

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
RCN TELECOM SERVICES OF MASSACHUSETTS, LLC**

**SELECT BOARD
TOWN OF NATICK,
MASSACHUSETTS**

**Renewal Term
February 10, 2021 – February 9, 2031**

Town of Natick Renewal License Granted to RCN Telecom Services of Massachusetts, LLC
License Term: February 10, 2021 – February 9, 2031

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AGREEMENT

This Cable Television Renewal License entered into this ____ day of February 2021, by and between the Select Board of the Town of Natick, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and RCN Telecom Services of Massachusetts, LLC. (“RCN”).

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Natick, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Natick; and

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

WHEREAS, the Select Board as Issuing Authority finds that Licensee has complied with the terms of its previous license;

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

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

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ARTICLE 1

DEFINITIONS

SECTION 1.1—DEFINITIONS

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

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

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

(3) Access Corporation: The entity, designated by the Issuing Authority from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(4) Affiliate or Affiliated Person: Another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

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

(6) CMR: The Code of Massachusetts Regulations.

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

(8) Cable Service: (A) The one-way transmission to subscribers of video programming or other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(9) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to

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retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

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

(11) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

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

(13) Department or DTC – The Massachusetts Department of Telecommunications and Cable established by Chapter 25C, Section 7 of the Massachusetts General Laws ("M.G.L.") and Chapter 19 of the Acts of 2007 or its successor.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Natick, Massachusetts.

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

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

(18) Educational Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Issuing Authority's designee(s), including the Natick Public Schools and/or other educational institutions designee(s) to present non-commercial educational programming and information to the public.

(19) Effective Date of Renewal License (the "Effective Date"): February 10, 2021.

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

(20) Franchise Fee: Shall have the meaning as set forth in Section 622(g) of the Cable Act.

(21) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(22) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, accrued in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation

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of the Cable System for the provision of Cable Service(s) over the Cable System in the Town, including, without limitation: all revenues derived from the distribution of any Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; all revenues from Subscribers to or for the Licensee's streaming video services, provided that such revenues are Cable Service revenues; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues (including bulk account revenue); all Pay Cable, Premium Services and Pay-Per-View revenues; video-on-demand Cable Services revenue; fees paid for channels designated for commercial use; home-shopping revenues; converter, remote control and other cable-related equipment rentals and/or leases and/or sales; advertising revenues. Revenues that are not directly attributable to specific Subscribers, including, but not limited to, advertising revenue, home shopping revenues and leased access payments, shall be allocated to the Cable System on a per Subscriber or other equitable basis measured in a consistent manner. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of Franchise Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Cable Service and/or signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) or Person(s) itself, where unrelated to the Cable System or such signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; 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.

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

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

(25) Institutional Network ("I-Net"): The dedicated fiber-optic network for the use of the Issuing Authority, its designees and Town departments.

(26) Issuing Authority: The Select Board of the Town of Natick, Massachusetts.

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

(28) License Fee: The payments to be made by the Licensee to the Town of Natick, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G. L. Chapter 166A.

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- (29) Licensee: RCN Telecom Services of Massachusetts, LLC, or any successor or transferee in accordance with the terms and conditions in this Final License.
- (30) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.
- (31) Origination Capability An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (32) Outlet: An interior receptacle that connects a Subscriber's or User's television set to the Cable System.
- (33) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.
- (34) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (35) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (37) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
- (38) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (39) Prime Rate: The prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the "Prime Rate" for purposes of this Final License.
- (40) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designee(s) for use by, among others, Natick residents and/or organizations wishing to present non-commercial Programming and/or information to Subscribers and the public.
- (41) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

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

(45) State: The Commonwealth of Massachusetts.

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

(47) Subscriber Network: The minimum 860 MHz network to be owned and operated by the Licensee, over which signals can be transmitted to Subscribers.

(48) Town: The Town of Natick, Massachusetts.

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

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

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

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

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ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1—GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Select Board of the Town of Natick, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television renewal license to the Licensee authorizing the Licensee to lawfully construct, operate and maintain a Cable Television System within the corporate limits of the Town of Natick.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the 1984 Cable Act; the 1992 Cable Act; and all lawful Town, State and federal statutes and by-laws of general application.

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

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

SECTION 2.2—TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year term, commencing on February 10, 2021 and expiring on February 9, 2031.

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SECTION 2.3—NON-EXCLUSIVITY OF RENEWAL 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 television system within the Town of Natick; 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 than those contained in this Renewal License.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted, from and after the Execution Date hereof, on terms and conditions more favorable or less burdensome than those contained in this Renewal License, 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 such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information in writing as is requested in order to justify its belief.

(ii) Should the Licensee demonstrate, and the Issuing Authority reasonably finds, 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 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), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

SECTION 2.4—POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State laws and regulations and all bylaws and regulations enacted or promulgated by the Town, including its DPW. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter; provided, however, that in the event of a dispute hereto, the parties agree to meet and negotiate in order to resolve such dispute in good faith.

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If reasonable negotiations to resolve such dispute are not successful, the conflict shall be resolved in a court of competent jurisdiction in the Commonwealth of Massachusetts, unless another forum is agreed to by mutual consent of the parties.

