

CABLE TELEVISION

FINAL LICENSE

GRANTED TO

RCN-BECOCOM, L.L.C.

MAYOR DAVID B. COHEN

CITY OF NEWTON,

MASSACHUSETTS

SEPTEMBER 21, 2001

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A G R E E M E N T

This Cable Television Final License entered into as of September 21, 2001, by and between RCN-BecoCom, L.L.C. and the Mayor of the City of Newton, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A.

W I T N E S S E T H

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

WHEREAS, RCN-BecoCom, L.L.C. submitted an initial proposal and Massachusetts Cable Division Form 100 to the City of Newton, dated February 16, 1999, for a license to construct, operate and maintain a Cable Television System in the City of Newton; and

WHEREAS, pursuant to 207 CMR 3.03, the Issuing Authority of the City of Newton released an Issuing Authority Report on May 17, 1999; and

WHEREAS, RCN-BecoCom, L.L.C. submitted an amended proposal and Massachusetts Cable Television Division Form 100 to the City, dated June 18, 1999, for a license to construct, operate and maintain a Cable Television System in the City of Newton; and

WHEREAS, pursuant to 207 CMR 3.03(4), the Issuing Authority conducted a public hearing on June 8, 2000 to assess the qualifications of RCN-BecoCom, L.L.C.; and

WHEREAS, the Issuing Authority and RCN-BecoCom, L.L.C. did engage in good faith negotiations to further clarify said proposals and did agree on proposals to construct, operate and maintain a Cable Television System in the City of Newton; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, Cable Television System design and other proposals of RCN-BecoCom, L.L.C.; and

WHEREAS, the Issuing Authority granted a Provisional License to RCN-BecoCom, L.L.C. on June 22, 2001; and

WHEREAS, RCN-BecoCom, L.L.C. submitted the required Final License documentation to the Issuing Authority, as required; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of Newton to grant a non-exclusive Final License to RCN-BecoCom, L.L.C.

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

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Final 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 Newton resident business and/or non-profit and/or any Persons affiliated with a Newton 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, City departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: An entity, as may be designated by the Issuing Authority of the City of Newton from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment, services and channels on the Cable Television System, or any other or successor entity.

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

(5) Authorized User: Any Person who is a member or is in good standing with the Access Corporation.

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

(7) Bulk Accounts: Any account(s) wherein a property owner or landlord is billed directly by the Licensee, on a per-unit basis, for non-Premium Cable Service(s) provided to Subscribers in a multiple-dwelling-unit ("MDU"), but not including any Pay Programming and/or Pay-Per-View Programming, which Service(s) are billed directly to Subscribers in such MDU.

(8) CMR: The Code of Massachusetts Regulations.

(9) 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, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

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

(11) Cable Modem: A device connecting Subscribers to interactive services over the Cable System.

(12) Cable Modem Service: A two-way communication service that provides Internet Access Service and other Internet-related services to individual subscribers.

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

(14) 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 City.

(15) City: The City of Newton, Massachusetts.

(16) City Solicitor: The City Solicitor of the City of Newton, Massachusetts.

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

(18) Complaint: Any oral, written or other communication from a Subscriber or the Issuing Authority [on behalf of a Subscriber], including, but not limited to e-mail; the primary purpose of which is to express dissatisfaction with the service(s), policies, rates and/or procedures of the Licensee.

(19) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(20) Customer Subscriber Representative ("CSR"): Any Person employed by the Licensee who has direct contact with the public for the purpose of assisting Subscribers or potential Subscriber.

(21) Department of Public Works ("DPW"): The Department of Public Works of the City of Newton, Massachusetts.

(22) Drop or Cable Drop: The coaxial cable that connects an Outlet to the feeder line of the Cable System.

(23) Educational Access Channel: A specific Access Channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or his or her designee(s) and/or to other entities designated by the Issuing Authority for the purpose of providing educational Access Programming and services.

(24) Effective Date of the Final License (the "Effective Date"): September 21, 2001.

(25) Execution Date of Final License (the "Execution Date"): September 21, 2001.

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

(27) Feeder Line: A branch off one of the City-wide distribution cable trunks, connecting to a Node which feeds a small area or neighborhood.

(28) Final License: The non-exclusive Cable Television Final License to be granted to the Licensee.

(29) Government Access Channel: A specific Access Channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or his or her designees and/or to other entities designated by the Issuing Authority for the purpose of providing governmental Access Programming and/or services.

(30) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; revenues received from all Cable Modem Services, unless a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a final ruling that such Cable Modem Service is not legally deemed to constitute a Cable Service, and provided, further, that any other Cable Television licensee(s) operating in the City that are actually offering Cable Modem Services to Newton Subscribers also include any such revenues as part of such other Cable Television licensee's Gross Annual Revenues payments to the City; all Commercial Subscriber revenues; all other fees and/or revenues permitted by applicable law and not otherwise excluded herein; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; any other Cable Service revenues as allowed by applicable law; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be

paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(31) 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.

(32) 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 or transportation super trunk.

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

(34) Internet Access: A two-way communication service that provides communication connectivity with the Internet.

(35) Issuing Authority: The Mayor of the City of Newton, Massachusetts.

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

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

(38) Licensee: RCN-BecoCom, L.L.C., or any successor or transferee in accordance with the terms and conditions in the Final License.

(39) Municipal Fiber Information System ("MFIS"): The multi-strand fiber-optic network for the exclusive use of the Issuing Authority, his and/or her designee(s) and/or other City Users, as more particularly described in Exhibit Nos. 2 and 3, and which meets the requirements of Article 4 infra.

(40) MFIS Contact Persons: The Persons designated by the Licensee and Issuing Authority, respectively, to respond to inquiries and/or problems regarding the operation of the MFIS.

(41) 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.

(42) Normal Operating Conditions: Those service conditions that are within the control of the Licensee. Those conditions which are not within the control of the Licensee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of

the Licensee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(43) NTSC: The United States television broadcast standard developed by the National Television Standards Committee and amended by its successors.

(44) Origination Site: A remote location in the City with an activated return connection, allowing a User(s) to transmit a Signal(s) to a designated location.

(45) Outlet: An interior or exterior receptacle, generally mounted on a wall, that receives the Licensee's residential video Programming or allows for distribution of signals within and among City and School or City-designated buildings and to Subscribers.

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

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

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

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

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

(51) Power Node or Node: A remote terminal device used to provide integrated network powering solutions for broadband, hybrid fiber-coax and/or switched digital video architecture(s).

(52) Prime Rate: The prime rate of interest, at FleetBoston, or its successor.

(53) Public Access Channel: A specific Access Channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or his or her designee(s) and/or to other entities designated by the Issuing Authority for the purpose of providing public Access Programming and/or services.

(54) 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 City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City 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 City greater than those already possessed by the City.

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

(56) Service: Any Basic Service, any Pay Cable Service, and/or any other Cable Service including Cable Modem Service as permitted by applicable law, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(57) Service Interruption: The loss of picture or sound on one or more cable channels and/or the loss of Cable Modem Service.

(58) Signal: Any transmission of electromagnetic or optical energy, which carries video, voice, and/or data from one location to another.

(59) State: The Commonwealth of Massachusetts.

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

(61) Subscriber Network: The 860 MHz, bi-directional network, with a minimum of one hundred ten (110) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(62) System Completion: That point when the Licensee has provided written documentation to the Issuing Authority that its 860 MHz Cable System has been made available to one hundred percent (100%) of the residential households in the City.

(63) Termination: An end device for a fiber-optic cable which shall be labeled and terminate the cable in an industry-standard manner.

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

(65) 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.

(66) VCR: The acronym for video cassette recorder.

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

(68) Video Fiber Link: A fiber link between two points, together with necessary amplifiers, modulators, demodulators, Signal combiners, optical transmitters and optical receivers, with standard interfaces and of broadcast quality having baseband video and balanced stereo inputs at the transmitting end and baseband video and balanced stereo outputs at the receiving end, allowing a User to transmit one or more broadcast quality video Signals from one location in the City to another.

ARTICLE 2

GRANT OF FINAL LICENSE

Section 2.1---GRANT OF FINAL 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 Mayor of the City of Newton, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive Cable Television Final License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the City of Newton.

(b) This Final License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all City, State and federal statutes and ordinances of general application.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, 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 City of Newton within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City 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 City of Newton. In exercising rights pursuant to this Final License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

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

Section 2.2---TERM OF FINAL LICENSE

The term of this Final License shall commence on September 21, 2001 and expire on October 22, 2007, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF FINAL LICENSE

The Final License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the

construction, upgrade, installation, operation or maintenance of a Cable Television System within the City of Newton; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

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

By executing the Final License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the health, safety and welfare of the public. The Licensee shall comply with all applicable State and City laws, ordinances, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the City. Any conflict between the terms of the Final License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in favor of the latter.

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

Upon termination of the Final License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.7, infra, and only at the written direction of the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution systems, and all other appurtenances from the Public Ways, Streets and shall restore all areas to their original condition. In the alternative, in the event that the Issuing Authority elects to keep fiber that comprises the MFIS, or other fiber that the Licensee has provided for City use, if any, then the Licensee shall remove the remainder of its equipment, including, but not limited to, power supplies, line amplifiers, boxes, -Nodes and all other appurtenances from the Public Ways in the City. If such removal is not complete within six (6) months after such termination or such written direction, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate. Any costs incurred by the City, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the City by the Licensee within sixty (60) days of the date the City so requests.

Section 2.6---**RIGHT TO PURCHASE**

(a) In the event of revocation, termination, abandonment, transfer without approval and/or non-renewal of this Final License, the City shall have the right to purchase the Cable Television System at its fair market value, but with no value allocated to the Final License itself. If the Issuing Authority and the Licensee cannot agree on fair market value, each shall designate an appraiser, and the two (2) appraisers shall designate a third appraiser. The three (3) appraisers shall make a single determination of fair market value, less the value of the Final License, which shall be binding on the parties. Fair market value shall not include any right, privilege, or expectancy arising out of the right to transact business under the Final License and granted by the Final License.

(b) If the City elects to purchase the Cable Television System upon the occurrence of any of the events set forth in paragraph (a) above, the Licensee shall promptly execute all appropriate documents to transfer title to the City, and shall assign all other contracts, leases, licenses, permits and any other rights necessary to maintain continuity of Service to the public. The Licensee shall cooperate with the Issuing Authority or such agency or Person authorized or directed by the Issuing Authority to operate the Cable Television System for a reasonable temporary period, in maintaining continuity of Service. Nothing herein is intended as a waiver of any rights the Issuing Authority may have in this regard.

(c) During such temporary period of continued operation subsequent to revocation or non-renewal under this Section 2.6, the Licensee shall not sell, assign, transfer or lease to any other Person, any portion of the Cable Television System used by it in its operations including parts of the Cable Television System rented, leased, or lease-purchased from others by the Licensee, without the prior consent of the Issuing Authority.

Section 2.7---**TRANSFER OF THE FINAL LICENSE**

(a) Neither the Final 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, Licensee and/or other entity holding such Final License to any other Person, Licensee 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 public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and/or the FCC. 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 the Final License, the Issuing Authority may consider such factors as the transferee's financial qualifications, management and technical expertise, character qualifications, experience in the cable industry, performance in other communities and any other criteria allowable under law.

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

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.7.

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

(f) The Licensee shall pay to the Issuing Authority all costs incurred by the Issuing Authority in connection with any transfer of the Final License.

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

Section 2.8---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.7 above shall be null and void, and shall be deemed a material breach of the Final License.

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

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

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) As of the Execution Date of the Final License and for the term of the Final License, the Licensee shall operate and maintain, at its sole cost and expense, and make available to all residents of the City, an eight hundred sixty Megahertz (860 MHz) Subscriber Network, fully capable and activated to carry a minimum of one hundred ten (110) NTSC video analog Channels. The Subscriber Network shall conform, at a minimum, to the "Technical Description of Subscriber Network for the City of Newton", attached hereto as ***Exhibit 1*** and made a part hereof.

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

(c) As of the Execution Date of the Final License, the Licensee shall install, and maintain throughout the term of the Final License, standby power at its (i) Headend, (ii) Hub facilities, and (iii) throughout its Trunk and Distribution System. Such standby power shall provide continuous capability to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

(d) The Licensee shall transmit all of its audio Signals to Newton Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

(e) The Licensee shall transmit all of its video Signals to Newton Subscribers with closed captions, provided that such closed captioned Signals are available and furnished to the Licensee with closed captions.

(f) The Subscriber Network shall have the capacity to carry digital Signals, provided that the Licensee shall continue to offer the one hundred ten (110) NTSC video analog Channels, as referenced in paragraph (a) of this Section and ***Exhibit 1***.

(g) Until System Completion, as defined below, the Licensee shall provide monthly reports to the Issuing Authority or his or her designee(s), reporting on the Licensee's efforts to complete the Cable System and ensure that it is available to all residents of the City, as required herein.

(h) The terms of this Section 3.1 shall be considered satisfactorily met ("System Completion") only upon the full activation, programming of and availability to all residents in the City of the 860 MHz Cable System, as required herein.

(i) The Licensee shall install, operate and maintain a Hub facility in the City for the entire term of the Final License.

Section 3.2--**PARENTAL CONTROL CAPABILITY**

The Licensee shall inform subscribers via written notice of the capability to control the reception of any channels being received on their television sets and shall provide such capability upon request. Licensee may also cablecast such notice concerning parental control capability, but such cablecast shall be in addition to and not in lieu of the written notice required herein. Where Converters are utilized to control reception of channels, there shall be no charge for such parental control capability. The Licensee shall advise potential Subscribers of the availability of such parental control capability in all sales promotions and two times yearly on the subscribers' bills.

Section 3.3--**EMERGENCY ALERT OVERRIDE CAPACITY**

(a) The Subscriber Network, described in Section 3.1 herein, shall have an activated Emergency Alert System ("EAS") that will override all of the audio and video Signal(s) carried on the Newton Subscriber Network. The EAS shall switch-off Cable Television Signals at the local Hub Site and automatically insert a remotely selected video message from a pre-stored set and live or a remotely selected pre-stored audio message that will alert and instruct Subscribers to follow specific emergency-related instructions. The EAS shall consist of equipment that, at a minimum, meets FCC standards and any applicable requirements of the Final License. The EAS shall be controlled remotely by the Issuing Authority, but also respond as required by any State or Federal requirements, and shall be provided and maintained by the Licensee at its sole cost and expense.

(b) The EAS shall have security measures adequate to prevent unauthorized activation and be accessible by designated City officials, by means agreed upon by the Licensee and the Issuing Authority.

(c) The Licensee shall provide the City with all manuals and documentation necessary for the City-designated personnel to fulfill their responsibilities in controlling the EAS, to include the remote creation and revision of the pre-stored video and audio messages. The Licensee shall provide hands-on training of those designated personnel in the use of the EAS as soon as mutually convenient following the installation of the EAS, but in any event no later than three (3) months after the execution of the Final License.

Section 3.4--**SYSTEM TECHNICAL SPECIFICATIONS**

The design of the Subscriber Network and Video Fiber Link(s) shall conform to the technical specifications contained in *Exhibit 4* attached hereto and made a part hereof. At all times throughout the Final License, the Licensee shall meet all applicable FCC technical standards now in effect or as may be amended from time to time.

Section 3.5---CABLE MODEM SERVICE

(a) If the Licensee chooses to provide Cable Modem Service, then the Licensee shall implement monitoring of Cable Modem Service to determine actual load and shall provide sufficient capacity to provide good performance:

- (1) in the link between the Subscriber and the Licensee's Hub; and
- (2) in the link between the Licensee's Hub and its Internet backbone connections; and
- (3) in the connections to its backbone providers.

(b) The Licensee shall implement technical provisions such as loop and echo tests to permit a Subscriber or third party to diagnose and isolate Internet connection problems. Use of these tests shall be documented in materials available to Subscribers.

