

-Oxford Cable Television Renewal License-

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
CHARTER COMMUNICATIONS**

**THE BOARD OF SELECTMEN
TOWN OF OXFORD,
MASSACHUSETTS**

JULY 22, 2003

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(To Be Attached)

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A G R E E M E N T

This Cable Television Renewal License entered into this 22nd day of July, 2003, by and between Charter Communications, ("Charter") and the Board of Selectmen of the Town of Oxford, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

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

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, on March 14, 2001, in order to (1) ascertain the future cable related community needs and interests of Oxford, and (2) review the performance of Charter during its current license term; and

WHEREAS, the Issuing Authority and Charter did engage in good faith negotiations regarding renewal and did agree on various provisions regarding the Cable Television System in Oxford.

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

(1) Access: The right or ability of any Oxford resident and/or any persons affiliated with a Oxford 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 to the Town of Oxford and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, as designated by the Issuing Authority from time to time, with responsibility for producing and cablecasting Public, Educational and Governmental Access Programming to Oxford Subscribers.

(4) Broadcast: Over-the-air transmission by a radio or television station.

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

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

(7) CMR: The acronym for Code of Massachusetts Regulations.

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

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

(10) Cable Modem: A device connecting Subscribers to the Internet over the Cable System.

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(11) 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.

(12) Cable Television Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.

(13) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

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

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

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

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

(18) Drop or Cable Drop: The coaxial cable or fiber that connects each home or building to the Subscriber Network or the Institutional Network.

(19) Effective Date of the Renewal License (the "Effective Date"): July 22, 2003.

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

(21) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases or sales; and all other revenue(s) derived by the Licensee from the sale of products in any way advertised or promoted on the Cable System. Gross Annual Revenues shall include revenues received from all Cable Modem Services, at such time and in the event that Congress determines, or a court of competent jurisdiction makes a final non-appealable ruling, that such Cable Modem Service is legally deemed to constitute a Cable Service or other allowable service. Gross Annual Revenues shall also include the gross revenues 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 Town that would otherwise be paid herein. It is the intention of the parties

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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 Affiliate(s) and/or Person(s) 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.

(22) 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.

(23) Highway Department: The Highway Department of the Town of Oxford, Massachusetts, or its successor thereto.

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

(25) Institutional Network (“I-Net”): The fiber-optic network for the exclusive use of the Issuing Authority, its designees and/or other Town Users, and which meets the requirements of Section 3.2 infra. The I-Net Lease Agreement is attached as Exhibit 1. The I-Net design is attached as Exhibit 2.

(26) I-Net Administrator: The Person in the Town, as designated by the Town Manager, with primary responsibility for the operation of the I-Net.

(27) Institutional Network Hub: A mini-Headend located within Oxford to process video, audio, and data services which may be transmitted over the I-Net. The Hub shall be located on Town property, as designated by the Issuing Authority, and shall serve as the central point for the entire I-Net. The I-Net Hub may also serve as a link between the I-Net and the Licensee’s Headend for processing of PEG Access Channels.

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

(29) Issuing Authority: The Board of Selectmen of the Town of Oxford, Massachusetts.

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

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

(32) Licensee: Charter Communications or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(33) NCTA: The acronym for the National Cable Television Association.

(34) NTSC: The acronym for National Television Systems Committee.

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(35) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

(36) Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

(37) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(38) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

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

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

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

(42) PEG Access Channels: Any channel(s) made available for the presentation of non-commercial PEG Access Programming.

(43) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

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

(45) Prime Rate: The prime rate of interest at FleetBoston.

(46) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

(48) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Licensee.

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(49) Service: Any Basic Service, any Pay Cable Service, and/or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(50) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(51) State: The Commonwealth of Massachusetts.

(52) Subscriber: Any Person, firm, corporation or other entity 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.

(53) Subscriber Network: The 870 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(54) Town: The Town of Oxford, Massachusetts.

(55) Town Counsel: The Town Counsel of the Town of Oxford, Massachusetts.

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

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

(58) 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.

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

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

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 Board of Selectmen of the Town of Oxford, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Oxford.

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

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

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and with all applicable State and local laws, regulations and by-laws.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year term, commencing on July 22, 2003 and expiring on July 21, 2013, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

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

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construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Oxford; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) 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 this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable Highway Department regulations, and any by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment 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) Subject to applicable law, in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/or regulation.

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

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(d) The Licensee shall submit to the Issuing Authority the application and FCC Form 394 requesting such transfer or assignment consent.

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

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

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License in accordance with applicable law(s), unless such transfer is otherwise allowable pursuant to applicable law.

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

ARTICLE 3

SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to all residents of the Town its existing 870 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall continue to be fully capable of carrying at least one hundred ten (110) analog NTSC video channels in the downstream direction.

(b) The Licensee shall transmit all of its Signals to Oxford Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.2---INSTITUTIONAL NETWORK

(a) No later than nine (9) months from the Execution Date of this Renewal License, the Licensee shall construct, install, activate, operate and maintain, a twenty-four (24) strand, single mode fiber-optic Institutional Network ("I-Net") for the exclusive use of the Issuing Authority, its designees, the Oxford School Department (the "School Department") and/or other Town Users. This completion date for the I-Net shall include installation of activated I-Net plant to all locations specified by the Issuing Authority or its designee.

(b) The Issuing Authority and the Licensee hereby agree that said I-Net shall be solely owned by the Licensee subject to the terms set out in the I-Net Lease at **Exhibit 1**. The cost of the Licensee constructing said I-Net shall be Two Hundred Thirty Thousand Dollars (\$230,000.00); provided, however, that the Town agrees to pay the amount of Two Hundred Thousand Dollars (\$200,000.00) as follows:

(i) One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days of the Effective Date of this Renewal License; and

(ii) One Hundred Thousand Dollars (\$100,000.00) within thirty (30) days of the completion of the I-Net.

(c) Given the fact that the Issuing Authority will pay the Licensee to construct the I-Net, the Licensee shall under no circumstances or in any manner charge the Issuing Authority, its designees, the School Department, Town departments, I-Net Users, and shall in no manner pass-through and/or line-item any such I-Net costs to Oxford Subscribers, for the construction, installation, activation, maintenance and/or use of the I-Net, up to and including the demarcation point(s) as described in Section 3.2(r) herein.

(d) The Licensee shall maintain the I-Net for the entire term of this Renewal License, without costs and/or charges to the Issuing Authority, its designees, the School Department, Town departments, I-Net Users, and shall in no manner pass-through and/or line-item any such routine I-Net maintenance costs to Oxford Subscribers. The Issuing Authority and the Licensee agree

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that in the event that there are extraordinary circumstances that necessitate non-routine repairs to the I-Net, the Town and the Licensee will evenly split the costs of such repairs between them without pass-through to Oxford subscribers.

