

COMMONWEALTH OF MASSACHUSETTS

TOWN OF HOLLAND

**RENEWAL CABLE TELEVISION LICENSE ISSUED TO
COXCOM, LLC, D/B/A COX COMMUNICATIONS**

EFFECTIVE DATE: NOVEMBER 5, 2014

A handwritten signature in black ink, appearing to be "J. F. [unclear]", is written over the date "5, 2014".

INTRODUCTION

WHEREAS, CoxCom, LLC, d/b/a Cox Communications (hereinafter "Licensee") is the duly authorized holder of a license to operate a Cable System in the Town of Holland, Massachusetts (hereinafter the "Town"), said license having originally commenced on October 30, 1989, as originally issued to Continental Cablevision of Western New England, Inc., and subsequently transferred to Licensee;

WHEREAS, Licensee and the Town entered into a renewal license with an effective date of October 30, 2004, and a term ending on October 29, 2014;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated April 9, 2012, in conformity with the Cable Communications Policy Act of 1984 and the Town notified Licensee that it had commenced the ascertainment process;

WHEREAS, Licensee filed a reply to a list of issues raised by the Issuing Authority on December 19, 2013, by letter dated April 8, 2014, and following further discussions with the Issuing Authority in September and October 2014, submitted a revised proposal dated October 19, 2014.;

WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment to ascertain the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Board of Selectmen, as the Issuing Authority, finds that the renewal of Licensee's license is appropriate in light of its past performance, its renewal proposal and

successful and mutual resolution of compliance-related matters under its current license, with such resolution being the adoption of this renewal license;

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License ("License" or "Agreement") is issued upon the following terms and conditions, as set forth herein.

ARTICLE 1 DEFINITIONS

Section 1.1 – DEFINITIONS

For the purpose of this License, the following words, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. The word "shall" is always mandatory and not merely directory.

Access Channel - A video programming channel which Licensee makes available to the Issuing Authority without cost for the purpose of transmitting non-commercial programming by members of the public, Town department and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein

Affiliate or Affiliated Person: A Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

Basic Service: The lowest service tier other than a pay cable service, distributed over the Cable System which includes without limitation, all Public, Educational and Governmental Access

Channels and all broadcast signals, if any, required to be carried on Basic Service pursuant to federal law.

Cable Act: Cable Communications Policy Act of 1984 ("CCPA") Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

Cable Service: The one-way transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such programming which Licensee may make available to subscribers generally, in accordance with the Cable Act.

Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Town, as defined in accordance with the Cable Act.

Channel: A portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as a television channel is defined by the FCC by regulation).CMR: Code of Massachusetts Regulations.

Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

Department: The Massachusetts Department of Telecommunications and Cable , formerly known as the Massachusetts Community Antenna Television Commission, or its successor agency.

Educational Access: The specific channel assigned by Licensee and the programming thereon on the Cable System which has been allocated for use by the Town of Holland School Department, and the use thereof, to present non-commercial educational programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: November 5, 2014.

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

Government Access: The specific channel assigned by the Licensee and the programming thereon on the Cable System which has been allocated for use by the Town of Holland, the Issuing Authority or its designee(s), and the use thereof, to present non-commercial programming or information as determined by the Issuing Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable Service(s) including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or cable service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all

Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales that relate to the operation of the Cable System for the provision of Cable Services; Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System for the provision of Cable Service to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to the operation of the Cable System for the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to the operation of the Cable System for the provision of Cable Service. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected. Gross Annual Revenues shall not include any home shopping revenues and any advertising revenues.

Issuing Authority: The Board of Selectmen of the Town of Holland, Massachusetts.

Leased Access Channel: Any channel available for lease for programming by persons other than Licensee subject to and in accordance with 47 U.S.C. 532.

Licensee: CoxCom, LLC, d/b/a Cox Communications or any successor or transferee in accordance with the terms and conditions in this License.

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

Multichannel Video Programming Distributor: A person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

Normal Business Hours: As defined in 47 CFR 76.309 to be 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.

Public Access: Any specific channel(s) on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming other than Educational Access and Governmental Access in accordance with 47 U.S.C. 531 and the terms hereof.

Public, Educational and Government Access ("PEG Access"): The right or ability of any Holland residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose without applicable legally required permits, 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.

Service Area: The corporate limits of the Town.

Subscriber: An individual, organization, corporation, or government entity that is legal authorized to receive Cable Service from Licensee.

Town: The Town of Holland, Massachusetts.

ARTICLE 2 GRANT AND TERM OF LICENSE

Section 2.1 – GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Act, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the Issuing Authority of the Town, hereby grants a non-exclusive cable

television license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable System within the corporate limits of the Town of Holland.

Section 2.2 – RIGHTS AND PRIVILEGES OF LICENSEE

Subject to the terms and conditions herein, the Issuing Authority hereby grants to Licensee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public Ways of the Town of Holland within its municipal boundaries and subsequent additions thereto for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and other services customarily provided by a cable operator subject to and in accordance with all applicable laws.

Section 2.3 – APPLICABLE LAW

This License is granted under, in compliance with and subject to Chapter 166A of the General Laws and all other lawful general laws and lawful acts of the Legislature, and in compliance and subject to all applicable federal law, including, but not limited to, all rules of the FCC, as amended, and in compliance with and subject to all other generally applicable municipal, state and federal laws in force and effect during the period for which this License is granted.

Section 2.4 – TERM OF RENEWAL LICENSE

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on October 30, 2014 and shall terminate at midnight on October 29, 2024.

Section 2.5 – TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by G.L.c. 166A, Section 7, and the regulations of the Division promulgated thereunder (207 CMR 4.00 et. seq.), this License or control thereof shall not be transferred or assigned without the 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 upon a written application and forms therefor as provided by the Division and on FCC or other applicable forms. The application for transfer consent shall be signed by Licensee and by the proposed transferee or assignee.

(b) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this Renewal License and obligations, if any, arising from the award of this Renewal License. Any transferee or assignee of this Renewal License shall be subject to the terms and conditions contained in this Renewal License.

(c) The Licensee shall submit to the Issuing Authority four (4) copies, unless otherwise directed, of the license transfer application, including any forms required by state or federal law. Unless otherwise allowed by applicable law, the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. If no

action is taken by the Issuing Authority on the application after one hundred and twenty (120) days, the application shall be deemed approved.

(d) Notwithstanding the provisions of paragraphs (a) through (c) hereunder, and in accordance with 207 CMR 4.01, no approval of the Issuing Authority shall be required for a transfer or assignment of the License to an Affiliate of the Licensee. Licensee shall provide written notice of any such Affiliate transfer not more than thirty (30) days after such transfer. Such notice shall include an affirmative statement that the Affiliate agrees to be bound by the terms and conditions of this license to the same extent as the Licensee.

Section 2.6 -- NON-EXCLUSIVITY OF LICENSE

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

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome when taken as a whole, than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome when taken as a whole than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons and reasonable evidence for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate, with reasonable evidence that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License when taken as a whole. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate and the Issuing Authority find that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority and Licensee shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Programming to residents of the Town, and

is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within sixty (60) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons with reasonable evidence for its determination of such substantial negative material impact upon the financial viability of the Cable System. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as the Issuing Authority reasonably determines is relevant to the proceeding.

(ii) Should the Licensee demonstrate with reasonable evidence that the Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, and the Issuing Authority finds a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing

Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) As of the Effective Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Distributor(s), which are not in any way an affiliate of the Licensee and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

Should the parties not agree about any matter with regard to this section, the parties reserve their state and federal appellate rights.

Section 2.7 – POLICE AND REGULATORY POWERS

By executing this License, Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability and not specific to this License, not specific to Licensee, not specific to this Cable System or not specific to cable operators only. Licensee shall comply with all applicable lawful bylaws and/or ordinances enacted by the Town and/or Issuing Authority pursuant to any such powers. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers may be resolved in a court of competent jurisdiction or other lawfully available forum.