SECTION 2.5—REMOVAL OR ABANDONMENT

Subject to Section 3.2(r) below, upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee has renewed its Renewal License for another renewal term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority pursuant to applicable law and Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

SECTION 2.6—TRANSFER OF THE RENEWAL LICENSE

(a) Neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a hearing upon a written application therefor on forms as may be prescribed by the FCC and/or the Cable Division. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Final License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Final License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under this

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Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

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

(f) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application for transfer within one hundred twenty (120) days of receipt of said application for transfer. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

(g) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(h) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer.

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

SECTION 2.7—EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless occurred, the Issuing Authority may revoke and terminate this Renewal License in accordance with the provisions of Section 11.1 below.

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

ARTICLE 3

CABLE SYSTEM DESIGN

SECTION 3.1—SUBSCRIBER NETWORK

(a) The Licensee shall continue to make available to all residents of the Town its minimum eight hundred-sixty Megahertz (860 MHz) Subscriber Network.

(b) The Licensee shall activate and program a minimum of one hundred (110) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including public, educational and governmental Access channels.

(c) The Licensee shall transmit all of its signals to Peabody Subscribers in stereo, provided that such signals are available and furnished to the Licensee in stereo.

(d) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the applicable FCC technical specifications, including Title 47—Telecommunication, § 76.605 Technical standards, which are made a part hereof and incorporated by reference herein. At all times throughout this Renewal License, the Licensee shall meet all applicable FCC technical standards.

SECTION 3.2—INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, at its sole cost and expense, its four (4) single mode fiber-optic Institutional Network ("I-Net") for the exclusive use of the Town, the Issuing Authority and/or its designees.

(b) Said I-Net shall be bridged to the Subscriber Network at the Headend. Said I-Net shall be capable of distributing video, audio and data to all designated non-school and school locations connected to the I-Net. I-Net switching shall be the responsibility of the Licensee.

(c) The Licensee shall maintain and replace in a timely manner all equipment that is part of the I-Net. The Town shall maintain and replace any end-user equipment that it owns and operates.

(d) The four (4) single mode fiber-optic strands shall interconnect each of the locations specified in **Exhibit 2** ("I-Net Locations") to the Licensee's Hub location using a star network topology.

(e) The I-Net shall be capable of providing voice, video and data services between Town and other institutional locations specified in **Exhibit 2**. The Licensee shall provide professional consulting services to the Town in order to facilitate video and data transmission capacity over the I-Net. Designated Users shall be able to transmit to other institutions using a modulator, modem and/or other necessary equipment.

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(f) Four (4) single mode fibers shall be terminated at each location requiring access to the I-Net. Two (2) fibers shall be used for upstream transmission from the I-Net to the Licensee's Hub location in the Town. The other two (2) fibers shall be used for downstream transmissions.

(g) The Town shall identify, and provide to the Licensee, the name and a telephone number for the I-Net Administrator.

(h) The Licensee shall respond to the Town within two (2) hours of notification from the Town of an I-Net service problem.

(i) The Licensee shall provide the Town with contact information, including telephone numbers, for the Town to reach the Licensee's technical staff.

(j) The Town shall have the right hereto to use the I-Net for any non-commercial purposes whatsoever, including, but not limited to voice, video and data, including carrying Internet Service(s) from third parties for Town use on the I-Net for the Town's internal use only, without charges of any kind levied by the Licensee.

(k) The Licensee shall make available to the Town a reasonable amount of professional consultation regarding the development of the I-Net, from its in-house personnel, on an annual basis.

(l) Beyond the I-Net Drops/Outlets specified in **Exhibits 2** herein, upon the Issuing Authority's request, the Licensee shall provide additional I-Net Drops/Outlets for newly constructed or acquired buildings, at cost to the Town.

(m) The I-Net shall be interconnected with the Subscriber Network at the Headend or Hub. All remote I-Net video transmissions shall be sent on an Upstream Channel to the Headend or the Hub, where they shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the switching of all Upstream Channels to the appropriate Subscriber Network Downstream Channels and switching of all Subscriber Network Upstream Channels to the appropriate I-Net Downstream Channels. Said switching shall be performed by the Licensee at no cost to the Town.

(n) Nothing in this Section 3.2, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing the Access Corporation from using one (1) or more I-Net channels.

(o) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net. Scheduled tests shall be performed at least approximately once every six (6) months. Test results shall be submitted to the I-Net Administrator.

(p) The I-Net shall be operated in compliance with applicable FCC Technical Specifications as may be amended from time to time. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the

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Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the

Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed with such seven (7) day period.

(q) There shall be no charges to the Issuing Authority or the Town for I-Net operational, maintenance, repair and/or replacement costs.

(r) The Issuing Authority, the Licensee, and the owner of the I-Net fiber infrastructure described herein have agreed to certain provisions regarding the status of the I-Net, which agreement is attached hereto as **Exhibit 4**.

SECTION 3.3—PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets. Where 750 MHz Converters are utilized, there shall be no charge for such parental control capability.

