to the residence.

6.3 Standard Drops. The Cable Service will be provided at Licensee's published rate for standard installations if such residence is a Standard Installation. Longer aerial drops and longer underground drops shall be priced based on additional actual costs incurred on a cost of labor and materials basis only, after provision of a written itemization.

6.4 Commercial Establishments. Licensee may make Cable Services available to any commercial establishments in the Town, subject to Licensee and each commercial establishment reaching a reasonable agreement regarding the terms and costs of initial installation and service which may or may not differ from the terms and costs that apply to residential Subscribers. It is herein acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions, pursuant to law or Licensee's agreements with its program suppliers

6.5 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Town agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Licensee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Licensee.

6.6 Cable Service to Public Buildings. Licensee shall on a voluntary basis provide, without charge, an activated Standard Cable Installation, one outlet and equipment (including a converter, as needed) and Basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 6.6 shall not be used for commercial purposes. The Town shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Licensee's Cable System. In the event Licensee wishes to discontinue the voluntary offering set forth in this Section 6.6, it shall provide at least ninety (90) days' advance written notice to the Issuing Authority.

SECTION 7

Cable System Subscriber Network, Construction, Operation and Technical Standards

7.1 Subscriber Network and Compliance with Regulations and Codes.

(a) The Licensee shall continue to operate and maintain the Cable Television System with a minimum bandwidth of 750 MHz and include digital television standards, carrying Video Programming channels in a downstream direction to Subscribers, which meets or exceeds all required FCC regulations and technical standards, including, but not limited to 47 CFR sec. 76.601, subpart K et seq. The Cable System shall conform to and comply with said FCC regulations and technical standards, as amended, which are incorporated by reference herein. The Licensee shall upon written request of the Issuing Authority

(b) Licensee shall transmit to Subscribers all Cable System signals in stereo, if such signals are furnished to Licensee in stereo.

(c) The Cable System shall comply with the Massachusetts Electrical Code and the National Electrical Safety Code.

(d) The Licensee shall continue to maintain throughout the term of this License, twenty-four (24) hours, standby power at the Headend facility(ies) and any sub-headends.

7.2 Construction Standards and Requirements. Licensee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety and "Dig-Safe". The Licensee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage or injury. All Equipment shall be kept and maintained in a safe and suitable condition and in good order and repair. Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40, as may be amended.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed, operated, monitored, and maintained so as to meet all FCC technical standards, including those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

7.5 Emergency Alert System. Licensee shall comply with Emergency Alert System ("EAS") requirements consistent with applicable law, including 47 U.S.C. 544(g), 47 C.F.R., Part 11, and any Massachusetts State EAS requirements which comply with 47 C.F.R., Part 11.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Licensee is able to access existing

poles, conduits, or other facilities on reasonable terms and conditions. Any new, different or additional pole shall, unless otherwise notified in writing by the Town, be subject to applicable laws, regulations and/or approval process applicable to all other entities seeking to install new, different, or additional poles in the Public Way.

8.2 Underground Construction. Upon receiving due notice of the installation of telephone, electric and all other utility lines underground, the Licensee shall likewise place its facilities underground. Underground cable lines shall be placed according to any Public Works, or other Town by-law or regulation and in accordance with applicable state law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible if available on reasonable terms and that underground installation is preferable to the placement of additional poles, provided that said underground placement is required of other utilities. When possible, Licensee may use the underground conduit maintained by the Town provided that such use (i) is found by the Issuing Authority to be reasonable and at the sole cost and expense of the Licensee; and (ii) does not interfere with the Town's use or anticipated use of said conduit(s). Any such use by the Licensee shall be subject to the advance notification and approval of the Town and the right of the Town to supervise any such use.

8.3 Construction Codes and Permits. Licensee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any street or road within the Town, provided that such permit requirements are applied consistently and are of general applicability. The Town and the Licensee shall cooperate with respect to the to the application and granting of permits, providing such grant and subsequent construction by the Licensee shall not unduly interfere with the use of such streets or roads.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Licensee shall, at all times, employ reasonable care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Licensee shall, at its own expense, restore any damage or disturbance caused to the Public Way as a result of its operation, construction, maintenance, repair or other work of or to the Cable System to a condition reasonably comparable to the condition of the Public Way(s) immediately prior to such damage or disturbance and shall do so within a reasonable time as determined by the Town.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Issuing Authority or its agent(s) to remove any of Licensee's facilities, no charge shall be made by Licensee against the Issuing Authority for restoration or repair.