Section 2.8 – REMOVAL OR ABANDONMENT

The parties shall be subject to applicable state and federal laws regarding removal and abandonment of the Cable System including but not limited to 47 U.S.C. 547 and M.G.L. Ch. 166.

ARTICLE 3 SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 – AERIAL AND UNDERGROUND CONSTRUCTION

(a) In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Licensee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications, and electric services are both aerial and underground, the Licensee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Otherwise, where pole placements of telephone and electric utilities exist the Licensee shall follow them in constructing its Cable System. Nothing contained in this Section shall require the Licensee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, network reliability units, pedestals, or other related equipment.

(b) Notwithstanding anything to the contrary contained in this Section, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this License, the Licensee shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

(c) The Issuing Authority shall provide the Licensee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of cable facilities. The Issuing Authority agrees to require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give the Licensee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Licensee at least ten (10) business days prior to availability.

Section 3.2 – REQUIRED EXTENSIONS OF SERVICE

The Licensee agrees to provide Cable Service to all residences in the Service Area, subject to the density requirements specified in this Section. Whenever the Licensee receives a request for Cable Service from a potential Subscriber in a contiguous unserved area where there are at least ten (10) residences within one (1) mile from the portion of the Licensee's trunk or distribution cable which is to be extended, the Licensee shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the applicable installation

charge; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the Cable System. No such extension shall be required if there are no aerial or underground electric distribution facilities between such residences and the portion of the Licensee's trunk or distribution cable which would need to be extended. Notwithstanding the foregoing, the Licensee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Licensee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing. Licensee shall not be required to offer Cable Service to individual units of a multiple dwelling unit (MDU) facility within the Service Area unless the owner of the facility consents in writing to the following:

- (i) to Licensee's providing of Cable Service to individual units of the facility;
- (ii) to reasonable conditions and times for installation, maintenance and inspection to the portion of the Cable System on the facility premises;
- (iii) to reasonable conditions promulgated by the Licensee to protect Licensee's equipment and to encourage widespread use of the Cable System; and
- (iv) to not demand or accept payment from Licensee for permitting Licensee to provide Cable Service to the facility and to not discriminate in rental charges, or otherwise, between tenants who receive Cable Service from the Licensee and those who do not.

Section 3.3 – SUBSCRIBER CHARGES FOR EXTENSIONS OF SERVICE

If a potential Subscriber resides in an area that does not meet the density requirements of Section 3.2 above, the Licensee shall only be required to extend the Cable System if the Subscribers in that area are willing to share the capital costs of extending the Cable system by making a capital contribution in aid of construction including cost of material, labor and easements. Specifically, the Licensee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per mile of its trunk or distribution cable, and whose denominator equals (10). Subscribers who request service hereunder shall bear the remaining construction costs on a PRO RATA basis. The Licensee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any applicable installation charges to extend the Cable System from the tap to the residence.

Section 3.4 – SUBSCRIBER NETWORK

The Licensee shall continue to make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz) Cable System, fully capable of carrying at least seventy-eight (78) NTSC video channels in the downstream direction and currently fed by a hybrid fiber optic coaxial network.

Section 3.5 – SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town regardless of its geographical location, subject to

Sections 3.1 through 3.3 above. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for non-standard and customized installation within a subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within one hundred fifty (150) feet of the cable plant for an aerial drop, shall be entitled to a standard installation rate, however, Licensee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage or for non-standard installation drops, for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop and such itemization shall disclose the basis for Licensee's deeming the installation non-standard. If requested by the Issuing Authority, Licensee shall meet with the Issuing Authority or his/her designee to discuss, for advisory purposes, the basis of Licensee's determining that an installation is non-standard.

Section 3.6 - SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Licensee shall continue to provide and maintain one (1) free Subscriber Cable Drop and Outlet and Basic Service to all police and fire stations, public schools, public libraries and other town-owned public buildings along the Cable System plant route included in Schedule 3.6, attached hereto and made a part hereof. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service and upon request provide reasonable consultation for making new internal wiring compatible with the cable system. The internal wiring shall be the responsibility of the institution. There shall be no costs to the

Town or any designated institution for the installation and provision of monthly Basic Service and related maintenance. Municipal and School buildings already having more than one Subscriber Cable Drop or Outlet will continue to receive same in accordance with the terms of this section.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town, if necessary for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority, weather conditions permitting.

(d) (e) Notwithstanding anything to the contrary in this Section 3.6, Licensee shall continue to provide an aerial connection between the Town Elementary School at 28 Sturbridge Road and the Town Hall at 27 Sturbridge Road so as to enable the live cablecasting of events occurring at the Elementary School gymnasium. The Licensee shall also continue to provide a similar aerial connection between the Town Library at 25 Sturbridge Road and the Town Hall so as to enable similar live cablecasting of events occurring at the Town Library.

Section 3.7 – STANDBY POWER

The Licensee shall maintain a minimum of twenty-four (24) hours standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply.

Section 3.8 – TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all lawful generally applicable rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 3.9 – PEDESTALS AND VAULTS

In any cases in which vaults, housing devices or pedestals are to be utilized, in the Town Public Ways or within the Town public layout, such equipment must be in accordance with applicable lawful Public Works Department, or similar department, regulations. In any event, Licensee will comply with Town lawful ordinances or by-laws and regulations of general

applicability with respect to the foregoing. This provision shall not apply to vaults, housing devices or pedestals currently in use as of the Effective Date.

Section 3.10 – PRIVATE PROPERTY

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

Section 3.11 – RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, surface, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as is reasonably possible as soon as possible, subject to the lawful requirements of the Town's Department of Public Works or their designee. Such street restoration shall be in accordance with the lawful generally applicable requirements of the Department of Public Works. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town.

Section 3.12 – COOPERATION WITH BUILDING MOVERS

The Licensee shall, upon ninety (90) days written request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure, so long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall be in accordance with applicable law or if applicable law does not specify such expense, by the party requesting such relocation.

Section 3.13 – RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reason such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Licensee shall be treated the same as other affected utilities.

Section 3.14 – RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule.

Section 3.15 – SERVICE INTERRUPTION; REBATES

Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use. Rebates for service interruptions shall be in accordance with Section 6.1 of this Renewal License and applicable law, including FCC customer service regulations.

Section 3.16 – CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable System and render service to subscribers consistent with all applicable regulations during the term of this License. The construction, maintenance and operation of the Cable System for which this License is granted shall therefore be in conformance with, among other things, the applicable provisions of the National and Massachusetts Electrical Codes, the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division and the FCC. Upon written request of the Issuing Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the Town.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

Section 3.17 – RIGHT OF INSPECTION

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

Section 3.18 – EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right to do so at the sole cost and expense of Licensee, provided however that, wherever reasonably possible, the Issuing Authority gives Licensee written notice and the ability to relocate wires, cable or other equipment, with said notice not being subject to the formal notice requirements of Section 8.6. Licensee shall have the right to seek and be eligible for, where applicable, reimbursement under any applicable government program providing for reimbursement.

Section 3.19 – EMERGENCY AUDIO ALERT

The Licensee shall provide an emergency audio alert system that shall comply with the FCC's Emergency Alert System ("EAS") regulations and applicable Massachusetts Emergency Management Agency regulations if any.

Section 3.20 – INTERCONNECTION WITH OTHER CABLE SYSTEMS

During the term of this Renewal License, the Licensee may consider interconnection of the Cable System with one or more cable systems in adjoining communities. In making any such determination, the Licensee shall consider the costs of interconnection and the benefits of interconnection.

Nothing in this Agreement shall be deemed to require the Licensee to take any action that would cause it to assume the status of a common carrier as defined under applicable law.