SECTION 3.4—EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations and any applicable laws and regulations of the Commonwealth of Massachusetts in order that emergency messages are distributed over the Cable System.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

SECTION 4.1—SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee's Cable Service shall continue to be available to all residents of the Town, unless legally or otherwise prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units.

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when the Licensee is engaged in marketing promotions.

(c) Any dwelling unit within one hundred twenty-five feet (125') of existing Cable System plant shall be entitled to a standard aerial installation rate or a standard underground installation rate, as applicable. Any aerial or underground installation greater than 125' shall be provided at the Licensee's actual cost, time and materials charges and any applicable costs related to said additional installation, such as make-ready plus profit.

(d) The Licensee's obligation to extend its Cable Television System to homes in underground areas of the Town in unconstructed Public Ways or Streets in the Town shall be limited to those homes in which the Licensee's cost of construction is no greater than One Thousand Dollars (\$1,000.00) per home, unless prospective Subscribers within said Public Ways or Streets agree to pay additional costs in excess of said amount of \$1,000.00.

SECTION 4.2—LOCATION OF CABLE TELEVISION SYSTEM

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

SECTION 4.3—UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place

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its facilities underground at no cost to the Town, unless the Town makes public funds available to occupiers of the rights-of-way to aid in the cost of said underground project(s).

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4—TREE TRIMMING

In installing, operating and/or maintaining of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade, ornamental and other trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town. The Licensee may not cut, trim and/or prune any trees belonging to the Town without the advance notification of the DPW and approval or authorization, in writing, from the DPW, provided that such a written authorization is a requirement of general applicability and not specific to Licensee or cable television operators. Licensee shall use reasonable efforts to secure the permission of the private property owners prior to reasonable tree trimming.

SECTION 4.5—RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

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SECTION 4.6—TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

SECTION 4.7—DISCONNECTION AND RELOCATION

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

SECTION 4.8—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(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

SECTION 4.9—REMOVAL AND RELOCATION

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

SECTION 4.10—SAFETY STANDARDS

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

SECTION 4.11—PEDESTALS

In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable regulations of the Town; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 below. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s) in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals with pursuant to applicable law.

SECTION 4.12—PRIVATE PROPERTY

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

SECTION 4.13—RIGHT TO INSPECTION OF SYSTEM

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

(b) Any inspections conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon or in the event of an emergency situation, the Town shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any inspection. The Licensee shall be afforded the opportunity to be present during any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

SECTION 4.14—CABLE SYSTEM MAPS

The Licensee shall at the completion of construction of the Cable System and such other time(s) prior thereto as may be requested in writing by the Issuing Authority, file with the Issuing Authority or its designee(s) "as-built" maps of the Cable System and the I-Net in both hard copy and electronic format, including strand information, however, the Licensee shall not be

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required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains. Thereafter, if changes are made to the cable system such that a map(s) is no longer accurate, the Licensee shall file with the Issuing Authority an updated “as-built map(s)”, in both forms, with thirty (30) days of such change(s). All such maps, whether hard copy or electronic format shall be provided to the Town without any charge.

SECTION 4.15—SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

SECTION 4.16—SERVICE OUTAGE NOTIFICATION

Upon written request of the Issuing Authority or the Cable Committee, or their designee, the Licensee shall explain major service outages in the Town to the Cable Advisory Committee. Major service outages are defined in Section 12.4(d) below. Written notice shall be no less than five (5) business days, other than in the case of an emergency.

SECTION 4.17—"DIG SAFE"

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

ARTICLE 5

SERVICES AND PROGRAMMING

SECTION 5.1—BASIC SERVICE

The Licensee shall make available a Basic Service to all Peabody Subscribers pursuant to applicable federal statute or regulation. In the event that due to a change in law or regulation the Licensee is not required to provide a Basic Service tier, the Licensee agrees to keep the PEG Access Channels on its lowest cost tier of service, such that the PEG Access Channels may be viewed by the maximum number of Subscribers within the Town.

SECTION 5.2—PROGRAMMING

(a) In accordance with Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 5**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 5**, attached hereto, but excluding PEG Access Programming, shall be at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Natick programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

SECTION 5.3—LEASED CHANNELS FOR COMMERCIAL USE

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

SECTION 5.4—SCRAMBLING

(a) Pursuant to applicable law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.4(a), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

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

SECTION 5.5—CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

SECTION 5.6—FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS

At the time of RCN-BecoCom, Inc.'s (the predecessor to the Licensee) application for a cable license in the Town, RCN-BecoCom voluntarily offered and proposed on its own initiative and at its own volition to provide free monthly Basic Cable Service (including the expanded basic channels) together with necessary drops and outlets, to the Town's municipal and public school buildings. The Town, by and through its Select Board, accepted that offer/proposal, which was then memorialized in the initial cable license granted to RCN-BecoCom. The Licensee has now continued in good faith to continue to voluntarily offer and provide, free Basic Cable Service (including the expanded basic channels) to the Town's municipal and public school buildings, and the Town, by and through its Select Board, hereby accepts that offer/proposal.

