

**CITY OF PEABODY
COMMONWEALTH OF MASSACHUSETTS**

**Cable Television
Final License**

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Mass. Dept. of
Telecommunications & Cable

Granted To

RCN Telecom Services of Massachusetts, LLC

(June 27, 2019 – June 26, 2029)

CITY OF PEABODY

By

**Edward A. Bettencourt, Jr.
Mayor**

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AGREEMENT

This Cable Television Final License entered into by and between the Mayor of the City of Peabody, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and RCN Telecom Services of Massachusetts, LLC ("RCN" or the "Licensee").

WITNESSETH

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

WHEREAS, pursuant to 207 CMR 3.02(1)(b), the Licensee submitted an application to the City dated January 11, 2019 on Cable Division Form 100, for a license to operate and maintain a Cable System in the City;

WHEREAS, the City received a waiver of the hearing and notice requirements of 207 CMR 3.02(2) from the Department of Telecommunications and Cable, dated December 18, 2018;

WHEREAS, pursuant to 207 CMR 3.03(3), the Issuing Authority released an Issuing Authority Report;

WHEREAS, the Licensee submitted an amended application in response thereto dated June 20, 2019;

WHEREAS, pursuant to 207 CMR 3.03(4), the Issuing Authority held a public hearing on June 26, 2019 to assess the qualifications of the Licensee, and has found the Licensee to be qualified to operate the Cable System;

WHEREAS, the City and RCN received a waiver from the Massachusetts Department of Telecommunications and Cable of the requirement to grant a provisional license pursuant to 207 CMR 3.03(4);

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City to grant a nonexclusive Final License to the Licensee; and

WHEREAS, the Issuing Authority and the Licensee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

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 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 Peabody resident and/or any Persons affiliated with a Peabody institution to use designated public, education and government ("PEG") access facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use herein.

(2) Access Channel: A video channel which the Licensee owns and shall make available to the City and its designee(s), without charge, for the purpose of transmitting non-commercial programming by members of the public, City officials, boards, departments and agencies, public schools, educational, institutional and/or similar organizations.

(3) Access Provider: The entity or entities, designated by the Issuing Authority from time to time, for the purpose of operating and managing the public, educational and governmental access program and programming, including access funding, equipment and channel(s) on the Cable System(s) serving the City of Peabody.

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

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

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

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

(8) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable, and any successor agency.

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

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

(11) City: The City of Peabody, Massachusetts.

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

(13) 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.

(14) Downstream Channel: A channel over which signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

(15) Drop or Cable Drop: The cable or fiber that connects an Outlet to feeder cable of the Cable System.

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

(17) Effective Date of Final License (the "Effective Date"): June 27, 2019.

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

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

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

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

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

(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) Institutional Network ("I-Net"): The two (2) strand, single mode fiber optic network for the exclusive use of the Issuing Authority or the Issuing Authority's designees and/or other City Users.

(24) I-Net Administrator: The Person in the City, as designated by the Issuing Authority, with primary responsibility for the operation of the I-Net.

(25) Issuing Authority: The Mayor of the City of Peabody.

(26) Leased Channel or Leased Access: A video channel that the Licensee makes available pursuant to Section 612 of the Cable Act.

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(27) License Fee: the payments to be made by Licensee to the City of Peabody and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

(28) Licensee: RCN Telecom Services of Massachusetts, LLC, or any successor or transferee in accordance with the terms and conditions in this Final License.

(29) Normal Business Hours: Those hours during which most similar businesses in Peabody 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.

(30) Origination Capability or Origination Locations: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a video Signal(s) upstream to a designated location.

(31) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.

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

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

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

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

(36) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(37) PEG Access User: A Person utilizing the Cable Television System, including any related facilities for purposes of production and/or transmission of PEG Access Programming, as opposed to utilization solely as a Subscriber.

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

(39) Prime Rate: The prime rate of interest as reported by the Federal Reserve or its successor, however, if a prime rate is reported by the Federal Reserve Bank of Boston it shall be the "Prime Rate" for purposes of this Final License.

(40) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designee(s) for use by, among others, Peabody residents and/or organizations wishing to present non-commercial Programming and/or information to Subscribers and the

public.

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

(42) Scrambling/encoding: The electronic distortion of a signal(s) in order to render it unintelligible or unreceivable without the use of a converter or other decoding device issued by the Licensee.

(43) State: The Commonwealth of Massachusetts.

(44) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, Cable Service provided or distributed by the Licensee.

(45) Subscriber Network: The 750 MHz, bi-directional network, owned, operated and maintained by the Licensee, over which signals can be transmitted to Subscribers.

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

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

(48) 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.

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

ARTICLE 2

GRANT OF FINAL LICENSE

Section 2.1 GRANT OF FINAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Mayor of the City of Peabody, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive Cable Television Final License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the City of Peabody.

(b) This Final License is granted under and in compliance with the Cable Act and M.G.L. c.166A, and in compliance with all rules and regulations of the FCC; the Cable Act; and all applicable federal, State and City statutes, regulations and ordinances, as all may be amended.

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

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

Section 2.2 TERM OF FINAL LICENSE

The term of this Final License shall commence on June 27, 2019 and shall expire at midnight on June 26, 2029.