ARTICLE 4 RATES AND PROGRAMMING

Section 4.1 – INITIAL RATES

The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this License are listed in Schedule 4.1 attached hereto. These rates are provided for informational purposes only and are subject to change at Licensee's sole discretion pursuant to applicable law.

Section 4.2 – RATE RE-REGULATION; TERMINATION OF RATE REGULATION

The Issuing Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under applicable federal and state law. Subject to the authority of the Department regarding regulation of rates for cable service, the Town may, by letter directed to the Department and/or FCC, request the termination of rate regulation of cable service if

it determines that the continuation of such rate regulation is not in the best interests of the Town and Subscribers.

Section 4.3 – PROGRAMMING CATEGORIES

In accordance with applicable law, Licensee has offered and shall provide the following cable services:

(a) The broad categories of broadcast stations, satellite services and other cable services set forth in Schedule 4.3 attached hereto;

(b) All PEG Access channels required by Article 5 (Community and PEG Access Programming) of this License.

Section 4.4 – PROGRAMMING TIERS

(a) The initial programming and services offered by Licensee are listed in Schedule 4.4, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Licensee's sole discretion pursuant to applicable law.

(b) Nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the Town, should such right be granted to the Town under applicable federal or state law in the future.

(c) The Cable System shall be technically capable of transmitting Town-specific access programming and commercial programming, provided however, Issuing Authority acknowledges it has no rights nor ability to mandate specific programming, however both the Issuing Authority

and the Licensee reserve their rights with respect to access programming and such other programming as may be permitted by law.

Section 4.5 – LEASED ACCESS

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Licensee will make available channel capacity for commercial use by persons unaffiliated with Licensee.

Section 4.6 – STEREO TV TRANSMISSIONS

All commercial and satellite signals received by Licensee in stereo shall be cablecast in stereo.

Section 4.7 – CHANNEL LINEUP

Licensee shall notify the Issuing Authority and subscribers, thirty (30) days in advance, of a substantial change in programming services in accordance with applicable law. Any such notification shall comply with state and federal guidelines as to the means of such notification.

Section 4.8 – REMOTE CONTROLS

Licensee shall allow subscribers to purchase, from parties other than the Licensee, and to utilize remote control devices which are deemed compatible with the converter installed by Licensee. Licensee may require a separate reasonable charge for use of the remote control capacity of its converter. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 4.9 – NEEDS BASED SENIOR DISCOUNT

- (a) It is acknowledged that Licensee is not required by federal or state law to provide any discount to senior citizens off of its Cable Service rates and cannot be required to provide such a discount by the Issuing Authority.
- (b) Subject to the above, The Licensee has voluntarily offered to continue to provide a senior citizen discount to qualified subscribers of ten percent (10%) off of its rate for Basic Cable. In order to qualify for the senior citizen discount, the Subscriber must be sixty-five (65) years of age or older and a head of household and receiving one or more of the following: Supplemental Security Income, Medicaid benefits, Massachusetts fuel assistance, Veterans Service benefits; or Residence in subsidizing housing.
- (c) Such discount does not apply to installation services and equipment charges. Subscribers seeking the senior citizen discount will be required to provide to the Licensee documentation establishing their qualification for senior citizen discount. All subscribers presently receiving a senior citizen discount from the Licensee shall receive the above senior citizen discount.
- (d) During the term of the License, Licensee shall have the right to discontinue the above-referenced needs based senior citizen discount after any notices required by law.

Section 4.10 – EXTERNALIZATION OF FRANCHISE-RELATED CAPITAL COSTS

Any externalization or pass-through of franchise related capital costs, if applicable hereunder, will be done in accordance with FCC regulations.

ARTICLE 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL AND LEASED ACCESS

Section 5.1 – LOCAL ORGINATION AND ACCESS CHANNELS

(a) The Licensee shall make available three (3) full-time Channels for PEG Access purposes. The Licensee shall provide video links from the Town Elementary School and the Town Hall to allow PEG Access Programming to be aired on said three (3) PEG Access Channels. Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, Town, Cable Committee and/or Subscribers, and shall be subject to the control and management of the Cable Committee. The channels may be used by the Licensee if not needed for access purposes or for local origination in accordance with federal law.

(b) Except to the extent expressly prohibited by law, the Town, acting by and through the Issuing Authority, agrees to indemnify, save and hold harmless, and defend the License, its Officers, boards and employees, from and against any liability for damages and any liability or claims that arise out of the transmission or content of programming carried on the access channels, including, without limitation, damages arising out of copyright infringement and defamation.

(c) The access channels described in Subsection 5.1(a) above of this Section shall always be made available for noncommercial use appropriate to the particular channel without

charge when requested. Initially, however, access and local origination programming may be offered on a shared, composite channel to enhance viewership.

Section 5.2 – ANNUAL SUPPORT FOR CABLE-RELATED NEEDS

(a) For the term of the Renewal License, the Licensee shall provide an annual payment to the Issuing Authority solely for PEG operations and other cable-related purposes equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined herein. Notwithstanding the foregoing, the Issuing Authority may request in writing that this payment be made as two (2) semi-annual payments in place of one (1) annual payment.

(b) Each annual payment to the Issuing Authority under the Renewal License shall be made within forty-five (45) days of the end of the preceding twelve month period during the term of the Renewal License (such first twelve month period to commence on the Effective Date) and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for such preceding twelve (12) month period). In the event that the Issuing Authority elects to receive semi-annual payments, each semi-annual payment shall be made within forty-five (45) days of the end of the preceding six month period during the term of the renewal license (such first six (6) month period to commence on the Effective Date) and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for such preceding six (6) month period).

(c) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. The number of subscribers, for purposes of this Section, shall be

calculated on the last day of each prior year unless some other date is required by law (for example, a payment made in March 2015 would be based on the number of subscribers as of December 31, 2014).

(e) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues. Said five percent (5%) shall include the payments made pursuant to Section 5.2(a), and all amounts within the definition of "franchise fee" under federal law including fees required under state and federal laws. To clarify, the payments made pursuant to Section 5.2(c) and payments made to the State under Section 9 of Chapter 166A of the Massachusetts General Laws and payments, if any, based upon a Department assessment pursuant to Chapter 25C of the Massachusetts General Laws, shall be covered and capped by and not in addition to payments made under Section 5.2(a).

The Licensee shall make its first annual payment due hereunder within forty-five (45) days after the Effective Date of this Renewal License,

(c) The Licensee shall file with each such annual or semi-annual payment (as the case may be) a statement certification by the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period (or, if applicable, the preceding six (6) month period). For example, the first annual payment shall be based upon Gross Annual Revenues during the period between October 30, 2014-October 31, 2015 (or, if applicable, the period between October 30, 2014-April 30, 2015).

(d) This support payment, subject to the federal limitation on License Fees, shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or Federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

Section 5.3 – ACCESS AND LOCAL ORIGINATION EQUIPMENT AND SUPPORT

(a) So long as Licensee's Enfield, Connecticut public access studio is maintained by Licensee (or an Affiliate), Licensee shall continue to offer a training program in the technical and conceptual skills of television production and editing free to Subscribers who reside in the Town.

(b) So long as Licensee maintains a production vehicle for remote cablecasting it its Enfield, Connecticut cable system, Licensee shall continue to make such production vehicle available by Holland Subscribers. The Licensee shall furnish a driver and engineer and the Town shall be responsible for providing the crew needed to make use of the production vehicle. Any crew training required shall be provided by the Licensee. Licensee shall maintain and make available to the Issuing Authority procedures for use of the production vehicle on a first-come, first-served basis which permits a fair allocation among the residents and employees of the Towns sharing the production vehicle.

ARTICLE 6
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 – SERVICE INTERRUPTIONS

In accordance with G.L.c. 166A, Section 5(l), In the event that the Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, it will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. Credits will be applied as described above after due notice to the Licensee from the Subscriber in the event Licensee does not have knowledge of the service interruption.