(e) Any separately-negotiated charges to the Town relative to the existing coaxial Institutional Network shall cease upon the full migration of all I-Net Users to the newly-constructed fiber I-Net described herein and the existing coaxial Institutional Network will no longer be maintained by the Licensee

(f) The I-Net shall connect those public and school buildings ("I-Net Buildings") listed in **Exhibit 2**, attached hereto and made a part hereof. At the written request of the Issuing Authority, the Licensee shall connect additional buildings to the I-Net, at the Licensee's actual costs, which costs shall be paid by the Issuing Authority to the Licensee.

(g) The Licensee shall install a separate patch panel at each I-Net location.

(h) The I-Net shall be a fiber-based network and, as such, all communication(s) between the I-Net Hub and all I-Net locations shall be optical light transmissions which eliminate radio frequency (RF) Signal ingress on the I-Net backbone. The I-Net installation shall be a turnkey operation, up to and including each the patch panel at each I-Net location. The demarcation point between the Town's responsibility and the Licensee's responsibility shall be up to the patch panel at each I-Net location, and the Licensee shall be responsible for all installation and maintenance up to said demarcation point(s).

(i) Said I-Net shall be bridged to the Subscriber Network at the I-Net Hub. Said I-Net shall be capable of distributing video, audio and data to all designated non-school and school buildings connected to the I-Net. I-Net switching, for the purpose of switching video programming, shall be the responsibility of the Licensee for the entire term of this Renewal License.

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

(k) The I-Net shall comply in all respects with the "Technical Description of the Oxford Institutional Network", attached hereto as **Exhibit 3** and made a part hereof. **Exhibit 3** is being provided as a base document for informational purposes only. Licensee may modify the design contained on **Exhibit 3** if, in its professional judgment, the Licensee identifies opportunities to enhance the I-Net design, subject to advance notice and consultation with the Issuing Authority.

(l) The I-Net shall be capable of providing voice, video and data services between the I-Net Buildings by the Town during the term of the Renewal License. Designated Users shall be able to transmit to other institutions on the I-Net using a Modem, modulator and/or other necessary equipment provided by such User. Any and all Signals on the I-Net shall be those specified by the Town; provided, however, that the Licensee shall solely assign frequencies/channels for said Signals. The Licensee shall inform the I-Net Administrator of such frequencies/channels, in writing.

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(m) Twenty-four (24) single-mode fibers shall have a Licensee-provided Termination at each I-Net Building. One (1) fiber shall be used for upstream transmission from the I-Net to the Licensee's Hub location in the Town, and one (1) fiber shall be used for downstream transmissions.

(n) The I-Net shall be maintained by the Licensee as follows:

(1) The I-Net shall be maintained at all times in the downstream and upstream mode(s) to conform with applicable FCC standards and the Licensee shall document how its regular-monitoring procedures serve to achieve that result. Such documentation shall be made available to the Issuing Authority and/or its designee upon written request.

(2) The Licensee's response to all I-Net 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.

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

(4) For scheduled I-Net maintenance activities, and scheduled Subscriber Network maintenance activities that may impact the I-Net, whether initiated at the Town's request or by the Licensee, the Licensee shall provide a minimum of one (1) week notice to the I-Net Administrator, unless otherwise agreed to by the I-Net Administrator. At any time that a representative of the Licensee is in the Town for the purpose of I-Net maintenance or repair requested by the I-Net Administrator, said representative shall contact the I-Net Administrator prior to performing any maintenance, repair or testing as may be reasonably expected.

(5) The Licensee shall provide the I-Net Administrator with the contact telephone number for repair and maintenance of the I-Net.

(6) In all routine maintenance and repair instances, the Licensee shall provide the I-Net Administrator with information of any significant I-Net changes in a reasonable manner, as may be reasonably expected.

(7) For all Cable System maintenance activities likely to impact I-Net service, scheduled or otherwise, the Licensee shall notify the I-Net Administrator prior to the commencement of any such work.

(8) All requests by the Town for I-Net maintenance shall be coordinated by the I-Net Administrator.

(9) In the event that the Subscriber Network and the I-Net experience an outage simultaneously, it is the understanding of the parties hereto that the Licensee's first priority is to repair the Subscriber Network.

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(10) The Licensee shall have emergency access to the I-Net Hub, and the Licensee and the I-Net Administrator shall establish a procedure to ensure such emergency access. The Licensee shall have reasonable access to the I-Net Hub, as scheduled by the I-Net Administrator and/or his or her designee.

(11) The Town shall be provided with the ability to review technical documentation on all equipment provided as part of the I-Net.

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

(p) The Licensee shall supply the appropriate cable connector so as to allow the User(s) Origination Capability at the institutions specified by the Town during the term of this Renewal License. If the Town orders any equipment, it must ensure that the equipment has the correct compatible connectors to correspond with the connectors installed by the Licensee at the patch panel.

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

(r) The Licensee recognizes the significance of the I-Net to the daily administrative and communications functions of the Issuing Authority, its designees and Town departments. In the event that the I-Net Hub should fail, the Licensee shall make every effort to repair and/or replace said I-Net Hub in as fast a time as practicable and reasonable.

(s) The demarcation point for the I-Net shall be at the termination of the fiber at a patch panel in each Town building connected to the I-Net.

(t) Nothing in this Section 3.2, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing any Access Corporation(s) from using I-Net bandwidth.

(u) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of the Renewal License, except for equipment not directly under its control and/or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net. Scheduled tests shall be performed at least approximately once annually. Upon request, the Licensee shall submit the results of said testing to the Issuing Authority or its designee, in writing.

(v) The I-Net shall be maintained and operated in compliance with all applicable laws and regulations and all other I-Net-related provisions of this Renewal License as may be amended

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from time to time. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, without charge to the Issuing Authority, the Town and/or Subscribers, should such problems persist The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed within such seven (7) day period.

(w) During the period of time before completion of the fiber-optic I-Net referenced in paragraph (a) above, the Licensee shall maintain and operate the existing Institutional Network in compliance with all applicable laws and regulations and all other Institutional Network related provisions in the 1991 Oxford Cable Television Renewal License. In the event that there are technical problems with said existing Institutional Network, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve such technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the Institutional Network, without charge to the Issuing Authority, the Town and/or Subscribers, should such problems persist The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed within such seven (7) day period.

Section 3.3---EMERGENCY ALERT SYSTEM

(a) The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations. The Licensee shall provide appropriate training to the Town Administrator and/or his or her designee(s) in the use of the EAS.