8.7 Tree Trimming. Licensee shall avoid damage to trees on public and private property in the Town and may cut or otherwise prune such trees only to the least extent necessary. No cutting

of a tree(s) on Town property shall be done except upon a permit in writing from the Town Department of Public Works or other appropriate municipal official if such is required and in accordance with the applicable regulations or requirements of the Town. Licensee shall secure the permission of the property owner prior to reasonable tree trimming of trees on private property.

8.8 Relocation for the Town. The Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Licensee when lawfully required by the Town pursuant to its police powers. Licensee shall be responsible for any costs associated with these obligations to the same extent all other users of the Streets are responsible for the costs related to the relocation of their facilities. If funds are made available to the Town to reimburse any Person for the cost of the same, the Town shall notify the Licensee of such and, unless otherwise obligated under applicable State law and regulations to reimburse public utilities, the Town shall make reimbursements from the remaining funds to the Licensee on the same terms and conditions as provided to the other Person(s).

8.9 Relocation for a Third Party. The Licensee shall, on the request of any Person holding a lawful permit issued by the Town, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Licensee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Licensee is given reasonable advance written notice to prepare for such changes. The Licensee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Private Property. Licensee shall be subject to applicable law regarding private property in the course of constructing, upgrading, installing, operating, maintaining and removing the Cable Television System in the Town, including, but not limited to, M.G.L. c. 166A, Section 22, as it may from time to time be amended.

8.11 Pedestals. In any cases in which pedestals housing active and passive devices are to be installed in Public Ways or within the Town public lay-out, such equipment must be installed in accordance with generally applicable Town bylaws and/or lawful regulations.

8.12 Strand Maps. Upon written request of the Town, the Licensee shall make available for inspection by representatives of the Town strand maps of the Cable System.

8.13 Service Interruptions. Except where there exists an emergency necessitating immediate procedures, Licensee shall use reasonable efforts to interrupt service for the purpose of system construction, routine maintenance or testing the Cable System during periods of time that cause minimum disruption to Subscribers.

8.14 Relocation of Fire Alarms. Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor for the relocation of any fire alarm cable or equipment necessary to make poles ready solely to accommodate Licensee's Cable System. The Town shall provide Licensee a detailed itemization of such costs and expenses upon request. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule. Licensee

shall not cause any such relocation of fire alarms or fire alarm equipment without prior notice to and approval by the Town, which approval shall not be unreasonably withheld.

SECTION 9
Rates and Charges

9.1 Rate Regulation. The Town acknowledges that as of the Effective Date, Licensee's rates are not regulated. The Town shall have the right to exercise rate regulation to the extent authorized by law at the sole discretion of the Issuing Authority. If and when exercising rate regulation, the Town shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Licensee's ability to offer or provide bulk rate discounts or promotions consistent with applicable law and regulation.

9.2 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Licensee are honored, and subject to Licensee's rights under Section 16.2 of this License.

9.3 Credit for Service Interruptions. In accordance with applicable MA DTC regulations, in the event Cable Service to a Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate. In the event of any amendment to the MA DTC regulations, Licensee shall be deemed in compliance with this Section 9.4 provided it complies with the amended MA DTC regulations.

9.4. Voluntary Disconnection of Cable Service. The Licensee's policies concerning cessation of billing, billing credits and disconnection of Cable Service shall be in accordance with applicable law and regulation.

SECTION 10
Customer Service and Subscriber Rights

10.1 Customer Service Telephone Number and Service. The Licensee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

10.2 Customer Service Requirements. Licensee shall comply with the FCC Customer Service Standards (47 C.F.R. § 76.309) and MA DTC Billing and Termination of Cable Service rules (207 C.M.R. 10.00), as they may be amended, and both of which are incorporated by reference herein.

10.3 Notification of Service Procedures. The Licensee shall furnish each Subscriber at the time service is installed, information that clearly set forth information concerning the procedures for making inquiries or complaints, including the Licensee's name, address and local telephone number. This information may be provided in electronic format if permitted and as regulated by applicable law and regulation. Licensee shall give the Town notice of any changes in rates, programming services or Channel positions in accordance with applicable law and regulations.

10.4 Subscriber Right To Privacy, Inspection and Verification of Information. Licensee shall comply with all privacy provisions regarding Cable Service, including with respect to providing Subscribers with required information regarding the same, as outlined in applicable federal and

State laws, including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984, 47 USC § 551.