Section 6.2 – COMPLAINTS, AREA OFFICE

(a) The Licensee shall maintain an area customer service office located in Enfield, Connecticut and open during normal business hours (9-5 Monday through Friday) and a twenty four (24) hour toll-free answering line which Subscribers may call without incurring added message units or toll charges (in accordance with Chapter 166A, Section 5(o) of the Massachusetts General Laws) so that prompt service shall be available. At the time of initial subscription, the Licensee shall give each new subscribing household a notice of complaint procedure, listing the Licensee's local or toll free telephone number.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such

complaints and shall make such records available to the Issuing Authority or its designee for inspection upon request and with prior authorization of the Subscriber.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain in the Enfield hub area sufficient personnel in order to provide adequate and prompt service to its Subscribers.

(d) Except where an emergency situation exists necessitating a more expedited procedure, the Licensee may interrupt service for the purpose of repair or upgrading of the Cable System, only during periods of minimum use.

Section 6.3 – SUBSCRIBER NOTICES AND INFORMATION

Licensee shall comply with FCC and Department regulations concerning (1) notices of programming, rates, billing and termination practices and procedures and services; (2) annual notice requirements regarding Subscriber privacy and other matters; and (3) any requirements regarding the provision of other information to Subscribers.

Section 6.4 – PARENTAL CONTROL

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

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

Section 6.5 – BILLING AND TERMINATION PROCEDURES

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

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Security deposits.

Section 6.6 – VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall (i) make a good faith effort to return all of his or her customer

premises equipment to Licensee's local business location or any other reasonable location Licensee may designate or (ii) if the Licensee offers the option, request that the Licensee pick up such customer premises equipment at the subscriber's location, subject to applicable charges of the Licensee. Subscribers may be charged for unreturned equipment.

Section 6.7 – BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will use commercially reasonable efforts to resolve each dispute within thirty (30) working days of receiving notification from the subscriber. Pending resolution of such billing dispute, the subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the subscriber for failure to pay bona fide disputed bills, or portions thereof, upon notice of said dispute.

Section 6.8 – PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all Subscriber privacy requirements under applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act. A copy of the Licensee's current privacy policy is attached to this Agreement as Schedule 6.8 and made a part hereof.

Section 6.9-OTHER CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with any other customer service obligations under applicable federal and state laws.

Section 6.10 – EMPLOYEE IDENTIFICATION CARDS

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

Section 6.11 – TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this Renewal License.

Section 6.12 – TECHNICAL INFORMATION

During the term of this Renewal License, as mutually agreed to by the Issuing Authority and the Licensee, the Licensee and the Issuing Authority may meet to discuss technological developments within the cable industry. These discussions are intended to be informational only and do not create any obligation on the part of the Licensee to modify its Cable System.

Section 6.13 – NON-DISCRIMINATION

Licensee shall not unlawfully discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin,

geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination. This Section 6.13 shall not affect the right of Licensee to offer discounts or engage in other marketing or promotions.

ARTICLE 7 LICENSE ADMINISTRATION

Section 7.1 – REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Issuing Authority shall monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify Licensee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Authority and Licensee (in accordance with Section 9.1).

Section 7.2 – INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable System under the Renewal License, including without limitation, damage to persons or property,

both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed provided that this indemnification shall not extend to negligence of the Town and its officials, boards, commissions, committees, agents and/or employees. Upon timely receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable System.

Section 7.3 – INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to applicable law, with the Town as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

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

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

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

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

Section 7.4 – PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts of Fifty Thousand Dollars (\$50,000). Said bond shall be conditioned that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any material term and/or condition contained herein, the amount thereof shall be

recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any provision in this License.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more material provisions of this License, the Town shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated 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. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this License except that whatever amounts may be collected under any bond shall be credited toward whatever total damages may be determined and shall satisfy such claim only to the extent of such monies actually collected.

Section 7.5 – PERFORMANCE EVALUATION SESSIONS

(a) The Issuing Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. 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 the Licensee with thirty (30) days' advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable System pursuant to this Renewal License. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee agrees to meet with Town Counsel to discuss the reasons why it considers such materials to be proprietary.

(b) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Clerk's Office. If inadequacies are found which result in a violation of any of the material terms and conditions of this Renewal License, the Licensee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with Section 9.1.

Section 7.6 – NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse the violation.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

Section 7.7 – SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Issuing Authority shall have the right to request Licensee to reasonably maintain records of written and verbal complaints which it receives. Subject to privacy restrictions required under applicable law, the Issuing Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Licensee's business hours upon reasonable notice.

Section 7.8 – SUBSCRIBER COMPLAINT REPORT

To the extent required by G.L.c. 166A, Section 10, and 207 CMR 7.03, Licensee shall notify the Issuing Authority, on forms prescribed by the Department, of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Should the Department eliminate complaint reporting procedures, Licensee shall, in conjunction with the Issuing Authority, develop an acceptable form of complaint reporting.

Section 7.09 – INDIVIDUAL COMPLAINT REPORTS

Upon the written request of the Issuing Authority the Licensee shall within ten (10) business days after receiving such a request, send a written report to the Issuing Authority with

respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken by the Licensee.

Section 7.10 – QUALITY OF SERVICE

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

Section 7.11 – SERVICE INTERRUPTION REPORT

Licensee shall submit, on a form prescribed by the Department, a list of all significant service interruptions. Said report shall be submitted along with the Subscriber Complaint Report required in Section 7.8 Subscriber Complaint Report herein.

Section 7.12 – FINANCIAL REPORTS

Pursuant to G.L.c. 166A, Section 8, the Licensee shall file annually with the Department, on forms prescribed by the Department, a statement of its revenues and expenses for official use only. A financial balance sheet, and a statement of ownership shall be filed with the Department and, upon written request, the Issuing Authority on forms required by the Department. Such statements and balance sheets shall be sworn to by the person preparing same and by an authorized

financial representative of the Licensee. Licensee shall also submit revenue statements together with payments in accordance with Section 5.2(a). In the event the Department no longer requires or provides Forms 200 and 400 for such reporting, the Licensee shall annually provide the financial information requested in a format reasonably approved by the Issuing Authority.

Section 7.13 – NUMBER OF SUBSCRIBERS

Licensee shall file annually with the Issuing Authority a report containing the number of subscribers, which may be included as part of the annual franchise fee payment under G.L. c. 166A, Section 9.

Section 7.14 – LINE EXTENSION REPORT

The Issuing Authority may require Licensee to submit a report detailing the areas in the Town in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

Section 7.15 – REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L.c. 166A, Section 4, or any other rights available to the Licensee.

Section 7.16 – CABLE ADVISORY COMMITTEE

The Issuing Authority may appoint a Cable Advisory Committee and delegate to said Committee such functions as are lawful and customary.

Section 7.17 – INVESTIGATION

Subject to applicable law and regulation, the Licensee shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency; provided however that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with obligations pursuant to this Renewal License.

Section 7.18 – LATE PAYMENTS

In the event any License Fee required under this License is not tendered on before the date upon which such License Fee is due under the terms of this License, interest due on the unpaid portion of such License Fee shall accrue fifteen (15) days from the date due at the rate of three percent (3%) above the annual prime rate. Any late payment fees to the Town pursuant to this Section shall not be deemed to be part of the License Fees to be paid to the Town, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the License pursuant to Section 622(g)(2)(D) of the Cable Act.

**ARTICLE 8
GENERAL PROVISIONS**

Section 8.1 – LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Holland, on the other hand.

Section 8.2- NO THIRD PARTY BENEFICIARY

This Agreement is for the benefit of the Town and Licensee. Nothing in this agreement grants or is intended to grant any claim, cause of action, or right of action for breach of this Agreement to any person not a party to this Agreement, it being the explicit intent of the parties that this Agreement shall not be construed as a third-party beneficiary contract.