ARTICLE 4

MUNICIPAL FIBER INFORMATION SYSTEM

Section 4.1---MFIS OPERATION AND USE

(a) As of the Execution Date of the Final License, the Licensee shall continue to operate and maintain, at its sole cost and expense, a two-strand, single mode fiber-optic Municipal Fiber Information System ("MFIS"), as more fully described in *Exhibits 2 and 3* for the exclusive use of the Issuing Authority, his or her designees and/or other City Users. The Licensee shall also install, operate and maintain an additional two-strand, single-mode fiber, as part of the MFIS, and connected to those seventeen (17) buildings designated in *Exhibit 3A*, attached hereto. Such fiber connections shall be completed within one hundred and twenty (120) days of designation by the Issuing Authority. The City shall have the right to use the MFIS for any non-commercial purposes whatsoever, including, but not limited to, carrying Internet Service(s) from third parties for City use on the MFIS for the City's internal use only, without charges of any kind levied by the Licensee.

(b) The seventeen (17) additional connections as described above are exclusive of the Video Fiber Links described in Section 7.4 and Exhibit 9.

(c) Availability: The Licensee shall ensure that each fiber link of the MFIS is available for use twenty-four hours a day, seven days a week.

Section 4.2---NO COST TO CITY

(a) There shall be no charges to the Issuing Authority, the City and/or Subscribers for MFIS operation, maintenance, repair, replacement, and/or termination and/or installation costs. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item or otherwise pass-through any MFIS costs, incurred pursuant to the Final License, to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, strictly in compliance with such applicable laws and/or regulations and only after notice to the Issuing Authority.

(b) If applicable and if the Licensee decides to line item or pass through MFIS costs, then the Licensee shall provide a written explanation of any such externalized or passed-through MFIS costs, in sufficient detail to enable the Issuing Authority to understand how such new costs have been externalized or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, no later than thirty (30) days prior to any such externalization and/or pass-through.

Section 4.3---**DESCRIPTION AND ACTIVATION OF THE MFIS**

(a) The MFIS shall comply in all respects with the “Municipal Fiber Information System Description” attached hereto and incorporated herein as ***Exhibit 2***.

(b) Fiber Terminations: Construction, installation and activation of each free-of-charge Termination to each of the MFIS buildings shall be completed within sixty (60) days of designation by the City, for aerial Terminations and within one hundred twenty (120) days of designation by the City, for underground Terminations weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall coordinate with the Issuing Authority and discuss the location of each connection with the appropriate officials in each of the MFIS Buildings designated to receive a Termination prior to the installation of such a Termination. The City shall designate such officials in writing to the Licensee.

(c) The Issuing Authority may designate certain fibers of the MFIS to be used as Video Fiber Links. The initial such designation is as specified in ***Exhibit 9***.

Section 4.4---**DOCUMENTATION**

(a) Within 30 days of the execution of the Final License, Licensee shall provide to the City, documentation of the MFIS in a computer-readable format acceptable to the City’s Information Technology Department as required by Section 5.11 and the following information with respect to each strand of the MFIS:

(1) the label used to identify the strand at its Termination at the Licensee's Walnut Street Hub Site.

(2) the label used to identify the strand at its Termination in the City building.

(3) the condition or status of the strand (in use, dark, or unusable) and, if in use, the purpose to which the strand is allocated.

(4) if the strand is patched or connected to another strand or piece of Licensee equipment at the Licensee hub, then specify the identity of the other strand or piece of equipment.

(b) Documentation updates. Licensee shall provide the City with updated documentation as required in Section 4.4 (a) whenever the information changes. In addition, once each year Licensee will perform a physical inventory of the patch connections at the Licensee’s Hub and provide an updated version of the documentation reflecting the current physical inventory.

Section 4.5---**MFIS MAINTENANCE, DEMARCATION POINT**

(a) The MFIS shall be maintained and operated in compliance with ***Exhibit 2*** and all other MFIS-related provisions of this License as may be amended from time to time. The Licensee

shall have the sole responsibility for maintaining the MFIS for the term of the Final License, except for equipment not directly under its control and/or ownership. (See Section 4.7 (c) *infra*.)

(b) The MFIS shall be maintained at all times using current best practices for fiber optic systems.

(c) The demarcation point for individual fiber links of the MFIS shall be the Termination of the fiber patch panel in a City building. The patch panel in the Licensee's Hub shall not be considered a demarcation point.

(d) Technical Problems: In the event that there are technical problems with the MFIS, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the City 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. In the event that a problem persists, the Issuing Authority shall have the right to request a performance test in accordance with Section 4.8 below.

Section 4.6---MFIS CONTACT PERSONS, SCHEDULED MAINTENANCE

(a) City: No later than 10 business days after the execution of the Final License, the City shall identify, and provide to the Licensee, the name and a telephone number of the City's MFIS Contact Person. All requests for MFIS maintenance shall be coordinated with the City's MFIS Contact Person.

(b) Licensee: No later than 10 business days after the execution of the Final License, the Licensee shall designate an MFIS Contact Person who shall be responsible for responding to all requests for assistance made by the City's MFIS Contact Person or the Issuing Authority. The Licensee shall provide the name and contact telephone number of such Person and keep such information current at all times. The Licensee shall maintain an MFIS Contact Person for the entire term of the Final License.

(c) The Licensee shall provide a minimum of one (1) week's prior notice to the City's MFIS Contact person prior to performing scheduled MFIS maintenance and scheduled Subscriber Network maintenance activities that may impact the MFIS. For all Cable System maintenance activities likely to impact MFIS service, scheduled or otherwise, the Licensee shall notify the MFIS Contact Person prior to the commencement of any such work.

Section 4.7---OUTAGES/SERVICE DEGRADATION

(a) The Licensee's response to all MFIS outages or significant service degradation shall meet the same standards as its response to Subscriber Network outages, but in any case within two (2) hours of notification or when the Licensee knew of the outage or should have known of the outage, whichever is earlier.

(b) MFIS Equipment: The Licensee shall maintain and replace in a timely manner all equipment that is on the Licensee's side of the MFIS Demarcation Point without any charge(s) to the Issuing Authority, the City and/or Subscribers. The City shall maintain and replace any end-user equipment that it owns and operates.

Section 4.8---PERFORMANCE TESTS

The Issuing Authority shall have the right to reasonably request a performance test of the MFIS, should such technical problems as referenced in Section 4.5(d) above 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.

ARTICLE 5

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 5.1---AREA TO BE SERVED

(a) The area to be served is the entire City of Newton.

(b) As of the Execution Date of the Final License, the Licensee's Cable Service shall be available to all residences and non-commercial buildings in the City, unless legally 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. The Licensee shall make its best efforts to obtain rights-of-way and Multiple Dwelling Unit ("MDU") access agreements in the City in order to make cable service(s) available to all residents.

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

Section 5.2---LOCATION OF THE CABLE TELEVISION SYSTEM

(a) The Licensee shall install, operate and maintain the Cable Television System within the City of Newton. All wires, cables, and other transmission lines, equipment, structures, and poles, towers and other obstructions shall be installed and located so as not to interfere with vehicular or pedestrian traffic over Public Ways and places and to minimize interference with the rights and convenience of property owners. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

(b) All installation of electronic equipment shall be of a permanent nature, using durable components, except where maintenance or emergency repairs require the installation of temporary equipment. Temporary equipment shall be replaced as soon as possible. If replacement cannot occur within 60 days, the Licensee must provide notification to the City.

(c) The Licensee shall place facilities, equipment, and fixtures where they will minimize effects on any gas, electric, telephone, water, sewer, or other utility facilities, and shall not obstruct or hinder in any manner the various utilities service the residents of the City or their use of any Public Rights-of-Way.

(d) The Licensee shall locate its Hub facility within the City.

Section 5.3---UNDERGROUND FACILITIES

(a) In the areas of the City in which telecommunication lines and electric utility lines are currently, 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 companies at their sole cost and expense or are required to be placed underground by the City at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City ordinances, rules, regulations and/or standards currently in effect or enacted subsequent to the granting of the Final License. It is the policy of the City that existing poles for electric and telecommunication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles, so as to minimize the visual impact of additional Cable System plant on the Public Ways.

Section 5.4---**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 total reasonable expense of such work, including reasonable administrative costs, shall be paid by the Licensee upon demand by the Issuing Authority.

Section 5.5---**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 City. The expense of such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 5.6---**DISCONNECTION AND RELOCATION**

(a) 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 City department acting in a governmental capacity.

(b) If any removal, relaying, or relocation of the Licensee's system or any part thereof is required to accommodate the construction, operation or repair of the facilities of another Person that is authorized to use the Public Way, the Licensee shall, after thirty (30) days' advance written notice, take action to effect the necessary changes requested by such Person and/or the City.

Should the Licensee fail to make necessary changes, the City may effect such removal and the Licensee shall be responsible for reimbursing the City for all costs incurred in connection with such removal.

(c) The Licensee shall place facilities, equipment, and fixtures in accordance with such City ordinances, rules and regulations as are now in effect or as may subsequently be adopted by the City governing installations in the Public Way.

Section 5.7---**SAFETY STANDARDS**

(a) The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, Bell Telephone Systems Code of Pole Line Construction when applicable, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter.

(b) Operating and maintenance personnel shall be trained in the safe operation of equipment and vehicles and all equipment and appliances shall be operated in such a way as to prevent injury to persons or property. All areas of the Cable System shall be routinely inspected and maintained to prevent the development of conditions that could pose safety hazards.

(c) All structures, lines, equipment, connections in, over, under, and upon Public Ways shall at all times be kept and maintained in a safe condition and in good order and repair.

(d) The Licensee's safety standards, procedures and compliance with all applicable codes is attached hereto as ***Exhibit 14***.

(e) The Licensee shall comply with all City of Newton traffic and safety regulations and procedures and agrees to work cooperatively with appropriate City departments, agencies and/or staff to insure such compliance.

Section 5.8---PEDESTALS, VAULTS, CONTROL BOXES

In any cases in which pedestals housing active and passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable City regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City-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 City in accordance with Section 5.12 infra. If required by applicable regulations and/or local by-laws, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the City.

Section 5.9---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 City. The Licensee shall promptly repair or replace all private property, to its previous condition, 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. All required repairs shall be made by the Licensee within seven (7) days of the date completion of such construction, upgrade, installation or maintenance.

Section 5.10---RIGHT TO INSPECTION OF SYSTEM

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

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

Section 5.11---**VISUAL IMPACT OF CABLE SYSTEM PLANT**

(a) The Licensee shall minimize the negative visual impact of its Cable System plant in, on and around Public Ways and shall work with the Issuing Authority to accomplish such goals. The Licensee shall comply with all applicable statutes, regulations and ordinances in connection with such visual impact matters.

(b) The Licensee shall not replace and/or change Cable System plant without the advance approval of the Issuing Authority or his or her designee(s).

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

(a) The Licensee shall file with the Issuing Authority or its designee "as-built" maps of the Cable System plant, including the MFIS. If changes are made in the Cable System, the Licensee shall file updated as-built maps with the City within thirty (30) days following said changes.

(b) No less than thirty (30) days after the execution of the Final License, the Licensee shall supply the City with a full set of Computer-Aided-Design/Computer-Aided-Mapping ("CAD-CAM") maps of the Cable System and MFIS, for the City's use, without charge(s) to the Issuing Authority and/or any City department. The Licensee shall update and maintain said mapping on an annual basis throughout the term of the Final License. Said CAD-CAM maps shall separately show, among other things all of the Licensee's Cable System plant in the City. Said maps shall be in machine-readable form in a format that is approved by the City. All such maps shall be considered proprietary and shall not be made available to the public, but, rather shall be used only for purposes of administering the Final License, including operation of the MFIS and auditing of the Licensee's plant for tax and License Fee purposes.

Section 5.13---**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 forty-eight (48) hours notice to all affected Subscribers. The Licensee shall provide such other notices regarding service interruption in order to comply with the Americans with Disabilities Act ("ADA").

Section 5.14---**COMMERCIAL ESTABLISHMENTS**

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the City provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee.

Section 5.15---**SERVICE OUTAGE NOTIFICATION**

The Licensee shall provide a written explanation of any service outages in the City to the Issuing Authority and/or his or her designee(s) upon request.

Section 5.16---**DIG SAFE**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

Section 5.17---**RECONSTRUCTION, UPGRADE, INTERCONNECTION**

(a) Before commencing any reconstruction, upgrade, or interconnection of the Cable System, the Licensee shall file with the City's Commissioner of Public Works a written System Design Plan for the proposed construction, reconstruction, upgrade, or interconnection which shall include the following information:

- (1) A description of the project and design of the system including Trunk and Distribution system, fiber and equipment;
- (2) Nature of any additional uses of the public right of way;
- (3) Engineering plans showing the capacities and capabilities of the Cable System with sufficient specificity that, upon completion of the proposed project, the City may verify that the Cable System meets those capacities and capabilities;
- (4) A plan for notifying subscribers of changes resulting from the proposed reconstruction, upgrade or interconnection. Notification to subscribers shall include periodic updates during each phase of the reconstruction, upgrade or interconnection. The Licensee shall inform the public and its subscribers about the progress of the work, areas where construction crews will be working and any expected temporary interruptions to existing Cable Services that may occur.

(b) In addition, the Licensee shall maintain the following information that shall be available for inspection by City officers, employees or other agents authorized by the Issuing Authority:

- (1) Trunk and Feeder System design and number and location of Cable System technical facilities including Fiber Nodes, Headends, hub sites, microwave dishes, antenna; and
- (2) Design maps for any relocations of Cable System.

Section 5.18---USE OF THE LICENSEE'S FACILITIES

(a) The City shall have the right to attach to any pole owned by the Licensee and to place in any of the Licensee's conduits its own facilities to be used for fire, police, traffic, telephone and/or Signal systems or other governmental communications purposes (but not for Cable System purposes in competition with the Licensee), without charge to the City to the extent space therein or thereon not needed by the Licensee is reasonably available. All such placements by the City shall be in conformity with all applicable rules and regulations, shall cause no additional expense to the Licensee, and such placements by the City shall not interfere with the routine operation by the Licensee of its Cable Television System.

(b) The Licensee shall notify the City of any current plans for installation of conduit and cooperate with the City so as to best enable the City to use such conduit. If the Licensee removes its installation from conduits where municipal equipment or cable is present, the Licensee shall provide notice beforehand to the City. Any such use by the city shall be subject to the advance notification of the Licensee and the right of the Licensee to supervise any such use.

Section 5.19---TREE TRIMMING/PRUNING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License and shall comply with the tree trimming/pruning provisions contained in ***Exhibit 5***, attached hereto and made a part hereof.

ARTICLE 6

SERVICES AND PROGRAMMING

Section 6.1---BASIC SERVICE

The Licensee shall provide Basic Service that shall include all Signals, including the PEG Access Channels, which are required to be carried by a Cable Television System serving the City pursuant to applicable federal statute or regulation. The Licensee shall not scramble Basic Service.

Section 6.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in ***Exhibit 6***, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in ***Exhibit 6***, attached hereto, are at the sole discretion of the Licensee. Programming decisions shall be made in accordance with applicable law.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to change the Newton Programming line-up, as further provided in Section 13.27 infra.

Section 6.3---TWO-WAY CAPABILITY

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

Section 6.4---LEASED CHANNELS FOR COMMERCIAL USE

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

Section 6.5---VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape multiple channels and set VCR controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, accessories and written procedures which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, provided, however, that the Subscriber wishing to view and record multiple scrambled Signals simultaneously must have a Converter box for each such scrambled channel. Said accessory equipment and written

procedures shall be available to all Subscribers no later than System Completion. The Licensee shall follow policies as stated in **Exhibit 7** attached hereto.

(b) The Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Final License, (1) any local Signals or (2) any of the PEG Access Channels. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 6.5(b) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

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

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) a minimum of forty-eight (48) hours in advance as required by Section 5.13 supra. Appropriate credit shall be automatically given to all Subscribers affected by a Cable Signal outage in excess of twenty-four (24) hours duration. The Licensee shall use its best efforts to interrupt Service only during periods of minimal use.