SECTION 5.7—FREE INTERNET SERVICE TO THE TOWN

(a) The Licensee continues to voluntarily offer to provide, and the Town accepts, the Licensee's provision of a single point of presence in the Town for free high-speed Internet Service(s) and free web hosting service. The location of that point of presence shall be at a location specified in writing by the Issuing Authority or its designee(s). Said free high-speed Internet Service(s) shall be for the use of the Town of Natick and the school, public and non-profit building locations specified by the Issuing Authority.

(b) There shall be no charges to the Issuing Authority, its designees and/or the Town for said Internet Services, nor shall the Licensee externalize, pass-through and/or line-item any such costs through to and/or onto Subscriber bills.

(c) In no case shall the cost or value of this voluntary Internet service, described herein, be counted against (i) the Capital Funding for PEG Access Facilities fund pursuant to Section 6.5 below; (ii) the PEG Access/Cable Related Funding pursuant to Section 7.1 below; and/or (iii) the License Fee, the Franchise Fee or any other fees or payments required this Final License and/or by applicable law.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

SECTION 6.1—PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Issuing Authority and/or the Access Corporation shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

SECTION 6.2—PEG ACCESS CORPORATION

The Access Corporation shall provide the following PEG Access services:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Operate and maintain a PEG Access studio in the Town;
- (3) Conduct training programs in the skills necessary to produce quality PEG Access programming;
- (4) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;
- (5) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (6) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary; and
- (7) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and **activities**.

SECTION 6.3—PEG ACCESS CHANNELS

(a) The Licensee shall make available for use by the Issuing Authority and/or the Access Corporation three (3) Licensee-owned standard definition Subscriber Network Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the City, the Issuing Authority and/or the Access Corporation and shall be subject to the control and management of the Issuing Authority and/or the Access Provider.

(b) Within one hundred eighty (180) days of the Effective Date, the Licensee shall also activate and provide three (3) high definition PEG Access Channels, beyond and in addition

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to, the standard definition PEG Access channels referenced in paragraph (a) above, for transmission of high definition signals produced by the Access Corporation. The Licensee shall be able to receive at the Headend from the Access Corporation high definition signals and shall ensure that those high definition signals are retransmitted in the downstream direction to high definition Subscribers on bandwidth so designated to carry high definition programming created by the Access Corporation.

(i) Prior to the activation of the high-definition PEG Access Channels referenced above, the Licensee shall also provide equipment for the interconnection of said channel to the Licensee's Headend. Said equipment shall be provided, owned, installed, maintained and repaired by the Licensee at its sole cost and expense, and located at the Licensee's Headend, and if needed, at the PEG Access studio. There shall be no charge(s) to the Issuing Authority, the Town, the Access Corporation and/or Subscribers for said equipment. In no case shall the value of said equipment be counted against (i) the PEG Access Facilities Fund pursuant to Section 6.4 below; (ii) the PEG Access/Cable Related Funding pursuant to Section 7.2 below; (iii) any License Fee payment required by Section 7.3 below, (iii) any other fees or payments required by this Final License and/or by applicable law

(c) In no case shall the value of said Internet service, described herein, be counted against (i) the PEG Access Facilities Fund pursuant to Section 6.4 below; (ii) the PEG Access/Cable Related Funding pursuant to Section 7.1 below; and/or (iii) the License Fee, the Franchise Fee or any other fees or payments required by this Renewal License and/or by applicable law.

(d) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraphs (a) and (b) above, without the advance, written notice to the Issuing Authority and/or its designee(s).

(e) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the same FCC Technical Standards which apply to the Cable System's commercial channels, provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual proof of performance tests.

(f) The Issuing Authority may waive all or a portion the requirements set out in this Section 6.3 upon sixty (60) days written notice to the Licensee.

(g) While the Licensee retains sole discretion for channel placement, the Licensee shall attempt to minimize the number of PEG Access Channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without the advance, written notice to the Issuing Authority and the Access Corporation.

SECTION 6.4—PEG ACCESS FACILITIES CAPITAL FUNDING

(a) The Licensee shall provide one percent (1.00%) of Gross Annual Revenues, as defined in Section 1.1(22) above, payable on a quarterly basis for PEG capital costs for Public,

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Educational and/or Governmental Access facilities. Said payments shall be made directly to the Issuing Authority or the Access Corporation as designated by the Issuing Authority, on the following quarterly basis: (i) on or before May 15th for the previous three (3) month period of January, February and March; (ii) on or before August 15th of each year of this Final License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Final License for the previous three (3) month period of July, August and September; (iii) on or before February 15th of each year of this Final License for the previous three (3) month period of October, November and December.

(i) The first 1.00% payment of Capital Funding for PEG Access Facilities under this Final License shall be made on or before May 15, 2021 for the previous period from the Effective Date through March 30, 2021

(ii) Subsequent 1.00% payments of Capital Funding under this Final License shall be made on the dates in paragraph (a) above.

(iii) The Licensee shall file with each quarterly payment pursuant to this Section 6.4, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenues as defined in Section 1.1(22), for said payment period. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22).

(iv) In no case shall said 1.00% payment(s) include the Cable Related/PEG Access funding required by Section 7.1 below.