(b) In addition, the Licensee shall maintain its current emergency alert capability through July 22, 2011, unless such capability shall required to be terminated at an earlier date under applicable law. The Issuing Authority shall designate and identify for the Licensee a single public official responsible for accessing the emergency alert override and shall designate an alternate public official who may access the emergency alert in the event of the absence of the foregoing individual. The Town shall hold the Licensee harmless, and indemnify it for the direct and proximate acts of the Town which cause damages to the Licensee, as determined by a court of law, due solely to the Town's gross negligence in the use of said emergency alert override.

Section 3.4---PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

Section 3.5---**SIGNAL QUALITY**

The Signal of any television or radio station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations in compliance with the FCC's technical specifications. The Licensee shall also comply with all of the performance testing requirements of the FCC.

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS AND BUSINESSES

(a) The Licensee shall make its Cable System Service available to all residents of the Town, subject only to Section 4.1(b) s herein.

(b) Installation charges shall be non-discriminatory. No installation charge shall apply to any residence or business that is located within three hundred feet (300') from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM

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

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground.

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

Section 4.4---TREE TRIMMING

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. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

Section 4.5---RESTORATION TO PRIOR CONDITION

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

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority and/or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall 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 NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the 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, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---PEDESTALS

In any cases in which Pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices

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(amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at locations submitted by the Licensee, in a permit request, subject to the approval of the Issuing Authority. All such equipment shall be shown on the strand maps submitted to the Town in accordance with Section 4.12 infra.

Section 4.10---PRIVATE PROPERTY

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

Section 4.11---RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and outside installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Such inspections shall be upon reasonable advance notice to the Licensee and its designees may be present at such inspection. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations, and shall not occur more than twice in any calendar year of this Renewal License

Section 4.12---MAPS

(a) The Licensee shall file with the Issuing Authority or its designee a complete set of strand maps of the Cable System plant. If material changes are made in the Cable System, upon request, the Licensee shall file updated strand maps annually, not later than fifteen (15) days after any such request.

(b) Within thirty (30) days of the Effective Date of this Renewal License, the Licensee shall supply the Town, by electronic means, with a full set of Computer-Aided-Design/Computer-Aided-Mapping ("CAD-CAM") strand maps of the Cable System, for the Town's use, without charge(s) to the Issuing Authority and/or any Town department. The Licensee shall update and maintain said mapping on an annual basis throughout the term of the Renewal License. Said CAD-CAM maps shall separately show, among other things all of the Licensee's Cable System plant in the Town.

(c) The Licensee shall make available to the Issuing Authority "as-built" maps of its Cable System plant in Oxford for review purposes only, either at the Licensee's nearest place or business and/or at such other location mutually-acceptable to the parties hereto.

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Section 4.13---**DIG SAFE**

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

Section 4.14---**COMMERCIAL ESTABLISHMENTS**

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service; which terms and costs may or may not differ from the terms and costs that apply to residential Subscribers. It is herein acknowledged that certain programming services may not be available to commercial establishments, or may be available only upon certain terms and conditions pursuant to Law or to Licensee's agreements with its program suppliers.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide a Basic Service to all Subscribers in the Town pursuant to applicable statute or regulation.

Section 5.2---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 4**, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the programming listed in **Exhibit 4**, attached hereto, are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Oxford programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

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

Section 5.4---VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B and/or antenna switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except for scrambled Signals. Said switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this Renewal License.

(b) Attached hereto, as **Exhibit 5**, are the different options available to VCR owners for installing VCRs to be compatible with the Cable System. The Licensee shall make these options available to all Subscribers in writing with the applicable charges, if any, no later than the Effective Date of this Renewal License. **Exhibit 5** is being provided as a base document for informational purposes only. The Licensee may modify **Exhibit 5** in its own professional judgment to reflect future technical changes to the Cable System.

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

(d) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6---FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Licensee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly video Cable Service, except for any digital, Pay Cable and/or Pay-Per-View Programming, to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in **Exhibit 6**, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated by the Issuing Authority. The Licensee shall install up to five (5) additional free Subscriber Cable Drops, over the term of this Renewal License, not requiring a line extension or additional electronic equipment for activation. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Service and related maintenance.

(b) The Licensee shall maintain such Outlets referenced in Section 5.6 (a) for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority; provided, however, that in the event that the Licensee cannot install such Drops and/or Outlets within said sixty (60) day period, the Licensee shall notify the Issuing Authority of such fact, in writing, explaining why installation of such Drops and/or Outlets cannot be completed within said sixty (60) day period.

Section 5.7---**EQUIPMENT PRACTICES AND PROCEDURES**

The Licensee shall give notice in writing of its policies and practices regarding cable-related Subscriber 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, in a typeface that can be easily read and understood by Subscribers.

ARTICLE 6

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT**

Section 6.1---**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

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 6 herein.

Section 6.2---**ACCESS CORPORATION**

The Access Corporation shall provide services to PEG Access Users and the Town, as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;

(2) Manage the annual and other funding, pursuant to Section 6.4 below;

(3) Purchase and/or lease equipment with funding pursuant to Section 6.5 below;

(4) Conduct training programs in the skills necessary to produce PEG Access Programming;

(5) Provide technical assistance and production services to PEG Access Users;

(6) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;

(8) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and

(9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

Section 6.3---**PEG ACCESS CHANNELS**

(a) The Licensee shall continue to make available to the Town and/or the Access Corporation three (3) full-time Downstream Channels for PEG Access purposes.

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(b) Said PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers without charge to the Town and/or the Access Corporation, and without externalized and/or passed-through costs to Subscribers in accordance with applicable laws and/or regulations.

(c) As of the Effective Date of this Renewal License, the Licensee is utilizing Channels 11, 12 and 13 on the Subscriber Network as the channel locations of the PEG Access Channels. The Licensee shall not change said channel locations, without the advance, written notice to the Issuing Authority and the Access Corporation. In the event that the Licensee does have to change any of said PEG Access Channel locations, the Licensee shall (1) provide the Issuing Authority and the Access Corporation with reasonable, advance, written notice of such fact; (2) provide the Issuing Authority and/or the Access Corporation with free marketing assistance in order to inform Subscribers of a new channel location(s); and (3) provide the Issuing Authority and/or the Access Corporation with monetary funding to cover the costs related to relocating any of said channels, but in no event shall such costs exceed One Thousand Dollars (\$1, 000.00).

