

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

JULY 18, 2022

**BOARD OF SELECTMEN
TOWN OF NORTHBOROUGH,
MASSACHUSETTS**

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EXHIBITS

EXHIBIT A -- MUNICIPAL AND SCHOOL BUILDINGS TO BE PROVIDED CABLE SERVICE SUBJECT TO SECTION 3.3

EXHIBIT B – FORM OF PERFORMANCE BOND

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

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

WHEREAS, the Issuing Authority granted to Licensee effective as of July 21, 2008, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of ten (10) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town.

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

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gross Revenue shall not include:

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

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

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

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

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

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

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

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

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

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

1.16.11. Program launch fees;

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

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

1.17. *High Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.18. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

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

1.20. *Issuing Authority:* The Board of Selectmen of the Town of Northborough.

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

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

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

1.24. *Non-Cable Services:* Any service that does not constitute the provision of Cable Services, including, but not limited to, Information Services and Telecommunications Services.

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

1.26. *PEG Access Channel:* An Access Channel made available to the Town and/or the PEG Access Designee for PEG Access Programming pursuant to the terms of this License and managed by the Issuing Authority and/or its PEG Access Designee(s).

1.27. *PEG Access Designee:* Any entity designated by the Issuing Authority for

the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

1.28. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License, and applicable laws.

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

1.30. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.31. *Public Access Channel*: An Access Channel available for the non-commercial use by the residents in the Town and/or the PEG Access Designee.

1.32. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including compatible public utility easements or any other easements or rights of way dedicated for compatible uses, and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services. Reference herein to a “Public Rights-of-Way” shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

1.33. *Service Area*: The entire existing territorial limits of the Town.

1.34. *Standard Definition (“SD”) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.35. *State*: The Commonwealth of Massachusetts.

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

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

1.38. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

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

1.40. Title VI: Title VI of the Communications Act.

1.41. *Town*: The Town of Northborough.

1.42. *Transfer of this License*:

1.42.1. Any transaction in which:

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

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

1.42.2. However, notwithstanding Sections 1.42.1.1 and 1.42.1.2 above, a Transfer of this License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00 et. seq.).

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

1.44. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this License and the Massachusetts Cable Law, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. This License grants no authority for the Licensee to use the Public-Rights-of-Way within the Town for any purpose other than as provided herein. However, nothing in this License shall be construed to prohibit or limit the Licensee from offering any service over the Cable System

that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied. The Licensee's FTTP Network in the Public Rights-of-Way is subject to M.G.L. c. 166, s. 22, and as such is subject to regulation by the Town consistent with that law, including all lawful and applicable Town bylaws and regulations regarding rights-of-way and public works matters, including rights-of-way management requirements with regard to public safety and other legitimate municipal concerns. To the extent that grants of location may be required for the ownership, operation and maintenance of the Cable System along the Public Rights-of-Way within the Town, the Town reserves the right to require that Licensee obtain grants of location and comply with such grant of location requirements.

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

2.3. *Term:* The term of this License shall be for a period of five (5) years, commencing on July 18, 2022 (the "Effective Date"), and shall expire at midnight on July 17, 2027, unless the License is earlier terminated by Licensee pursuant to the terms of Sections 2.4 or 2.5 of this License or revoked by the Issuing Authority as provided herein.

2.4. *Termination:* Notwithstanding any provision herein to the contrary, following the thirtieth (30) month after the Effective Date, Licensee may terminate this License upon one hundred and eighty (180) days' written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1 If the Issuing Authority enters into any franchise agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Town and provided that such terms or conditions can be reasonably demonstrated to materially and adversely affect Verizon's competitive position relative to any VSP that has entered an agreement, etc. that is deemed materially less burdensome, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice, commence negotiations to modify this License to create reasonable competitive equity between Licensee and such other VSPs. Any modification of the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR § 3.07. The PEG Grant and

PEG Access Support, as provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5.1 or 2.5.2.

2.5.2 In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

- a. commencing license renewal proceedings in accordance with 47 U.S.C. § 546 with the License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;
- b. terminating the License within three (3) years from written notice to the Issuing Authority;
- c. submitting the matter to mediation by a mutually-acceptable mediator;
- d. submitting the matter to the Cable Division of the Massachusetts Department of Telecommunications and Cable; or
- e. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association.

2.5.3 PEG Grant and PEG Access Support payments under this License shall be modified in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder.

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

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

2.8. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon

Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

2.9. *No Waiver:*

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

2.9.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this License, nor shall it excuse the Town from performance, unless such right or performance has been specifically waived in writing by the Licensee.