(b) In no case shall the payments of PEG Access Facilities Capital Funding herein be counted against the License Fee, the Franchise Fee or any other fees or payments required this Final License and/or by applicable law.

(c) In the event that the PEG Access Facilities Capital Funding payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date due and be paid to the Issuing Authority and/or the PEG Access Provider at the annual rate of two percent (2%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 6.5(c) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to Section 6.5 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Final License pursuant to Section 622(g)(2)(D) of the Cable Act.

(d) In the event that the Issuing Authority determines going forward that there is a need for additional PEG Access Facilities Capital Funding, the Issuing Authority may, upon one hundred twenty days (120) days written notice to the Licensee, increase the capital funding amount of one percent (1.00%) of Gross Annual Revenues as set out in this Section 6.5 above to two percent (2.0%) of Gross Annual Revenues as defined in Section 1.1(22) above. In such event, the Cable-Related/PEG Access Funding provided in Section 7.1 shall be reduced from five percent (5%) of Gross Annual Revenues to four and one-quarter percent (4.00%) of Gross

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Annual Revenues. The Licensee may still subtract from said four percent (4%) payments only the License Fee payments to the City and State are set out in M.G.L. c. 166A, § 9.

SECTION 6.5—EQUIPMENT OWNERSHIP

The Town and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 6.4 above. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

SECTION 6.6—PEG ACCESS CABLECASTING

(a) In order that the Issuing Authority and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated then transmitted from any location listed in **Exhibit 2** (other than those locations which specifically note “No PEG Access Cablecasting”) to the Cable System Headend or Hub, on an Upstream I-Net Channel made available, without charge, to the Issuing Authority and/or the Access Corporation for their use.

(b) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority and/or the Access Corporation for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Corporation or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide, own, maintain, repair and/or replace any Headend or Hub signal processing equipment at its sole cost and expense, all necessary processing equipment in order to receive PEG Access programming from the City, its designee(s) and/or Access Provider, or and transmit said signal to the designated Downstream Access Channel(s). The demarcation point between Licensee’s equipment and the City’s and/or Access Provider’s equipment shall with respect to the PEG Access Channels at the PEG Access Studio be at the input of the Licensee owned equipment used for video signal transport. The demarcation point at all other PEG Access video origination locations between the Licensee’s equipment and the City’s and/or Access Providers equipment shall be at the output of the City’s or Access Provider’s control output at the PEG Access Origination locations listed in **Exhibit 3**. The Issuing Authority, the Issuing Authority’s designee and/or the Access Provider shall own, maintain, repair and/or replace transmission equipment at said remote PEG Access origination locations. Nothing herein shall require the Licensee to provide end-user equipment.

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SECTION 6.7—CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

**PEG ACCESS/CABLE RELATED FUNDING,
FRANCHISE FEES AND LICENSE FEES**

SECTION 7.1—PEG ACCESS/CABLE-RELATED FUNDING

(a) The Licensee shall continue to make License Fee payments to the Issuing Authority and/or the Access Corporation, as designated by the Issuing Authority, equal to five percent (5%) of the Gross Annual Revenues, as defined in Section 1.1(23) above, payable on a quarterly basis, subject to a reduction to four percent (4%) of the Gross Annual Revenues if the Issuing Authority exercises its option pursuant to Section 6.4(d) above. Subject to paragraph (a)(i) below, said payments shall be made directly to the Issuing Authority and/or the Access Corporation on the following quarterly basis: (i) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; (ii) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December; (iii) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; and (iv) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June.

(i) The first 5% payment under this Renewal License shall be made on or before May 15, 2021 for the previous period from the Effective Date of this Renewal License through March 30, 2021.

(ii) The second 5% payment under this Renewal License shall be made on or before August 15, 2020 for the previous three (3) month period from April 1, 2021 through June 30, 2021.

(iii) Subsequent 5% payments under this Renewal License shall be made on the dates in paragraph (a) above.

(b) The Licensee shall file with each of said quarterly payments a statement certified by an authorized financial representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as defined in Section 1.1(22) above. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) above. If the Licensee's quarterly payments to the Issuing Authority and/or the Access Corporation were less than required five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority and/or the Access Corporation no later than the quarterly payment subsequent to the discovery of such underpayment.

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(c) In no case shall said five percent (5%) payment(s) include the capital funding required by Section 6.4 above. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise required for by applicable law.

(d) In the event that the PEG Access/Cable-Related Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Issuing Authority and/or the Access Corporation pursuant to this Section 7.2(d) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 7.2—LICENSE FEE PAYMENT

(a) Pursuant to M.G.L. 166A Section 9, as may be amended, the Licensee shall pay to the Town, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amount as may be permitted by applicable law(s). The License Fees shall be paid annually to the Town throughout the term of the Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

(b) In the event that the License Fees herein required herein are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at rate of two percent (2%) above the Prime Rate. Any such late payments to the City pursuant to this §7.1 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Sections 7.1 and/or 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Final License pursuant to §622(g)(2)(D) of the Cable Act.