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

(a) The Licensee shall provide, install and maintain free Subscriber Cable Drops and/or Outlets and its monthly Basic Service, or its equivalent (See **Exhibit 6**), to all municipal, school and public or non-profit buildings included in **Exhibit 8**, attached hereto and made a part hereof, and any other public buildings as designated by the Issuing Authority now or in the future. The Licensee shall coordinate the location of each Drop and/or Outlet with the Issuing Authority, and, as necessary, each of the aforementioned institutions newly receiving Service. There shall be no costs to the City and/or any designated institution for the installation and provision of monthly Cable Service and related maintenance. The Licensee shall supply one (1) Converter for each Drop and/or Outlet if required for the reception of the monthly service, at its sole cost and expense.

(b) The Drops and/or Outlets required pursuant to this Final License shall be in addition to the 150 Drops and/or Outlets that the Licensee agreed to provide pursuant to the Open Video Systems Agreement between Licensee and the Issuing Authority dated October, 1997, as amended ("OVS Drop and/or Outlets")

(c) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or his or her designee(s).

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

(e) There shall be no charges to the City for the installation, maintenance, and/or repair of additional Drops and/or Outlet(s) to public buildings, as provided by Section 6.7(b) above. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item or otherwise pass-through any such additional Drop/Outlet costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) Should the Licensee externalize, line item or pass through such additional Drop and/or Outlet cost as permitted by applicable state or federal law, then the Licensee shall provide a written explanation of any such externalized, line-itemed or passed-through additional Drop and/or Outlet costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, thirty (30) days in advance of the date on which Licensee intends to externalize, line-item or pass through such costs.

(ii) Pursuant to applicable law, the Issuing Authority has the right to appeal to the appropriate jurisdiction(s) any such externalized, line-itemed and/or passed-through costs.

Section 6.8--CHANGES IN CABLE TELEVISION TECHNOLOGY

(a) At any annual performance evaluation hearing as specified in Section 11.2 infra, the Licensee shall review with the Issuing Authority changes in relevant cable technology (as defined below) that might benefit Newton Subscribers. For purposes of this Section 6.8, "relevant cable technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall in good faith agree to be included in the annual review mentioned above, including but not limited to, installation of fiber optic cable, subscriber converters optimally compatible with video cassette recorders ("VCRs") and cable-ready television sets, remote control devices, high definition television ("HDTV"), digital television, audio services and new scrambling/descrambling processes.

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(b) The Licensee shall submit an annual report to the City, at least thirty (30) days prior to the performance evaluation hearing, which details the status of relevant cable technology, as defined above.

ARTICLE 7

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS/ FACILITIES AND SUPPORT

Section 7.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

(a) The Access Corporation, as designated by the Issuing Authority, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 7 herein.

(b) The Issuing Authority and the City shall be held harmless by the Licensee for any and all claims and demands regarding PEG Access Programming.

Section 7.2---ACCESS CORPORATION

The Issuing Authority may contract with an Access Corporation to provide the following services to PEG Access Users and the City:

- (1) Schedule, operate and program the PEG Access Channels;
- (2) Manage the funds pursuant to Section 7.8 below and insure that such funding is used for appropriate PEG access purposes;
- (3) Produce or assist Authorized Users in the production of original, non-commercial programming with an emphasis on Programming focusing on Newton issues, events, and activities for cablecasting on PEG access channels;
- (4) Plan for and oversee the development and operation of PEG Access facilities;
- (5) Purchase and/or lease equipment, with the funds allocated for such purposes and provide regular maintenance and repair of all equipment purchased with funds pursuant to this agreement;
- (6) Conduct training programs in the skills necessary to produce PEG Access Programming and provide technical advice in the execution of programs;
- (7) Provide technical assistance, pre-production, production, and post-production services as appropriate and necessary to Authorized Users;
- (8) Establish, publicize and enforce rules, procedures and guidelines for use of PEG Access Channels, facilities, equipment and services;

- (9) Provide publicity, outreach, referral and other support services to authorized users and to promote PEG access facilities, services and programming;
- (10) Actively promote PEG access facilities and services and recruit and sustain members
- (11) Conduct fundraising activities for PEG Access purposes;
- (12) Provide all reports as stipulated by the Issuing Authority;
- (13) Conduct annual performance evaluation and review and provide processes for continuing self-evaluation and improvement of services;
- (14) Provide equal access to use of equipment, facilities, channels and services provided for herein in a non-discriminatory basis to all members of the Newton community on a first-come, first-served basis;
- (15) Support special needs groups, including, but not limited to hearing impaired in program production through training and other means;
- (16) Work with and provide information to any Issuing Authority designee, including, but not limited to, the Newton Telecommunications Advisory Committee;
- (17) Comply with applicable laws, rules and regulations pertaining to PEG Access facilities, Programming and services; and
- (18) Perform such other tasks relating to the operation, scheduling, and/or management of PEG Access Channels, facilities, and equipment as appropriate and necessary.

Section 7.3---**PEG ACCESS CHANNELS**

- (a) No later than thirty (30) days from the Execution Date of the Final License, the Licensee shall make available on the Subscriber Network three (3) full-time Channels, or the equivalent thereof, for cablecasting of PEG Access Programming.
- (b) Said PEG Access Channels shall be included in the Licensee's Basic Service tier.
- (c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, City, the Access Corporation and/or Subscribers, and shall be subject to the control and management of the Access Corporation or the City, as determined by the Issuing Authority.
- (d) For each such Access Channel, the Licensee shall provide one (1) channel on the Video Fiber Link between the Access Corporation Studio and the Licensee's Hub. Licensee shall also provide interconnections to insert said Access Channel on the Subscriber Network.

(e) The Licensee shall insure that transmission quality on all of the PEG Access Channels is not less than the Signal quality of the commercial channels in Licensee's channel line-up.

(f) The Licensee shall provide and maintain, at its sole cost and expense, all necessary processing equipment in order to switch Video Fiber Link Signals from the City and/or the Access Corporation to the designated Access Channel.

Section 7.4---**VIDEO FIBER LINKS FOR PEG ACCESS PROGRAMMING**

(a) The Licensee shall provide, without charge, Video Fiber Links between:

(1) the Access Corporation Studio and the PEG Access Origination Sites specified in *Exhibit 9* so that Signals can be generated at these sites and transmitted to the Access Corporation Studio; and

(2) the Licensee's Hub and the Access Corporation Studio so that Signals from the Access Corporation Studio can be switched onto appropriate PEG Access Channels.

(b) The Licensee shall provide all the equipment necessary to transmit Video Signals between the PEG Access Origination Sites referenced in paragraph 7.4 (a) above for up to eight (8) Video Fiber Links. Said Video Fiber Links shall be used to transmit Video Signals from each Origination Site to the Access Corporation studio or to the Licensee's Hub to be switched onto appropriate PEG Access Channels. With respect to each such piece of equipment, the Licensee is responsible for (1) selection, installation, and maintenance to the manufacturer's specifications and (2) provision of complete electrical and physical specifications to Access Corporation and the Issuing Authority for approval in advance of acquisition.

(c) Analog to Digital: The video modulators shall initially be analog. If during the term of the Final License the Access Corporation converts to digital video, the Licensee shall replace the analog video modulators with digital video modulators.

(d) The Licensee shall maintain and replace in a timely manner all equipment that is part of the Video Fiber Link without any charge(s) to the Issuing Authority, the City and/or Subscribers. The City shall maintain and replace any end-user equipment that it owns and operates.

Section 7.5----**DEMARCATIION POINT, VIDEO FIBER LINKS**

(a) The demarcation point for each Video Fiber Link shall be at the input to the modulator or the output of the demodulator used for transmitting Signals over that Video Fiber Link.

(b) The Video Fiber Links shall be installed and maintained in good working order. Video Fiber Links shall be repaired at all times by the Licensee on the Licensee's side of the demarcation point in such a manner as to comply with FCC technical standards and with applicable EIA RS-250B performance standards for medium-haul video.

(c) The Licensee shall be responsible for inspections and performance tests of each Video Fiber Link. Scheduled tests shall be performed at least once every six (6) months. Test results shall be to the Issuing Authority within thirty (30) days of completion of such tests.

(d) The Licensee shall not be responsible for the cost of repairing any damage caused by the operator of the PEG originating site or its agents and invitees. The Licensee's obligation with respect to such Video Fiber Links shall be dependent upon the PEG origination site operator providing Licensee, without charge, with such space, electrical power supply access, and other facilities and cooperation as shall be necessary to allow Licensee to fulfill its duties under this Agreement with respect to such Video Fiber Link transmission.

Section 7.6---LOCATION AND RELOCATION

(a) Except as required by applicable law, rule or regulation, the Licensee shall utilize Channels 15, 16, and a third channel number to be determined in discussion with the Issuing Authority on the Subscriber Network as the channel locations of the PEG Access Channels. The Licensee shall make every effort to locate Access Channels on adjacent channel numbers and shall not place Access Channels on channels 2, 3, 4, 5, 7, 95, 96 and 97 as designated in the EIA Channel numbering plan, EIA-542 (1997), or any other channel that experiences ingress.

(b) The Licensee shall not move or otherwise relocate the channel locations of the three (3) and/or the fourth PEG Access Channels, once established, without the advance, written notice to the Issuing Authority and the Access Corporation. In the event that the Licensee does relocate a PEG Access Channel, the Licensee shall:

(1) reimburse the Access Corporation up to Ten Thousand Dollars (\$10,000.00), for reasonable expenses, prior to relocating any such channel.

(2) provide a two (2) month notification to all Subscribers of such channel relocation via notice in subscriber bill.

(3) provide necessary replacement equipment to the Access Corporation.

(c) In the event that the Access Corporation studio moves, the Licensee shall not charge a fee to reconnect the Access Corporation studio.

Section 7.7--CABLECASTING AND PROBLEM RESOLUTION PROCEDURES

(a) The Licensee shall specify a baseband test Signal procedure, to be approved by the Issuing Authority that can be used by the Issuing Authority and/or his or her designee to manage or use a PEG Access Channel, to verify correct operation of each video modulator and associated transmission system.

(b) With regard to Signal quality problems, the following shall apply:

(1) The Licensee shall designate a point of contact for receipt of and response to trouble calls made by the Issuing Authority and/or his or her designee(s), the City and/or the Access Corporation. The Licensee's technical staff designated to handle this area shall be knowledgeable about the operation of the PEG Access system and Video Fiber Links in order that such staff can respond efficiently and effectively to all such trouble calls.

(2) The Issuing Authority, his or her designee(s) and/or the Access Corporation shall call the designated Licensee representative with specifics of the nature of the trouble call and shall make a written record of the date, time, nature of the difficulty. Such records shall be kept on file and one copy shall be forwarded to the Issuing Authority within twenty-four (24) hours of the incident. The Licensee shall respond to trouble calls from the Access Corporation within two (2) hours of notification.

(3) In the event that the trouble report is recorded electronically, the Licensee shall, within one hour inform the entity calling that the message was received and what action will be taken. The Licensee shall investigate and take appropriate action to resolve the reported problem within two (2) hours and shall inform the designated City entity as to the action taken.

(4) The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

Section 7.8---**ANNUAL SUPPORT FOR PEG ACCESS**

The Licensee shall provide the Access Corporation with annual funding for PEG Access Programming in the amount of four percent (4%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(30) supra. Such payment shall be made to the Access Corporation on a quarterly basis within fifteen (15) days of the end of each quarter as follows: January 15th, April 15th, July 15th and October 15th. Said payments shall be accompanied by the Gross Annual Revenues Reporting Form, attached hereto as ***Exhibit 10***, attached hereto. Copies of said Gross Annual Revenues Reporting Form shall be sent to the Issuing Authority.

Section 7.9---**CABLE-RELATED CAPITAL FUNDING**

(a) The Licensee shall provide additional funding to the Issuing Authority and/or his or her designee(s) totaling Three Hundred Ninety-Five Thousand Eight Hundred and Thirty-Three Dollars (\$395,833.00) for cable-related capital purposes, as follows:

(1) The Licensee shall make an initial payment to the Issuing Authority and/or his or her designee(s) in the amount of One Hundred Forty-Five Thousand Eight Hundred and Thirty-Three Dollars (\$145,833.00) no later than January 15, 2002.

(2) The Licensee shall make five (5) additional annual payments, totaling Two Hundred Hundred Fifty Thousand Dollars (\$250,000.00), to the Issuing Authority and/or his or her

designee(s) in the amount of Fifty Thousand Dollars (\$50,000.00) each. Said \$50,000.00 annual payments shall be due and payable on the following Dates:

- + January 15, 2003;
- + January 15, 2004;
- + January 15, 2005;
- + January 15, 2006; and
- + January 15, 2007.

(b) Under no circumstances shall said equipment payments be counted against (i) the annual funding payable to the Access Corporation pursuant to Section 7.8 above; and/or (ii) the License Fees payable to the City pursuant to Section 8.1 infra, and/or any other fee or payments required by applicable law.

(c) In the event that the equipment payments required herein are not tendered to the Issuing Authority and/or his or her designee(s) on or before the dates fixed in this Section 7.9, interest due on such equipment payments shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 7.10---**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 and/or the Access Corporation may have for additional sums including interest payable under this Article 7.

(b) Not more than once a year, upon reasonable advance notice, the Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority and/or the Access Corporation shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder.

(c) If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged from Prime Rate during the period that such additional amount is owed. The Licensee shall pay the audit cost in the event that an underpayment is documented.

(d) If, after inspection, the Licensee has overpaid, such overpayment shall be credited against the next payment to the Access Corporation, without interest charges of any kind.

Section 7.11---**DISPUTES**

In the event that the Licensee disputes or contests any compensation or other payments required pursuant to this Article 7, the Licensee shall deposit the disputed or contested amount into an escrow account, to be jointly agreed upon by the parties. Said account shall remain in effect until a determination has been reached by the parties hereto in good faith. At such time when a final determination is made, the funds in the escrow account shall be distributed accordingly.

Section 7.12---**PEG ACCESS CHANNELS MAINTENANCE**

(a) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming up to the Demarcation Point defined in Section 7.5 supra.

(b) The Licensee shall conduct bi-annual testing of PEG Access Channels and equipment and submit reports to the Access Corporation and the Issuing Authority within fifteen (15) days of the completion of such tests. Should testing reveal problems, the Licensee shall outline a course of corrective action and submit such report to the Access Corporation and the Issuing Authority within thirty (30) days of completion of such tests, or within such other period of time as the Issuing Authority and Licensee agree to in writing.

Section 7.13---**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.

Section 7.14---**PEG ACCESS PROGRAMMING COSTS**

(a) There shall be no charges to the Issuing Authority, its designees, the City, the Access Corporation and/or PEG Access Users for use of the PEG Access Channels and/or services required herein. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item and/or otherwise pass-through any PEG Access costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, interest paid on and/or allocation of any such costs, strictly in compliance with said laws and/or regulations.

(b) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized, line-itemed and/or passed-through PEG Access costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed and/or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, thirty (30) days prior to externalizing any such costs.

(c) Pursuant to applicable law, the City has the right to appeal to the appropriate jurisdiction any such externalized, line-itemized and/or passed-through to Subscribers.

Section 7.15--DISSOLUTION OR TERMINATION OF CONTRACT WITH THE ACCESS CORPORATION

It is the Issuing Authority's intention to enter into an agreement with a designated Access Corporation, which agreement shall be renewable on a periodic basis, to be determined by the Issuing Authority. In the event that (1) an Access Corporation is dissolved prior to the expiration of the Final License or (2) the Issuing Authority either terminates or does not renew its agreement with an Access Corporation, the Issuing Authority may request that the Licensee assume the obligations of providing PEG Access services and programming to the City's subscribers, residents, groups and institutions, subject to the acceptance by the Licensee and the Issuing Authority of mutually agreeable terms and conditions covering the assumption of such PEG Access responsibilities.

Section 7.16--EQUIPMENT OWNERSHIP

(a) The City and the Access Corporation shall jointly own all equipment purchased with funding pursuant to Sections 7.8 and 7.9 herein. The Licensee shall have no obligation to maintain or insure any such Access equipment with the exception of video fiber link equipment required by Section 7.4 herein.

(b) Upon the request of the Issuing Authority, the Licensee shall negotiate the transfer to the City the ownership and maintenance responsibility of all Video Fiber Link equipment provided pursuant to Section 7.4(b) above.

Section 7.17--THIRD PARTY RIGHTS

The parties hereto acknowledge and agree that the Access Corporation is not a party to this Final License and that any provisions herein that may affect the Access Corporation are not intended to create any rights on behalf of the Access Corporation.