2.10. *Construction of License:*

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

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

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

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Licensee; (F) in areas, developments, buildings, or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development,

building, or other residential dwelling unit by using Licensee’s existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas, developments, buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date where the average density at the time of the request for Cable Service is equal to or less than twenty (20) residential dwelling units per aerial mile and forty (40) residential dwelling units per underground mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line and where Licensee has not secured written agreements for the provision of Cable Service from at least twenty (20) residential dwelling units per mile, or where Licensee is unable, after good faith efforts, to make Cable Service available on a commercially reasonable basis.

3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and the Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Licensee shall provide Cable Service, Licensee shall be required to connect, at Licensee’s expense, all residential dwelling units that are within one hundred fifty (150) feet of trunk or feeder lines not otherwise already served by the Licensee’s FTTP Network. The Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet as well as actual costs incurred to connect any non-residential dwelling unit Subscriber and Licensee shall disclose such costs to the Subscriber prior to, or at the time of, such installation.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC’s 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the “621 Order”), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order’s requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, the Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR § 3.07.

4. SYSTEM FACILITIES

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

4.1.1. The Cable System shall be operated with an initial digital passband of between 50 and 860 MHz.

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

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

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

4.2. *Emergency Alert System:* The Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

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

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Set Aside; Interconnection:*

5.1.1. The Licensee shall continue to make available to the Town and/or the PEG Access Designee, as designated in writing by the Issuing Authority, three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel, for a total of four (4) PEG Access Channels.

5.1.2. The Licensee shall make one (1) HD PEG Access Channel available to the Town and/or the PEG Access Designee, as designed in writing by the Issuing Authority, as follows: Starting on the Effective Date, the Issuing Authority may make a written request for the HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority’s written request, the Licensee shall make the HD PEG Access Channel available to Town or the PEG Access Designee within two hundred and seventy (270) days of the Licensee’s receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in the written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct

programming, or from distinct programming to an HD simulcast of the existing SD PEG Access Channel, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or 1080i. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term of this License. The HD PEG Access Channel may not be available at all times during the term of this License on Licensee's Basic Service Tier, and in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the PEG Access Designee, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Town and/or the PEG Access Designee determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.2. *PEG Interconnection and Cablecasting:*

5.2.1. The Licensee shall continue to connect to equipment owned by the Issuing Authority and/or the PEG Access Designee at Algonquin Regional High School, 79 Bartlett Street, Northborough, MA 01532 (the "PEG Interconnection Site"). The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or its PEG Access Designee.

5.2.2. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Issuing Authority's PEG equipment shall be at the output of the Issuing Authority's signal processing equipment at the PEG Interconnection Site. The Issuing Authority and/or the PEG Access Designee shall be solely

responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Issuing Authority or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Issuing Authority's side of the demarcation point and used to generate or administer any PEG Access signals, except as necessary to implement the Licensee's responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee's System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee's System without Licensee's prior written consent.

5.3. *PEG Grant:*

5.3.1. The Licensee shall provide equipment and/or facilities funding to the Issuing Authority and/or the PEG Access Designee, as directed by the Issuing Authority, for the support of the production of local PEG Access Programming and/or other cable-related purposes in the total amount of One Hundred Fifteen Thousand Dollars (\$115,000.00) (the "PEG Grant"), payable as follows: (i) Thirty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Four Cents (\$38,333.34) within forty-five (45) days of the Effective Date; (ii) Thirty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$38,333.33) on or before the first (1st) anniversary of the Effective Date; and (iii) Thirty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$38,333.33) on or before the third (3rd) anniversary of the Effective Date. The Town and/or the PEG Access Designee shall own all equipment purchased with funding pursuant to this Section 5.3.1, and the Licensee shall have no obligation to maintain, repair, replace or insure any such equipment.

5.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligations set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Town. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Town. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee's PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other VSP's failure to provide a cash grant in accordance with the schedule set forth in such VSP's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary

contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

5.4. *PEG Access Support:*

5.4.1 The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses (“PEG Access Support”) in the amount of four percent (4%) of the Licensee's annual Gross Revenue, subject to the limitation in Section 6.2; however, if the Town issues or renews any cable licenses after the Effective Date that provide for a higher or lower percentage of PEG Access Support, then the percentage of the Licensee’s PEG Access Support payments shall be increased or reduced to match such higher or lower percentage over that same time period. The Issuing Authority shall place Licensee’s PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority’s control.