Section 8.3 – ENTIRE AGREEMENT

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

Section 8.4 – CAPTIONS

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

Section 8.5 – SEVERABILITY

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

Section 8.6 – FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term “force majeure” as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; the unavailability of essential materials; or any other cause or event not reasonably within the control of the disabled party.

Section 8.7 – NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Holland Board of Selectmen, Holland Town Hall, 27 Sturbridge Road, Holland, Massachusetts 01521, or such other address as the Issuing Authority may specify in writing to the Licensee. A copy of every notice served upon the Issuing Authority shall also be sent by certified mail (postage prepaid) to the Holland Cable Commission, Holland Town Hall, 27 Sturbridge Road, Holland, Massachusetts 01521, or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Vice President and General Manager, CoxCom, LLC, 9 J.P. Murphy Highway, West Warwick, RI 02893 with copies to Attn: Legal Department, Cox Communications, 1400 Lake Hearn Drive, Atlanta, GA 30319, or such other address (es) as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing or receipt.

Section 8.8 – REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

Section 8.9 – SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal maintenance.

Section 8.10 – COST OF PUBLICATION

Licensee shall, upon written request of the Issuing Authority within thirty (30) days of the execution of this License, print and distribute to the Issuing Authority a maximum of fifteen (15) copies of the License.

Section 8.11 – JURISDICTION

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

ARTICLE 9
DETERMINATION OF BREACH - LIQUIDATED DAMAGES - LICENSE
REVOCATION

Section 9.1 – DETERMINATION OF BREACH

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

(a) respond to the Issuing Authority in writing and such response may contest the Issuing Authority's assertion of default and in any event shall provide such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail or any other means which can be utilized to verify the mailing date, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

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

- (i) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) assess liquidated damages in accordance with the schedule set forth in Section 9.2 below;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 9.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.

Section 9.2 – LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 9.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 9.1(c) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 2 herein, Fifty Dollars (\$50.00) per day, for each day that any such non-compliance continues.

(2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2 herein, Three Hundred Seventy-five Dollars (\$375.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 6.2 *infra*, and schedule 6.2 attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

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

Section 9.3 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

Any transfer or assignment of the License without compliance with Section 2.5 hereunder shall be null and void, and shall be deemed a material breach of this License. If the Issuing Authority denies its consent to such a transfer or assignment and such transfer or assignment has nevertheless been effected, the Issuing Authority may revoke and terminate this License, unless such transfer or assignment is otherwise allowable pursuant to applicable law. The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

Section 9.4 – TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 9.1 and 9.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority, or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License. In the event of termination the Town and Licensee shall in addition have all of the post-termination rights set forth in this Renewal License or applicable law.

Section 9.5 – NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Town or Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

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

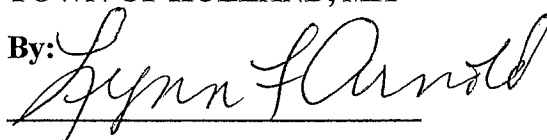
(c) A waiver of any right or remedy by the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the

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

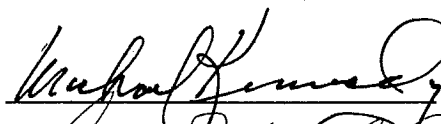
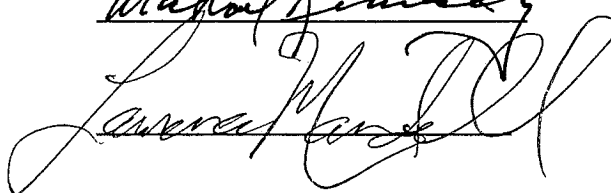
WITNESS OUR HANDS AND OFFICIAL SEALS, THIS 5 DAY OF November, 2014.

TOWN OF HOLLAND, MA

By:



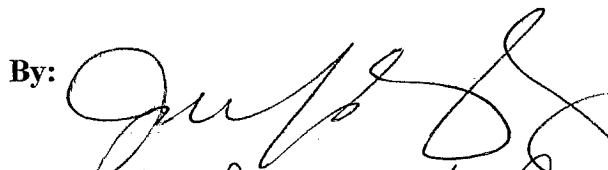
Chairperson

This License is hereby accepted by:

COXCOM, LLC, D/B/A COX COMMUNICATIONS

By:



Title:

Vice President, Government & Public Affairs

Schedule 3.4 Free Drops

Town Hall	27 Sturbridge Road
Elementary School	28 Sturbridge Road
Town Library	25 Sturbridge Road
Police Station	same as Town Hall
Fire Station	5 Sturbridge Road

Schedule 4.1 Initial Rates

TV Price List

Cox TV - Monthly Service	
Starter TV	\$10.11
TV Essential (TV Starter & Expanded!)	\$60.29
TV Essential Service on Additional TVs	No Charge
TV Economy	\$38.99

Cox Advanced TV - Monthly Service	
Gateway (no Paks)	\$63.29
Preferred (Variety Pak)	\$73.29
Preferred Plus (Movie Pak)	\$81.29
Preferred Plus (Sports & Info Pak)	\$83.29
Premier (Variety, Movie & Sports & Info Pak)	\$85.29
Ultimate (Paks, Record 6 DVR, 4 Premiums)	\$145.29
Variety Pak	\$10.00
Movie Pak	\$8.00
Sports & Info Pak	\$10.00
Sports Pak 2	\$10.00
Latino Pak	\$10.00

Digital Premium Services (Monthly Fees)	
Choose from HBO, Showtime/ The Movie Channel, Cinemax or Starz	
Any One	\$15.99
Any Two	\$26.99
Any Three	\$36.99
All Four	\$45.99

Bundle and Save

Bundle the products you need to get the best offers and most opportunities to save!

Subscription On Demand Services (Monthly Fees)	
Anime.....	\$6.99
Bollywood Hits	\$9.99
Disney Family Movies	\$6.99
here!.....	\$6.99
The Jewish Channel.....	\$6.99
Too Much for TV	\$14.99
Hispanic Packages (Monthly Fees)	
Paquete Latino.....	\$19.11
El Mix	\$41.29

Specialty Services (Monthly Fees)	
Epix	\$11.99
Playboy TV.....	\$15.00

International Channels (Monthly Fees)	
RAI Italia	\$9.99
TV5Monde.....	\$9.99

Receiver Rental (Monthly Fees)	
Digital.....	\$3.07
(includes remote control)	
HD, DVR, HD/DVR, Contour Receivers.....	\$3.07
(includes remote control)	
Cox CableCARD™ (monthly rental).....	\$1.86
Limited Digital Receiver.....	\$1.99*
(receiver & remote control, no Advanced TV Services)	
*Limited Digital Receiver is only available to analog Cox TV Starter customers upgrading to Digital.	

Advanced Services (Monthly Fees)	
DVR Service (Primary outlet)	\$11.99
DVR Service (Add'l outlet).....	\$11.99
Record & DVR Service.....	\$19.99
High Definition TV (HDTV) Programming.....	No Charge
Contour™ Service	No Charge

Available to residential customers in Cox service areas. Cox Advanced TV receiver rental not required in video broadcast channels. To receive broadcast signals in digital quality, paid subscription to a minimum of Cox TV Starter and a Cox Advanced TV receiver rental required. Cox TV Starter at a minimum, digital pay-view, and a Cox digital receiver or a Cox pay-view receiver is required. Cox Advanced TV receiver rental required for Advanced TV. For CableCARD facts on www.cox.com for details. CableCARD is a registered trademark of Cable Television Laboratories, Inc. (CableLabs®) and is used with permission. A digital or HD receiver is not required to tune local HD channels with clear QAM HDTV sets. An HDTV set and an HD receiver or CableCARD is rental required in order to access other HD programming. DVR receiver and remote control required to support composite video or s-video connections required for DVR service. Monthly DVR service fee applies. Available DVR recording space varies. To view equipment options for Cox TV economy kits available and prices may vary, rates are subject to change. Pricing may vary per location. Service may not be available in all areas. Installation fees, taxes, franchise fees and other charges are additional. Other restrictions may apply.