Section 7.18--ACCESS CORPORATION PROMOTION

Once per year, and upon approval by the Issuing Authority, the Licensee shall include in subscriber billing statements a one-page promotional for the Access Corporation. The Access Corporation shall be responsible for preparation, cost of printing and any incremental cost in mailing of such material. Any bill stuffer must abide by the Licensee's mailing requirements.

Section 7.19---DIGITAL TRANSITION

(a) At such time as the Licensee activates digital video transmission for residential services, the Licensee shall carry PEG Access Channels simultaneously in analog and digital formats when more than seventy-five percent (75%) of all commercial Programming channels carried on the Subscriber Network are available in digital format.

(b) If the Access Corporation or other entity begins originating Programming in digital format, carriage of such Programming on the digital portion of the Subscriber Network shall be without an intermediate conversion to and from analog form.

ARTICLE 8

ANNUAL FUNDING TO THE CITY

Section 8.1---TELECOMMUNICATIONS FUNDING

(a) The Licensee shall provide annual funding to the Issuing Authority in the amount of one percent (1%) of its Gross Annual Revenues, as defined herein, less applicable license fees to the City pursuant to Section 8.2 below and the State, if any, for telecommunications uses in the City. Said annual telecommunications funding shall be payable to the Issuing Authority on a semi-annual basis.

(b) The Licensee shall file with each such semi-annual payment a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding six (6) month period. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(29) supra. Along with such statement, the Licensee shall also complete and submit the Gross Annual Revenues Reporting Form, attached hereto as *Exhibit 10*.

(c) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Issuing Authority an amount equal to five percent (5%) of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of this five percent (5%) payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).

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

Section 8.2---LICENSE FEE PAYMENT

(a) The Licensee shall pay to the City, throughout the term of the Final 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 City throughout the term of the Final License, not later than March 15th of each year, unless provided for otherwise under applicable law.

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual payments to the City on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statement shall list all of the general categories comprising Gross Annual

Revenues as defined in Section 1.1(30) supra. Along with such statement, the Licensee shall also complete and submit the Gross Annual Revenues Reporting Form, attached hereto as ***Exhibit 10***.

(c) The Licensee shall not be liable for a total financial commitment pursuant to the Final License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the City because of late payments; (ii) the equipment payments payable to the Issuing Authority and/or his or her designee(s) pursuant to Section 7.9 supra; (iii) the costs related to any liquidated damages pursuant to Section 12.2 infra; and (iv) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the City pursuant to Sections 2.5, 5.4, 10.2(c), 11.4 and/or 11.5 herein.

Section 8.3---**OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

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

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

(c) The term "license fee" shall have the meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act. Nothing herein shall prevent the Issuing Authority and/or his or her designee(s) from assessing taxes on the Licensee's Cable System and plant in accordance with applicable federal, State and local laws, ordinances and/or regulations.

Section 8.4---**LATE PAYMENT**

In the event that the Telecommunications Funding and/or License Fees herein required are not tendered on or before the dates fixed in Sections 8.1 and 8.2 above, interest due on such fee shall accrue fifteen (15) days from the date due at the rate of three percent (3%) above the annual Prime Rate. Any payments to the City pursuant to this Section 8.4 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 8.1 hereof, and shall be within the

exclusion to the term "License fee" for requirements incidental to enforcing the Final License pursuant to § 622(g)(2)(D) of the Cable Act.

Section 8.5---**RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Article 8.

(b) Not more than once a year, upon reasonable advance notice, the Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder.

(c) If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest on such additional payment shall be charged from Prime Rate during the period that such additional amount is owed. The Licensee shall pay the audit cost in the event that an underpayment is documented.

(d) If, after inspection, the Licensee has overpaid, such overpayment shall be credited against the next payment to the Issuing Authority, without interest charges of any kind.

Section 8.6---AFFILIATES USE OF SYSTEM

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

Section 8.7---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Issuing Authority pursuant to the Final License shall be made payable to the City of Newton and deposited with the City Treasurer.

Section 8.8---DISPUTES

In the event that the Licensee disputes or contests any compensation or other payments required pursuant to this Article 8, the Licensee shall deposit the disputed or contested amount into an escrow account, to be jointly agreed upon by the parties. Said account shall remain in effect until a determination has been reached by the parties hereto in good faith. At such time when a final determination is made, the funds in the escrow account shall be distributed accordingly.

ARTICLE 9

RATES AND CHARGES

Section 9.1---RATE REGULATION

(a) The City 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.

(b) In the event that State and/or federal law at any time permit the regulation of additional Programming and/or equipment rates of the Licensee, the Licensee hereby agrees to negotiate in good faith with the Issuing Authority the City's regulation of such additional Programming and/or equipment rates and charges.

(c) The Licensee shall comply with applicable rate regulations regarding (i) its Newton channel count and (ii) Multiple Dwelling Unit rates.

Section 9.2---NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto on an annual basis. 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 by U.S. mail 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. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

(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 11***.

Section 9.3---NON-PREDATORY AND NON-DISCRIMINATORY RATES

(a) All of the Licensee's rates, charges and pricing for Subscriber services shall be non-predatory and non-discriminatory.

(b) Licensee is encouraged to offer bundled discounts, but the Licensee shall not offer discounts on Cable Service(s) and/or any other Services in such a manner as to avoid and/or arbitrarily

diminish applicable Telecommunications Funding and/or License Fee payments to the Issuing Authority.

Section 9.4---**PUBLICATION AND NON-DISCRIMINATION**

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Final License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 9.5---**AUTOMATIC CREDIT FOR SERVICE INTERRUPTION**

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

(b) If an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall automatically provide a pro-rata credit or rebate for each tier or Premium Service interruption.

Section 9.6---**SENIOR CITIZEN DISCOUNT AND DISABLED PERSONS DISCOUNT**

(a) The Licensee shall provide a discount of two dollars (\$2.00) per month off of the Licensee's Basic Service to certain low income senior citizens in Newton and certain disabled persons in Newton as further provided herein. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head of the household and must meet income requirements as demonstrated by receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, (iv) Medicaid benefits; v) Veteran's Service benefit; or (vi) participation in the Senior Pharmacy Program. Disabled persons living in housing subsidized by any Federal or State program(s) shall also qualify for the \$2.00 discount off of the Licensee's Basic Service. Said discount shall apply to the full level of Basic Service; however, this discount may not apply to other discount package prices.

(b) Subscribers shall have sixty (60) days from the date service is ordered to provide Licensee with proof of eligibility in order to receive discounted basic service. On an annual basis, commencing on the anniversary date of the execution of the Final License and continuing for the next sixty (60) days, existing Subscribers who have reached eligibility and provide the Licensee with proof of same, and will have their monthly bill adjusted to reflect the discounted Basic Service.

(c) The Licensee shall take steps to affirmatively market the above-described senior citizen and disabled persons discount program in the Licensee's promotional materials.

Section 9.7---**DISCLOSURE OF RATE INFORMATION**

All promotional materials, announcements and advertisements, shall clearly and accurately disclose all rate and terms. Each CSR, technician and/or employee of the Licensee in contact with a Subscriber or potential Subscriber shall state the estimated cost of the service, repair or installation prior to the delivery of the service or before any work is performed.

ARTICLE 10

INSURANCE AND BONDS

Section 10.1---INSURANCE

(a) At all times during the term of the Final 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 Issuing Authority, the City, its officers, boards, commissions, committees, agents and employees as insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, upgrade, 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 Issuing Authority, the City, its officers, boards, commissions, committees, agents and employees as additional named insured parties 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, upgrade, 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 and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

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

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

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

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

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

(1) Such insurance shall commence no later than the Execution Date of the Final License.

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

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

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

Section 10.2---**PERFORMANCE BOND**

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Final License a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of Five Hundred Thousand Dollars (\$500,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Final License.

(b) The performance bond shall be effective throughout the term of the Final 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 the Final License, or to comply with any order, permit or direction of any department, agency, commission, committee, board, division or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes or fees due the City which arise by reason of the construction, maintenance, operation, and/or removal of the Cable System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Sections 12.1 and 12.2 infra.

(c) When the Cable System has been completed pursuant to the terms of Section 3.1 and Section 4.1 herein, said performance bond may be reduced to the sum of One Hundred Thousand Dollars (\$100,000.00); provided, however, that (i) the Licensee shall notify the Issuing Authority in writing, in advance of such reduction that it has completed Cable System construction as required herein and intends to reduce the amount of said bond and (ii) the Licensee receives written approval from the Issuing Authority for such reduction, which approval shall not be unreasonably withheld.

(d) Said bond shall be a continuing obligation of the Final License, and thereafter until the Licensee has satisfied all of its obligations to the City that may have arisen from the grant of the Final License or from the exercise of any privilege herein granted. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this Section 10.2, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Final License.

Section 10.3---**LETTER OF CREDIT**

(a) The Licensee shall maintain at its sole cost and expense, an irrevocable letter of credit from a financial institution, licensed to do business in the State, in the amount of Seventy-Five Thousand Dollars (\$75,000.00). The form and content of the letter of credit shall be subject to the reasonable approval of the City. Said letter of credit shall be used to ensure the faithful performance by the Licensee of all material provisions of the Final License and compliance with all material orders, permits and directions of any office of the City having jurisdiction over its acts and defaults under the Final License, and the payment by the Licensee of any claim, liens, fee, or taxes due the City which arise by reason of the construction, upgrade, operation, installation or maintenance of the Cable Television System.

(b) Upon a withdrawal(s) against said letter of credit, the letter of credit shall promptly, but in no case more than ten (10) days later, be renewed to the full amount of Seventy-Five Thousand Dollars (\$75,000.00).

(c) The City's right to proceed against the letter of credit shall be governed by the provisions of Section 12.1 infra.

(d) The rights reserved to the City with respect to said letter of credit are in addition to all other rights of the City, whether reserved by the Final License or authorized by applicable law, and no action, proceeding or exercise of a right with respect to said letter of credit shall affect any other right the City may have.

Section 10.4---**REPORTING**

On an annual basis, the Licensee shall submit to the Issuing Authority, or his or her designee, copies of all current certificates regarding (i) all insurance policies as required herein, (ii) the performance bond as required herein and (iii) the letter of credit as required herein.

Section 10.5---**INDEMNIFICATION**

(a) The Licensee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage or injury due to the actions and/or omissions 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 the Final 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, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the City Solicitor. The City shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

(b) The Licensee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, committees, agents and/or employees against all claims for

damage or injury due to the actions of the Licensee, its employees, officers or agents arising out of the Licensee's use and/or any Affiliate's use of the public rights-of-way in the City.

Section 10.6---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

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

ARTICLE 11

ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

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

Section 11.2---PERFORMANCE EVALUATION HEARINGS

(a) Unless otherwise determined by the Issuing Authority, the Issuing Authority shall hold a performance evaluation hearing by March 1 of each year of the Final License, conducted by the Issuing Authority and/or his or her designee(s). 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 the Final License; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints from the public.

(b) The Issuing Authority and/or his or her designee(s) shall have the right to question the Licensee on any aspect of the Final License including, but not limited to, the construction, upgrade, 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 his or her designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Issuing Authority and/or his or her designee(s). 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 and/or his or her designee(s).

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority and/or its designee(s) shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of the Final License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

(d) The Licensee shall notify its Subscribers of all such performance evaluation hearings by periodic announcements on at least one (1) channel, between the hours of seven (7) p.m. and nine (9) p.m., for five (5) consecutive days preceding each such hearing.

Section 11.3---**NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, affectional preference, 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 Final License. This Section 11.3 shall not affect the right of the Licensee to offer discounts.

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

If, at any time, in case of emergency such as fire or disaster in the City, or where the Cable System creates or is contributing to imminent danger to health, safety or property, it shall become necessary in the reasonable judgment of the Issuing Authority and/or his or her designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the City the cost and expense of such emergency removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

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

The Issuing Authority and/or his or her designee(s) 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. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority and/or his or her designee(s) 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 City the cost and expense of such removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

Section 11.6---**INSPECTION**

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

Section 11.7---**JURISDICTION**

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

ARTICLE 12

DETERMINATION OF BREACH-LIQUIDATED DAMAGES- LICENSE REVOCATION

Section 12.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Final 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 fourteen (14) 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 fourteen (14) 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 fourteen (14) day period, the Issuing Authority and/or his or her designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Final License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) seek specific performance of any provision in the Final 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 12.2 below;

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

(iv) foreclose on all or any appropriate part of the security provided pursuant to Sections 10.2 and 10.3 herein;

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

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

Section 12.2---**LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of the Final License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the 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 12.1(c) above.

(1) For failure to fully install, activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, One Thousand Dollars (\$1,000.00) per day, for each day that any such non-compliance continues.

(2) For failure to fully install, activate, operate and maintain the MFIS in accordance with Article 4 herein, One Thousand Dollars (\$1,000.00) 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 Final License in accordance with Section 2.7 herein, Two Thousand Dollars (\$2,000.00) 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 requirements and timelines in Article 7 herein, including any operational and/or capital payments, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the technical standards, pursuant to Section 3.4 herein and **Exhibit 4** attached hereto, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(6) For failure to comply with the Subscriber Rights and Consumer Protection provisions in accordance with Article 13 infra, Five Hundred Dollars (\$500.00) per day that any such non-compliance continues.

(7) For failure to provide, install and/or fully activate the Subscriber Network and/or MFIS Drops and/or Outlets in accordance with Sections 3.1, 4.1, and 6.7 herein and/or **Exhibits 2, 3, and 8**, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(8) For failure to submit reports, pursuant to Article 14 infra, Two Hundred Dollars (\$200.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon any other provisions of the Final 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 City, 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 "License fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

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

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

Section 12.4---**TERMINATION**

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

Section 12.5---**NOTICE TO CITY OF LEGAL ACTION**

Except for enforcing any damages levied pursuant to Section 12.2 supra, in the event that the City 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 City or the Licensee intends to take legal action, said party shall (i) give the other party at least twenty five (25) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 12.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the City to invoke any remedy under the Final License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 12.7---NO WAIVER-CUMULATIVE REMEDIES

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

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

(c) A waiver of any right or remedy by the City at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the City to be effective, it shall be in writing. The failure of the City to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the City to take any action permitted by the Final 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. Failure of the City to exercise a right to require compliance or performance under this License or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance or to excuse the Licensee from complying or performing.

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1---FCC CUSTOMER SERVICE OBLIGATIONS

At a minimum, the Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76 which standards are attached hereto, and made a part hereof, as *Exhibit 12*.

Section 13.2---PAYMENT/EQUIPMENT RETURN CENTER

(a) At all times during the Final License, the Licensee shall operate and/or provide for a location within the City for, among other things, payment of bills by Subscribers and equipment return.

(b) Said location shall be fully accessible to handicapped residents of the City.

(c) The Licensee shall offer Subscribers the option of receiving other services that are normally available at a full-service customer service office, at the Subscriber's home including, but not limited to, return and/or exchange of equipment, in-person explanation of Cable System operation, etc.

Section 13.3---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as *Exhibit 12*, during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed local or toll-free telephone number for Newton Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service 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. Under Normal Operating Conditions, said standards shall be met with respect to no less than ninety (90) percent of the calls under Normal Operating Conditions, measured on a quarterly basis and busy signals shall be registered less than three percent (3%) of calls measured on a quarterly basis.

(d) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the quarterly reports,

subject to Section 14.4 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

Section 13.4---**TELEPHONE LINES**

(a) The Licensee shall have local toll free telephone lines for receiving requests for repair or installation services, for reporting outages, for responding to billing questions and for responding to any other customer call. These lines shall be answered twenty-four (24) hours per day, seven (7) days per week.

(b) If calls concerning area outages are received, the answering service or automated device shall (i) at the end of the recorded message, permit Subscribers to report outages and to leave their name and account number, if available, for an outage credit; (ii) contact the Person authorized by the Licensee to initiate corrective measures; and (iii) with respect to outages known to the Licensee, provide up-to-date information on outages, such as the suspected cause, the efforts underway to correct the problem and the estimated time when service will be restored.