5.4.2 The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar quarter. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Licensee in accordance with FCC rules, regulations, standards or orders.

5.5. *PEG Operational Rules.* The Issuing Authority and/or its PEG Access Designee shall establish rules and regulations that require all local producers and users of any of the PEG facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and Licensee harmless for same, subject to applicable federal statutory and FCC requirements. The Issuing Authority or its PEG Access Designee shall establish rules and regulations for use of PEG facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this Section 5.5.

5.6. *Recovery of Costs.* To the extent permitted by federal law, the Licensee shall be allowed to recover the costs of PEG interconnection, the PEG Grant, PEG Access Support payments, and any other costs arising from the provision of PEG services from Subscribers and to include such costs as separately billed line items on each Subscriber’s bill. Without limiting the foregoing, if allowed under state and federal laws, Licensee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

5.7 *Non-Commercial Programming.* The Issuing Authority and/or PEG Access Designee shall not use the PEG Access channels to provide for-profit commercial programming.

Nothing in this Section shall prohibit the Issuing Authority and/or PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.8 *Late Payments.* In the event that the PEG Grant, the PEG Access Support fee or the License Fee is not paid within thirty (30) days after the due dates set forth in this License for such payments, then interest shall accrue from thirty (30) days after the due date until the date paid at a rate equal to one percent (1%) above the Prime Rate.

5.9 *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. LICENSE FEES

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

6.2. *Maximum License/Franchise Fee Obligation:* Any fee, tax, assessment, grant, contribution of any type (including in-kind) or expenditure paid or incurred by the Licensee under this License and/or under applicable State law in connection with the provision by Licensee of Cable Service in the Service Area is subject to classification as a “franchise fee” and the five percent (5%) cap on such fees in accordance with Sections 622(b) and (g) of the Communications Act (47 U.S.C. § 542) and applicable federal rules and regulations.

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

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

6.5. Recomputation:

6.5.1. Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein 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.

6.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after receipt

of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this License, which audit shall be applicable to the previous three (3) year period in accordance with Section 6.4 above. If, after such audit and re-computation, an additional fee is owed to the Town, then such fee shall be paid within thirty (30) business days after such audit and re-computation, together with any applicable late charges calculated pursuant to Section 5.8 above.

6.6. *Method of Payment:* All License Fee payments by the Licensee to the Town pursuant to this License shall be made payable to the Town and deposited with the Town Treasurer.

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.3. *Denial of Service:* Subject to applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by the Licensee's terms and conditions of service.

8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect at an office of the Licensee, the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town during Licensee's regular business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. If

the Licensee believes that the requested information is confidential, then the Licensee shall provide the following documentation to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps to the extent consistent with public records laws to protect the confidential nature of any books, records, maps, plans or other requested documents that are provided to the extent they are designated as such by Licensee in accordance herewith, including without limitation, cooperating with the Licensee's exercise of its rights to protect its confidential information from public disclosure. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

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

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

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

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

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

8.2.5. A map showing the area of coverage for the provisioning of Cable Services.

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

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

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

with a written report with respect to Licensee's compliance within thirty (30) days after the conclusion of such evaluation session.

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

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance*:

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

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury and six million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance in the amount of six million dollars (\$6,000,000) combined single limit for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: \$100,000 bodily injury by accident/\$100,000 disease-each employee/\$500,000 disease-policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s) the Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

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

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

9.2. *Indemnification:*

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

9.2.2. With respect to the Licensee's indemnity obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the Town and the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such proposed settlement.

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

10. TRANSFER OF LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of this License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application and forms therefore as provided by the FCC and the Cable Division. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.42 above, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR § 4.01, in which case such transaction shall be subject to the Cable Division’s transfer regulations (207 CMR §§ 4.00 et. seq.). The transferee of any Transfer of this License shall be subject to the terms and conditions contained in this License.

11. RENEWAL OF LICENSE

11.1. *Governing Law:* The Town and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, the Massachusetts Cable Law and Section 13.12 below.

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

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

11.4. *Consistent Terms:* The Licensee and the Town consider the terms set forth in this Article 11 to be consistent with the express provisions of Section 626 of the Communications Act.

12. ENFORCEMENT AND TERMINATION OF LICENSE

12.1. *Notice of Violation:* If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform

Licensee in writing prior to informal discussions. If these informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify the Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

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

12.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 12.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

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

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

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

12.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above; or

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

12.5. *Revocation:* Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 12.3, the Issuing Authority shall give written notice to the Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the

event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

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

12.5.2. Following the second public hearing, the Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation. The Licensee may appeal such written determination of the Issuing Authority to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority.