10.5 Parental Control/Remote Control Devices. The Licensee shall, upon request of a Subscriber and to the extent required by applicable law or regulation, provide the Subscriber with the capability to control the reception of any Cable Television System channel being received. Licensee shall allow Subscribers to purchase remote control devices from parties other than the Licensee.

10.6 Employee and Agent Identification Cards. All of Licensee’s employees and agents, including sales and repair personnel entering upon private property in connection with the construction, installation, maintenance and/or operation of the Cable System, shall be required to carry and show upon request an employee or contractor identification card with a photo and referencing that the work is for the Licensee as named herein or as it may be known.

10.7 Discrimination Prohibition. Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

SECTION 11
Franchise Fee and License Fee

11.1 Amount of Fee. Pursuant to Massachusetts General Laws Chapter 166A, Section 9, 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, or such higher amount as may in the future be allowed pursuant to State law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s). Said Licensee Fees shall be paid to the Town no later than March 15th of each year of this License, unless provided for otherwise by applicable law.

11.2 Franchise Fee Obligation. In accordance with applicable law, the Licensee shall not be liable for an annual Franchise Fee pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenue. Unless otherwise required by applicable law, if Cable Services are provided to Subscriber in conjunction with non-Cable Services for an aggregate price, and the total cost of such bundle services reflects a discount from the aggregate retail price of the services contained therein when provided separately, the five percent (5%) Franchise Fee shall be calculated in accordance with GAAP.

11.3 Payment of License Fee. All License Fee payments by Licensee shall be made payable to the Town of Harvard and directed to the Issuing Authority, unless Licensee is otherwise notified in writing by the Issuing Authority.

11.4 Accord and Satisfaction. No acceptance of any payment by the Town shall be construed as a release or as an accord and satisfaction of any claim the Town may have for additional sums payable as a License fee under this License.

11.5 Audit and Limitation on Recovery. If the Issuing Authority has reason to believe that any payments under this Renewal License, including Franchise Fee payments (including License Fee payments) are incorrect, Licensee shall have thirty (30) days after a request from the Issuing

Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not find that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and re-computation, an additional fee is found to be owed to the Town, such fee shall be paid within thirty (30) days after such audit and re-computation. In the event that any Franchise Payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the annual rate of two percent (2%) above the annual prime interest rate as published in the Wall Street Journal or other mutually agreed-upon publication. The period of limitation for recovery of any Franchise Payment payable hereunder shall be two (2) years from the date on which payment by Licensee was due based on the date of the above referenced "request for the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of such payment(s).

11.6 Affiliates Use of the Cable System. Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws and regulations and shall not detract from the Franchise Fee owed or paid to the Town or from the provisions of this Renewal License.

SECTION 12 **Transfer of License**

12.1 Transfer of License

(a) Subject to applicable law, neither this License, or control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person or entity holding such License to any other Person or entity without prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing, subject to duly required published notice (no less than fourteen (14) days, upon receipt of a written application therefore on FCC Form 394 or such other forms as may be prescribed by the MA DTC or the FCC. Any such consent shall be consistent with the transfer requirements of M.G.L. c. 166A; 207 CMR 4.00 et. seq.; the Cable Act and FCC Regulations, all as they may from time to time be amended. Any application for consent for a transfer or assignment, unless waived by the Issuing Authority, shall be signed by the Licensee and by the proposed transferee or assignee, or by their authorized representatives, evidence whose authority shall be submitted with the application.

(b) To the extent it is consistent with governing federal or State law, a mortgage or other grant of a security in the License to a banking or other financial institution or a pledge of other security interest in the stock of Licensee to a banking or other financial institution, shall not be a transfer requiring consent of the Issuing Authority. Should such mortgagee or other holder of a security interest or pledgee assume control of the Cable Television system, such Issuing Authority consent shall be required in accordance with applicable law.

(c) To the extent it is consistent with governing federal or State Law, no consent under subsection (a) shall be required if such sale, assignment or transfer is to an entity controlling, controlled by or under common ownership with, the Licensee. The provisions of 207 CMR 4.01 are incorporated by reference herein.

(d) Subject to applicable law and regulations, in considering a request to transfer control of this License, the Issuing Authority may consider such factors as the transferee's financial, legal, management and technical performance qualifications, as allowable under applicable federal or state laws or regulations, and request such reasonable information as allowable under applicable law or regulations.