(c) The answering service or automated device shall record calls concerning billing questions, complaints, or other matters and the Licensee's employees shall return any such call within one (1) business day after the answering service or automated device takes the message. Failure of the Licensee to have sufficient staff or properly trained staff answering the telephones shall not justify a failure to comply with this Section 13.4.

(d) All of the Licensee's employees shall identify themselves by name when answering the Licensee's telephone lines routinely used by the public, including, but not limited to, the local toll free telephone line.

(e) The Licensee shall install TDD equipment on a minimum of one customer service telephone line.

Section 13.5---**INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) Availability and Business Hours: The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 7:00 PM, daylight permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday. The Licensee shall provide Cable Service(s), for new installations, to Newton residents who request Service within five (5) days of said request.

(b) Response Time for Service Requests, Normal Business Hours: For all requests for service or repair that are received during Normal Business Hours, the Licensee shall handle them 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, but in any event no later than ten (10) business days of receipt of the call. Licensee shall keep records of all requests for service and/or repair and shall make copies of the same available to the Issuing Authority upon request.

(c) Response Time for Service Requests, After Normal Business Hours: A Subscriber complaint or request for service received after Normal Business Hours, pursuant to Section 13.4 above, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in paragraph (b) above for a request received at the start of business.

(d) The Licensee shall ensure that there are trained 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.

(e) Scheduling Appointments:

(1) In arranging appointments for either Cable Television installation visits or service calls, the Licensee shall either specify a specific appointment time or specify a four (4) hour time block. If the Licensee is unable to meet the scheduled appointment time, the Licensee shall notify the Subscriber prior to the scheduled appointment.

(2) Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a free cable installation or service call to the affected resident or Subscriber on a priority basis mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(3) If the Licensee's representative finds no one at the site of the appointment, a call to the dispatch operator shall be made. The dispatch operator shall attempt to contact the customer by telephone and if unable to reach the customer, the Licensee's representative shall proceed to carry out the purpose of the appointment as thoroughly as possible without entering the involved structure, and, if practicable, correct any problems from outside the structure. The Licensee's representative shall leave a door-hanger or other appropriate notice which states that the Licensee was there, describes any problem that was found and any corrections made, and asks the customer to make a service appointment if the problem continues.

(f) System Outages: System outages shall be responded to promptly by technical personnel. For purposes of this Section 13.5(f), an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(g) Installation Charges: There shall be no additional charges for a "standard installation". Additional charges for a "non-standard installation" shall be in accordance with Licensee's published rates. For purposes of this Section, "standard installation" shall mean an installation of Cable Service to a Subscriber's premises that is within four hundred feet (400 ft.) of the Licensee's existing distribution system, and "non standard installation" shall mean an installation

of Cable Service and/or Cable Modem Service to a Subscriber's premises that is beyond four hundred feet (400 ft.) of the Licensee's existing distribution system.

(h) Removal of Drops: The Licensee shall remove all Subscriber Drop Cables, within fourteen (14) days of receiving a request from a Subscriber to do so.

Section 13.6---**CUSTOMER INFORMATION AND BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers before providing service to any potential Subscriber and thereafter once a year to all Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 11*** and made a part hereof, as the same may exist or as may be amended from time to time:

(1) Billing:

- (i) Notification of its Billing Practices
- (ii) Form of Bill; Procedure for Notification of Rate Increases
- (iii) Advance Billing, Issuance of Bills
- (iv) Billing Due Dates, Delinquency, Late Charges and Termination of Service
- (v) Billing Disputes and Process for Filing Complaint with the Issuing Authority and to the Cable Division.

(2) Services and Programming:

- (i) Description of Services, Rates and Charges
- (ii) Channel Positions (Line Up)

(3) Subscriber Rights and Privacy:

- (i) Complaint Resolution Process;
- (ii) Credit for Service Interruptions; Outages, and/or Reception Problems;
- (iii) Privacy Rights;

(4) Rates and Equipment:

- (i) Procedure for Notification of Rate Increases
- (ii) Equipment Charges and Policies
- (iii) Installation Procedures and Charges
- (iv) Charges for Disconnection, Downgrading or Upgrading of Service
- (v) Explanation of other Communication Devices which may be used in conjunction with the system
- (vi) Description of Parental Control Lock-out

Section 13.7---**COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers and shall publicize such procedure.

(b) The Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and any other aspect of the Licensee's service. Complaints not initially taken by a Subscriber Representative or other personnel shall be acknowledged by contacting the Subscriber no later than the next business day following the day on which the Complaint was received.

(c) If a Complaint has been unresolved for more than three (3) days, then the problem shall be escalated to the next level of the Licensee's customer service and shall provide notice of the same to the Issuing Authority.

(d) Subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Subscribers shall be entitled to file his or her Complaint with the Issuing Authority and/or his or her designee(s), who has the authority to act upon Subscriber Complaints and/or inquiries.

(e) The Licensee shall implement a program to follow-up with all Subscribers who have issued Complaints and for all requests for service installation or repair. The results of follow up activities shall be sent to the Issuing Authority on a quarterly basis.

(f) 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 Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(g) The Licensee shall take no punitive or discriminatory actions or retaliate in any way against any Subscriber who issues a Complaint.

Section 13.8---EMPLOYEE TRAINING

(a) Employees shall be courteous, knowledgeable, helpful and maintain the highest standards of professional behavior. Each employee of the Licensee who may come into contact with members of the public at their places of residence shall: (i) use a vehicle appropriately identifying the Licensee; and (ii) wear a picture identification card indicating his or her employment with the Licensee. Each such employee shall also be trained to perform efficiently the various tasks, including responding to consumer inquiries and complaints, necessary to provide consumer services in a responsible and courteous manner.

(b) All of the Licensee's employees shall identify themselves by name when answering the Licensee's telephone lines routinely used by members of the public.

Section 13.9---EMPLOYEE IDENTIFICATION CARDS

(a) All of the Licensee's employees entering, or seeking entrance, 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, as approved in advance by the City of Newton Chief of Police and/or his or her designee. Each such employee or agent of the Licensee shall carry upon their person the permit issued by the City of Newton Police Department approving door-to-door solicitation. Vehicles shall be identified with the name and logo of Licensee. Licensee's employees shall be dressed in appropriate professional attire. Licensee, to the best of its ability and to the maximum extent permitted by law, shall conduct criminal background checks on all prospective door-to-door salespeople.

(b) Marketing and Sales Approach: Employees shall at all times act in a professional manner in dealing with any subscriber, prospective subscriber, resident, etc. Employees shall not engage in "aggressive" behaviors when marketing or selling products or services. Employees shall not use language that states or implies that the City of Newton endorses the Licensee's products or services. The Licensee shall not engage in deceptive sales practices nor use non-sales calls as a pretext to promote products or services.

Section 13.10---REMOTE CONTROL DEVICES AND CONVERTER BOXES

(a) 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 shall ensure that marketing materials do not state or suggest that remote control devices are required or that remote control devices must be rented from the Licensee in order to receive Programming.

(b) The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program converter boxes that are compatible with the Licensee's system, provided that such converter boxes do not permit unauthorized descrambling and do not otherwise permit reception of unauthorized programming.

Section 13.11---EQUIPMENT PROVIDED BY THE LICENSEE

(a) The Licensee shall comply with all rules and regulations promulgated by the FCC pursuant to Sections 623 and 624A of the Cable Act (47 U.S.C. §§ 543 and 544a).

(b) The Licensee shall supply a closed caption decoder to any hearing impaired Subscriber who requests one at a charge not to exceed the Licensee's cost, to the extent applicable law permits the Issuing Authority to limit such charge to the Licensee's cost.

(c) The Licensee may require deposits on certain equipment it provides to Subscribers, provided that all such deposits shall be placed in an interest bearing escrow account for the Subscribers, which deposit shall bear a reasonable interest rate, and provided further, that there shall be no discrimination among or between Subscribers in either the requirement for or the amount of any deposit except that the Licensee may take into account a credit review.

(d) For billing purposes, the return of rental equipment shall be deemed to have taken place on the day such equipment is returned.

(e) There shall be no charge for a service call to perform repair/maintenance on equipment owned by the Licensee or where the Licensee provides a diagnosis but does not undertake repair.

Section 13.12---LOSS OF SERVICE-SIGNAL QUALITY

(a) Demarcation Point for Cable Drops: With respect to Cable Drops, the demarcation point shall be at the termination point of the Cable Drop, except in instances where the Licensee has provided inside wiring in which case the demarcation point shall be the end point of the inside wiring provided by the Licensee or the output of the Converter box, if provided.

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

(c) The Licensee shall comply with the following standards for not less than ninety-five percent (95%) of instances in which subscribers experience loss or degradation of Signal on some channels or types of service problems which do not require on-premises work:

(1) where such loss or degradation affects fewer than 25 subscribers, repairs shall be completed within 24 hours;

(2) where such loss or degradation affects 25 or more subscribers, repairs shall be commenced within two hours and pursued diligently to completion within 24 hours;

(d) The Licensee shall comply with the following standards for not less than ninety-five percent (95%) of instances in which subscribers experience loss or degradation on all channels simultaneously:

(1) where such loss or degradation affects fewer than 25 subscribers, repair shall be commenced within 2 hours and pursued diligently until completion within 24 hours;

(2) where such loss or degradation affects 25 or more subscribers, repair shall be commenced within 2 hours and shall be pursued diligently to completion within 12 hours.

Section 13.13---**PROTECTION OF SUBSCRIBER PRIVACY**

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

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

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy. Under no circumstances will any employee divulge viewing habits or subscription information of any other Subscriber.

Section 13.14---PRIVACY WRITTEN NOTICE

(a) Prior to 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.

(b) The Licensee may not request any more personally-identifiable information than necessary to confirm the identity of the customer and may not deny service if the Subscriber declines to provide a social security or driver's license number.

(c) If Licensee denies service due to information obtained during any credit check, the Licensee shall make that information available to the Subscriber upon request.

Section 13.15---MONITORING OF SUBSCRIBER PREMISES

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act.

(b) The Licensee shall promptly 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.

(c) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes, including providing services as requested by a Subscriber. 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 13.16---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; and/or
- (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 Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 13.17---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 City, 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 no less than ten (10) business days prior to such disclosure, unless such notification is otherwise prohibited by applicable law or the court.

Section 13.18---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

Section 13.19---**PRIVACY STANDARDS REVIEW**

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

Section 13.20---**BILLING**

(a) The Format of a Subscriber's Bill:

(1) The bill shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Subscribers.

(2) The bill shall contain:

(i) itemized charges for each category of Service and equipment and any installation of equipment or facilities and monthly use thereof (together, "Equipment") for which a charge is imposed (including late charges, if any;

(ii) an explicit due date,

(iii) the billing period, amount of current billing and appropriate credits or past due balances, if any;

(iv) the name and address of the Licensee and telephone number for the Licensee's office responsible for inquiries and billing;

(v) the telephone number specified by the Issuing Authority for the resolution of billing disputes; and

(vi) the telephone number of the Massachusetts Cable Division (of the Department of Telecommunications and Energy.)

(3) The Licensee shall not charge a potential Subscriber or Subscriber for any Service or Equipment that the Subscriber has not affirmatively requested by name. A Subscriber's failure to refuse a cable operator's proposal to provide such Service or Equipment shall not be deemed to be an affirmative request for such Service or Equipment.

(b) Billing Procedures: All bills shall be rendered monthly, unless otherwise authorized by the Subscriber, or unless service was provided for less than one (1) month.

(c) Procedures for Collecting Late Bills:

(1) No bill shall be due less than fifteen (15) days from the date of the mailing of the bill by the Licensee to the Subscriber unless the account is already delinquent.

(2) A bill shall not be considered delinquent until at least twenty (20) days have elapsed from the mailing of the bill to the Subscriber and payment has not been received by the Licensee. Late fees may be applied to a delinquent bill, so long as the billing dispute resolution procedures set forth in Section 13.20 (d) have not been initiated.

(3) The Licensee shall not physically or electronically discontinue service for nonpayment of bills rendered for service until: (i) the Subscriber is delinquent in payment for service; and (ii) a separate written notice of impending discontinuance has been served personally upon a Subscriber; or (iii) at least four (4) days have elapsed after mailing to the Subscriber a separate written notice of impending discontinuance (for which postage is paid by the Licensee), addressed to such Person at the premises where the Subscriber requests billing; or (iv) at least five (5) days have elapsed after a Subscriber has either signed for or refused a certified letter (postage to be paid by the Licensee) containing a separate written notice of impending discontinuance addressed to such Person at the premises where the Subscriber requests billing. Notice of Service discontinuance must clearly state the amount in arrears, the total amount required to be paid to avoid discontinuance of service, reconnection charges if applicable, and the date by which such payment must be made.

(d) Procedure for the Resolution of Billing Disputes:

(1) The billing dispute resolution procedure shall be initiated once a Subscriber contacts the Licensee's department which handles billing questions or the Issuing Authority, orally or in writing, so long as such contact occurs within thirty (30) days from the date of receipt of the bill by the Subscriber. If the Subscriber contacts the Issuing Authority, the Issuing Authority shall notify the Licensee, by mail, by telephone or by electronic means, that the dispute resolution procedure has been initiated and the Licensee shall then contact the Subscriber to discuss the dispute.

(2) The Subscriber shall not be required to pay the disputed portion of the bill until the dispute is resolved. The Licensee shall not apply finance charges, issue delinquency or termination notices, or initiate collection procedures for the disputed portion of the bill pending resolution of the dispute.

(3) The Licensee shall promptly undertake whatever review is necessary to resolve the dispute, and shall notify the Subscriber of the results of the review as soon as it is completed, but in no case later than twenty (20) business days after receipt from the Subscriber of the billing dispute, problem or complaint notification.

(4) The Licensee shall notify the Subscriber of its proposed resolution of the billing dispute, and shall inform the Subscriber that unless an appeal is taken to the Issuing Authority within ten (10) business days of notification, the Licensee's resolution of the dispute shall be considered final. Where no appeal is taken, the amount the Licensee claims is due must be paid within twenty (20) days of notification.

(5) If the Subscriber appeals the Licensee's resolution within the aforementioned period, payment of the disputed amount may be deferred until one (1) week after the Issuing Authority has reviewed and resolved the dispute.

Section 13.21---**OUTAGE CORRECTION AND REPAIR SERVICE**

(a) Interruption of Service: The Licensee shall exercise good faith efforts to limit any scheduled interruption of any Cable Service for any purpose to periods of minimum use. Except in emergencies or incidents requiring immediate action, the Licensee shall provide the Issuing Authority and all affected Subscribers with prior notice of scheduled service interruptions, if such interruptions will last longer than thirty (30) minutes. For any other scheduled service outage, the Licensee must give notice electronically by placing an alphanumeric message on an information Channel or similar Channel on the System from time to time and at least once an hour, at least forty-eight (48) hours before the interruption of service occurs, unless the Issuing Authority authorizes the provision of shorter notice.

(b) Time Periods by Which Outages Must Be Corrected and Repairs Made

(1) Excluding conditions beyond the control of the Licensee, the Licensee will begin working on service interruptions promptly and in no event later than 24 hours after the interruption becomes known. The Licensee must begin actions to correct other service problems the next business day after notification of the service problem. A service interruption means the loss of picture or sound on one or more cable channels.

(2) The Licensee shall maintain, at all times, an adequate repair and service force in order to satisfy its obligations pursuant to Section 13.21 (b), and in cases where it is necessary to enter upon a Subscriber's premises to correct any reception problem or other service problem, the Licensee shall either set a specific appointment time or specify a four (4) hour time block during normal business hours, as requested by the Subscriber or potential Subscriber, during which the Licensee's work crew shall work on the service problem. The Licensee may schedule service calls outside of normal business hours for the express convenience of the Subscriber, provided that the Licensee's customer service representatives shall at all times endeavor to be aware of service or other problems in adjacent areas which may obviate the need to enter a Subscriber's premises.

Section 13.22---**TERMINATION OF SERVICE AND DISCONNECTION**

(a) Termination of Service: As described in Section 13.23 below, the Licensee may terminate service to any Subscriber whose bill has not been paid after it becomes delinquent, so long as the Licensee gives proper notice to the Subscriber as provided in said Section and so long as the billing dispute resolution procedures described in Section 13.20(d) have not been initiated.