SECTION 7.3—FRANCHISE FEE

Pursuant to Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this Final License and applicable law in excess of five percent (5%) of Gross Annual Revenues as defined in Section 1.1(22) above. Said five percent (5%) shall include only the: (i) PEG Access/cable-related funding pursuant to Section 7.1 above and (ii) any License Fee(s) that may be payable to the City and State only pursuant to Massachusetts General Laws Chapter 166A, Section 9, and Section 7.3 above, provided, however, that said five percent (5%) shall not include the following: (i) Capital Funding for PEG Access Facilities pursuant to Section 6.5 above; (ii) Section 3.2 Institutional Network; (iii) any interest due herein to the City or the Access Provider because of late payments; (iv) the costs related to any liquidated damages pursuant to Section 11.2 below; and (v) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 7.4—OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

(b) The term "License Fee" shall have the meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act.

SECTION 7.5—LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Sections 7.1 and 7.2 above, interest due on such fee(s) shall accrue thirty (30) days from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town and/or the Access Corporation pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town and/or the Access Corporation pursuant to Section 7.1 and/or Section 7.2 above and shall be within the exclusion to the term "Franchise Fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

SECTION 7.6—RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority and shall occur in no event later than three (3) years after each quarterly License Fee is tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have twenty-one (21) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit in an amount not to exceed Ten Thousand Dollars (\$10,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

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SECTION 7.7—AFFILIATES USE OF SYSTEM

The Licensee shall not permit the use or operation of the use operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the City under this Final License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to use by other third parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship. Use of the Cable System by

Affiliates shall be in compliance with applicable federal and/or state law and regulations and shall not detract from the provisions of this Final License.

SECTION 7.8—METHOD OF PAYMENT

All License Fee payments by the Licensee to the Issuing Authority pursuant to this Renewal License shall be made payable to the Town.

SECTION 7.9—GROSS ANNUAL REVENUE COMPONENTS, METHODS

The Licensee shall notify the Issuing Authority of any material change in the methodology used to determine Gross Annual Revenues as defined hereunder and used to calculate the payments made to the Issuing Authority pursuant to Sections 6.4 and 7.1 above. Such changes include, but are not limited to, any change in the revenue components that comprise Gross Annual Revenues, the manner in which revenues are recognized and the method of allocation of any Gross Annual Revenues component to the City. Such notice shall be provided no later than with the filing of the first quarterly (Gross Annual Revenue) statement filed with the Issuing Authority pursuant to Sections 6.5(a)(iii) and 7.1(b) above after such change has been effectuated by the Licensee.

ARTICLE 8

RATES AND CHARGES

SECTION 8.1—RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

SECTION 8.2—NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all Cable Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each Service offered.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 9**.

SECTION 8.3—PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber Cable Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

SECTION 8.4—CREDIT FOR SERVICE INTERRUPTION

The Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours.

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SECTION 8.5—SENIOR CITIZEN DISCOUNT

(a) The Licensee shall provide senior citizens in Natick a discount of Five Dollars (\$5.00) per month off of the Licensee's Basic Service. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head-of-the-household and (2) receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Services benefits. The Licensee reserves the right to adjust this discounted rate proportionately in accordance with any change in the rate for Basic Service.

(b) The Town will make its best efforts to assist the Licensee in the continued implementation of said Senior Citizen discount.

ARTICLE 9

INSURANCE AND BONDS

SECTION 9.1—INSURANCE

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

(1) A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as additional named insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional named insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

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

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

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

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

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

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

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

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

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

(d) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(e) The Town, its Issuing Authority, other officials, and employees shall be named as “additional insureds” on all required liability insurance policies above.

(f) The Licensee shall be responsible for all deductibles under its own insurance policies.

(g) Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee pursuant to this Renewal License.

(h) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, a twenty (20) day notice of cancellation or reduction in the coverage amount(s).

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

SECTION 9.2—PERFORMANCE BOND

The Licensee shall continue to maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 below.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

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SECTION 9.3—REPORTING

Upon renewal of any insurance policies and/or the performance bond required herein and/or upon the written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (a) all insurance policies as required herein and (b) the performance bond as required herein.

SECTION 9.4—INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority of a claim or action pursuant to this Section 9.4.

SECTION 9.5—NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

SECTION 10.1—REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 below.

SECTION 10.2—PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response, and the Institutional Network; and (ii) hear comments, suggestions and/or Complaints from the public.

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

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 below.

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SECTION 10.3—NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

SECTION 10.4—JURISDICTION AND VENUE

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

SECTION 10.5—TOWN’S RIGHT TO INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the City’s right as otherwise allowable under applicable law or regulation, to intervene in any action, proceeding involving this Final License or any provision of this Final License.

ARTICLE 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES- LICENSE REVOCATION

SECTION 11.1—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 to:

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

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

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after the close of said public hearing, the Issuing Authority shall issue

a written determination of its findings. 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 11.2 below;

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

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(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 11.3 below and applicable law;

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

SECTION 11.2—LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 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 11.1(d) above.

