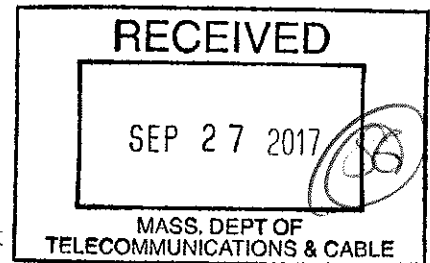




TOWN OF PRINCETON

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By E-Filing (to dtc.efiling@massmail.state.ma.us)

September 27, 2017

Sara Clark, Department Secretary
Mass. Department of Telecommunications and Cable
1000 Washington Street, Suite 821
Boston, MA 02118-6500

RE: Town of Princeton Charter Final License
Issuing Authority Statement

Dear Secretary Clark:

The Town of Princeton Board of Selectmen, in its capacity as cable television license Issuing Authority, voted the approval of, and executed, a Final License to Charter, effective September 21, 2017 and expiring on September 20, 2032, a copy of which is enclosed. This letter will serve as the Issuing Authority's written public statement reporting the license grant and the reasons for it pursuant to 207 CMR 3.04(5), as authorized by the Board of Selectmen.

The Issuing Authority states as reasons for the grant that it found that the Final License codified the license proposed by Charter in its Amended Application as approved by the Issuing Authority and as set forth in the May 1, 2017 Issuing Authority's Statement of Reasons previously filed with the Department, incorporated herein by reference; and Charter possessed the technical, legal, financial and other qualifications as needed for operation of a cable system. In addition, Licensee worked diligently with the Town to execute a reasonable final license incorporating terms and conditions as required under MGL c. 166A and in furtherance of the public interest.

Please enter this statement in the Department's files as applicable. Thank you for your attention to this matter.

Very truly yours,

Nina Nazarian
Town Administrator

Enclosure

cc: Anna Lucey, Charter
Board of Selectmen

Town of Princeton Final Cable Television License

EFFECTIVE DATE: 09-21-17

EXPIRATION DATE: 09-20-32

TOWN OF PRINCETON
COMMONWEALTH OF MASSACHUSETTS

FINAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

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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.

(a) Access - The right or ability of any Princeton resident and/or any Persons affiliated with a Princeton institution to use designated Public, Education and Government ("PEG") access facilities and equipment and/or Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee.

(b) Access Provider — The entity or entities as designated from time to time by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the Cable Television System in accordance with this License and 47 U.S.C. § 531.

(c) 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.

(d) Basic Cable Service — The lowest tier of service which may include the retransmission of local television broadcast signals.

(e) Cable Act — The Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. § 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(f) Cable Television System or Cable System — The facility owned, constructed, installed, operated and maintained by Licensee in the Town, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, 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 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 this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

Town of Princeton Final Cable Television License

(g) Cable Division — The Competition Division of the Massachusetts Department of Telecommunications and Cable established pursuant to Massachusetts General Laws (M.G.L.) c. 166A.

(h) Cable Service or Service — The one-way transmission to subscribers of (i) Video Programming, or (ii) other Programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

(i) Drop — The connection between a home or building to the feeder cable of the Subscriber Network.

(j) Effective Date — The date when both parties execute the License.

(k) FCC — The Federal Communications Commission or any successor governmental entity.

(l) Franchise Fee — The payments to be made by Licensee to the Issuing Authority, the Town, and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(m) Gross Annual Revenues — The revenues received by the Licensee and/or its Affiliates, as determined in accordance with generally accepted accounting principles, from the operation of the Cable System in the Town to provide Cable Service, including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges related to Cable Service; all digital Cable Service revenues; all commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium Cable Services and Pay-Per-View revenues; converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; fees paid for channels designated for commercial use; home shopping revenues; and advertising revenues. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly from or in connection with the operation of the Cable System in the Town to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include: any taxes, fees or assessments collected by the Licensee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the License Fee, Franchise Fee, or any sales or utility taxes; credits, refunds and deposits paid to Subscribers; and actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(n) Issuing Authority — The Board of Selectmen of the Town of Princeton or the lawful designee thereof.

(o) License — This License and any amendments or modifications in accordance with the terms herein.

(p) Licensee — Charter Communications Entertainment I, LLC (l/k/a “Charter Communications” or “Charter”), or any successor or transferee in accordance with the terms and conditions in this License.

(q) License Fee — The payments to be made by Licensee to the Town and the State, which shall have the meaning as set forth in M.G.L.c. 166A § 9.

(r) Outlet — An interior receptacle that connects a television set or converter box to the Cable Television System.

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

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

(u) 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.

(v) PEG Access Programming — Non-commercial programming produced by any Princeton residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. § 531 and this License.

(w) Person — Any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(x) Private Way — A private way is defined in accordance with applicable State laws.