(b) Notice of Termination: Notice of service termination shall include the amount of delinquency, date by which payment is required to avoid service termination, and the phone

number of a representative who can handle the matter. The Licensee shall only terminate service on a day and at a time of day when a customer representative can be reached.

(c) Date of Disconnection: If disconnection occurs at the Subscriber's written or oral request, then, for billing purposes, it shall be deemed to have occurred three (3) business days after the Licensee receives the request for disconnection unless (i) it in fact occurs earlier or (ii) the Subscriber requests a longer period.

(d) No Fee for Disconnection: The Licensee shall not charge any fee for disconnection.

(e) Re-Subscription to Cable Service: The Licensee shall not refuse to serve a former Subscriber whose service was terminated, so long as all past bills and late charges have been paid in full unless service was terminated for just cause after reasonable notice is provided to the Issuing Authority.

Section 13.23--**PROCEDURES FOR DISCONNECTION**

(a) Licensee shall follow the procedures set forth in this Section 13.23 in obtaining the involuntary disconnection of Services.

(b) Licensee shall provide any customer, whose account is at least thirty (30) days past due with at least thirty (30) days advance written notice of a prospective disconnection of Service. Such notice may consist of a special notice in or on the monthly billing statement of those Subscribers who are more than thirty (30) days past due. A general statement to the effect that all accounts which are thirty (30) days past due are delinquent and subject to disconnection, which is contained on the billing statement of all Subscribers, will not suffice as the specific notification required by this subsection (b).

(c) In cases of disconnection for delinquent payment, in addition to the notification provided pursuant to subsection (b) of this Section 13.23, the Licensee shall attempt to contact the Subscriber by telephone on the evening prior to dispatching a representative to disconnect Service, and, immediately prior to disconnection, the Licensee's representative shall attempt to make direct contact with the Subscriber at the site to offer the Subscriber the opportunity to correct the delinquency at that time. If at the time of disconnection the Subscriber has not received notice by telephone contact, telephone answering service or by personal contact at the site, the Licensee's representative shall leave a door-hanger or other notice at the site indicating that an attempt had been made to reach the Subscriber by telephone prior to the disconnection and listing the Licensee's customer service telephone number, address and business hours.

Section 13.24--**DISPUTED DISCONNECTIONS**

(a) If Licensee disconnects any Subscriber from Service without cause as defined in Section 13.23, the Licensee shall immediately offer such person free reconnection and one (1) month of free Service of the type which the Subscriber received prior to disconnection. The Licensee shall also provide the Subscriber with a thorough explanation of the Licensee's billing procedures.

(b) If, for reasons of delinquency in payments, Licensee disconnects any Subscriber whose Service has never before been disconnected for delinquent payment and there is a reasonable disagreement between the Licensee and the Subscriber as to the facts of the situation, the Licensee shall give the Subscriber the "benefit of the doubt" and shall immediately offer such person free reconnection.

(c) In the event of a billing dispute, Licensee shall waive any late fee during the period until a final resolution of the dispute is reached, and during such period, the Licensee shall not disconnect such Subscriber based upon the Subscriber's failure to pay any disputed amount in the bill.

Section 13.25--**CREDITS AND REFUNDS**

(a) Grounds: As a result of the Licensee's failure to comply with these consumer protection standards, the Licensee shall provide to each affected Subscriber or potential Subscriber, as applicable, the following credits:

(i) for a failure of the Licensee's crew to arrive at the Subscriber's premises at the scheduled time or within the promised four (4) hour period for any installation service, as provided in Section 13.5 of this Article, a credit equal to the Licensee's published On Time Guarantee;

(ii) for a failure of the Licensee to complete installation of service within the scheduled time period provided for in Section 13.5 of this Article, unless otherwise excused, a credit equal to the Licensee's published On Time Guarantee;

(iii) for any reception problem, including any outage of sound and/or picture on any Channel, as defined in Section 13.21 of this Article, or for any other service problem which remains unrepaired for more than twenty-four (24) hours after either the Licensee receives from the Subscriber a request for repair service (provided that, to the extent access to the Subscriber's premises is required to effect such repair, the Subscriber has granted the Licensee such access), a minimum credit in an amount equal to one-thirtieth (1/30) times the total bill for Cable Services of such Subscriber for the preceding billing period, for each twenty-four (24) hour period during which such reception problem persists for at least four (4) hours;

(iv) for a failure of the Licensee's crew to arrive to correct any outage or make any repair during the stated time period, as specified in Section 13.21 of this Article (except where such failure is excused by Section 16.7 infra or except where such crew is no longer required due to a repair effected in a nearby portion of the System, a credit in an amount equal to the Licensee's published On Time Guarantee; and

(v) for the improper termination of service to a Subscriber, free reconnection.

(b) Purpose: The Licensee agrees that each of the foregoing occurrences necessitating such credits shall result in injury to such Subscribers, which injury will be difficult to ascertain and to prove. The Licensee agrees that each of the foregoing credits is a fair and reasonable

compensation for such injury and that such compensation constitutes liquidated damages, not a penalty or forfeiture.

(c) Calculation: For the purpose of calculating the amount of credit owed, such four (4) hour period shall be deemed to have begun at the time the outage occurred.

(d) Credits: With respect to any credit described in this section, the Licensee shall provide a credit to any eligible Subscriber who makes application therefor by written or oral notice within ninety (90) days after the outage or reception problem occurred.

(e) Refunds: Refund checks shall be issued promptly, but no later than either (a) the Subscriber'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 Licensee if the service is terminated.

(f) No Charge for Repair: The Licensee shall not charge a fee for a service call to perform repair/maintenance on equipment owned by the Licensee or where the Licensee provides diagnosis but does not undertake repair.

Section 13.26---SERVICES TO CUSTOMERS WITH DISABILITIES

(a) The Licensee shall provide the maximum practicable availability of the services and facilities of the Cable System to disabled persons.

(b) There shall be no additional cost for remote control devices for television sets for customers who are mobility-impaired.

(c) There shall be no charge to deliver/pick up remotes or Converters for disabled subscribers.

Section 13.27---NOTICE REGARDING RATE OR PROGRAM CHANGES

(a) As per 207 CMR Section 10.02 (2) or any subsequent regulation, the Licensee shall provide advance notice prior to implementing a rate increase or substantial change, as defined in subparagraph (e) of this Section 13.27, in Programming.

(b) At least thirty (30) days prior to implementing an increase in rates or charges or a substantial change in the number or type of Programming, the operator shall notify the Issuing Authority and all Subscribers of the change and include a description of the rate or change. The notice shall list the old and new rate or charge and, if appropriate the old and new Services.

(c) Subscribers who request a downgrade within the thirty (30) day period between the notice and the effective date of the change cannot be charged a downgrade fee.

(d) While the Licensee has some discretion as to means of written notice, the Issuing Authority has the authority to determine that a particular mechanism is not reasonable. When the changes are substantial, newspaper and electronic bulletin-board publication are not a reasonable means

of providing notice. With substantial changes, the Licensee shall provide a thirty (30) day written notice either as a bill insert or through a separate mailing to the subscriber's residence. Said notice must include a description of the change and a comparison of old and new rates.

(e) For purposes of this section, substantial change is not considered the exchange or elimination of one channel, but is considered to be channel realignments or channel changes that result in a fundamental change to the nature of a service tier.

(f) Whenever the Licensee makes such substantial changes to the channel line up of its Subscriber Network such that the content or the channel number of more than three (3) channels is different from that described in the most recently distributed complete channel line up card, before implementing such changes the Licensee shall send to all Subscribers and the Issuing Authority a complete new channel line up card. If any channel numbers used by Subscriber Converters are different from the channel numbers used by cable-ready television sets, as specified by ANSI standard EIA-542 (1997), the channel line up card shall include both.

(g) When operators stagger subscriber bills throughout the month, the Licensee may provide notice of changes during different periods throughout the month as long as 30 days pass between a subscriber's notice and the beginning date of their next billing period. Notices sent in a bill at the end of the month for late cycle subscribers are insufficient if the changes are effective at the beginning of the following month.

Section 13.28---**ANNUAL SUBSCRIBER OPINION SURVEY**

The Licensee shall, on an annual basis, conduct a survey of subscribers. Said survey will seek customer opinion regarding services and programming. The results of this survey shall be shared with the Issuing Authority within thirty (30) days after completion.

Section 13.29---**RESPECT FOR PRIVATE PROPERTY**

(a) The Licensee shall be held liable if the actions of the Licensee, its representatives, agents, or subcontractors can be shown to have contributed to loss, damage, or theft of equipment or property owned by a Subscriber. The Licensee shall restore any property to as good condition as before the work causing such disturbance was initiated and shall repair, replace, or compensate a property owner for any damage resulting from the Licensee's actions.

(b) Except in the case of an emergency involving public safety or service interruption to a large number of Subscribers, the Licensee shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry.

(c) Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law. For the installation of pedestals or other major construction or installation projects, property owners shall

also be notified by mail at least one week in advance. In the case of an emergency, the Licensee shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made.

(d) During and upon completion of any work by the Licensee, the Licensee shall clean the area around work site.

Section 13.30---**CUSTOMER SATISFACTION, FOLLOW-UP CONTACTS**

The Licensee shall establish and implement a routine follow-up system in order to measure Subscriber satisfaction with the Licensee's response to service requests and resolution of complaints. The Licensee shall annually contact by telephone or postcard at least ten percent (10%) of all (1) residents who recently received repair or installation services, (2) residents upon whose property Licensee conducted construction activities and/or (3) Subscribers submitting service complaints, in order to determine the level of satisfaction or dissatisfaction with the services rendered by the Licensee. Responses to such follow-up contacts shall be logged by the Licensee. The Licensee shall provide the City with access to such logs upon request. The Licensee shall use its best efforts to correct all deficiencies in cable plant or system practices which are revealed by this follow-up policy which are feasible to correct.

ARTICLE 14

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the City any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Final License.

(b) Access to the Licensee's records shall not be denied by the Licensee on the basis that said records contain "proprietary" information. All such information received by the City shall remain confidential insofar as permitted by state and federal law. 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 City Solicitor for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

(c) The Licensee shall provide any other reports required by state and/or federal law.

(d) Investigation: Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a City governmental agency.

Section 14.2--OPEN BOOKS AND RECORDS

The City shall have the right, upon reasonable notice, to inspect and copy at any time during normal business hours, all books, receipts, maps, plans, financial statements, contracts, service complaint logs, performance test results, records of requests for service, computer records, codes, programs, and disks or other storage media and other like material which the City deems appropriate in order to monitor compliance with the terms of this Agreement, or applicable law. This includes not only the books and records of the Licensee, but any books and records the City deems relevant held by Affiliated Person(s), a cable operator of the Cable System, or any person holding any form of management contract for the Cable System. With respect to books and records held by contractors and subcontractors other than entities described in the preceding sentence, the Licensee shall cooperate with the City and exercise Licensee's best efforts to obtain access to the books and records. The Licensee is responsible for collecting the information and producing said information at Newton City Hall for inspection by the Issuing Authority.

Section 14.3--COMMUNICATION WITH REGULATORY AGENCIES

The Licensee shall file with the City all reports and materials submitted to or received from the FCC, the Security and Exchange Commission, or any other federal or state regulatory

commission or agency having jurisdiction over any matter affecting operation of the Licensee's Cable System, including, but not limited to, any proof of performance tests and results, Equal Employment Opportunity reports, and all petitions, applications, and communications of all types regarding the Cable System, or a group of Cable Systems of which the Licensee's Cable System is a part, including any such material submitted by or received by the Licensee, an Affiliate, or any other Affiliated Person on the behalf of the Licensee.

Section 14.4--**QUARTERLY REPORTS**

(a) The Licensee shall submit a quarterly written report to the City due no later than thirty (30) days after the close of each quarter, which shall include:

(1) **Cable System Information and Development:** A summary of the development of the Cable System, including but not limited to, descriptions of services begun or dropped, the number of subscribers for each level of cable, internet and telephone service or any other new services added, the revenue received for each category of service, the number of subscribers gained or lost for each category of service, the number of pay units sold, the number of subscribers using converters, Leased Access Channel Users the number of dwelling units passed and plant miles completed, and any anticipated system or service changes

(2) **Telephone Reports:** The Licensee shall provide a report of telephone traffic, generated from an in-house automated call accounting or call tracking system. Such report shall include the number of calls answered, the number of calls abandoned, hold times, number of calls receiving busy signals during Normal Business Hours, percentage of time during which no telephone service is available. Such report shall also include the number of customer service representatives employed by Licensee, the number of telephone lines used for service calls; the total number of calls received by Licensee; and the number of calls answered within thirty (30) seconds.

(3) **Subscriber Complaints:** The Licensee shall submit on a quarterly basis information as to the number and nature of Complaints received in the previous quarter. The Licensee shall also prepare a summary identifying both the number and nature of the Complaints received and an explanation of their dispositions as such records are kept by the Licensee. Where complaints involve recurrent System problems, the nature of each problem and the corrective measures taken shall be identified. The Licensee shall submit all Subscriber Complaint records available to the Issuing Authority.

(4) **Service Calls:** A summary report showing the number of service calls received, the date service was requested, the date service was delivered, and the date problem was solved, and the percentage of service calls compared to the Subscriber base by type of complaint.

(5) **Outages and Degradations:** A report showing the number of outages and service degradations and identifying separately each planned outage, the time it occurred, its duration, and the estimated area and number of Subscribers affected; each unplanned outage or service degradation, the time it occurred, its estimated duration and the estimated area and the number

of Subscribers affected; and the total hours of outages and service degradations as a percentage of total hours of Cable System operation.

(6) **Statement of Gross Annual Revenues:** A statement of Gross Annual Revenues derived from the operation of the Cable System, certified by the Licensee's Vice President of Accounting or an independent certified public accountant.

Section 14.5--ANNUAL REPORTS

(a) The Licensee shall submit an Annual Report to the Issuing Authority within sixty (60) days of the anniversary date of the execution of the Final License which shall include the following:

(1) **Financial Report:** No later than 120 days after the end of its fiscal year, the Licensee shall provide an annual financial report for the previous calendar year, certified by the Licensee's Vice President of Accounting or an independent certified public accountant, including year-end balance sheet; income statement showing Subscriber revenue from each category of service and every source of non-Subscriber revenue, line item operating expenses, depreciation expense, interest expense, and taxes paid; statement of sources and use of funds; capital expenditures; and depreciation schedule; projected income statement for next two (2) years.

(2) **Cable Division Form 200:** No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Chief Financial Officer.

(3) **Cable Division Form 500:** In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 (See ***Exhibit 13***) to the Issuing Authority, and/or his or her designee(s), as required by the Cable Division. The Licensee shall record all written and verbal Complaints of its Subscribers on said Form 500.

(4) The **Licensee's Rules and Regulations:** A copy of the **Rules and Regulations** and Business Practice Standards, as described in Section 13.6 herein, applicable to Subscribers of the Cable System. Should this information change at any time after the annual submission, the Licensee shall, within 14 days, submit the revised information to the Issuing Authority.

(5) **Organizational Chart:** An organizational chart showing all corporations or partnerships with more than five percent (5%) ownership interest in the Licensee, and the nature of that ownership interest, (limited partner, general partner, preferred shareholder, etc.); and showing the same information for each corporation or partnership that holds such an interest in the corporations or partnerships so identified and so on until the ultimate corporate and partnership interests are identified.

(6) **SEC Filing:** An annual report and SEC 10(k) filing for each entity identified in subsection (5) of this Section that generates such documents.

(7) **Plans and Maps:** A full and complete set of plans, records, and "as built" maps showing the exact location of all System equipment installed or in use in the City, exclusive of Subscriber service drops.

(8) **CAD-CAM Maps:** Licensee shall update CAD-CAM maps annually.

(9) **Rates:** A full schedule of all Subscriber and other user rates, fees and charges.

(10) The Licensee's policies regarding A/B switches.

(11) The Licensee's policies regarding Subscriber privacy. See also Section 13.6.

(12) Annual Technology Report as specified in Section 6.8 (b).