Section 2.3 NON-EXCLUSIVITY OF FINAL LICENSE

(a) This Final License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the City of Peabody; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any

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purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome, taken on the whole, than those contained in this Final License.

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

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

Section 2.4 POLICE AND REGULATORY POWERS

By executing the Final License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State laws, and City ordinances and regulations that are not specific to this Final License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the City, unless legally prevented from applying such standards in such private ways. Any conflict between the terms of the Final License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of competent jurisdiction in the Commonwealth of Massachusetts, unless agreed to by mutual consent of the parties.

Section 2.5 REMOVAL OR ABANDONMENT

Upon termination of the Final License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable System to a transferee approved by the Issuing Authority, pursuant to applicable law and Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition as soon as reasonably possible. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6 TRANSFER OF THE FINAL LICENSE

(a) Neither this Final License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Final 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 public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Final License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).

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

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

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

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) 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 120 days of receipt of said application or such extended time as may be agreed upon. After 120 days or such extended time period, the application shall be deemed approved.

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

Section 2.7 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 Final License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless occurred, the Issuing Authority may revoke and terminate the Final License, unless such transfer is otherwise allowable by 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 City.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 SUBSCRIBER NETWORK

(a) The Licensee shall own, operate, maintain and make available to all residents of the City a Subscriber Network.

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

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

(d) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the applicable FCC technical specifications which are made a part hereof. At all times throughout the Final License, the Licensee shall meet all applicable FCC technical standards.

Section 3.2 INSTITUTIONAL NETWORK

(a) The Licensee shall construct, operate, maintain and repair, at its sole cost and expense, a minimum of two (2) – two (2) strand single mode (minimum of 2 pairs) Institutional Network (“I-Net”) for the exclusive use of the City, the Issuing Authority’s designee(s), including the Access Provider and/or other City Users. The I-Net shall be fully constructed and operational on or before the commencement of Cable Service on the Licensee’s Cable System. No later than sixty (60) days prior to the Licensee’s commencement of construction of the I-Net, the Licensee shall provide written notice of said commencement date to the Issuing Authority. The Issuing Authority shall have thirty (30) days from the date of receipt of said written notice to provide the Licensee written notice require that the Licensee to pull up to an additional ten (10) pairs of two (2) strand single mode fibers for the I-Net, and whether or not to terminate said additional fiber pairs. The Issuing Authority or its Access Designee shall be responsible for the cost of the additional fiber pairs required to be pulled, as well as the additional termination cost, if any, if terminated is requested and performed.

(b) The I-Net shall be a star-topology fiber-optic network that directly connects the Peabody City Hall (as nucleus of the star) to all of the site locations listed in **Exhibit 3.2** (“I-Net Buildings”), attached hereto and made a part hereof. Maximum attenuation loss between each I- Net site location and the Peabody City Hall shall not exceed -8dB end-to-end at wavelength of 1300 nm.

(c) 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 City and/or Subscribers. The City shall maintain and replace any end-user equipment that it owns and operates.

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(d) The I-Net shall comply in all respects with the technical description of the Peabody Institutional Network in this Section 3.2, including any equipment specified herein.

(e) Pairs of single-mode fiber optic strands shall interconnect each of the buildings and locations as specified in **Exhibit 3.2** attached hereto. Any future City and/or Peabody school buildings shall be connected to the I-Net, upon request of the Issuing Authority.

(f) The I-Net shall be capable of providing voice, video and data services between I-Net Buildings during the term of this Final License.

(g) Each pair of single-mode fiber cables shall terminate at a Licensee-provided fiber patch-panel at each I-Net site location, and at the Peabody City Hall.

(h) 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 FCC standards, if applicable. 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 his or her designee(s) upon reasonable demand.

(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 City 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 City'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.

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

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

(7) 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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(i) The City shall have the right hereto to use the I-Net for any non-commercial purposes whatsoever, including, but not limited to, carrying telephone, telecommunications services and/or Internet Service(s) from third parties for City use on the I-Net for the City's internal use only, without charges of any kind levied by the Licensee. Connectors will be SC/APC to allow video carriage as well as data and telephony.

(j) The Licensee shall supply the appropriate connector, as designated by the Issuing Authority, so as to allow the User(s) origination capability at the institutions specified by the City during the term of the Final License.

(k) The Licensee shall use its best efforts to work with the Issuing Authority and the Issuing Authority's designee(s) to meet the City's reasonable needs in connection with the City's use and development of the I-Net, including, but not limited to, making available to the City a reasonable amount of professional consultation regarding the use and development of the I-Net, from its in-house personnel, on an annual basis, without charge(s) to the City.

(l) Construction, installation and activation of each free-of-charge Drop and Outlet(s) to each of the I-Net buildings shall be completed within ninety (90) days of designation by the City, for aerial Drops, and within one hundred twenty (120) days of designation by the City, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the I-Net Buildings designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet. The City shall designate such officials in writing to the Licensee.

(m) Nothing in this Section 3.2, or elsewhere in the Final License, shall prevent the Issuing Authority from allowing the Access Provider from using I-Net bandwidth.

(n) The Licensee shall continue to have the sole responsibility for maintaining the I-Net for the term of this Final 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. Test results shall be promptly submitted to the I-Net Administrator.