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

13. MISCELLANEOUS PROVISIONS

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

13.2. *Binding Acceptance:* This License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns.

13.3. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed,

rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

13.4. *Force Majeure*: If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in violation or default during the continuance of such inability. Furthermore, the parties hereby agree that it is not the Town's intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.5. *Delivery of Payments*: Licensee may use electronic funds transfer to make any payments to the Town required under this License.

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

Notices to the Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

Town Administrator
Town Hall
63 Main Street
Northborough, MA 01532

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

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

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

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

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

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

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

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

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

13.16. *Counterparts:* This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic

means, and so executed shall have the full force and legal effect as an executed original of this License.

SIGNATURE PAGE FOLLOWS

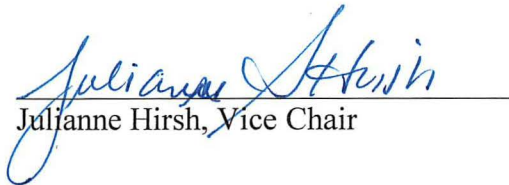
AGREED TO THIS 18th DAY OF JULY, 2022.

TOWN OF NORTHBOROUGH

By its Board of Selectmen:

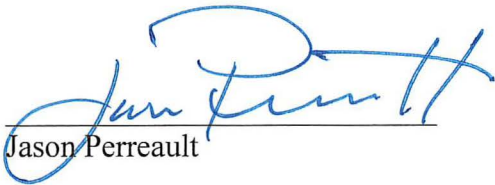


Mitch Cohen, Chair



Julianne Hirsh, Vice Chair

Kristen P. Wixted, Clerk



Jason Perreault



T. Scott Rogers

Approved as to Form:

William Hewig, Esq.
Counsel to the Town of Northborough

VERIZON NEW ENGLAND INC.

By:

Kevin M. Service,
Senior Vice President of Operations –
Consumer and Mass Business Market

Approved as to Form:

Verizon Law Department

Signature Page

Town of Northborough Renewal License – July 18, 2022

AGREED TO THIS 18th DAY OF JULY, 2022.

TOWN OF NORTHBOROUGH
By its Board of Selectmen:

VERIZON NEW ENGLAND INC.



Jason Perreault, Chair

By: _____
Kevin M. Service,
Senior Vice President of Operations –
Consumer and Mass Business Market

T. Scott Rogers, Clerk

Mitch Cohen

Kristen P. Wixted

Julianne S. Hirsh

Approved as to Form:

Approved as to Form:

William Hewig, Esq.
Counsel to the Town of Northborough



Verizon Law Department
7/12/22

Signature Page

Town of Northborough Renewal License – July 18, 2022

EXHIBITS

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE
SUBJECT TO SECTION 3.3

EXHIBIT B – FORM OF PERFORMANCE BOND

Exhibit List

Town of Northborough Renewal License – July 18, 2022

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE SUBJECT TO SECTION 3.3

1. Town Hall, 63 Main St. Selectmen Meeting Room and Conference Room B.
2. PEG Studio, Algonquin Regional High School, 79 Bartlett St.
3. Public Library 34 Main St.
4. Police Station, 211 Main St.
5. Fire Station, 11 Pierce St.
6. Public Works Department/Highway Garage, 190 Main St.
7. Algonquin Regional High School (in addition to #2 above) and Football Field
8. Melican Middle School, 145 Lincoln St. (2 drops)
9. Elementary Schools: Proctor School- 26 Jefferson Rd., Peaslee School – 31 Maple St.,
Lincoln St. School – 76 Lincoln St., Zeh School – 33 Howard St.
10. Northborough Senior Center, 117 Bearfoot Rd.
11. Historical Society, 50 Main St.
12. Water and Sewer Dept., 200 School St.
13. Cemetery Garage/Office, 30 Howard St.
14. Dog Control Office, 312 SW Cutoff

Exhibit A

Town of Northborough Renewal License – July 18, 2022

EXHIBIT B
FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Oblige), in the full and just sum of Twenty-five Thousand Dollars (\$25,000), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Oblige have entered into a License dated _____ which is hereby referred to and made a part hereof.

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

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

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

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

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

2. This Bond shall be effective _____, 2022, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Oblige not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Oblige.

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

Exhibit B

Town of Northborough Renewal License – July 18, 2022

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

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

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

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

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

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this _____ day of _____, 2022.

Principal

Surety

By: _____

By: _____, Attorney-in-Fact

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

Exhibit B