Section 6.4---ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide a quarterly payment to the Town or the Access Corporation, as designated by the Issuing Authority, for PEG Access purposes, equal to three and one-half percent (3.5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(21) supra. For the first year of this Renewal License, said payments shall be made on a quarterly basis. Thereafter, said payments shall be made on a semi-annual basis.

(b) Said (3.5%) PEG Access payments shall be made on a quarterly basis in the first year of the License, on the following dates: (i) on June 30th for the preceding three (3) month period of March, April and May; (ii) on September 30th for the preceding three (3) month period of June, July and August; (iii) on December 31st for the preceding three (3) month period of September, October and November; and (iv) on March 31st for the preceding three (3) month period of December, January and February. The first payment hereunder shall be made on September 30, 2003, and shall constitute three and one-half percent (3.5%) of the Licensee's Gross Annual Revenues for the preceding period from the Effective Date through August 31, 2003. Thereafter and for the remainder of the License, semi-annual payments will be made on July 31 for Gross Annual Revenues received from January 1 through June 30 and on January 31 for Gross Annual Revenues received from July 1 through December 31 of the prior year.

(c) The Licensee shall file with each such semi-annual payment a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding period, and listing all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(21) supra. The Licensee shall also submit a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 7**.

(d) 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 an amount equal to three and one-half

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percent (3.5%) of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of this three and one-half percent (3.5%) payment requirement and shall notify the Issuing Authority and the Access Corporation of such use of the Cable System by such Person(s). The Licensee's responsibility under this Section 6.4(d) ceases upon the Licensee's completion of the notifications required under this subsection.

(e) 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 6.5---CAPITAL/EQUIPMENT FUNDING

(a) Within ninety (90) days of the Effective Date of this Renewal License, the Licensee shall make a one-time payment to the Issuing Authority or the Access Corporation, as directed by the Issuing Authority, in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for capital/equipment purposes.

(b) 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 such capital/equipment 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.

(c) Under no circumstances shall said capital/equipment payments be counted against (1) the annual funding payable to the Access Corporation pursuant to Section 6.4 above; and/or (2) the License Fees payable to the Town pursuant to Section 7.1 infra.

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

Section 6.6---PEG ACCESS EQUIPMENT OWNERSHIP

The Town and/or the Access Corporation shall own all PEG Access equipment purchased with funding pursuant to Section 6.5 above. The Licensee shall have no obligation, to maintain, insure, replace or repair any such PEG Access equipment.

Section 6.7---RECOMPUTATION

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 Town and/or the Access Corporation may have for additional sums including interest payable under this Article 6. 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

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accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest of such additional payment shall be charged from Prime Rate during the period that such additional amount is owed. If, after such inspection, the Licensee has overpaid, such overpayment shall be credited against the next quarterly payment to the Access Corporation, without interest charges of any kind.

Section 6.8---PEG ACCESS CHANNELS MAINTENANCE

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 pursuant to the FCC's technical standards. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

Section 6.9---ACCESS CABLECASTING

(a) In order that the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG programming shall be modulated, then transmitted from the Access Corporation, the Town Hall, the Oxford High School and/or any other locations with Origination capability as listed in **Exhibit 8** hereto, to the Cable System Headend or Hub, on an Upstream Channel made available, without charge, to the Town and the Access Corporation for their use.

(b) The Licensee shall provide the Access Corporation with the capability to ensure that PEG Access Programming is sent upstream to the Headend, where such PEG Access Programming will be automated and electronically switched to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend or the Licensee's Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Downstream PEG Access Channels. The Licensee shall not charge the Town and/or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming. The Licensee shall be responsible for automated switching of PEG Access Programming at its Headend and the Access Corporation shall be responsible for switching its Access Programming, as necessary, at its hub site.

(c) The Licensee shall provide and maintain all necessary processing equipment in its Headend in order to switch Upstream Signals from the Access Corporation to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

Section 6.10---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 by applicable law.

ARTICLE 7

LICENSE FEES

Section 7.1---LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's Regional Vice-President of Finance documenting, in reasonable detail pursuant to Section 13.3(b) infra, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the PEG Access annual funding (Section 6.4), but shall not include the following: (i) the Capital/Equipment Funding (Section 6.5); (ii) any interest due herein to the Town because of late payments; and/or (iii) any liquidated damages herein (Section 11.2).

Section 7.2---PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

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(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal 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 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.

Section 7.4---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of three percent (3%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5---RECOMPUTATION

(a) In the event that the Issuing Authority receives a License Fee pursuant to Section 7.1(b) above, 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 Town may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has paid the correct amounts due or has overpaid, such overpayment shall be credited against the next License Fee payment to the Town, without interest charges of any kind, provided that the Issuing Authority shall be responsible for the cost of the audit

Section 7.6---AFFILIATES USE OF SYSTEM

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

Section 7.7---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, 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.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed 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 hereto as **Exhibit 9**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

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

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate, in accordance with applicable law(s).

Section 8.5---**SENIOR CITIZEN AND HANDICAPPED RESIDENTS DISCOUNT**

(a) All Subscribers who are receiving a senior citizen/handicapped head of house hold discount as of the Effective Date of this Renewal License will continue to receive the same discount. For those individuals who become cable Subscribers following the Effective Date of this License, the following shall be the criteria for receiving the senior citizen discount: (i) Sixty-five years of age or older or for existing Subscribers who attain sixty-five years of age; (ii) Head of Household; (iii) Recipient of one of the following: Medicaid, Government fuel assistance, Supplemental Security Income (SSI), V.A. benefits, or a recipient of senior citizen tax abatements.

(b) If the applicant qualifies, he/she shall receive a 10% discount on the Basic Tier only. Said discounts shall not apply to programming packages, Premium Services or Pay-Per-View Services, any other non-Cable Services or to any goods offered for sale or rent by the Licensee.

(c) Said discounts shall be administered by the Licensee.

(d) The Licensee shall maintain the grandfathered senior citizen and handicapped residents in effect on the Effective Date of this Renewal License and the going-forward senior discount set forth at subsections (a) and (b) above for the entire term of this Renewal License

(e) In no event shall the Licensee externalize, line-item and/or otherwise pass-through to Oxford Subscribers any costs associated with the senior citizen and handicapped residents discounts pursuant to this Section 8.5.