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

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

(q) If applicable and if requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized or passed-through I-Net costs, in sufficient detail to enable the Issuing Authority to understand how such new costs have been externalized or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

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

Section 3.3 EMERGENCY ALERT SYSTEM

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

Section 3.4 PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

ARTICLE 4

**CABLE SYSTEM LOCATION, MAINTENANCE
AND OPERATIONAL STANDARDS**

**Section 4.1 CABLE SERVICE AVAILABLE TO ALL RESIDENTIAL DWELLINGS/
STANDARD INSTALLATION**

(a) The area to be served is the entire City of Peabody. Cable Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via a Public Way or easements in the City over which the City has control and/or a private way, provided that the Licensee is able to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s).

(b) The Licensee shall make its Cable Service available to residents of the City, unless prevented from doing so, subject only to the installation charges referenced herein and subject to Article 8 below, and subject to the provisions in Section 12.4 below.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. A standard underground installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred twenty-five feet (125') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 150' from the existing aerial Trunk and Distribution System, and more than 125' from the existing underground Trunk and Distribution System, and additions thereto, time and materials charges and any applicable costs related to said additional installation, such as make-ready. The Licensee shall have up to, but not more than, ninety (90) days, subject to Force Majeure and the performance of make-ready work in order to survey, design and install non-standard installations that are more than 150' from the existing aerial Trunk and Distribution System and additions thereto or more than 125' from the existing underground aerial Trunk and Distribution System and additions thereto.

Section 4.2 LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable System within the City. Licensee-owned poles, towers, if any, 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 Licensee-owned poles, towers, if any, 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 City having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall

be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the City, unless the City makes public funds available to occupiers of the rights-of-way to aid in the cost of said underground project(s).

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

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

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

Section 4.4 MASTER CONSTRUCTION PLAN AND SCHEDULE

The Licensee shall provide a reasonably detailed master construction plan and construction schedule to the Issuing Authority and/or its designee(s) no later than thirty (30) days after the Effective Date of this License. The Licensee shall provide timely written notice to the Issuing Authority and/or its designee(s) of amendments to time, place and/or manner of construction which would affect the public safety or otherwise materially affect the City or the public. The construction of the Cable System pursuant to Section 4.1 shall be completed within twenty-four (24) months of the Effective Date, subject to Force Majeure pursuant to Section 15.7 below.

Section 4.5 NOTICE CONCERNING CONSTRUCTION ACTIVITIES

On a monthly basis during construction of the Cable System, the Licensee shall supply the Issuing Authority and/or the Issuing Authority's designee(s) with a list of area and an accompanying map(s) which are anticipated to be under construction the following month. The Licensee shall timely furnish the Issuing Authority and/or the Issuing Authority's designee(s) with progress reports indicating in detail the progress in the construction of the Cable System.

Section 4.6 TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to any and all public shade trees and ornamental trees in and along the public way, whether on public or private property, in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules and regulations established by the Issuing Authority, the City Administrator, the Tree Warden and the Department of Public Works during the term of the Final License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City. No cutting of trees on City property shall occur except upon a permit

in writing from the City or designated person by the Department of Public Works provided that such written permit is a requirement of general applicability and not specific to Licensee or cable television operators. Licensee shall use reasonable efforts to secure the permission of the private property owners prior to reasonable tree trimming.

Section 4.7 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable, subject to inspection and approval by the Department of Public Works. 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 4.8 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 City at no cost to the City, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable advance notice necessary to maintain continuity of service.

Section 4.9 DISCONNECTION AND RELOCATION

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

Section 4.10 EMERGENCY REMOVAL OF PLANT

The Issuing Authority or a designee of 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 under the relevant circumstances including an emergency, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 4.11 SAFETY STANDARDS

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

Section 4.12 PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the City's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at City approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on the System maps submitted to the City in accordance with Section 4.13 below. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.13 PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. The Licensee shall promptly repair or replace all private property, 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 4.14 RIGHT TO INSPECTION OF THE SYSTEM

The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect the Cable System, including all construction and installation work performed subject to the provisions of this Final License in order to ensure compliance with the terms and conditions of the Final License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

Section 4.15 SYSTEM MAPS

The Licensee shall at the completion of construction of the Cable System and such other time(s) prior thereto as may be requested in writing by the Issuing Authority, file with the Issuing Authority or its designee(s) "as-built" maps of the Cable System and the I-Net in both hard copy and electronic format, including strand information, however, the Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains. Thereafter, if changes are made to the cable system such that a map(s) is no longer accurate, the Licensee shall file with the Issuing Authority an updated "as-built map(s)", in both forms, with thirty (30) days of such change(s). All such maps, whether hard copy or electronic format shall be provided to the City without any charge.

Section 4.16 SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours' notice to all affected Subscribers.

Section 4.17 DIG SAFE

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 BASIC SERVICE

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

Section 5.2 PROGRAMMING

(a) In accordance with Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 5.2**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, excluding PEG Access Programming, shall be at the sole discretion of the Licensee.

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

Section 5.3 LEASED CHANNELS FOR COMMERCIAL USE

To the extent mandated by federal statute or regulation, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4 COMMERCIAL ESTABLISHMENTS

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

Section 5.5 CABLE COMPATIBILITY

The Licensee shall continue to maintain equipment compatibility in accordance with applicable law and regulation. The Licensee shall comply with applicable federal and State law and regulations with respect to Subscribers' use of non-Licensee equipment for Cable Service.