Cox Service Protection Plan \$6.99
 Cox Tech Solutions \$14.99
 (multi PC)
 Cox Tech Solutions \$9.99
 (single PC)

Return Check Fee \$25.00
 Collection Fee \$30.00
 Electronic Reactivation \$20.00
 Payment of Cox Bill by phone ..\$10.00
 Itemization \$25.00
 Late Payment 1% for video or phone
 Credit Card Denial\$10.00

Product Installation
 TV Starter/Essential .. \$17.00 .. \$20.95
 Advanced TV \$17.00 .. \$20.95
 Advanced TV w/ DVR \$17.00 .. \$20.95
 Contour™ TV Package N/A .. \$20.95
 Internet \$30.00 .. \$60.00

Additional Outlets

Analog A/Os \$17.50/ea
 Digital A/Os \$17.50/ea
 Video A/Os (separate truck roll) \$20.95/ea

Schedule 4.3 Broad Categories of Programming

Licensee shall provide the following broad categories of Video Programming:

News Programming;

Sports Programming;

Public Affairs Programming;

Children's Programming;

Entertainment Programming; and

Local Programming.

Schedule 4.4 Initial Program Services

Holland Area

Channel Lineup

COX

Right to your TV favorites

Available while service is active

For the most recent channel line-up, please visit www.cox.com/channels

2 CoxSports Television	10 WBZ Ch. 4- CBS	17 WGBY Ch. 57- PBS	76 C-SPAN*	807 WGBY PBS World*
3 WSHM Ch. 3- CBS	11 WCCT Ch. 20- CW	18 WUVN Ch. 18- UVI	77 C-SPAN2*	811 WCCT this TV*
4 WGBB Ch. 4- FOX	12 TBS	20 WGBB Ch. 40- ABC	78 C-SPAN3*	
5 WEDH Ch. 24- PBS	13 CT-N	68 JewelryTV*	81 ShopHQ*	
7 CoxShopping Channel	14 WWLP Ch. 22- NBC	72 Leased Access*	82 WGN America	
8 OVC	15 Public Access	73 Leased Access*	805 WGBY PBS Create*	
9 HSN	16 WGBH Ch. 2- PBS	74 Leased Access*	806 WGBY PBS Kids*	
1001 WFSB HD- CBS	1008 QVCHD	1012 TBS HD	1017 WGBY HD- PBS	1128 CoxSports Television HD
1004 WGBB HD- FOX	1011 WCCT HD- CW	1014 WWLP HD- NBC	1020 WGBB HD- ABC	

172 INSP*

173 TBN*

174 Daystar*

24 FX	35 The Weather Channel	46 CNBC	57 Travel Channel	87 TVGN*
25 TNT	36 TLC	47 FOX News Channel	58 Cartoon Network	89 MoviePlex*
26 Discovery Channel	37 ABC Family	48 BET	59 HISTORY	90 Hallmark Channel*
27 Spike	38 AMC	49 E!	60 Animal Planet	91 Hallmark Movie Channel*
28 ESPN	39 Food Network	50 EWTN	61 VH1	92 GSN*
29 ESPN2	40 Comedy Central	51 Comcast SportsNet	66 ID*	93 NBC Sports Network*
31 truTV	41 Lifetime Television	52 MTV	70 TV Land	94 FOX Business*
32 NESN	42 A&E	53 HLN	83 National Geographic*	95 FX*
33 CNN	43 Disney Channel	54 HGTV	84 OWN*	147 NESNPlus*
34 USA Network	44 Nickelodeon	55 Syfy	85 FOX Sports 1*	
	45 msnbc	56 Bravo	86 Golf Channel*	

1024 FX HD	1036 TLC HD	1047 FOX News HD	1059 HISTORY HD	1086 Golf HD*
1025 TNT HD	1037 ABC Family HD	1048 BET HD	1060 Animal Planet HD	1087 TVGN HD*
1026 Discovery Channel HD	1038 AMC HD	1049 E! HD	1061 VHT HD	1090 Hallmark Channel HD*
1027 Spike HD	1039 Food Network HD	1051 Comcast SportsNet HD	1063 Velocity HD	1091 Hallmark Movie Channel HD*
1028 ESPN HD	1040 Comedy Central HD	1052 MTV HD	1064 Universal HD	1093 NBC Sports Network HD*
1029 ESPN2 HD	1041 Lifetime HD	1053 HLN HD	1065 Palladia HD*	1094 FOX Business HD*
1031 truTV HD	1042 A&E HD	1054 HGTV HD	1066 ID HD*	1095 FX HD*
1032 NESN HD	1043 Disney HD	1055 Syfy HD	1070 TV Land HD	1147 NESNPlus HD*
1033 CNN HD	1044 Nickelodeon HD	1056 Bravo HD	1083 National Geographic HD*	1970-1976 NBC Sports Extra Time HD*
1034 USA HD	1045 msnbc HD	1057 Travel HD	1084 OWN HD*	
1035 Weather HD	1046 CNBC HD	1058 Cartoon HD	1085 FOX Sports 1 HD*	

24 FX	35 The Weather Channel	44 Nickelodeon	55 Syfy	87 TVGN*
25 TNT	38 AMC	45 msnbc	58 Cartoon Network	92 GSN*
26 Discovery Channel	39 Food Network	47 FOX News Channel	59 HISTORY	95 FX*
31 truTV	40 Comedy Central	48 BET	60 Animal Planet	162 TCM*
33 CNN	41 Lifetime Television	49 E!	70 TV Land	389 Galavision
34 USA Network	43 Disney Channel	50 EWTN	83 National Geographic*	901-950 Music Choice

1024 FX HD	1035 Weather HD	1044 Nickelodeon HD	1058 Cartoon HD	1095 FX HD*
1025 TNT HD	1038 AMC HD	1045 msnbc HD	1059 HISTORY HD	1162 TCM HD*
1026 Discovery Channel HD	1039 Food Network HD	1047 FOX News HD	1060 Animal Planet HD	1389 Galavision HD
1031 truTV HD	1040 Comedy Central HD	1048 BET HD	1070 TV Land HD	1901-1950 Music Choice HD
1033 CNN HD	1041 Lifetime HD	1049 E! HD	1083 National Geographic HD*	
1034 USA HD	1043 Disney HD	1055 Syfy HD	1087 TVGN HD*	

* Digital or HD channel included with service level noted; requires rental of digital receiver or CableCARD®, except TV sets with Clear-QAM digital tuner will receive local broadcast channels without equipment rental. Contour HD Channels require rental of a Contour receiver. HD channels included with service level noted. A clear-QAM HDTV or an HD receiver rental required. Some digital video channels may be delivered via Switched Digital Video technology requiring an Advanced TV receiver or other two-way capable device, or a device equipped with a Cox CableCARD and SDV tuning adaptor to view the channel.