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

(f) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) Unless another time period is provided for by applicable federal and State law or regulations, the Issuing Authority shall make a decision on a written application within one hundred and twenty (120) days of receipt of the application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

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

SECTION 13

Records/Quality of Service/Performance Evaluation Hearings

13.1 Inspection of Records. Licensee shall permit any duly authorized representative of the Town, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Licensee's records maintained by Licensee as is reasonably necessary to ensure Licensee's compliance with the material terms of this License. Such notice shall specifically reference the subsection of the License that is under review so that the Licensee may organize the necessary books and records for easy access by the Town. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than two (2) years, provided that Licensee shall retain books and records relevant to the payment of the License Fee and PEG Access Operating Support for a period of three (3) years. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Town agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Licensee makes the Town aware of such confidentiality. If the Town believes it must release any such confidential books, records, or maps in the course of enforcing this License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by an agency or court of competent jurisdiction, the Town agrees that, to the extent permitted by State and federal law, it shall deny access to any of Licensee's books, records, or maps marked confidential, as set forth above, to any Person.

13.2 Financial, Complaint and Other Reports.

(a) To the extent required by MA DTC rules, the Licensee shall prepare and furnish the Issuing Authority: (i) its MA DTC Form 200 (Financial Balance Sheet); and (ii) Form 400 (Statement of Ownership) no later than one hundred and twenty (120) days after the end of Licensee's fiscal year. In addition a Form 500 (Service Interruption Report) shall be submitted as required by the MA DTC.

(b) The Licensee shall annually provide to the Issuing Authority, upon request, the number of its Subscribers in the Town as of the end of the preceding calendar year.

13.3 Additional Information. The Licensee shall make available to the Issuing Authority, upon request, copies of any non-confidential petitions or communications (or portions thereof) specifically identified by the Issuing Authority and filed by the Licensee with any federal or State agency pertaining to compliance with any material aspect of this License or pertaining to Licensee's compliance with any law or regulation which affects the License's operation of the Cable System in compliance with this License.

13.4 Performance Evaluation Hearing. The Issuing Authority may at its discretion, but not more than once every two years, hold a performance evaluation session. The performance evaluation session shall be open to the public, unless otherwise required pursuant to applicable law or regulations. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide Licensee with thirty (30) days, advance written notice of such performance evaluation session. Nothing herein shall limit the Issuing Authorities enforcement authority pursuant to Sections 14.1 – 14.4 below or as otherwise allowed pursuant to applicable law.

SECTION 14

Public Education and Government (PEG) Access

14.1 PEG Access. Licensee shall continue to provide three (3) Channel on the Cable System for use by the Town and/or its PEG Access Designee for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG Channels shall be placed on the Basic Cable Service tier to the extent said tier is required pursuant to applicable law or regulation or that said Basic Cable Service tier is otherwise provided by the Licensee, or as otherwise agreed to by the parties. Nothing herein prevents the PEG Access Channels from being placed on other tiers of Cable Service in addition to the Basic Cable Service tier.

14.2 PEG Capital Subject to the conditions and schedule set forth below, Grantee shall make payments in the total amount of sixty thousand dollars (\$60,000) (the "PEG Capital Grant"), to be used solely for capital costs by the Grantor for PEG access facilities and equipment in accordance with the Cable Act.

14.2.1. The PEG Capital Grant shall be made in two installments. The first installment in the amount of Fifty Thousand Dollars (\$50,000) shall be due within ninety (90) days of the Effective Date. The second installment shall be made within sixty (60) days of the third (3rd) anniversary of the Effective Date.

14.2.2 In the event that the PEG Capital Grant herein required is not tendered on or before the dates fixed above, interest due on such fees shall accrue from the date at the rate of two percent (2%) above the annual prime rate as published in the Wall Street Journal or other mutually agreed-upon publication.

14.2.3. The Issuing Authority agrees that Programming created with equipment and facilities purchased and funded by the PEG Capital Grant as defined in this Section 14.2 may be broadcast only on one or more of the PEG Channels for the first sixty (60) days after recording before it is made available through means other than one of the PEG Channels. The Licensee acknowledges that: (i) meetings subject to the Massachusetts Open Meeting Law, M.G.L. c. 30A §§ 18-25, (ii) Town Meetings and (iii) forums specifically related to Town elections and Town Meeting warrant articles can be made available to the general public live and online at any time and Licensee acknowledges and agrees that availability of these public meetings does not violate the requirements of this Section 14.2.3.