Section 5.6 CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation

to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof, subject to any rights granted to Subscribers under applicable law or regulations. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System, only during periods of minimum use, and only after a minimum of forty-eight (48) hours' notice to affected Subscribers.

**Section 5.7 DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS INCLUDING
PUBLIC SCHOOLS WITHOUT CHARGE(S)**

If requested in writing by the Issuing Authority, the Licensee shall provide a Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings. The Licensee shall at all times provide such Basic Cable Service to the Peabody TV (119 Foster St., Building 13, Suite 2B, Peabody, MA 01960) or such other PEG Access studio location designated in writing by the Issuing Authority.

Section 5.8 INTERNET SERVICE TO THE CITY

(a) The Licensee shall provide monthly high-speed Internet service to the City for the entire term of this Final License at its sole cost and expense, without charge(s) of any kind to the City, subject to the Issuing Authority's right to waive this requirement with ninety (90) days written notice to the Licensee. Said Internet service shall be connected to one point of presence in the City chosen by the Issuing Authority with a single or combined bandwidth of no less than two hundred fifty (250) mbps in both the upstream and downstream directions at one or more City locations. The bandwidth allocation of said 250 mbps shall be determined by the Issuing Authority and/or its designee. The Licensee shall provide all Internet Protocol and/or other such addressing necessary to allow for a link to the World Wide Web.

(b) The Licensee shall also provide the City with a separate domain with the same five (5) static IP addresses.

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

ARTICLE 6

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

Section 6.1—PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Provider(s), as designated by the Issuing Authority, shall be responsible for the provision of Public, Educational and Government ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2 PEG ACCESS PROVIDER

The Access Provider(s) shall provide services to PEG Access Users and the City, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3, below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease capital items for public, educational and/or government access facilities with the funds allocated for such purposes in Section 6.5 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance, pre-production services, production services and post-production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities;
- (8) Produce non-commercial Video Programming of interest to Subscribers focusing on City 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 make available for use by the Issuing Authority and/or its Access Provider three (3) Licensee-owned standard definition Subscriber Network Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the City, the Issuing Authority and/or the Access Provider and shall be subject to the control and management of the Issuing Authority and/or the Access Provider.

(b) Within ninety (90) days of the Licensee connecting its Cable System to the PEG Access studio, the Licensee shall also activate and provide three (3) high definition PEG Access Channels, beyond and in addition to, the standard definition PEG Access channels referenced in paragraph (a) above, for transmission of high definition signals produced by the PEG Access Provider. The Licensee shall be able to receive at the Headend from the PEG Access Provider high definition signals and shall ensure that those high definition signals are retransmitted in the downstream direction to high definition Subscribers on bandwidth so designated to carry high definition programming created by the PEG Access Provider.

(i) Prior to the activation of the high-definition PEG Access Channels referenced above, the Licensee shall also provide equipment for the interconnection of said channel to the Headend. Said equipment shall be provided, owned, installed, maintained and repaired by the Licensee at its sole cost and expense, but located at the PEG Access studio. There shall be no charge(s) to the Issuing Authority, the City, the PEG Access Provider and/or Subscribers for said equipment. In no case shall the value of said equipment be counted against (i) the PEG Access facilities fund pursuant to Section 6.5 below; (ii) the PEG Access/Cable Related Funding pursuant to Telecommunications Funding or Telecommunications Capital Funding pursuant to Section 7.1 below; (iii) any License Fee payment required by Section 7.3 below, (iii) any other fees or payments required by this Final License and/or by applicable law.

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

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

(e) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the same FCC Technical Standards which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

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

Section 6.4 ANNUAL SUPPORT - PEG ACCESS/CABLE-RELATED FUNDING

The Issuing Authority shall provide the Issuing Authority or its Access Provider if so designated by the Issuing Authority, with annual funding for PEG Access and cable-related matters from and pursuant to the PEG Access/Cable-Related Funding, as provided in Section 7.1 below. Said funding shall be provided on a quarterly basis.

Section 6.5 CAPITAL FUNDING FOR PEG ACCESS FACILITIES

(a) The Licensee shall provide one percent (1%) of the Licensee's Gross Annual Revenues as defined in Section 1.1(22) above, payable on a quarterly basis for PEG capital costs for Public, Educational and/or Governmental Access facilities. Said payments shall be made directly to the Issuing Authority or its Access Provider, if so designated by the Issuing Authority, on the following quarterly basis: (i) on or before May 15th for the previous three (3) month period of January, February and March; (ii) on or before August 15th of each year of this Final License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Final License for the previous three (3) month period of July, August and September; (iii) on or before February 15th of each year of this Final License for the previous three (3) month period of October, November and December.

(i) The first 1% payment of Capital Funding for PEG Access Facilities under this Final License shall be made on or before August 15, 2019 for the previous period from the Effective Date through June 30, 2019.

(ii) Subsequent 1% payments of Capital Funding under this Final License shall be made on the dates in paragraph (a) above.

(iii) The Licensee shall file with each quarterly payment pursuant to this Section 7.1, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenues as defined in Section 1.1(22), for said payment period. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(20).

(iv) In no case shall said 1% payment(s) include the Cable Related/PEG Access funding required by Section 7.1 below.