(f) Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting Subscribers.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

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

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

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

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

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

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

(e) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

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(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$50,000.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

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

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed except where such damage is due to the gross negligence of the Town or its designees. 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 Town Counsel. In the event that the Town employs outside counsel for the purposes set forth herein, the Licensee shall pay the costs of such outside counsel for such services.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

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

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

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

(b) The Licensee shall meet with the Advisory Committee periodically, at such times mutually agreed upon by the Advisory Committee and the Licensee, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and Complaint response; Programming; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

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

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with the terms and conditions of this Renewal License including, but not limited to, the Licensee's Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. The submission of minutes from such review hearing(s) shall satisfy this paragraph (c)'s requirement that the Issuing Authority shall issue a written report.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual 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 this Renewal License.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.5---REMOVAL AND RELOCATION

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

Section 10.6---INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the Licensee's plant and outside equipment in the Town at reasonable times and under reasonable circumstances in order to ensure compliance with this Renewal License, applicable laws and/or Town by-laws and regulations. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

Section 10.7---JURISDICTION

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

ARTICLE 11

**DETERMINATION OF BREACH
LIQUIDATED DAMAGES-LICENSE REVOCATION**

Section 11.1---DETERMINATION OF BREACH

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

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

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

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Issuing Authority is not satisfied with (1) the Licensee's response pursuant to Section 11.1(a) above and/or (2) the Licensee's efforts to cure pursuant to Section 11.1(b) above, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

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(v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

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

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(1) For failure to operate, maintain and make available to all residents of Oxford the Subscriber Network in accordance with Section 3.1 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(2) For failure to construct, install, fully activate, operate and maintain the Institutional Network in accordance with Section 3.2 herein and Exhibits 1, 2 and 3 attached hereto, and/or any damage caused to the I-Net by the Licensee during work on the Subscriber Network, Five Hundred Dollars (\$500.00) 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 this Renewal License in accordance with Section 2.6 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 10 attached hereto, Two Hundred Fifty Dollars (\$250.00) per day that any such non-compliance continues.

(5) For failure to comply with the PEG Access Programming, funding, studio and/or equipment provisions in accordance with the requirements and/or timelines in Article 6 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets in accordance with Sections 3.2 and 5.6 herein and/or Exhibits 2 and/or 6, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

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

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.1

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above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

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

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, and pursuant to Section 11.1 of this Renewal License, unless otherwise authorized by applicable law(s), in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---TERMINATION

The termination of this Renewal License shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 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 this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

Section 11.5---NOTICE OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

Section 11.6---NON-EXCLUSIVITY OF REMEDY

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

Section 11.7---**NO WAIVER-CUMULATIVE REMEDIES**

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

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

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town 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 Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE

(a) Subject to the reasonable availability of a third-party payment service center for the entire term of this Renewal License, the Licensee shall continue to provide for and maintain a full-time payment center, at a location convenient to its Subscribers within the Town, for the purpose of accepting Cable Service payments.

(b) The Licensee shall notify its Oxford Subscribers of its nearest full service customer service office, periodically in its monthly bills.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed, local telephone number for its Oxford Subscribers, unless required otherwise to be a local telephone number by applicable law.

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

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time measured on a quarterly basis, under Normal Operating Conditions, as such term is defined herein.

(e) The Licensee shall 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.

Section 12.3---CUSTOMER SERVICE CALL CENTERS

(a) The Licensee shall maintain and operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call centers. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call centers.

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(b) In the event that the Licensee does not maintain operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4--INSTALLATION VISITS-SERVICE CALLS/RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) working days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) The Licensee shall be responsible for picking-up and changing-out Converters at a Subscriber's request at no additional charge, where such change-out is initiated by the Licensee to provide additional channels that have become available as a result of the Licensee's expansion of channel capacity. The foregoing shall apply within ninety (90) days from the change of Service offering. In order to improve service, the Licensee reserves the right to offer Subscribers the option of bringing Converters to a Licensee office for drop-off or exchange themselves.

(c) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours.

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

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

Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS

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

Section 12.6---BUSINESS PRACTICE STANDARDS

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

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

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

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

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), 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, if any, taken by the Licensee.

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(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall enter into good faith discussions concerning possible remedies.

Section 12.8---REMOTE CONTROL DEVICES

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

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

Section 12.10---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 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

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

Section 12.11---PRIVACY WRITTEN NOTICE

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

Section 12.12---MONITORING

(a) Unless otherwise required by applicable law, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber 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, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. When allowed by applicable law(s), the Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) 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. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to

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request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request consistent with applicable law.

Section 12.14---POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 12.15---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act or pursuant to applicable law, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.16---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

(c) A Subscriber 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 12.17---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 12 to determine that it effectively addresses appropriate concerns about privacy.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

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

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

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, 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) a sworn statement of the Licensee's revenues pertaining to the Oxford Cable System. The Licensee shall also provide a financial balance sheet (Cable Division Form 200) and statement of ownership which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Person preparing the same and by the Licensee or an officer of the Licensee.

(b) The Licensee shall also provide a separate report including the following:

- (i) All Gross Annual Revenues, as defined in Section 1.1(21) supra.
- (ii) Any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Upon written request, but not more than annually, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide, upon request of the Issuing Authority, a report of telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include, at a minimum, the following information: (1) the reporting period covered; (2) the number of Licensee's communities and subscribers covered by the report; (3) the number of hours reported on a daily basis for telephone answering; (4) the average speed of answer; (5) the number of calls handled on a daily basis, (6) the percentage of calls handled within thirty (30) seconds of the time that a connection is made; and (7) the percentage of time that Subscribers receive a busy signal.

Section 13.5---ANNUAL PERFORMANCE TESTS

The Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, at 47 C.F.R. §76.601 et seq.

Section 13.6---QUALITY OF SERVICE

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

Section 13.7---DUAL FILINGS

(a) Upon written request, the Licensee shall make available to the Town 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 Issuing Authority 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.

Section 13.8---INVESTIGATION

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

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity/Affirmative Action 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/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action Opportunities.

Section 14.2---NON-DISCRIMINATION

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, 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 15.2---CAPTIONS

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

Section 15.3---SEPARABILITY

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

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

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

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

Section 15.6---**WARRANTIES**

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

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State; and

(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 this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

Section 15.7---**FORCE MAJEURE**

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

Section 15.8---**REMOVAL OF ANTENNAS**

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

Section 15.9---**SUBSCRIBER TELEVISION SETS**

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 15.10---APPLICABILITY OF RENEWAL LICENSE

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

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Memorial Hall, 325 Main Street, Oxford, Massachusetts 01540-1797, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Counsel. 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 Regional Director of Government Relations, Charter Communications, 95 Higgins Street, Worcester, Massachusetts 01606, or such other address as the Licensee may specify in writing to the Issuing Authority, with a copy of such notice to the Licensee's Regional Vice President, 11 Commerce Road, Newtown, Connecticut 06470. 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 or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) The Licensee shall also publicize such hearing(s) in accordance with applicable law.