14.2.4 If in any given License year (12-month period after the Effective date or anniversary of the Effective Date) of this License, the Town or its designee makes programming available in a manner that violates the exclusivity period set forth in Section 14.2.3 more than four (4) times in that year, the Town shall forfeit six thousand dollars (\$6,000) of the PEG Capital Grant. Licensee may recover this amount through a reduction in the amount of the second installment of the PEG Capital Grant and/or a deduction against the PEG Access Operating Support required under Section 14.3 below. In no event, however, shall the total forfeiture under this Section 14.2.4 exceed six thousand dollars (\$6000) per calendar year. This exclusivity requirement and its associated penalties terminate at the end of this License.

14.2.5 By March 31 of each calendar year, the Town or its PEG Access Designee shall provide Licensee with a total of capital expenditures by the Town for facilities and equipment for the prior calendar year until such time as the PEG Capital Grant has been fully expended. Upon written request, the Town shall supply a detailed itemization of the prior year's capital expenditures. Any PEG Capital Grant funds used for non-PEG capital purposes are subject to offset against the PEG Access Operating Support required by Section 14.3 below to the extent provided by applicable law.

14.3 PEG Access Operating Support.

(a) The Licensee shall provide payments to the Town or its PEG Access Designee to be used to support ongoing operations of PEG Access operations and programming (the "PEG Access Operating Support"). Such payment may be used by the Town or its designee for personnel,

operating and other related expenses incurred in connection with PEG Access programming and/or operations. The PEG Access Operating Support provided by Licensee shall be paid in the amount of five percent (5%) of annual Gross Revenues, subject to Section 9.5 above. All such PEG Access Operating Support payments to the Town shall be placed by the Town in a special PEG Access account, and not into the Town's general fund. Each such payment shall be accompanied by a general statement from the Licensee of the total amount of Gross Revenues subject to the fee which shall also provide in reasonable detail the general categories comprising Gross Revenues as defined in Section 1.1(M) above and the revenue attributable thereto, and the total PEG Access Operating Support amount due. The Licensee may externalize, line-item and/or pass-through this PEG Access Operating Support on to Subscribers to the extent allowed by applicable law and regulations.

(b) The PEG Access Support payments shall be made quarterly no later than forty-five (45) days following the end of each calendar quarter, on or before each May 15th, August 15th, November 15th, and February 15th. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter.

(c) In the event that the PEG Access Support herein required are not tendered on or before the dates fixed above, interest due on such fees shall accrue from the date at the rate of two percent (2%) above the annual prime rate as published in the Wall Street Journal or other mutually agreed-upon publication.

(d) If the license or renewal license of another cable operator (or its successor or assign) in the Town provides for such operator to pay a lower PEG Access Operating Support percentage in support during such time period, then the percentage of the Licensee's PEG Access Operating Support shall be reduced to match such lower percentage or amount over that same time period.

14.4 PEG Origination. Licensee shall continue to enable and permit the Town or its designee to utilize the existing connection(s) to Licensee's Cable System at the Broomfield School (PEG Access Studio) (the "PEG Origination Point[s]"), to transmit programming signals from the PEG Origination Point(s) to Licensee's Headend to permit and enable carriage of PEG Programming on the PEG Access channels on the Cable System. The Town owns all the hardware and software equipment that connects its PEG Origination Point to Charter's fiberoptic cable at the PEG Access Studio, and as such, the Town assumes all cost responsibilities to repair, maintain, upgrade, or relocate such equipment.

14.5 HD PEG Programming. The Issuing Authority may request that Licensee replace one (1) existing standard definition ("SD") PEG Access Channel with a High Definition ("HD") PEG Access Channel. Within twelve (12) months after the execution of the agreement required by Subsection 14.5.4.3 below, Licensee shall, provide said replacement PEG Access Channel in HD subject to the following conditions:

14.5.4.1 The Town or its PEG Access Designee shall be capable of producing and delivering programming in an HD format.

14.5.4.2 The Licensee may implement HD carriage of the PEG Access Channel in any technological manner it chooses (including selection of compression,

utilization of IP, and other processing characteristics) subject to this Renewal License and any applicable federal or State law or regulations.