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

(c) In the event that the Capital Funding for PEG Access Facilities payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payment shall accrue from the date due and be paid to the Issuing Authority and/or the PEG Access Provider at the annual rate of two percent (2%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 6.5(c) shall not be deemed to be part of the funding to be paid to the Issuing

Authority pursuant to Section 6.5 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Final License pursuant to Section 622(g)(2)(D) of the Cable Act.

(d) In the event that the Issuing Authority determines going forward that there is a need for additional capital funding for PEG Access Facilities, the Issuing Authority may, upon one hundred twenty days (120) days written notice to the Licensee, increase the capital funding amount of one percent (1%) of Gross Annual Revenues as set out in this Section 6.5 above to two percent (2%) of Gross Annual Revenues as defined in Section 1.1(22) above. In such event, the Cable-Related/PEG Access Funding provided in Section 7.1 shall be reduced to from five percent (5%) of Gross Annual Revenues to four percent (4%) of Gross Annual Revenues.

Section 6.6 PEG ACCESS FACILITY AND FACILITY EQUIPMENT OWNERSHIP

The City and/or its designee(s) shall own all PEG Access facilities and facility equipment purchased with funding pursuant to Section 6.5 above. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

Section 6.7 PEG ACCESS CABLECASTING

(a) In order that the Issuing Authority or the Issuing Authority's designee(s) and/or the Access Provider can cablecast PEG Access Programming over the Cable System PEG Access Downstream Channels, all PEG programming shall be transmitted from any Origination Location listed in **Exhibit 6.7** to the Cable System Headend or Hub on the Licensee's I-Net made available, without charge, to the Issuing Authority or the Issuing Authority's designee(s) and/or the Access Provider for their use.

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

(c) The Licensee shall provide, own, maintain, repair and/or replace any Headend or Hub signal processing equipment at its sole cost and expense, all necessary processing equipment in order to receive PEG Access programming from the City, its designee(s) and/or Access Provider, or and transmit said signal to the designated Downstream Access Channel(s). The demarcation point between Licensee's equipment and the City's and/or Access Provider's equipment shall with respect to the PEG Access Channels at the PEG Access Studio be at the input of the Licensee owned equipment used for video signal transport. The demarcation point at all other PEG Access video origination locations between the Licensee's equipment and the City's and/or Access Providers equipment shall be at the output of the City's or Access Provider's control output. The Issuing Authority, the Issuing Authority's designee and/or

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the Access Provider shall own, maintain, repair and/or replace transmission equipment at said remote PEG Access origination locations. Nothing herein shall require the Licensee to provide end-user equipment.

(d) The Issuing Authority may waive all or a portion the requirements set out in this Section 6.7 upon sixty (60) days written notice to the Licensee.

Section 6.8 CENSORSHIP

Neither the Licensee, the City or the Access Provider shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

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

Section 7.1 PEG ACCESS/CABLE-RELATED FUNDING

(a) The Licensee shall make PEG Access/cable-related funding payments to the Issuing Authority or if so directed in writing by the Issuing Authority to the Access Provider, in the amount of five percent (5.0%) of Gross Annual Revenues as defined in Section 1.1(22) above, less only applicable License Fee payments to the City and State pursuant to M.G.L. c. 166A, § 9, paid on a quarterly basis as set out below.

Due Date (on or before)

May 15th
August 15th
November 15th
February 15th

For Quarter

January 1 – March 30
April 1 – June 30
July 1 – September 30
October 1 – December 31

(i) The first five percent (5%) payment under this Final License shall be made on or before August 15, 2019 for the previous period from the Effective Date through June 30, 2019.

(ii) Subsequent five percent (5%) payments under this Final License shall be made on the dates in paragraph (a) above.

(b) The Licensee shall file with each quarterly payment pursuant to this Section 7.1, a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenues as defined in Section 1.1(20), for said payment period. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(20).

(c) In no case shall said five percent (5%) payment(s) include the Capital Funding For PEG Access Facilities required by Section 6.5 above; the cost or value of Institutional Network required by Section 3.2 above or the cost or value of Internet Services required by Section 5.8 above. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided by applicable law.

(d) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at two percent (2.0%) above the Prime Rate. Any such late payments to the Issuing Authority pursuant to this Section 7.1(d) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.1 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Final License pursuant to Section 622(g)(2)(D) of the Cable Act.

(E) In the event the Issuing Authority exercises the option to increase Capital Funding for PEG Access Facilities pursuant to Section 6.5 above, from one percent (1%) of Gross Annual Revenues to two percent (2%) of Gross Annual Revenues, the PEG Access/cable-related funding pursuant to this Section 7.1 shall decrease from five percent (5%) to four percent (4%) of Gross Annual Revenues. The Licensee may still subtract from said four percent (4%) payments only the License Fee payments to the City and State are set out in M.G.L. c. 166A, § 9.

Section 7.3 LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City, throughout the term of this Final License, no later than March 15th of each year, unless hereinafter provided for otherwise under applicable law, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other 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 in compliance with applicable law(s).

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

Section 7.4 FRANCHISE FEE

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

Section 7.5 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

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(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Final License shall be construed to limit the 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 Cable System.