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(2) For failure to operate and maintain the Institutional Network in accordance with Section 3.2 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions in accordance with the timelines in Article 6 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues; provided, however, that Section 6.4 above is not subject to assessment of liquidated damages only during such time that interest charges are being levied.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 below, and **Exhibit 9** attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Sections 5.7 and 5.8 herein and/or **Exhibits 6 and 7**, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

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

(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 11.3—REVOCATION OF THE RENEWAL LICENSE

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

SECTION 11.4—TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

SECTION 11.5—NOTICE TO TOWN OF LEGAL ACTION

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

SECTION 11.6—NON-EXCLUSIVITY OF REMEDY

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

SECTION 11.7—NO WAIVER-CUMULATIVE REMEDIES

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

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

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

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 12.1—BILL PAYMENT OFFICE/EQUIPMENT PICK-UP

The Licensee shall have a location reasonably convenient to the Town, but in no case further than five (5) miles from the Natick Town Hall, that will be open during Normal Business Hours and accessible to Subscribers to make bill payments. For Subscriber equipment pick-up, the Licensee shall provide one or more of the following methods: (i) having the Licensee's representative(s) visit the Subscriber's premises to pick-up or exchange Subscriber equipment, (ii) using a mailer, or (iii) establishing a reasonably convenient location for the pick-up and exchange of Subscriber equipment.

SECTION 12.2—TELEPHONE ACCESS

(a) The Licensee's main customer service office(s) shall have a publicly listed local telephone connection for Natick Subscribers.

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

(c) A Subscriber shall receive a busy signal less than three (3%) of the time that the Licensee's customer service call center is open for business, measured on a quarterly basis, under Normal Operating Conditions.

(d) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards herein unless an historical record of Complaints indicates a clear failure to comply with such standards.

SECTION 12.3—INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible within a four (4) hour time block in accordance with 47 C.F.R. §76.309(c)(2)(iii), and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00

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a.m. to 5:00 p.m. weekdays). In the event that the Licensee misses a scheduled service visit, the Licensee shall provide the Subscriber or customer with a priority service call.

(b) A Subscriber Complaint or request for service received after Normal Business Hours shall be responded to the next business morning.

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

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

(e) The Licensee shall respond to all requests for service or repair that are received during the business hours described in Section 12.1. All of such requests shall be handled on the same day, if possible, provided that said service Complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(f) The Licensee shall remove all Subscriber Drop Cables, within thirty (30) days of receiving a request from a Subscriber to do so.

SECTION 12.4—FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 10**.

SECTION 12.5—BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges
- (iii) Form of Bill
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

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- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

SECTION 12.6—COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints/inquiries, as follows:
 - (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority or its designee(s) with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
 - (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.
- (c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

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SECTION 12.7—REMOTE CONTROL DEVICES

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

SECTION 12.8—EMPLOYEE IDENTIFICATION CARDS

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

SECTION 12.9—PROTECTION OF SUBSCRIBER PRIVACY

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

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

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

SECTION 12.10—PRIVACY WRITTEN NOTICE

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

SECTION 12.11—MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

SECTION 12.12—DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

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SECTION 12.13—INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

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

SECTION 12.14—SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

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

SECTION 12.15—PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

SECTION 12.16—WAIVER

The Issuing Authority shall, subject to applicable law and/or regulations, have the right to waive a requirement(s) in this Article 12, if it deems such waiver to be in the best interest of the Town.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1—GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding (1) the Licensee, its business and operations with respect to the Cable System, and/or (2) any Affiliated Person(s), with respect to the computation of Gross Annual Revenues, if applicable, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

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

SECTION 13.2—FINANCIAL REPORTS

(a) Upon the written request of the Issuing Authority after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Commission Forms 200 showing a balance sheet sworn to by the Licensee's authorized Financial Officer.

(b) Any other reports required by State and/or federal law to be filed with the Issuing Authority.

SECTION 13.3—CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed; and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

SECTION 13.4—IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request, a semi-annual report of telephone traffic generated from an in-house automated call accounting or call tracking system. The Issuing Authority may make a request for a semi-annual report covering any six (6) month

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period of time during the term of this Renewal License, at any time during the term of this Renewal License.

SECTION 13.5—SUBSCRIBER COMPLAINT REPORT

The Licensee shall submit a completed copy of Cable Division Form 500, or any successor form thereto, to the Issuing Authority, or its designee, as required by the regulations or requirements of the DTC. A copy of the current Form 500 is attached hereto as Exhibit 5.

SECTION 13.6—ANNUAL PERFORMANCE TESTS

Unless required otherwise by applicable State or federal law and/or regulation, the Licensee shall conduct, on a twice-yearly basis, performance tests to ensure compliance with the technical specifications referenced in Section 3.1 above and in **Exhibit 1** attached hereto.

SECTION 13.7—QUALITY OF SERVICE

Where evidence exists 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 written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such written notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 13.8—DUAL FILINGS

To the extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

SECTION 13.9—ADDITIONAL INFORMATION

At any time during the term of this Renewal License, upon the reasonable written request of the Issuing Authority, the Licensee shall provide additional information which may be required to establish the Licensee's compliance with its obligations pursuant to this Renewal License, subject to Section 13.1 Subscriber Network, above. The Licensee shall not unreasonably deny any such requests for further information by the Issuing Authority.