14.5.4.3 The Town or its PEG Access Designee shall enter into a contract with Licensee (or an Affiliate of the Licensee) that will govern the terms, conditions, and costs for the conversion to the HD PEG Access Channel(s), as well as any other agreed upon terms and conditions. In the event the contract referenced herein is terminated prior to the expiration of this License, the Licensee's obligation to carry the HD PEG Access Channel subject to the contract shall cease, however the Licensee's obligation to provide capacity on its Cable System for a PEG Access Channel in a Standard Definition ("SD") format in place of the terminated HD PEG Access Channel shall remain.

14.6 PEG Access Channel Maintenance. The Licensee shall monitor the PEG Access Channels for technical quality in accordance with FCC regulations and technical standards, including, but not limited to 47 CFR sec. 76.601, subpart K et seq. (See Section 7.1 above). The Town or the PEG Access Designee shall be responsible for maintaining the picture and audio quality of the PEG Access Programming provided to the Licensee at the PEG Access Studio (the PEG Origination Point).

Section 15 **Enforcement or Revocation**

15.1 Notice of Violation. If the Issuing Authority believes that the Licensee has not complied with the terms of the License, the Issuing Authority shall first informally notify the Licensee and the Licensee shall timely discuss the matter with the Issuing Authority. If these discussions do not lead to resolution of the problem, the Issuing Authority shall notify the Licensee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

15.2 Licensee's Right to Cure or Respond. The Licensee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Town, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default in a reasonable period of time under the circumstances and notify the Town of the steps being taken and the projected date that they will be completed.

15.3 Hearing. If the Licensee fails to respond to the Violation Notice received from the Town, or if the default is not remedied within the cure period set forth above, the Issuing Authority shall schedule a hearing if it intends to continue its investigation into the default. The Town shall provide the Licensee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing. The hearing shall be held at an open meeting under the Open Meeting Law (M.G.L. c. 30A, §§18-25) unless the Issuing Authority determines pursuant to the Open Meeting Law that a portion of the hearing should be held in executive session for privacy-related reasons or to comply with an applicable law pursuant to and consistent with the executive session requirements of the Open Meeting Law. At the hearing, the Issuing Authority shall give the Licensee an opportunity to state its position on the matter, present evidence and question witnesses and the Issuing Authority and/or its designee shall have the same opportunity.

After the hearing the Issuing Authority shall determine what, if any, enforcement action under Section 15.4 below may be appropriate. The hearing shall be recorded and it is the Licensee's responsibility to arrange for a written transcript at Licensee's expense if so desired by the Licensee. The decision of the Issuing Authority shall be made in writing and shall be delivered to the Licensee pursuant to Section 16.4 below. The Licensee may appeal such determination to the appropriate State or federal agency, including the DTC MA as applicable or, subject to a required administrative appeal, if any, to a court of competent jurisdiction, subject to Section 16.11, below, which shall have the power to review the decision of the Issuing Authority pursuant to applicable law. The Licensee may continue to operate the Cable System until all legal appeals procedures have been exhausted, unless otherwise order by a court of competent jurisdiction.

15.4 Enforcement. Subject to applicable federal and State law, in the event the Issuing Authority, after the hearing set forth in subsection 15.3 above, determines that the Licensee is in default of any or several material provision of the License, the Issuing Authority may, subject to providing Licensee with advance written notice at least ten (10) days prior:

- 15.4.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- 15.4.2 Commence an action at law for monetary damages or seek other equitable relief; or
- 15.4.3 Foreclose on all or any appropriate part of the security provided pursuant to Section 4.3, above.
- 15.4.4 In the case of a substantial or repeated non-compliance of a material provision or of the License, declare the License to be revoked (subject to the procedures set forth in Section 15.5 below).
- 15.4.5 Invoke any other lawfully remedy available to the Town.

15.5 Revocation Further Provisions.

- 15.5.1 The parties hereby agree that the Town will not revoke the License for violations of the License where the violation was a good faith error or resulted in no or minimal negative impact on both Subscribers and the Town itself.
- 15.5.2 Notwithstanding the above and within revocation provisions, the Licensee and the Issuing Authority reserve all of their respective rights under federal law or regulation.
- 15.5.3 Upon revocation of the License, Licensee shall comply with M.G.L. c. 166A, § 5(f).