Section 7.6 RECOMPUTATION

(a) Tender or acceptance of any payment by or on behalf of the Licensee, including, but not limited to, payments of a Franchise Fee or License Fee and any payment required in this Article 7 shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority or City may have for additional sums, including interest payable under this Articles 6 and 7 of this Final License. All amounts paid shall be subject to audit and recomputation by the Issuing Authority.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority or its designee(s) shall have the right to inspect any records relating to Gross Annual Revenues, as defined in Section 1.1(22) above, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee or payment is owed to the City or its designee, such fee shall be paid within thirty (30) days after such audit and recomputation is provided to the Licensee. The interest on such additional fee shall be charged from the due date the annual rate of two percent (2.0%) above the Prime Rate during the period that such additional amount is owed.

Section 7.7 AFFILIATES USE OF SYSTEM

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

Section 7.8 METHOD OF PAYMENT

All payments by the Licensee to the City pursuant to this Final License shall be made payable to the City and provided to the Office of the Mayor or, if notified in writing by the Issuing Authority, to the City Collector or Treasurer.

Section 7.9 GROSS ANNUAL REVENUE COMPONENTS, METHODS

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

ARTICLE 8
RATES AND CHARGES

Section 8.1 NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, 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. 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.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as Exhibit 8.1.

Section 8.2 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 the Final License shall be construed to prohibit the provision of a Senior Citizen Discount as described in Section 8.4 or the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.3 CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), including but not limited to M.G.L. Chapter 166A, §5(1), 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.

Section 8.4 SENIOR CITIZEN DISCOUNT

The Licensee shall provide senior residents of the City a minimum discount of five dollars (\$5.00) per month off of the Licensee's Basic Service charge. To qualify for this discount, seniors must be: (i) sixty-five (65) years of age or older and head of the household, and (ii) receive one of the following: (a) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Benefits, or (v) participation in the Senior Pharmacy Program. Said discount shall apply to the full level of Basic Service, provided, however, that this discount shall not apply to other discount package prices.

Section 8.5 RATE REGULATION

The City reserves the right to regulate the Licensee's Basic Service rates and charges to the extent allowable under State and federal laws and regulations.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

At all times during the term of the Final License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, naming the City, its officers, boards, commissions, committees, agent and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) Motor vehicle liability insurance for: (i) owned automobiles, trucks and motor vehicles; (ii) non-owned automobiles, trucks and motor vehicles; and (iii) rented automobiles, trucks and motor vehicles, in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) Workers Compensation in the minimum amount of the statutory limit.

(d) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000) umbrella form over all other insurance required by this Section 9.1.

- (e) The following conditions shall apply to the insurance policies required herein:
- (i) Such insurance shall commence no later than the Effective Date of the Final License.
 - (ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.
 - (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
 - (iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.
 - (v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Final License under which the City may immediately suspend operations under the Final

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- License.
- (vi) The Licensee shall be responsible for all deductibles under its own insurance policies.
 - (vii) The City, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.
 - (viii) Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee pursuant to this Final License.
 - (ix) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, a twenty (20) day notice of cancellation or reduction in the coverage amount(s).

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Final License a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Final License.

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

(c) Said bond shall be a continuing obligation of the Final License, and thereafter until the Licensee has satisfied all of its obligations to the City that may have arisen from the grant of the Final License or from the exercise of any privilege herein granted. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Final License.

Section 9.3---REPORTING

Upon written request of the Issuing Authority, 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 City, 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 this Final License, including without limitation, damage to Persons or property, both real and personal, or death, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within thirty (20) business days of receipt of a claim or action pursuant to this section.

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

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

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

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee(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 Final License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 below.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

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

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Final License including, but not limited to, the maintenance, operation and/or removal of the Cable System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the City. 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 may issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Final License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 below. Said report may report on the Licensee's compliance to the terms and conditions of this Final License, as well.

Section 10.3---NONDISCRIMINATION

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

Section 10.4---JURISDICTION AND VENUE

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

Section 10.5---CITY'S RIGHT TO INTERVENTION

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

ARTICLE 11

DETERMINATION OF BREACH, LIQUIDATED DAMAGES AND LICENSE REVOCATION

Section 11.1 DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Final License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have 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.

(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 twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

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

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Final License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) Seek specific performance of any provision in the Final License that reasonably lends itself to such remedy as an alternative to damages;
- (ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (iii) Commence an action at law for monetary damages;
- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Final License to be revoked subject to Section 11.3 below and applicable law;

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

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Final License, liquidated damages may be invoked by the Issuing Authority and, if so, 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 receives written notice, pursuant to Section 15.12 below, 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 this Section 11.1(d).

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

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

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Final License in accordance with Section 2.6 herein, Two Hundred Seventy-Five Dollars (\$275.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions in accordance with the timelines I Article 6 above, One Hundred Dollars (\$100.00) per day, for each day that any such non-compliance continues, provided, however, that Section 6.5 above is not subject to assessment of liquidated damages only during such time that interest charges are being leveled.

(5) For failure to comply with the FCC Customer Service Obligations in accordance with Section 12.5 below and Exhibit 12.5 attached hereto, One Hundred Dollars (\$100.00) per day, for each day such non-compliance continues.

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

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

Section 11.3---REVOCATION OF THE FINAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 above, in the event that the Licensee fails to comply with any material provision of the Final License, the Issuing Authority may revoke the Final License granted herein.