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

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

-Oxford Cable Television Renewal License-

Section 15.14---**TERM**

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

EXHIBITS

-Oxford Cable Television Renewal License-

EXHIBIT 1

INSTITUTIONAL NETWORK RIGHT OF USE AGREEMENT

(See Attached)

TOWN OF OXFORD, MASSACHUSETTS

**INSTITUTIONAL NETWORK INDEFEASIBLE AND EXCLUSIVE RIGHT OF USE
AGREEMENT**

This Institutional Network (“I-Net”) Indefeasible and Exclusive Right of Use (“IRU”) Agreement is entered into this 22nd day of July, 2003, by and between Charter Communications (“Charter”) and its successors in interest and the Board of Selectmen of the Town of Oxford, Massachusetts (the “Town”), in its role as statutory Issuing Authority (the “Issuing Authority”).

NOW, WHEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

(1) INDEFEASIBLE RIGHT OF USE

Subject to the terms of this IRU Agreement and the terms set forth in the Cable Television Renewal License (the “Renewal License”), dated July 22, 2003 and granted to Charter by the Issuing Authority, Charter hereby grants to the Town an indefeasible and exclusive right of use (“IRU”) in the twenty-four (24) strand single mode fiber-optic I-Net described Section 3.2 of the Renewal License during the term of this IRU, as defined in paragraph 3 below. The Issuing Authority, its designees and Town departments shall be the sole users of said fiber-optic I-Net. Section 3.2 of the Renewal License is attached hereto as **Exhibit 1** of this IRU Agreement.

For matters concerning the I-Net, the parties agree to be bound by the terms and conditions set forth in Section 3.2 of the Renewal License during the term of the Renewal License. After expiration of the Renewal License, the parties hereto agree that this IRU Agreement shall continue in full force and effect.

(2) CONSIDERATION

As consideration for the rights granted herein, the Town agrees to pay Charter the total sum of Two Hundred Thousand U.S. dollars (\$200,000.00) as set forth in Section 3.2(b) of the Renewal License. Charter agrees to contribute the additional construction costs of the I-Net, estimated to be approximately Thirty Thousand Dollars (\$30,000). The Issuing Authority and Charter hereby agree that Charter shall in no way charge the Issuing Authority and/or the Town and/or its departments for said \$30,000.00 costs, nor shall Charter in any way pass such \$30,000.00 costs through to Oxford cable television subscribers and/or line-item such \$30,000.00 costs on Oxford cable television subscriber bills.

*Town of Oxford
I-Net IRU Agreement
Page Two*

(3) TERM

The term of this IRU Agreement shall be twenty (20) years from the date of this IRU Agreement.

(4) NO CHARGE(S) FOR TOWN USE OF THE I-NET

The Issuing Authority and Charter hereby agree that the Issuing Authority, its designees and Town departments may use the I-Net for the term of this IRU Agreement without charges of any kind or manner being paid to Charter.

(5) APPROPRIATE USES

(a) The Issuing Authority, its designees and Town departments may utilize the I-Net for any and all lawful purposes for the entire term of this IRU Agreement. The Town's use of the I-Net, as agreed to herein, shall in no way be subject to the approval and/or review and/or oversight of Charter. Appropriate current and future uses of the I-Net include, but are in no way or manner limited to, the following applications for the Town's use:

- transfer of data between all Town and Town-leased buildings;
- cablecasting of the PEG Access Channels;
- remote monitoring of network equipment;
- remote control and maintenance of workstations from Town Hall;
- remote backup of police and fire from Town Hall;
- remote control access from home computer to workstation via Internet (TCI/IP);
- exchange of GIS mapping information between police, fire and Town Hall;
- wireless communication (802.11 b/g) from emergency vehicles to network;
- video conferencing over IP;
- voice communications over IP;
- remote teaching/learning;
- remote reference access; and
- media retrieval.

(b) The Issuing Authority, its designees and Town departments shall have the right to attach Town-owned equipment to the I-Net in order to accomplish the uses specified in paragraph (a) above. All of such equipment shall be purchased and owned by the Issuing Authority, its designees, the Town and/or its departments.

*Town of Oxford
I-Net IRU Agreement
Page Three*

(6) I-NET MAINTENANCE AND REPAIR

During the entire term of this IRU Agreement, Charter agrees to provide maintenance and repair of the I-Net in accordance with Section 3.2(k) of the Renewal License, and as follows:

(i) During the first ten (10) years of this I-Net IRU, the Issuing Authority and Charter hereby agree that Charter shall in no way charge the Issuing Authority and/or its designees and/or the Town and/or its departments for said maintenance and/or repair, nor shall Charter in any way pass any maintenance and/or repair-related costs through to Oxford cable television subscribers and/or line-item any such costs on Oxford cable television subscriber bills.

(ii) During the second ten (10) years of this I-Net Lease, I-Net maintenance costs shall be subject to good-faith negotiations between the Issuing Authority and the Licensee during the cable television renewal process.

(iii) Any I-Net repair costs related to non-routine matters and/or so-called “extraordinary events” shall be handled in accordance with the terms and conditions in Section 3.2 of the Renewal License.

(7) NO COMMERCIAL USE OF THE I-NET

The I-Net is a private communications network governed by this IRU Agreement and the Renewal License. The Issuing Authority agrees that the Town and any other entities using the I-Net shall utilize the I-Net solely for non-commercial purposes. The Town shall not resell access to or use of the I-Net for commercial purposes.

(8) IRU AGREEMENT TO BE FULLY BINDING ON CHARTER SUCCESSORS

This IRU Agreement shall be fully binding on the Issuing Authority and Charter and its successors-in-interest in the Town of Oxford for the entire term of this IRU Agreement. In the event that Charter proposes to transfer its Oxford Renewal License to another entity, as transferee, pursuant to applicable law(s), Charter shall notify such entity of the existence and binding nature of this IRU Agreement. In any transfer process, such transferee shall agree to be bound by the terms and conditions of this IRU Agreement.

*Town of Oxford
I-Net IRU Agreement
Page Four*

(9) FORCE MAJEURE

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

*Town of Oxford
I-Net IRU Agreement
Page Five*

IN WITNESS WHEREOF, the parties hereto have executed this IRU Agreement as of the date and year first above written.