15.6 No Waiver/Cumulative Remedies.

No failure on the part of the Issuing Authority or Licensee to exercise, and no delay in exercising, any right in this License shall operate as a waiver thereof, nor shall any single or partial exercise

of any such right preclude any other right, all subject to the conditions and limitations contained in this License.

The failure of the Issuing Authority to take any action in the event of any breach by Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this License at any other time in the event that such breach has not been cured, or with respect to any other breach by Licensee.

Section 16
Miscellaneous Provisions

16.1 Compliance with Laws. The Town and Licensee shall conform to all applicable State and federal laws, regulations and rules regarding cable television as they become effective.

16.2 Force Majeure. Neither party shall be held in default under, or in noncompliance with the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or default occurred or were caused by circumstances beyond the reasonable control of the party. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

16.3 Action of Parties. In any action by the Issuing Authority or the Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable and timely manner. Furthermore, in any instance where an action, approval or consent is required under the terms hereof, such action, approval or consent shall not be unreasonably withheld.

16.4 Notices. Unless otherwise required by federal or State law, all notices pursuant to this License shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the subject address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express:

Town: Town of Harvard
 Select Board
 Harvard Town Hall
 13 Ayer Road
 Harvard, MA 01451

Copy to: Town of Harvard
 Chair of the Cable Advisory Committee
 Harvard Town Hall
 13 Ayer Road
 Harvard, MA 01451

Licensee: Nancy M. Clark, Charter Communications
 Director, Government Affairs

301 Barber Avenue
Worcester, MA 01606

Copy to: Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Avenue NW
Suite 400W
Washington, DC 20001

A change in the party or individual receiving notice may be made at any time by providing notice of such change pursuant hereto. The parties may, at any time, agree to substitute electronic mail for the service of any notice or notices, subject to memorializing any such agreement by electronic mail.

16.5 Severability. If any section, subsection, sentence, clause, phrase, or portion of this License is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this License.

16.6 Entire Agreement and Amendment. This License and any Exhibits hereto constitute the entire agreement between Licensee and the Town and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof and cannot be changed without written amendment signed by the Town and Licensee.

16.7 No Third Party Beneficiaries. Nothing in this License is intended to confer third-party beneficiary status on any person other than the parties to this License to enforce the terms of this License.

16.8 Warranties.

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

1. Licensee is duly organized, validly existing and in good standing under the laws of the State of Delaware and the Commonwealth of Massachusetts;
2. Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, has obtained any necessary authorization of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this License, to enter into and legally bind Licensee to this License and to take all actions necessary to perform all of its obligations pursuant to this License;
3. This License is enforceable against Licensee in accordance with the provisions herein; and
4. There is no action or proceeding pending or threatened against Licensee, which would interfere with its performance of this License.

16.8 Acts or Omissions of Affiliates. Licensee shall be liable for the acts or omissions of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation,

maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the act or omissions of Licensee.

16.9 No Recourse Against the Issuing Authority. Pursuant to Section 635A(a) of the Cable Act, Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commission, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this License.

16.10 Jurisdiction. Either party has the right, subject to applicable law, to file an action at any time in an appropriate court regarding any matter related to the License. Jurisdiction and venue over any dispute, action or suit arising from this License in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties subject themselves to the personal jurisdiction of said court for entry of any such judgment and for the resolution of any dispute, action or suit. This provision is not intended to limit the right of either party to remove a matter to federal or State court in Massachusetts as permitted by law.

16.12 Town's Right of Intervention. The Town hereby reserves the right to itself as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving the License or any provision in the License, provided, however, that this section shall not restrict the right of Licensee to oppose such intervention pursuant to applicable law.

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

SIGNATURE PAGE

Accepted and agreed to this 15 day of July, 2025.

**Town of Harvard
Select Board**

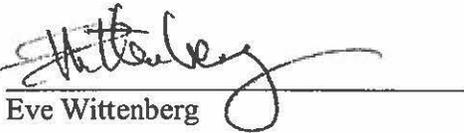
Kara McGuire Minar, Chair



Susan Mary Redinger, Vice Chair

Signed by:


Ahmet Corapcioglu



Eve Wittenberg

Approved as to legal form:

Signed by:


William H. Solomon
Special Cable Counsel

Accepted and agreed to this 25th day of September, 2025.

Spectrum Northeast, LLC
By: Charter Communications Inc., its manager



Signature: _____

Name: ~~Adam Falk~~ Alex Damato
Title: ~~Senior Vice President, State Government Affairs~~ State Policy and Franchising