Section 11.4---TERMINATION

The termination of the Final License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Final License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above or (ii) the expiration of the term of the Final License. In the event of any termination, the Issuing Authority shall have all of the rights provided in the Final License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

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 give the other party reasonable notice that an action will be filed.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

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

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

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

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

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

(d) The failure of the Issuing Authority or the City to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing

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Authority or the City to take any action permitted by this Final License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 CUSTOMER SERVICE OFFICE

(a) The Licensee shall comply with the customer service center and bill payment location requirements of the FCC's Customer Service Obligations at 47 C.F.R. §76.309 (c)(1)(iv), incorporated by reference in Section 12.5 and Exhibit 12.5 below. Within twelve (12) months of the Licensee reaching two thousand five hundred (2,500) Subscribers in the City of Peabody at any time during the first six (6) years of this Renewal License, the Licensee shall so inform the Issuing Authority, in writing, of reaching said Subscriber milestone. The Licensee shall thereafter, within twelve (12) months of reaching said Subscriber milestone commence operating a customer service office in the City of Peabody or in a municipality contiguous to Peabody, if the Licensee is not otherwise doing so at the time. If the Licensee believes that there is good reason why it should not be so required at that time to commence operation of a customer service office in the City of Peabody or a municipality continuous to Peabody at that time, the Licensee may submit a request for a waiver of this customer service office requirement to the Issuing Authority, including the reasons why in the judgment of the Licensee the operation of such a customer service office is not needed at that time to serve its Peabody Subscribers. The Issuing Authority may grant such a waiver in sole determination after considering the waiver request and the reasons presented therefore by the Licensee, in good faith. The Issuing Authority shall provide its determination as to any such waiver request to the Licensee in writing. The Issuing Authority's determination shall not be reviewable or appealable. The Licensee may seek a similar waiver after it commences operation of a customer service office pursuant to the above requirement, pursuant to the same waiver standard and process as set out for the initial waiver request, but shall not do so more than once in any year.

(b) The customer service office shall, among other things: (i) provide sales to potential and existing Subscribers; (ii) receive customer payments; and (iii) provide for returning and exchanging equipment. Said office shall be open for walk in business during Normal Business Hours, as defined herein.

(c) In the event the Section 12.1(a) customer service requirement is triggered and otherwise not waived pursuant to the provisions of said Section 12.1(a), and the Licensee needs to relocate its customer service office located in the City of Peabody or a municipality continuous to Peabody, , the Licensee shall re-establish and commence operating a full-time customer service office in the City of Peabody or in a contiguous municipality, in a timely manner, but in no event more than eight (8) months later.

(d) There shall be no charges to the Issuing Authority and/or the City in connection with the operation of said customer service office.

(e) The Issuing Authority has the right to waive the requirements in this Section 12.1 in whole or in part if it deems such waiver to be in the best interest of the City.

Section 12.2 TELEPHONE ACCESS

(a) The Licensee shall comply with the telephone access provisions of the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 12.2**, during Normal Business Hours, as defined therein.

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

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

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(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 CENTER

(a) The Licensee shall maintain and operate its customer service call center 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 center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center 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. The Licensee shall log all such after-hours calls. 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 provide Cable Service(s), for new aerial installations, to City residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as

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possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more 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) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business morning.

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

(d) System outages shall be responded to promptly by technical personnel. For purposes of the 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.

(e) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) 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 12.5**.

Section 12.6 BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 12.6** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;
- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;

(vii) Billing Disputes; and

(viii) Security Deposits.

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/inquiries, as follows:

Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. 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 the Final License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Needham 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 attempt to resolve such matter.

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

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 that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9 EMPLOYEE/CONTRACTOR IDENTIFICATION CARDS

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

RCN, and shall comply with applicable City ordinances and regulations.

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

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

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

(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. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13 DISTRIBUTION OF SUBSCRIBER INFORMATION

Except as permitted by Section 631 of the Cable Act, the Licensee and its agents and/or employees shall not, without giving Subscribers the 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 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.

**Section 12.14 INFORMATION WITH RESPECT TO VIEWING HABITS AND
SUBSCRIPTION DECISIONS**

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

Section 12.15 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

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

Section 12.16 PRIVACY STANDARDS REVIEW

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

Section 12.17 WAIVER

The Issuing Authority has the right to waive the requirements in this Article 12, in whole or in part, if it deems such waiver to be in the best interest of the City.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the City any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Final 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 City Attorney for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2 FINANCIAL REPORTS

Upon written request, the Licensee shall furnish the Issuing Authority and/or its designee(s) with any financial forms and reports required by State and/or federal law, including the Cable Division Form 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law. The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3 CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, the number of Basic Service Subscribers.

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 Final License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, 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 (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis); and (ii) confirmation that, under Normal

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Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

Section 13.5 SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 to the Issuing Authority, or its designee(s), as required by the regulations or requirements of the Cable Division or the Department of Telecommunications and Cable.

Section 13.6 INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 above, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7 ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with applicable FCC regulations.

Section 13.8 QUALITY OF SERVICE

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

Section 13.9 DUAL FILINGS

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

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Section 13.10 ADDITIONAL INFORMATION

At any time during the term of the Final License, upon the reasonable written request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Final License and subject to Section 13.1 above.