The Oxford Board of Selectmen

Chairman

Member

Member

Member

Member

Charter Communications

By:

Title: _____

*Town of Oxford
I-Net IRU Agreement
Page Six*

EXHIBIT 1

SECTION 3.2 OF THE OXFORD CABLE TELEVISION RENEWAL LICENSE

(To Be Attached)

EXHIBIT 2

INSTITUTIONAL NETWORK BUILDINGS

- (1) Memorial Hall: 325 Main Street
- (2) New Oxford High School: 495 Main Street (rear of old High School)
- (3) Old Oxford High School: 497 Main Street (previously 495 Main Street)
- (4) The Middle School: 351 Main Street
- (5) Alan Joslin School: 351 Main Street
- (6) Chaffee School: 9 Clover Street
- (7) Clara Barton School: 25 Depot Road
- (8) Woodward School: 668 Main Street
- (9) Oxford Police Station: 450 Main Street
- (10) Oxford Fire Headquarters: 181 Main Street
- (11) Oxford Fire Station-North Oxford: 668 Main Street
- (12) Oxford Fire Station-South Oxford: 3 Barton Street
- (13) Oxford Public Library: 339 Main Street
- (14) Oxford Highway Department: 34 Charlton Street
- (15) School Administration Building: 5 Sigourney Street
- (16) Senior Center: 323 Main Street
- (17) Access Corporation Studio

EXHIBIT 3

**TECHNICAL DESCRIPTION OF THE OXFORD
INSTITUTIONAL NETWORK**

The Licensee may modify this Exhibit 2 in its professional judgment only in such circumstances that such modification(s) actually enhance and improve such I-Net technical design.

(See Attached)

EXHIBIT 4

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming; and
- + Entertainment Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(See Attached)

-Oxford Cable Television Renewal License-

Oxford Channel Lineup

2	WGBH (2) PBS Boston
3	WCTR TV-3
4	WBZ (4) CBS Boston
5	WCVB (5) ABC Boston
6	WFXT (25) FOX Boston
7	WHDH (7) NBC Boston
8	WSBK (38) UPN Boston
9	WLVI (56) WBN Boston
10	WJAR (10) NBC Providence
11	Access
12	Access
13	Access
14	WYDN (48) IND Worcester
15	WGGB (40) ABC Springfield
16	C-SPAN 1
17	C-SPAN 2
18	Inspirational Network/EWTN
19	WUTF (66) IND Marlborough
20	WPX (68) PAX Boston
21	WGBX (44) PBS Boston
22	TV Guide Channel
23	HSN
24	QVC
25	WMFP (62) IND Lawrence
26	WNDS (50) IND Derry, NH
27	WUNI (27) UNI Worcester
96	
28	ESPN
29	ESPN 2
30	CNN Headline News
31	CNN
32	New England Cable News
33	The Weather Channel
34	Fox News
35	CNBC

36	MSNBC
37	NESN
38	Hallmark
39	TechTV
40	
41	
42	The National Network
43	
44	Oxygen
45	USA Network
46	Lifetime
47	Turner Network Television
48	Video Hits One
49	American Movie Classics
50	ABC Family
51	Travel Channel
52	Nickelodeon
53	Disney
54	Toon Disney
55	The Learning Channel
56	Animal Planet
57	TBS Superstation
58	A & E Network
59	The Discovery Channel
60	MTV Music Television
61	FOX Sports NET
62	Food Network
63	Sci-Fi Channel
64	TV Land
65	Court TV
66	Golf Channel
67	HGTV
68	The History Channel
69	Comedy Central
70	Turner Classic Movies
71	E! Entertainment Television
72	National Geographic
73	Bravo

-Oxford Cable Television Renewal License-

74	Style (03/31/03)
75	Cartoon Network
76	Speed Channel
77	Outdoor Life
78	
99	The Health Network

- 308 ESPN News
- 311 Fox Sports Digital Atlantic
- 312 Fox Sports Digital Central
- 313 Fox Sports Digital Pacific
- 314 Fox Sports World Espanol
- 315 Fox Sports World

Digital Channels

Family Tier

- 101 BBC America
- 102 Discovery Home & Leisure
- 103 Discovery Wings
- 105 DIY
- 107 Discovery Kids
- 108 Nick Too
- 109 Noggin
- 110 Nick Games & Sports
- 111 Nick Toons
- 112 SoapNet
- 204 Much Music
- 205 MTV2
- 206 MTV Espanol
- 207 MTV Jams
- 208 MTV Hits
- 209 VH1 Classic
- 210 VH1 Soul
- 211 VH1 Mega Hits
- 212 VH1 Country
- 213 Great American Country
- 300 The Science Channel
- 301 Discovery Health
- 303 Discovery Civilization
- 304 Bloomberg
- 306 Biography
- 307 History International
- 309 ESPN Classic
- 310 International Channel

Movie Tier

- 200 Lifetime Movie Network
- 201 We
- 202 IFC
- 203 Sundance

Sports Tier

HBO

- 400 HBO E
- 401 HBO 2 E
- 402 HBO Signature E
- 403 HBO Family E
- 404 HBO Comedy E
- 406 HBO Zone E
- 408 HBO Latino

Cinemax

- 450 MAX E
- 451 MoreMAX E
- 452 ActionMAX E
- 453 ThrillerMax E
- 454 WMax
- 455 @Max
- 456 OuterMax
- 457 5 StarMax

Showtime

- 500 Showtime E
- 501 Showtime Too E
- 502 Showtime Showcase E
- 503 Showtime Extreme E
- 504 Showtime Beyond E
- 506 Flix E

The Movie Channel

- 550 TMC E
- 551 TMC X-tra E

Starz Encore Super Pack

- 600 Starz!
- 601 Black Starz!
- 602 Starz! Family
- 603 Starz! Cinema
- 630 Encore
- 631 Encore Love Stories
- 632 Encore Action

-Oxford Cable Television Renewal License-

633 Encore Mystery
634 Encore True Stories
635 Encore Westerns

Charter Sports Packages

720-729 NHL Center Ice/MLB

HDTV

775 Discovery
777 HBO

InDemand Pay per View

799 PPV Ordering Info
800 PPV Highlights
801-830 Charter iN Demand 1-30

Adult Pay Per View Channels

895 ETC
896/897 TEN
898 Playboy
899 Spice

Music Choice

901 MC - Showcase
902 MC - Todays Country
903 MC - Classic Country
904 MC - Americana
905 MC - Bluegrass
906 MC - R&B and Hip Hop
907 MC - Classic R&B
908 MC - Smooth R&B
909 MC - Rap
910 MC - Metal
911 MC - Rock
912 MC - Power Rock
913 MC - Classic Rock
914 MC - Alternative Rock
915 MC - Electronica
916 MC - Dance
917 MC - Progressive