COX channel lineup Holland Area

Effective August 2014

26 Discovery Channel	52 MTV	126 Fusion	182 Boomerang	193 TR3S: MTV, Música y Más
39 Food Network	54 HGTV	130 GoTV	183 Nicktoons	194 Mun2
40 Comedy Central	58 Cartoon Network	143 Discovery Channel Fit & Health	184 TeenNick	195 fuse
43 Disney Channel	60 Animal Planet	150 DIY Network	185 Sprout	399 Azteca America
44 Nickelodeon	66 ID	151 Cooking Channel	189 MTV2	400 Centromerica
49 E!	83 National Geographic	166 Oxygen	190 MTV Hits	900 MCPLAY
50 EWTN	84 OWN	181 Disney XD	191 MTV Jams	901-950 MusicChoice

1026 Discovery Channel HD	1044 Nickelodeon HD	1058 Cartoon HD	1084 OWN HD*	1901-1950 MusicChoice HD
1039 Food Network HD	1049 E! HD	1060 Animal Planet HD	1181 Disney XD HD	
1040 Comedy Central HD	1052 MTV HD	1066 ID HD	1195 fuse HD	
1043 Disney HD	1054 HGTV HD	1083 National Geographic HD	1900 MC Play HD	

Advanced TV

1 On Demand*	908 Throwback Jamz	922 Party Favorites	936 Pop Latino	950 Light Classical
ZONE CHANNELS	909 R&B Classics	923 Teen MC	937 Musica Urbana	
986 KidsZone	910 R&B Soul	924 Kidz Only	938 Mexicana	MUSIC CHOICE HD
987 NewsZone	911 Gospel	925 Toddler Tunes	939 Tropicales	1901-1950 MusicChoice HD
988 SportsZone	912 Reggae	926 Y2K	940 Romances	ITV
MUSIC CHOICE	913 Rock	927 90's	941 Sounds of The Seasons	970 iWeather0
901 HitList	914 Metal	928 80's	942 Stage & Screen	971 iGames0
902 Pop Rhythmic	915 Alternative	929 70's	943 Soundscapes	972 iRemote0
903 Dance/EDM	916 Adult Alternative	930 Solid Gold Oldies	944 Smooth Jazz	
904 MC Indie	917 Rock Hits	931 Pop Country	945 Jazz	
905 Hip-Hop and R&B	918 Classic Rock	932 Today's Country	946 Blues	
906 Rap	919 Soft Rock	933 Country Hits	947 Singers & Swing	
907 Hip-Hop Classics	920 Love Songs	934 Classic Country	948 Easy Listening	
	921 Pop Hits	935 Contemporary Christian	949 Classical Masterpieces	

Bonus Pak HD

100 Science	103 American Heroes Channel	105 Nick Jr.		
101 Destination America	104 Hub	129 MLB Network		
1100 Science HD	1101 Destination America HD	1105 Nick Jr. HD	1104 Hub HD	1129 MLB Network HD

Variety Pak HD

150 DIY Network	160 Nat Geo WILD	183 Nicktoons	191 MTV Jams	198 Great American Country
151 Cooking Channel	162 TCM	184 TeenNick	192 mtvU	900 MCPLAY HD
152 Logo	166 Oxygen	185 Sprout	193 TR3S: MTV, Música y Más	
153 Esquire Network	167 WEtv	187 E! Rey	194 Mun2	
157 Chiller	180 Disney Jr.	188 VH1 Classic	195 fuse	
158 BBC America	181 Disney XD	189 MTV2	196 CMT	
159 TV One	182 Boomerang	190 MTV Hits	197 CMT Pure Country	
1150 DIY HD	1158 BBC America HD	1167 WETV HD	1196 CMT HD	
1151 Cooking Channel HD	1160 Nat Geo WILD HD	1181 Disney XD HD	1900 MCPLAY HD	
1153 Esquire Network HD	1162 TCM HD	1195 fuse HD		

Sports & Info Pak HD

115 H2	125 Univision Deportes	132 ESPN Classic	136 NBA TV	141 Tennis Channel
116 FYI	126 Fusion	133 ESPNWS	137 NFL Network	143 Discovery Channel Fit & Health
118 CNN International	127 ESPN Goal Line/ Buzzer Beater	134 ESPN	138 NHL Network	
121 Bloomberg TV	130 GoTV	135 CBS Sports Network	140 Fox Sports 2	
1115 H2 HD	1127 ESPN Goal Line/ Buzzer Beater HD	1134 ESPN HD	1138 NHL Network HD	
1116 FYI HD	1133 ESPNWS HD	1136 NBA TV HD	1141 Tennis Channel HD	
1125 Univision Deportes HD		1137 NFL Network HD		

* Digital or HD channel included with service level noted; requires rental of digital receiver or CableCARD™, except TV sets with Clear-QAM digital tuner will receive local broadcast channels without equipment rental. Contour HD Channels require rental of a Contour receiver. HD channel included with service level noted: A Clear-QAM HD TV or an HD receiver rental required. Some digital video channels may be delivered via Switched Digital Video technology requiring an Advanced TV receiver or other two-way capable device, or a device equipped with a Cox CableCARD and SDV tuning adaptor to view the channel. Subscription to TV Essentials and Advanced TV required to receive Zone Channels. *Not available in all areas. *Requires subscription to Contour HD Channels.

COX channel lineup Holland Area

Effective August 2014

352 beIN Sports en Español	482 MLB Network	485 Outside	488 Sportsman	491 beIN Sports
480 MLB Network StrikeZone	483 NFL RedZone	486 Universal Sports	489 Big Ten Network	
481 NFL Network	484 World Fishing Network	487 Outdoor	490 PAC 12	

Sports Pak 2 HD

1352 beIN Sports en Español HD	1482 MLB Network HD	1485 Outside HD	1489 Big 10 HD	
1480 MLB Network StrikeZone HD	1483 NFL RedZone HD	1486 Universal Sports HD	1490 PAC 12 HD	
1481 NFL Network HD	1484 World Fishing Network HD	1487 Outdoor HD	1491 beIN Sports HD	Requires subscription to Contour HD Channels

246 FLIX	287 ENCORE Black	291 ENCORE FAMILY	295 IFC
277 RetroPlex	288 ENCORE Action	292 ENCORE	296 LMN
278 IndiePlex	289 ENCORE Suspense	293 EPIX	299 FX Movie Channel (FXM)
286 ENCORE Classic	290 ENCORE Westerns	294 Sundance TV	356 ENCORE Español

Movie Pak HD

1277 RetroPlex HD	1292 ENCORE HD	1295 IFC HD	
1278 IndiePlex HD	1293 EPIX HD	1296 LMN HD	Requires subscription to Contour HD Channels

345 CNN en Español	358 De Película Clásico	370 BabyTV	383 Mun2	394 Nuestra Tele
348 FOX Deportes	359 Cine Sony	371 Cheebies	385 Fox Life	395 TV Dominicana
349 ESPN Deportes	360 Cine Estelar	375 Discovery Channel en Español	386 Univision	396 WAPA America
350 GolfTV	364 Cartoon SAP	376 Nat Geo Mundo	387 tNovelas	397 Canal Sur
351 Univision Deportes	365 Nick 2	377 EWTN Español	389 Galavisión	398 El Rey
352 beIN Sports en Español	366 Nicktoons	378 HISTORIA en Español	390 Uni Más	399 Azteca America
355 Cinelatio	367 Disney XD en SAP	381 TR35: MTV, Música y Más	391 Telemundo	400 Centroamerica
357 De Película	368 Boomerang (SAP)	382 Ritmoson Latino	393 TV Chile	491 beIN Sports

Latino Pak HD

1351 Univision Deportes HD	1352 beIN Sports en Español HD	1389 Galavisión HD	1491 beIN Sports HD
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Premium Channels

200 HBO	207 HBO Comedy	225 MAX Latino	244 SHOWTIME BEYOND	283 STARZ Kids & Family
201 HBO2	208 HBO Latino	226 Movie MAX	246 FLIX	284 STARZ Cinema
202 HBO Signature	220 Cinemax	227 OuterMAX	240 THE MOVIE CHANNEL	285 STARZ Comedy
203 HBO West	221 MoreMAX	240 SHOWTIME	261 THE MOVIE CHANNEL Xtra	293 EPIX
204 HBO2 West	222 ActionMAX	241 SHOWTIME 2	280 STARZ	592 Playboy
205 HBO Family	223 ThrillerMAX	242 SHOWTIME SHOWCASE	281 STARZ Edge	
206 HBO Zone	224 5-StarMAX	243 SHOWTIME EXTREME	282 STARZ In Black	