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SECTION 13.10—INVESTIGATION

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

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ARTICLE 14

EMPLOYMENT

SECTION 14.1—EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

SECTION 14.2—NON-DISCRIMINATION

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

SECTION 15.1—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 an instrument in writing executed by the parties.

SECTION 15.2—CAPTIONS

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

SECTION 15.3—SEVERABILITY

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

SECTION 15.4—ACTS OR OMISSIONS OF AFFILIATES

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

SECTION 15.5—RENEWAL LICENSE EXHIBITS

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

SECTION 15.6—WARRANTIES

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

Town of Natick Renewal License Granted to RCN Telecom Services of Massachusetts, LLC
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(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

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

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of this Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Execution Date of this Renewal License.

SECTION 15.7—FORCE MAJEURE

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

SECTION 15.8—APPLICABILITY OF RENEWAL LICENSE

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

SECTION 15.9—NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Select Board, Town of Natick, Natick Town Hall, 13 East Central Street, Natick, Massachusetts 01760, with one (1) copy to the Town Counsel at the same address, or such other address as the Issuing Authority may specify in writing to the

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Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President and General Manager, RCN Telecom Services of Massachusetts, LLC, 105 West First Street, Boston, MA 02127, with one (1) copy to such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(c) All required notices shall be in writing.

SECTION 15.10—NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

SECTION 15.11—TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself the right to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License. The Licensee reserves the right to contest such intervention.

SECTION 15.12—TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the ten (10) year term of the Renewal License, except as expressly provided for otherwise herein.

SIGNATURE PAGE FOLLOWS

Town of Natick Renewal License Granted to RCN Telecom Services of Massachusetts, LLC
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SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Select Board of the Town of Natick, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by RCN Telecom Services of Massachusetts, LLC, this 10th day of February 2021.

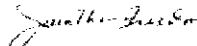
**RCN TELECOM SERVICES OF
MASSACHUSETTS, LLC**

Signature

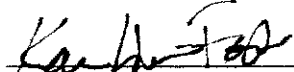


Jeffrey Carlson,
Senior Vice President and
General Manager

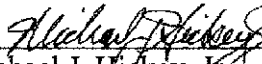
**TOWN OF NATICK
BY ITS SELECT BOARD
AS ISSUING AUTHORITY**



Jonathan Freedman, Chair



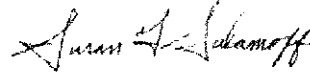
Karen Adelman-Foster



Michael J. Hickey, Jr.

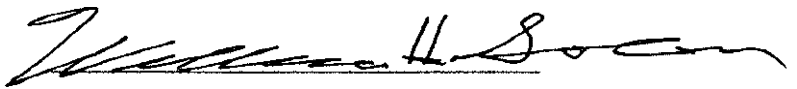


Richard P. Jennett



Susan G. Salamoff

Approved as to legal form:



William H. Solomon
Special Cable Counsel

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EXHIBITS

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EXHIBIT 1

INSTITUTIONAL NETWORK LOCATIONS

- | | | |
|------|-----------------------------|--------------------------------------|
| (1) | Natick Town Hall: | 13 East Central Street |
| (2) | Natick Senior Center: | 117 East Central Street |
| (3) | Morse Institute Library: | 14 East Central Street |
| (4) | Bacon Free Library: | 58 Eliot Street |
| (5) | Main Fire Station: | 22 East Central Street |
| (6) | Fire Station: | 48 Eliot Street |
| (7) | Fire Station: | 268 Speen Street |
| (8) | Fire Station: | 2 Rhode Island Avenue |
| (9) | Police Station: | 20 East Central Street |
| (10) | Public Works Department: | 75 West Street |
| (11) | Cole Community Center: | 179 Boden Lane |
| (12) | Natick High School: | 15 West Street |
| (13) | Kennedy Middle School: | Phillip Lucier Drive 165 Mill Street |
| (14) | Wilson Middle School: | 24 Rutledge Road |
| (15) | Bennett-Hemenway School: | East Evergreen Road |
| (16) | Brown Elementary School, | 1 Jean Burke Drive |
| (17) | Johnson Elementary School: | 99 South Main Street |
| (18) | Lilja Elementary School: | 42 Bacon Street |
| (19) | Memorial Elementary School: | 107 Eliot Street |
| (20) | East Natick School: | 90 Oak Street |
| (21) | PEG Access Studio: | 2 Summer Street * |

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(22) Springvale Water

Treatment Plant:

1080 Worcester Street

* or such other address, without charge, as designated by the Issuing Authority

EXHIBIT 2

PROGRAMMING (BROAD CATEGORIES)

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT 3

PEG ACCESS ORIGINATION LOCATIONS

- (1) Town Hall, 13 East Central Street;
- (2) Natick High School, 15 West Street; and
- (3) PEG Access Studio, 2 Summer St., Suite 350

EXHIBIT 4

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this Section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this Section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this Section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this Section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

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(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

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

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

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(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this Section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases,

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“normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term “service interruption” means the loss of picture or sound on one or more cable channels.

EXHIBIT 5

BILLING AND TERMINATION OF SERVICE

(207 CMR 10.00)

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

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- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.

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- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

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- (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
- (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

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- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.