918 MC - Soft Rock
919 MC - Hit List
920 MC - Party Favorites
921 MC - 80's
922 MC - New Wave
923 MC - 70's
924 MC - Solid Gold Oldies
925 MC - Singers and Standards
926 MC - Big Band & Swing
927 MC - Easy Listening
928 MC - Smooth Jazz
929 MC - Jazz
930 MC - Blues
931 MC - Reggae
932 MC - Soundscapes
933 MC - Classical Masterpieces
934 MC - Opera
935 MC - Light Classical
936 MC - Show Tunes
937 MC - Contemporary Christian
938 MC - Gospel
939 MC - For Kids Only
940 MC - Sounds of the Seasons
941 MC - Musica Latina
942 MC - Salsa Merengue
943 MC - Rock 'En Espanol
944 MC - Latin Love Songs
945 MC - Mexicana

Charter Basic ITV

001 i-Channel Listing Guide
951 i-Customer Care Channel
960 I-Games Channel
970 i-Entertainment Channel
975 i-Money Channel
980 i-Sports Channel
985 i-News Channel
990 i-Shopping Channel
995 i-Weather Channel

EXHIBIT 5

VIDEO CASSETTE RECORDER (VCR) POLICIES AND OPTIONS

This Exhibit is being provided as a base document for informational purposes only. The Licensee may modify the information in this Exhibit in its own professional judgment to reflect future technical changes to the Cable System.

VCR Policy

Connection

Subscribers can connect their VCRs directly to the cable system without the use of a converter/digital receiver. Subscribers will be limited to receive only those non-scrambled channels provided by Charter, and those channels that can be tuned into the particular VCR. If a subscriber is in need of assistance, he or she may purchase a "VCR Kit" at a small additional charge to help hook up the VCR with Charter's system. In addition, Charter's technicians also are available to hook up a subscriber's VCR for a small charge.

Recording Programs

Subscribers can record with their VCRS by following these simple instructions:

- (1) Make sure you have a blank tape in your VCR.
- (2) Press **MENU** once.
- (3) Press **up/down** arrows to highlight Start Recording Now.
- (4) Press **SELECT** twice.

NOTE: If you do not have the VCR Commander Module, you must also set your VCR to Record.

Subscribers also can record future programs with their VCRs by following these simple instructions:

- (1) Make sure you have a blank tape in your VCR.
- (2) Press **MENU** twice to go to the General Settings menu.
- (3) Press **up/down** arrows to highlight VCR: Timer.
- (4) Press **SELECT**.

Follow the prompts to set up or cancel a VCR timer.

NOTE: If you do not have the VCR Commander Module, you must also set your VCR to record. Charter subscribers can set up to eight VCR Timers at a time. A **REC** symbol next to the Channel Banner indicates that the VCR Timer is set.

EXHIBIT 6

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS**

The following public buildings and schools shall receive monthly Service at no charge, pursuant to Section 5.6:

- (1) Memorial Hall: 325 Main Street
- (2) New Oxford High School: 495 Main Street (rear of old High School)
- (3) Old Oxford High School: 497 Main Street (previously 495 Main Street)
- (4) The Middle School: 351 Main Street
- (5) Alan Joslin School: 351 Main Street
- (6) Chaffee School: 9 Clover Street
- (7) Clara Barton School: 25 Depot Road
- (8) Woodward School: 668 Main Street
- (9) Oxford Police Station: 450 Main Street
- (10) Oxford Fire Headquarters: 181 Main Street
- (11) Oxford Fire Station-North Oxford: 668 Main Street
- (12) Oxford Fire Station-South Oxford: 3 Barton Street
- (13) Oxford Public Library: 339 Main Street
- (14) Oxford Highway Department: 34 Charlton Street
- (15) School Administration Building: 5 Sigourney Street
- (16) Senior Center: 323 Main Street

EXHIBIT 7

GROSS ANNUAL REVENUES REPORTING FORM

Cable Operator: **Charter**

Municipality: **Oxford**

Revenue Period: _____ Calendar Year: _____ Quarter: _____

1. Composition of Total Revenues Subject to License Fee:

A. Subscriber Revenues

Billing Category	Total Revenue Received	Less Revenue Excluded from Fee	Revenue Subject to License Fee
Basic			
Expanded Service Tier(s)			
Premium Services			
Additional Outlets			
Converter Installations			
Late Charges			
Commercial (monthly)			
Other (specify)			
Pay-Per-View			
Home Shopping			
Other Revenue			
Cable Modem Revenues (if applicable)			
Revenue Adjustment			

II. Computation of License Fee Payable

Revenue Subject to Assessment (this period)	_____
Multiplied by License Fee Percent @ 3.5%	_____
Total License Fee Due before Deduction/Credits	_____
Less: Prior Year (overpayments) underpayment	_____

GROSS ANNUAL REVENUES REPORTING FORM
Page Two

Less: Other (describe by item)

- 1)
- 2)

Total License Fee Payable for Period _____

III. Reconciliation of Fee Liability to Payments

Total License Fee Payable For the
Calendar Year, to Date _____

Payments Applied

Date Paid	Check Number	Period Covered
--------------	-----------------	-------------------

- 1.
- 2.
- 3.

Total Payments _____

Less Total Payments Made for Year _____

Total License Fee Payment Due for Period
Covered by this Report _____

Total Due (check payable to Town of Oxford
or the Access Corporation) _____

IV. Certification

I certify and attest that this report is accurate and complete to the best of my
knowledge and belief.

BY:
TITLE:

DATE: _____

EXHIBIT 8

PEG ACCESS ORINATION LOCATIONS

- (1) Memorial Hall
- (2) The New Oxford High School
- (3) Access Corporation Studio
- (4) Oxford Public Library

EXHIBIT 9

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.

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- (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.

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- (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 10

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

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

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

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

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

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

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

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

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

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

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

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be

responded to by a trained company representative on the next business day.

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

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

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

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

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

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

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

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

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

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

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

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

(A) The customer's next billing cycle following resolution of the

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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 11

LIST OF REQUIRED REPORTS

- + Section 3.2(s): I-Net Test Report
- + Section 4.12: Subscriber Net Maps and Institutional Network Map
- + Section 5.2(b): Program, Lineup, Channel Changes
- + Section 5.8: Equipment Policy and Procedures to all Subscribers and Issuing Authority
- + Section 6.4(c): Quarterly Gross Annual Revenues Reporting Form
- + Section 13.2: Financial Reports (Upon Request)
- + Section 13.3: Cable System Information (Upon Request)
- + Section 13.4: In-House Telephone Reports
- + Section 13.5: Annual Performance Tests
- + Section 13.7: Dual Filings (Upon Request)

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Oxford, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Charter Communications, this 22nd day of July, 2003.

The Town of Oxford, MA

Chairman

Member

Member

Member

Member

By: The Oxford Board of Selectmen,
as Issuing Authority

Charter Communications

By:

Title: _____