Premium Channels HD

1200 HBO HD	1208 HBO Latino HD	1240 SHOWTIME HD	1278 IndiePlex HD	1293 EPIX HD
1201 HBO2 HD	1220 Cinemax HD	1242 SHOWTIME SHOWCASE HD	1279 STARZ (W) HD	
1202 HBO Signature HD	1221 MoreMAX HD	1243 SHOWTIME EXTREME HD	1280 STARZ HD	
1203 HBO (W) HD	1222 ActionMAX HD	1250 SHOWTIME (W) HD	1281 STARZ Edge HD	
1204 HBO2 (W) HD	1223 ThrillerMAX HD	1260 TMC HD	1282 STARZ In Black HD	
1205 HBO Family HD	1224 5 StarMAX HD	1262 TMC (W) HD	1283 STARZ Kids & Family HD	
1206 HBO Zone HD	1230 Cinemax (W) HD	1277 RetroPlex HD	1285 STARZ Comedy HD	Requires subscription to Contour HD Channels

International Channels

340 Rai ITALIA

341 TVSMONDE

Subscription Sports Packages & Pay-Per-View

500 PPV Previews	650 Sports Packages Previews	651-659 MLS Direct Kick	591 Bang U
501-502 PPV Events	601-606 ESPN Game Plan /	671-684 MLB Extra Innings	592 Playboy
509 3-D PPV	ESPN Full Court	671-684 NHL Center Ice	593 Brazzers
145/1145 NFL RedZone	651-659 NBA League Pass	590 Adult On Demand	594 MOFOS

Subscription Sports Packages & Pay-Per-View HD

510 HD PPV

ON DEMAND & SUBSCRIPTION VIDEO ON DEMAND (VOD)

(Tune to channel 1 for On DEMAND)

On DEMAND

Anime

Free Zone

The Jewish Channel

Movies**

My Primetime

Premium Content

Adult On Demand

Subscription On DEMAND*

Bollywood

Disney Family Movies

Here! TV

Playboy

Too Much For TV

*Monthly service fee applies**Prices vary

▲ Digital or HD channel included with service level noted; requires rental of digital receiver or CableCARD™, except TV sets with Clear-QAM digital tuner will receive local broadcast channels without equipment rental. Contour HD Channels require rental of a Contour receiver. HD channel included with service. *Not available in all areas. †Part-time seasonal channel. ‡Requires subscription to Contour HD Channels.

D. Channels

1001	WFSB HD-CBS	1039	Food Network HD	1063	Velocity, Velocity HD	1134	ESPNU HD	1206	IMC HD
1004	WGGB HD-FOX	1040	Comedy Central HD	1064	Universal HD	1136	NBA TV HD	1280	STARZ HD
1008	QVC HD	1041	Lifetime HD	1065	Palladia HD	1137	NFL HD	1281	STARZ Edge HD
1011	WCCT HD-CW	1042	A&E HD	1066	ID HD	1138	NHL HD	1292	ENCORE HD
1012	TBS HD	1043	Disney HD	1070	TV Land HD	1141	Tennis HD	1293	EPIX HD
1014	WWLP HD-NBC	1044	Nickelodeon HD	1083	National Geographic HD	1145	NFL RedZone HD†	1295	IFC HD
1017	WGBY HD-PBS	1045	msnbc HD	1084	OWN HD	1147	NESN Plus HD	1296	LMN HD
1020	WGGB HD-ABC	1046	CNBC HD	1085	FOX Sports 1 HD	1153	Esquire Network HD	1351	Univision Deportes HD
1024	FX HD	1047	FOX News HD	1086	Golf HD	1158	BBC America HD	1352	beIN Sports en Español HD
1025	TNT HD	1048	BET HD	1090	Hallmark HD	1160	Nat Geo WILD HD	1389	Galavision HD
1026	Discovery Channel HD	1049	E! HD	1091	Hallmark Movie Channel HD	1162	TCM HD	1480	MLB Network StrikeZone HD
1027	Spike HD	1051	Comcast SportsNet HD	1093	NBC Sports Network HD	1167	WEHD	1482	MLB Network HD
1028	ESPN HD	1052	MTV HD	1094	FOX Business HD	1181	Disney XD HD	1491	beIN Sports HD
1029	ESPN2 HD	1053	HLN HD	1095	FXX HD	1185	fuse HD	1501	PPV Events HD
1031	truTV HD	1054	HGTV HD	1100	Science HD	1196	CMT HD	1970-1976	NBC Sports Extra Time HD
1032	NESN HD	1055	Syfy HD	1101	Destination America HD	1200	HBO HD	MUSIC CHOICE HD	
1033	CNN HD	1056	Bravo HD	1105	Nick Jr. HD	1201	HBO2 HD	1901-1950	Music Choice HD
1034	USA HD	1057	Travel Channel HD	1115	H2 HD	1208	HBO Latino HD		
1035	Weather HD	1058	Cartoon HD	1116	FYI HD	1220	Cinemax HD		
1036	TLC HD	1059	HISTORY HD	1128	Cox Sports HD	1221	MoreMAX HD		
1037	ABC Family HD	1060	Animal Planet HD	1129	MLB HD	1240	SHOWTIME HD		
1038	AMC HD	1061	VH1 HD	1133	ESPNEWS HD				

Control HD Channels

1087	TVGN HD	1204	HBO2 (W) HD	1243	SHOWTIME EXTREME HD	1285	STARZ Comedy HD	1490	PAC 12 HD
1104	Hub HD	1205	HBO Family HD	1250	SHOWTIME (W) HD	1481	NFL Network HD	1631-1639	PPV MLB Extra Innings HD
1127	ESPN Goal Line/ Buzzer Beater HD	1206	HBO Zone HD	1262	TMC (W) HD	1483	NFL RedZone HD	1631-1639	PPV NHL Center Ice HD
1150	DIY Network HD	1222	ActionMAX HD	1277	RetroPlex HD	1484	World Fishing Network HD	1651-1659	PPV NBA League Pass HD
1151	Cooking Channel HD	1223	ThrillerMAX HD	1278	IndiePlex HD	1485	Outside HD	1651-1659	PPV MLS Direct Kick HD
1202	HBO Signature HD	1224	5 StarMAX HD	1279	STARZ (W) HD	1486	Universal Sports HD	1900	MCPLAY HD
1203	HBO (W) HD	1230	Cinemax (W) HD	1282	STARZ in Black HD	1487	Outdoor HD		
		1242	SHOWTIME SHOWCASE HD	1283	STARZ Kids & Family HD	1489	Big 10 HD		

▲ Digital or HD channel included with service level noted; requires rental of digital receiver or CableCARD®* except TV sets with Clear-QAM digital tuner will receive local broadcast channels without equipment rental. Contour HD Channels require rental of a Contour receiver. HD channel included with service level noted; a Clear-QAM HDTV or an HD receiver rental required. Some digital video channels may be delivered via Switched Digital Video technology requiring an Advanced TV receiver or other two-way capable device, or a device equipped with a Cox CableCARD and SOV tuning with service level noted; a Clear-QAM HDTV or an HD receiver rental required. *Not available in all areas. PPV times seasonal channel. Subscription to TV Essential and Advanced TV required to receive Zone Channels. If you wish to rent a CableCARD in lieu of a digital receiver, you must obtain the adaptor to view the channel. ®Requires subscription to Contour HD Channels. All channels and channel packages are subject to change. Other restrictions may apply. CableCARD from Cox. CableCARD is a registered trademark of Cable Television Laboratories, Inc. (CableLabs) and is used with permission. Installation fees, taxes, franchise fees and other surcharges are additional. All channels and channel packages are subject to change. Other restrictions may apply. ©2014 Cox Com. LLC. All rights reserved.

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Schedule 6.8 Licensee Privacy Policies