Section 14.6--**SPECIAL REPORTS**

(a) **Construction Reports:** During any periods of system build-out, the Licensee shall submit monthly construction reports regarding the system rebuild or upgrade. The first report shall be done 30 days after construction begins, and the last report shall be done 30 days after the construction is complete. The Licensee must submit updated as-built system design maps to the City, within sixty (60) days of the completion of system construction in any geographic area. The maps shall be developed on the basis of post-construction inspected by the Licensee and construction personnel to assess compliance with system design. Any departures from design must be indicated on the as-built maps, to assist the City in assessing the Licensee's compliance with its obligations.

(b) **Civil or Criminal Proceedings:** The Licensee must submit a copy and full explanation of any notice of deficiency, forfeiture, or other document issued by any state or federal agency instituting any investigation or civil or criminal proceeding regarding the Cable System, the Licensee, or any Affiliate of the Licensee, to the extent the same may affect or bear on operations in the City. By way of illustration and not limitation, a notice that an Affiliate that has a management contract for the Cable System was not in compliance with FCC EEO requirements would be deemed to affect or bear on operations in the City.

(c) **Bankruptcy:** The Licensee must submit a copy and brief explanation of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the Licensee or by any partnership or corporation that owns or controls the Licensee directly or indirectly.

(d) **Additional Reports:** The Licensee shall prepare and furnish to the City, at the times and in the form prescribed by the City, such additional reports with respect to its operation, affairs, transactions or property, as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of the City in connection with this Agreement.

Section 14.7--**CABLE SYSTEM PERFORMANCE**

(a) The Licensee shall perform all tests necessary to demonstrate compliance with the requirements of this License and other performance standards established by law or regulation, and to ensure that the Cable System is operating as expected. All tests shall be conducted in accordance with federal law and rules.

(b) The Licensee shall perform the following tests on its Cable System:

- (1) All tests required by the FCC;
- (2) All other tests specified in this License; and
- (3) All other tests reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this License.

(c) At a minimum, the Licensee's tests shall include:

- (1) Proof of performance for starting up any new construction;
- (2) Semi-annual compliance and proof of performance tests in conformance with generally accepted industry guidelines;
- (3) Tests in response to subscriber complaints;
- (4) Periodic monitoring tests, at intervals not to exceed 6 months, of subscriber (field) test points, head-end (satellite receiver) systems, and condition of standby power supplies.

(d) Special Tests:

(1) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), on either the Subscriber Network or the MFIS, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

(2) Said report shall include the following information:

- (i) the nature of the complaint or problem which precipitated the special tests;
- (ii) the system component (s) tested;
- (iii) the equipment used and procedures employed in testing;
- (iv) the method, if any, in which such complaint/problem was resolved; and

(v) any other information pertinent to said tests and analysis as required.

(3) At the conclusion of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the standards set forth in Section 3.4 supra and *Exhibit 4*, attached hereto.

(e) Written Records: The Licensee shall maintain written Records of all results of its Cable System tests performed by or for the Licensee. Copies of test results shall be submitted to the City within thirty (30) days of test completion.

Section 14.8--SEMI-ANNUAL TESTS

(a) **Frequency of Testing:** The Licensee shall perform such tests twice each calendar year, at intervals of no greater than every seven (7) months, at a minimum of at least ten (10) randomly chosen subscriber television connections in the City, or connections to the Cable System which are the equivalent of standard subscriber connections, including 100-foot cable drops that are connected to the Subscriber tap. At least four (4) of the test locations shall be the far end of the distribution trunk cables. Test points shall include locations with drops configured for each service tier offered by the Licensee, the Cable System head end and all Video Fiber Links.

(b) **Failure of Testing:** The tests may be witnessed by representatives of the City, and the Licensee shall inform the City of the time and place of each test no less than two weeks prior to the test. If ten percent (10%) or more of the locations tested fail to meet the performance standards, then the Licensee shall be required to indicate what corrective measures have been taken, and the entire test shall be repeated at the locations which failed, and at least five (5) additional randomly chosen locations. If a second test results in failure of ten percent (10%) or more, the failure shall constitute a violation of this License, and the City may apply such liquidated damages as it deems appropriate, unless the circumstances of the failure are caused by conditions of Force Majeure, as set forth in Section 16.7.

(c) **Cost of Testing:** The costs of such tests shall be borne exclusively by the Licensee. Data from the above tests shall be submitted to the Issuing Authority and/or his or her designee on a semi-annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Section 3.4 and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement of what corrective action is to be taken.

(d) As required by applicable State or federal law and/or regulation, the Licensee shall conduct, on a semi-annual basis, performance tests to ensure compliance with the technical specifications in Section 3.4 *supra* and **Exhibit 2** attached hereto, including, without limitation:

- (1) Signal level of video carrier of each activated channel;
- (2) System carrier to noise level(s) measured at a low and high VHF;
- (3) System hum modulation measured at any one frequency.

(e) Cumulative Leakage Index tests, at least annually, designed to insure that one hundred percent (100%) of the Licensee's Cable System has been ground or air tested for signal leakage in accordance with FCC standards.

(f) Special tests at the City's request.

(g) Independent Tests: The City may conduct independent tests of the system for which the Licensee shall give its fullest cooperation.

Section 14.9--**UPGRADE OPTION**

(a) **Purpose:** In addition to periodic evaluations pursuant to Section 14.7 herein, the City may also conduct Periodic Technical Reviews of the Cable System. The Licensee shall fully cooperate and assist in conducting such review(s). The purpose of the Periodic Technical Review shall be to evaluate the technical performance and capabilities of the Licensee's Cable System, including the Municipal Fiber Information System to determine whether the Cable System should be upgraded to conform with technical improvements then commonly in use in the industry and available on systems in communities similar to the City. Subject to the provisions below, the City may seek to amend this Final License to have the Licensee upgrade its Cable System to incorporate technical improvements (the "Upgrade Option") as follows:

(1) **City's Initial Review:** To determine whether to invoke the Upgrade Option, the City shall first commence a review of the Cable System. Such review shall be conducted to enable the City to determine the following: (i) whether the Cable System should be upgraded or rebuilt; (ii) whether the Cable System's technical standards should be revised or improved; (iii) whether additional channels, equipment, facilities or support are required for public, educational and governmental use of the Cable System; and (iv) in general, whether any other changes in License requirements should be made. Each determination under this paragraph shall be based upon the reasonable cable-related needs and interests of the City and the community, considering the costs to the Licensee of meeting those needs and interests during the remaining term of the Final License.

(2) **The Licensee's Report:** To assist in the City's initial review, the Licensee shall, at the City's request, promptly submit a report to the City describing (1) characteristics of the Licensee's existing Cable System; (2) state of the art and advances in cable technology nationwide; (3) the potential benefits and disadvantages of those advances for consumers;

(4) any plans or timetables the Licensee may have for instituting such changes in technology; and (5) any additional factors deemed relevant by the City or the Licensee.

(3) **Public Hearings:** If, after conducting its initial review, the City determines that a system upgrade may be warranted, it shall hold a public hearing to enable the general public and the Licensee to comment and to present additional information.

(4) **State of the Art Option/Upgrade Recommendation:** Following such hearings, the City shall determine whether the exercise of the Upgrade Option is warranted, based upon the reasonable cable-related needs and interests of the community, considering the costs to the Licensee of meeting those needs and interests. The City shall issue a written recommendation ("Upgrade Recommendation") stating whether an upgrade is warranted and setting forth the basis for its decision. If an upgrade is recommended, the City shall set forth any relevant conditions.

(5) **The Licensee's Response.** Within sixty (60) days after the City issues the Upgrade Recommendation, the Licensee shall notify the City in writing whether it will comply with the Upgrade Recommendation. If the Licensee is not willing to comply, the Licensee may appeal to any court of competent jurisdiction or notify the Issuing Authority that the Licensee wishes to commence proceedings to renew the License agreement. If, at the time of such notice, more than three (3) years remain in the term of the Final License, such notice shall be deemed, by mutual agreement, to shorten the term of the Final License so that the License shall terminate thirty-one (31) months from the date of the notice.

(6) **Amendment of the Final License.** If the Licensee agrees to comply with the Upgrade Recommendation, the parties shall amend this License Agreement accordingly.

Section 14.10---**DUAL FILINGS**

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

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

ARTICLE 15

EMPLOYMENT

Section 15.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment Opportunities.

Section 15.2---NON-DISCRIMINATION

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

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1---ENTIRE AGREEMENT

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

Section 16.2---CAPTIONS

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

Section 16.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of the Final 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 the Final License.

Section 16.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of the Final 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 16.5---FINAL LICENSE EXHIBITS

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

Section 16.6---**WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Final License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Final License, to enter into and legally bind the Licensee to the Final License and to take all actions necessary to perform all of its obligations pursuant to the Final License;
- (iii) The Final 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 the Final License;
- (v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and
- (vi) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in the Final License is commercially practicable.

Section 16.7---**FORCE MAJEURE**

If by reason of force majeure either party hereto 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; lightning; 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 reasonable control of the Licensee or the Issuing Authority.

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

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber at the time of initial sales presentation (with an acknowledgment by the Subscriber of

receipt of such offer being indicated by initialing the sales agreement), and maintain an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

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

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 16.10---**APPLICABILITY OF FINAL LICENSE**

All of the provisions in the Final License shall apply to the City, the Licensee, and their respective successors and assignees.

Section 16.11---**NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor, City of Newton, City Hall, 1000 Commonwealth Avenue, Newton Centre, Massachusetts 02459, with one (1) copy to the City Solicitor, and one (1) copy to the City's Telecommunications Coordinator and/or such other address as the Issuing Authority may specify in writing to the 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 mailing.

(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-BecoCom, L.L.C., 165 University Avenue, Westwood, Massachusetts 02090, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Final License, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose, in an Newton newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(d) The Licensee shall identify all public hearings relating to the Cable System by periodic announcement on a community bulletin board channel between the hours of seven (7:00) PM and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

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

Section 16.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the City 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 Final License or because of enforcement of the Final License.

Section 16.13---CITY'S RIGHT OF INTERVENTION

The City hereby reserves to itself, and the Licensee acknowledges the City's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Final License, or any provision in the Final License.

Section 16.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Final License shall commence upon the execution of the Final License and shall continue for the term of the Final License except as expressly provided for otherwise herein.

EXHIBITS

EXHIBIT 1

SUBSCRIBER NETWORK DESCRIPTION

The system RCN-BecoCom, L.L.C. ("RCN") has constructed for the City of Newton (the "City") is a Hybrid Fiber Coax ("HFC") design similar to the latest designs used in most major upgrades and rebuilds in the country today. The RCN system is, however, being designed and built to accommodate a full 110 channels of analog signals at 860 MHz. (Most systems being constructed today are designed and constructed to pass analog channels to 550 MHz with the balance of capacity dedicated to digitally compressed video channels.)

RCN has made a business decision to handle the full complement of channels in an analog medium in the event the digital delivery platforms do not perform to RCN's satisfaction. RCN's design will have sufficient performance built in to implement digital technology at the appropriate time while still being capable of delivering 110 channels of programming upon activation.

RCN will install a "Hub" in the City that will be connected with Pirelli single mode fiber optic cable to RCN's newly constructed 110 channel primary head-end site located in South Boston. RCN will use a dual laser concept that will provide automatic backup of the optical system. Upon sensing a loss of signal, this switching system will automatically switch to an alternate laser and fiber cable to permit uninterrupted signals to the City. The RCN Hub will consist of optical receivers and Distributed Feedback ("DFB") lasers manufactured by Harmonic Lightwaves. Each DFB laser will, on average, serve no more than two (2) to four (4) optical nodes. The field mounted optical nodes will be manufactured by General Instruments and will service no more than 500 homes each, thereby minimizing the number that could be affected by a single point of failure.

All of the optical components will be monitored through a network management system that will be monitored at the local system level as well as through RCN's centralized Network Operations Center to ensure constant surveillance. This same network will monitor all pole-mounted power supplies in the same manner. The power supplies being used by RCN are the latest Lectro Products ZTT (Zero Transfer Time) units. These power supplies are battery back-up units to minimize interruptions associated to power failures or brown-outs.

Each fiber node in the City will have no more than two (2) active radio frequency ("RF") amplifiers in cascade off of any leg of the node. This will provide additional reliability by limiting the number of subscribers served from any active component. The RF electronics are manufactured by General Instruments and are also designed to handle 110 analog channels of delivery. The coaxial system will be constructed in its entirety using Commscope .625 jacketed cable, LRC connectors and Canusa shrink boot for weather protection. RCN will use 1 GHz Milenium subscriber taps with features such as "cam port" for better signal delivery and a power passing feature that, in the event a face plate is removed, signal will not be interrupted to customers beyond this point. The power passing feature will also provide for the future ability to power in-home devices such as coaxial-based telephone systems.

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RCN will utilize subscriber drop cable that consists of an RG-6 quad shield coaxial cable mated with a multi-pair copper cable to permit both telephone and video services to be fed from a single wire service line. Additionally, RCN will install an apartment style box on the side of the home that will terminate both the coaxial and telephone connections in a neat and orderly manner.

EXHIBIT 2

RCN MUNICIPAL FIBER INFORMATION SYSTEM DESCRIPTION

General Description: The Licensee shall provide single-mode fiber optic cable strands to be used as part of a Municipal Fiber Information System ("MFIS") for the City. The strands shall interconnect buildings with a spoke-and-hub (sometimes called "star") network topology, centered on the Licensee's Hub Site. A bundle of fibers sufficient to allow each spoke fiber to be extended to City Hall shall connect the Licensee's Hub Site with City Hall, which the City will use as its interconnecting hub. These fibers shall be used exclusively for the MFIS and Video Fiber Links and may not be used by the City to provide capacity to others without RCN's prior consent, which consent will not be unreasonably withheld.

Specifically,

- (1) The MFIS shall include one (1) one-hundred and forty-four (144) fiber bundles from the Licensee's Hub Site to the City's MFIS hub in Newton City Hall. These fibers shall be initially allocated as shown in Exhibit 3.
- (2) The MFIS shall include a drop consisting of a bundle of six (6) or more fibers from the street to each of the buildings listed in Exhibit 3. Two (2) of these fibers shall lead to the Licensee's Hub Site. Certain of the buildings shall have more than two fibers leading to the Licensee's Hub Site, as also specified in Exhibit 3(B).
- (3) One end of every MFIS fiber shall terminate in a patch panel at Licensee's Hub. Licensee shall interconnect the fibers at the patch panel located at the Licensee's Hub as specified from time to time by the City.
 - (a) At the Hub;
 - (b) At buildings with existing Local Area networks (LANs), in the LAN main data cabinet or main wiring closet. For locations with a cabinet or standard rack, the Termination shall be in a rack-mounted fiber-patch panel. For locations without a cabinet or standard rack, the Termination shall be in a fiber-patch panel mounted in a self-contained box mounted not more than two (2) meters from the LAN Hub stack.
 - (c) At buildings without existing LANs, in a fiber-patch panel located in a self-contained box mounted at a location specified by the MFIS Administrator.
- (4) All MFIS fibers leading to City buildings shall have a Licensee-provided Termination in the form of six-, twelve-, or 144- fiber patch panels located in that building, in a place to be designated by the City.

(5) All MFIS fibers shall be single-mode and capable of providing data services between and among the buildings designated by the City during the term of the Final License. Any and all Signals on the MFIS shall be those specified by the City.

(6) At certain locations designated by the City and identified in Exhibit 9, fibers will be allocated for use as Video Fiber Links. At each such location, licensee shall provide a video modulator as specified in Section 7.4 of this Final License, whose input consists of signals from baseband video equipment belonging to the Issuing Authority and/or his or her designee(s) and whose output is fed together with any other RF video signals to a signal combiner which, in turn, is fed into an analog modulated laser. This laser will have an approximate bandwidth of 330 MHz and be capable of supporting up to ten (10) video channels.