Section 13.11 INVESTIGATION

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

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ARTICLE 14

EMPLOYMENT

Section 14.1 EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2 NON-DISCRIMINATION

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 ENTIRE AGREEMENT

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

Section 15.2 CAPTIONS

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

Section 15.3 SEVERABILITY AND PREEMPTION

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

Section 15.4 ACTS OR OMISSIONS OF AFFILIATES

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

Section 15.5 FINAL LICENSE EXHIBITS

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

Section 15.6 WARRANTIES

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

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(b) 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 date of execution of this Final License, to enter into and legally bind Licensee to this Final License and to take all actions necessary to perform all of its obligations pursuant to this Final License;

(c) This Final License is enforceable against Licensee in accordance with the provisions herein;

(d) There is no action or proceedings pending or threatened against Licensee which would interfere with performance of this Final License; and

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

Section 15.7 FORCE MAJEURE

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

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 ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

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Section 15.9 SUBSCRIBER TELEVISION SETS

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

Section 15.10 APPLICABILITY OF FINAL LICENSE

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

Section 15.11 NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) or by overnight courier service to the Mayor, as follows, or to such other address as the Issuing Authority may specify in writing to Licensee,

Office of the Mayor
City of Peabody
Peabody City Hall
24 Lowell Street
Peabody, MA 01960

with a copy to:

City Solicitor
City of Peabody
Peabody City Hall
24 Lowell Street
Peabody, MA 01960

(b) Every notice to be served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) or by overnight courier service to the Licensee as follows, or to such other address (or an additional address) as the Licensee may specify in writing to Licensee:

Vice President and General Manager
RCN Telecom Services of Massachusetts, LLC
105 West First Street
Boston, Massachusetts 02127

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(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

Section 15.12 NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to 47 U.S.C. Section 555(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the City 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, Final, transfer or amendment of this Final License.

Section 15.13 CITY'S RIGHT OF INTERVENTION

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

Section 15.14 TERM

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

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE

In Witness Whereof, this Final Cable Television License is hereby issued by the Mayor of the City of Peabody, as Issuing Authority, this 27th day of June 2019 and all terms and conditions are hereby agreed to by RCN Telecom Services of Massachusetts, LLC.


CITY OF PEABODY

By its:

Mayor as Issuing Authority


Edward A. Bettencourt


Approved as to legal form:


William H. Solomon, Special Cable Counsel

Michael Smerczynski, City Solicitor

**RCN Telecom Services
of Massachusetts, LLC**

Signature



Print Name:



Title

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EXHIBIT 3.2
I-Net Buildings

Peabody City Hall	24 Lowell St.
Central Fire Station	41 Lowell St.
Fire Chiefs Office	47 Lowell St.
Engine 3 Station	5 Prospect St.
Engine 4 Station	96 Tremont St.
Engine 5 Station	27A Lynn St.
Engine 7 Station	597 Lowell St.
Peabody Police Station	6 Allens Lane
Peabody Municipal Light Plant (PMLP)	201 Warren St. Extension
Pumping Station	Coolidge Ave.
Water Treatment	300 Butternut Ave.
Torigian Community Life Center	75 Central St.
Peabody Institute Library	82 Main St.
South Branch Library	78 Lynn St.
West Branch Library	603 Lowell St.
George Peabody Museum	205 Washington St.
Parks and Recreation Department	50 Farm Ave.
Peabody Access TV	119R Foster St., Building 13
Brown School	198 Lynn St.
Burke School	127 Birch St.
Carroll School	60 Northend St.
Center School	18 Irving St.
Higgins Middle School	85 Perkins St.
School Administration Bldg.	27 Lowell St.
Kiley School	21 Johnson St.
McCarthy School	76 Lake St.
South School	16 Maple St.
Peabody Veterans Memorial High School	485 Lowell St.
Welch School	50 Swampscott St.
West School	15 Bow St.

EXHIBIT 5.2

PROGRAMMING (BROAD CATEGORIES)

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT 6.7

PEG ACCESS ORIGINATION LOCATIONS

Peabody City Hall	24 Lowell St.
Central Fire Station	41 Lowell St.
Fire Chief's Office	47 Lowell St.
Engine 3 Station	5 Prospect St.
Engine 4 Station	96 Tremont St.
Engine 5 Station	27A Lynn St.
Engine 7 Station	597 Lowell St.
Peabody Police Station	6 Allens Lane
Torigian Community Life Center	75 Central St.
Peabody Institute Library	82 Main St.
South Branch Library	78 Lynn St.
West Branch Library	603 Lowell St.
George Peabody Museum	205 Washington St.
Parks and Recreation Department	50 Farm Ave.
Peabody Access TV	119R Foster St., Building 13
Brown School	198 Lynn St.
Burke School	127 Birch St.
Carroll School	60 Northend St.
Center School	18 Irving St.
Higgins Middle School	85 Perkins St.
School Administration Bldg.	27 Lowell St.
McCarthy School	76 Lake St.
South School	16 Maple St.
Peabody Veterans Memorial High School	485 Lowell St.
Welch School	50 Swampscott St.
West School	15 Bow St.

EXHIBIT 12.5

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:

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

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

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

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

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

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

(i) Notifications to subscribers--

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

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

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

(ii) Billing--

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

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

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

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

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

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

(4) Definitions--

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

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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 12.6

BILLING AND TERMINATION OF SERVICE

207 CMR 10.00

10.01: Billing Practices Notice

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

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

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10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

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

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

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and

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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.

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- (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.