EXHIBIT 3

**CITY OF NEWTON MUNICIPAL FIBER INFORMATION SYSTEM
EXISTING SITE LOCATIONS**

A. Buildings with two (2) strands connected to the Licensee's Hub Site:

1. School Buildings

Angier School
Bigelow Middle School
Bowen School
Burr School
Brown Middle School
Cabot School
Carr School Building
Countryside School
Day Middle School
Franklin School
Horace Mann School
Lincoln Elliot School
Mason Rice School
Memorial Spaulding School
Newton North High School
Newton South High School
Oak Hill School
Pierce School
Underwood School
Ward School
Williams School
Zervas School

2. Municipal Buildings

Brigham House
Building Department
Crafts Street Garage
Crafts Street Stable
Elliot Street Garage
Fire Headquarters
Fire Station #1
Fire Station #2
Fire Station #3
Fire Station #4
Fire Station #7
Fire Station #10

Health Department
Housing Rehab Fund (495 Waltham Street)
Jackson Homestead
Library-Auburndale
Library-Waban
Library-Nonantum
Library Newton Corner
Police Headquarters
Police Department Annex
Recreation Headquarters
Senior Center
Water Department

3. Other Buildings

Boston College

B. Buildings with more than two (2) strands connected to the Licensee's Hub Site:

<u>Location:</u>	<u>No. of Strands:</u>
1. City Hall (one 144-strand bundles)	144
<u>Breakdown:</u>	
MFIS, two pairs for each of 50 buildings	105 strands
Video Fiber Link to Access Corporation	1 strand
Internet Access Service from Licensee	2 strands
Defective strands as of 10/2000	2 strands
Spares	34 strands
TOTAL	144 strands
2. Access Corporation:	7 strands
<u>Breakdown:</u>	
MFIS	2 strands
Video Fiber Link to Licensee's Hub	1 strand
Video Fiber Link from Licensee's Hub	1 strand
Video Fiber Link from City Hall	1 strand
Video Fiber Link from Education Center	1 strand
Video Fiber Link from Main Library	1 strand
TOTAL	7 strands
3. Newton Free Library	3 strands
<u>Breakdown:</u>	
MFIS	2 strands
Video Fiber Link to Access Corp.	1 strand
TOTAL	3 strands

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4. Education Center	3 strands
<u>Breakdown:</u>	
MFIS	2 strands
Video Fiber Link to NCAC	1 strand
TOTAL	3 strands
5. Newton-Wellesley Hospital	4 strands (unused)
TOTAL	4 strands

EXHIBIT 3A

CHANGES TO CITY OF NEWTON MUNICIPAL FIBER INFORMATION SYSTEM

1. Additional fiber pairs to the Licensee's Hub Site
 - Seventeen (17) buildings to be designated
2. Fiber pairs to be removed
 - Newton-Wellesley Hospital - pair #1
 - Newton-Wellesley Hospital - pair #2
 - Boston College - pair #3
3. The additional fiber pairs listed in paragraph (1) above are to be patched to spare strands in the fiber bundle from the Licensee's Hub to City Hall, which may include spares created by the removals specified in paragraph (2).

EXHIBIT 4

FCC TECHNICAL SPECIFICATIONS

{ See Attached }

EXHIBIT 5

TREE TRIMMING/PRUNING REQUIREMENTS

Section 1---TREE PRUNING SCHEDULE

(a) The Licensee shall comply with the tree pruning procedures outlined in this Section which were established in consultation with the City's Urban Tree Commission and the Commissioner of Parks and Recreation of the City of Newton. Prior to performing any tree pruning on public shade trees located within the City of Newton, the Licensee, and/or its representatives, shall schedule an appointment and meet with the Commissioner of Parks and Recreation to discuss the broad overview of its plans. The Licensee shall prepare and submit to the Commissioner of Parks and Recreation or her designee, hereinafter "the Recreation Commissioner", maps to indicate the sections of the City in which it plans to work and an approximate timetable for the work.

(b) The Licensee will assign a "point person" to be responsible for communicating in writing (and/or by e-mail or fax) all tree pruning and daily work scheduled to the Recreation Commissioner, 70 Crescent St, Newton MA 02466 (Telephone: 617-552-7123, fax 617- 522-7133. This point person shall contact the Recreation Commissioner during normal business hours prior to beginning work and (weekly or daily) thereafter at any time when Licensee is performing tree pruning work in Newton.

(c) The written schedule shall include the following information: date, address including house number, street, village, zip code, type of work done, who did the work (crew identification, type of pruning and the number of trees to be pruned, the supervising arborist and his certification number.)

(d) No less than thirty (30) days prior to starting any tree pruning, the Licensee shall notify the Recreation Commissioner of the name, address and contact telephone number of the tree contractor to be used by the Licensee, or, if the Licensee is using its own employee(s) for such pruning, then the name and contact telephone number(s) of said employee(s). The Licensee shall arrange for a meeting between the Recreation Commission and said tree pruning contractor and/or the Licensee's employee(s) thirty (30) days in advance of beginning tree pruning work in the City in order to facilitate the review of tree pruning procedures and to work out a schedule for any necessary tree pruning.

Section 2---CERTIFIED ARBORIST

The Licensee shall assign a certified arborist to review the pruning work done to trees and the certified arborist will sign and affix his stamp that the tree work was done properly using the guidelines listed below in Section 6.3.

Section 3---**DESCRIPTION OF PERMITTED PRUNING**

(a) All pruning will meet the industry standard such as ANSI300 pruning Specifications, Section Z133 and the Massachusetts Tree Warden and Foresters' Association Tree Trimming Guidelines for Utility Line Clearance update June 2000 (draft enclosed). All work will be done under the supervision of a certified arborist that will be responsible for the supervision of the tree pruning work performed by or on behalf of Licensee. A copy of said ANSI Pruning Specifications will be kept on file in the Office of the Recreation Commissioner.

(b) The Licensee shall not remove any tree. If a tree is found to be a hazard, or risk to public safety, then the Licensee shall inform the Recreation Commissioner of the location of said tree. The Recreation Commissioner will determine whether such tree must be removed.

(c) The Recreation Commissioner will allow the Licensee to make a circular uniform shape to give the cables clearance. This circular shape clearance shall not exceed a maximum of a six-foot total diameter, three (3) feet on either side of the tree's central stem. This clearance shall be as small as possible. The Licensee shall obtain the permission of the Recreation Commissioner prior to making any clearance exceeding this standard.

(d) If branches are cut back, a proper arboricultural cut must be made at the side branch that is at least one third the diameter of the limb at the point of cut.

(e) Pruning tools should be designed and maintained to provide proper cuts. Pole mounted circular saws and pole mounted chain saws shall not to be used to cut branches more than two inches in diameter.

(f) No live branches greater than six inches in diameter may be cut without prior approval of the Recreation Commissioner.

(g) If the Licensee encounters dead, split or dangerous limbs greater than four (4) inches in diameter while pruning trees, Licensee shall notify the Recreation Commissioner of the location of the same.

Section 4---**DESCRIPTION OF BRANCH, LIMB AND WASTE REMOVAL**

(a) Unless otherwise instructed by the Recreation Commissioner, all cut branches, limbs and/or other similar debris will be removed from each work area the day that the work is done. Chipping of brush and clean up of debris shall be continuous operations. Brush shall be chipped and all debris shall be raked up from the road, sidewalks, driveways, road shoulders and lawns before the truck moves to the next location. All rakings and sweepings shall be hauled away. Wood too large to chop shall be cut up in sections no greater than thirty-six inches (36") in length and piled in a location that will not present a traffic or pedestrian hazard. The Licensee or its tree contractor shall remove any such wood left behind within one week. The Licensee shall reimburse the City for all costs incurred in connection with the removal of any debris left behind.

(b) The Licensee shall indemnify, hold harmless and defend the City of Newton, its agents, officers and employees, including but not limited to the Recreation Commissioner, of and from any and all claims for damages resulting from tree pruning work performed by the Licensee or persons hired by the Licensee.

(c) The Licensee shall verify that trees to be pruned are growing within the public right of way. Licensee must obtain permission from the landowner prior to performing any work on private trees.

Section 5---POLICE DETAIL

The Newton Police may require a Detail Officer in connection with tree pruning work performed on certain main roads during normal business hours. The Licensee shall make all necessary arrangements for obtaining a Detail Officer when required by the Newton Police, including paying the compensation for this Officer.

Section 6---SUPERVISION OF WORK BY THE LICENSEE, FINES

(a) The Licensee shall ensure that all the crews and subcontractors are trained and supervised and that a certified arborist shall supervise the work being done in Newton. For purposes of this Section, "certified arborist" shall mean an arborist certified by the Massachusetts Arborists Association, or any successor organization.

(b) If the Licensee fails to provide a certified arborist, the Recreation Commissioner may issue a Stop Work Order and shall inspect all work completed by the Licensee without the required certified arborist for compliance with the provisions hereof. The Licensee shall notify the Issuing Authority of any stop work order(s) issued pursuant to this Section. The Licensee shall be billed for the Recreation Commissioner's time to inspect such previously completed work at a cost equal to the hourly rate of the Recreation Commissioner in effect at the time of such inspection for the total number of hours it takes to complete such review.

(c) All fees paid pursuant to this paragraph shall be deposited into a separate Parks and Recreation account designated for purchasing, planting and maintaining trees.

(d) The Recreation Commissioner may inspect the Licensee's tree pruning work by site visit to the work site during or after completion of pruning by the Licensee. If the Recreation Commissioner determines that the work was not done properly and the health and safety of the tree (s) has been jeopardized as a result of such improper pruning, then the Licensee shall reimburse the City for all costs incurred by the City in caring for and/or replacing each such damaged tree.

(e) Damage to trees will be based on the current replacement market value of the tree. In the event that a tree of the same size as measured in DBH (diameter at breast height) inches cannot be purchased for replacement, then the Licensee shall be required to purchase the requisite

number of smaller replacement trees such that the total DBH of such trees, when added together, equals the total DBH of the tree that was required to be replaced.

Section 7 --- LICENSEE TO ANSWER CITIZEN'S COMPLAINTS.

(a) The Recreation Commissioner may notify the Licensee and the Issuing Authority of complaints received concerning Licensee's tree pruning. The Licensee shall respond to the Recreation Commissioner, with a copy to the Issuing Authority with respect to each such complaint. The Licensee shall correct any damage complained of within a reasonable amount of time after receipt of a complaint, or shall pay to the City any costs incurred in correcting the same.

(b) When there are complaints of a serious nature, or if serious damage is done to a tree or trees, the Issuing Authority or the Recreation Commissioner may, in his/her discretion, issue a Stop Work Order and notify the Issuing Authority. If the Licensee or crews working on its behalf continue work after the issuance of a Stop Work Order, then the shall be subject to a fine in the amount of \$300 per day plus the fees described in Section 6.7 of this Exhibit 5.

(c) All fees paid pursuant to this paragraph shall be deposited into a separate Parks and Recreation account designated for the purchasing, planting and maintaining trees.

EXHIBIT 6
PROGRAMMING

It is the Licensee's intention to have the following channel line-up upon System Activation, subject to applicable law and the Licensee's editorial discretion.

(See attached)

EXHIBIT 7

VIDEO CASSETTE RECORDER (VCR) POLICIES AND OPTIONS

RCN delivers its basic cable service by way of a clear signal not scrambled. RCN's signal delivery affords customers, at the customer's discretion, full use of their television, remote control and VCR. Customers have the ability to use all the VCR functions conveniently as directed in the VCR user guide or manual.

In the event the customer's television or VCR does not have the ability to receive all basic cable service or in the event that premium channels have been ordered, a cable television converter will be needed. The converter will allow the customer to view all the premium and basic channels they have ordered.

RCN uses a General Instrument Jerrold CFT-2200 converter. The CFT-2200 is a state-of-the-art converter terminal that is simple to use. On screen programming allows customers to point and click for option and choices.

Each converter installed comes with an easy to understand user guide. At the time of installation, the technician will be able to instruct the customer on how to use the CFT-2200. VCR programming has easy to follow instructions that will allow the customer to record up to sixteen (16) programs at any time, either for one (1) day or 365 days.

If a customer has questions about using the CFT-2200, Customer Care Specialists are as close as the telephone (1-800-891-7770).

EXHIBIT 8

**FREE DROPS AND MONTHLY SERVICE
TO MUNICIPAL, SCHOOL, AND OTHER BUILDINGS**

The following public buildings and non-profit organizations shall continue to receive the following Drops and/or Outlets and the monthly Basic Service at no charge:

{ See Attached }

EXHIBIT 9

VIDEO FIBER LINKS

The Licensee's Video Fiber Links shall connect the following points:

1. Origination: Aldermanic Chambers, City Hall
Termination: NCAC Studio
2. Origination: School Committee Meeting Room, Education Center
Termination: NCAC Studio
3. Origination: Druker Auditorium, Newton Free Library
Termination: NCAC Studio
4. Origination: NCAC Studio
Termination: Licensee's Hub
5. Origination: Licensee's Hub
Termination: NCAC Studio
6. Site to be determined
7. Site to be determined
8. Site to be determined

EXHIBIT 10

GROSS ANNUAL REVENUES REPORTING FORM

OPERATOR: RCN-BecoCom, LLC

City of Newton, MA

ADDRESS: _____

PERIOD FROM: _____

REVENUE SOURCE	Units (avg. Of Period)	Months in \$ Period X	Gross Revenue \$ X	Fee % =	\$ License Fee	\$ YTD
Installation						
Additional Outlets						
Extraordinary Installation						
FM Installation						
Bulk Installation						
Disconnect						
Other Installation (VCR Reconnection, etc.)						
Total Installation Income						
Basic Cable						
Tier I						
Tier II						
Premium						
Premium						
Premium						
Premium						
Additional Outlet Rate						
P.P.V.						
FM Service						
Bulk Service (Equivalents)						
Converter/ Remote Rentals						
Other						

**GROSS ANNUAL REVENUES REPORTING FORM
CITY OF NEWTON, MASSACHUSETTS
PAGE TWO**

Revenue Source	Units (avg. of Period)	Unit Price \$ (each. mo.)	Months in \$ Period X	Gross Revenue \$ X	Fee % =	License \$
Total Interactive Income						
Cable Modem						
Other						
Total Interactive Income						
Local Advertising						
National (% gross)						
Shopping Services						
Rent						
L.O. Income						
Mailing Inserts						
Total Non-Subscriber Income						

**GROSS ANNUAL REVENUES REPORTING FORM
CITY OF NEWTON, MASSACHUSETTS
PAGE THREE**

Revenue Source	Unit Price \$ (each/mo.)	Months in \$ Period X	Gross Revenue \$ X	Fee % =	\$ License Fee	\$ YTD
Revenue Source						
Less Bad Debts						
Plus Bad Debt Recovery						
Net Bad Debts (-)						
Total Other Income						
TOTAL REVENUES						
Adjustments						
TOTAL DUE TO CITY OF NEWTON						

Explanatory Notes:

Adjustments (Specify):

Instructions: Fill out complete form. If a particular income item is not pertinent to the Newton Final License, please draw a line through the appropriate boxes. Areas left blank will be assumed to be inadvertent omissions and the form will be returned by the City to the Licensee for completion. Unit average of period is applicable only to those items for which a monthly (or portion thereof) rate is charged. Specify when "other" category is used. Prior period totals must equal YTD total. If promotional discount lowers normal average during period please indicate. If rates increased or lowered during period, please indicate starting dates. Multi-family installation income spread over a period of a contract will be reported when earned.

Authorized by:

Title:

EXHIBIT 11

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.
- (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.
- (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.
 - (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.
- (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.
- (5) 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.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 12

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 License authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The License 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 License term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current License 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 Licensee representatives will be available to respond to customer telephone inquiries during normal business hours.

(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 Licensee 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 percent (95%) 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 which is convenient for the customer.

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

(i) Notifications to subscribers--

(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 Issuing 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, License 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, "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 13

CABLE DIVISION FORM 500

(See Attached)

EXHIBIT 14

THE LICENSEE'S SAFETY STANDARDS

(See Attached)

SIGNATURE PAGE

In Witness Whereof, this Final Cable Television License is hereby issued by the Mayor of the City of Newton, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by RCN-BecoCom, L.L.C.

David B. Cohen
Mayor of the City Of Newton,
as Issuing Authority

DATED: **September __, 2001**

RCN-BecoCom, L.L.C.

BY:

TITLE:

DATED: **September __, 2001**