(y) Public, Educational and Governmental (PEG) Access Channel — A video channel which the Licensee shall make available to the Town and designees of the Town, including Access users without charge, for the purpose of transmitting noncommercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(z) Public Way — The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, compatible public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town for compatible uses, which shall entitle Licensee, subject to applicable law, to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property

rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(aa) Public Buildings — Those buildings owned or leased by the Issuing Authority for municipal government purposes, and shall not include buildings owned by Issuing Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(bb) Standard Installation — An installation which can be completed using an aerial Drop of up to one hundred twenty-five feet (125') from the nearest point of serviceability on the Licensee's plant.

(cc) State — The Commonwealth of Massachusetts.

(dd) Subscriber — Any Person who is billed for and authorized to receive Cable Service from the Licensee.

(ee) Subscriber Network — The trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ff) Town — The Town of Princeton, Massachusetts.

(gg) Trunk and Distribution System — The portion of the Cable System for the delivery of Cable Services, but not including the Drop to Subscriber's residences.

(hh) Video Programming or Programming — shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2 - GRANT OF LICENSE

SECTION 2.1 - GRANT OF LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive License to Licensee, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System within the municipal limits of the Town. Nothing in this Franchise shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This 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 and the Cable Division in force and effect during the period for which this License is granted.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

(a) The term of this non-exclusive License shall be for a period of fifteen (15) years, commencing on the Effective Date and shall terminate at midnight on the date 15 years after the Effective Date.

SECTION 2.3 - RENEWAL

- (a) In accordance with the provisions of federal law, M.G.L. c. 166A § 13 and applicable regulations, this License shall be subject to additional renewals for periods not to exceed ten (10) years or such other periods as allowed by law.
- (b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Licensee and the Issuing Authority and shall contain such terms as Licensee and the Issuing Authority may then agree.

SECTION 2.4 - RESERVATION OF AUTHORITY

- (a) Nothing in this License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description; (b) be construed as a waiver of any codes or bylaws/regulations of general applicability and not specific to the Cable Television System, Licensee, or this License; or (c) be construed as a waiver or release of the rights of the Issuing Authority. Any conflict between the terms of this License and any present or future exercise of the town's police and regulatory powers shall be resolved by a Massachusetts court of appropriate jurisdiction.
- (b) Notwithstanding any other provision in this License, in the event any change to state or federal law occurring during the term of this License eliminates the requirement for any Person desiring to provide video service or Cable Service in the Town to obtain a license from the Issuing Authority, Licensee shall terminate this License unless state or federal law allows Licensee to continue operating under the terms of this License until the date of expiration.

SECTION 2.5 - NON-EXCLUSIVITY OF LICENSE

- (a) This 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 and Private Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town; or the right of the Issuing Authority to permit the use of the Public and Private Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.
- (b) The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.
 - (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 License, 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 than those contained in this 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 than those contained in this License, the Issuing Authority shall negotiate, in good faith, equitable

amendments to this License within a reasonable time and the relief requested shall not be unreasonably withheld.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. c. 166A and applicable regulations promulgated thereunder.

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier services within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from a material obligation(s) of its license, which may include amendments to the license, that causes said other cable television license to be more favorable or less burdensome than this License, 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. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be favorable or less burdensome than this License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this License.

SECTION 2.6 - POLICE AND REGULATORY POWERS

(a) By executing this License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce generally applicable by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable Town by-laws and lawful regulations, provided such are of general applicability and not specific to this License, the Licensee and/or Cable System. In the event of any conflict between this License and any Issuing Authority ordinance or regulation, apart from the lawful police powers of the Town, materially contradicting the applicable provisions of this License, the terms of this License shall prevail. This License is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, neither party may take any unilateral action, which materially changes the mutual promises in this contract. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority.

SECTION 2.7 - REMOVAL OR ABANDONMENT

(a) Upon termination of this License by passage of time or otherwise, unless 1) the License is renewed for another term or 2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.8 below or 3) unless otherwise operating under the terms of this License as allowed by applicable law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public and Private Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Upon

written request of the Licensee, the Issuing Authority may waive this requirement for good cause shown.

SECTION 2.8 - TRANSFER OF THE LICENSE

- (a) Pursuant to M.G.L. c. 166A § 7, as may be amended from time to time, neither the 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 License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application. A transfer or assignment of a 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 a license or control thereof under this License, unless otherwise provided by applicable federal or state law. An "affiliated company" is any Person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person or entity. To the extent consistent with applicable laws governing license transfer, no such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the License or Cable System to secure indebtedness.
- (b) Pursuant to applicable state and federal law, as may be amended, in considering a request to transfer control of the License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under applicable law or regulation.
- (c) The consent or approval of the Issuing Authority to any assignment or transfer of the License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public and Private Ways or any other rights of the Town under the License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the License.
- (d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.
- (e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended in writing by mutual agreement of the parties pursuant to applicable law.
- (f) 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 License.

SECTION 2.9 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

- (a) Any transfer of the Cable System without the Licensee and the transferee complying with Section 2.8 above shall be null and void, and shall be deemed a material breach of this License.
- (b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this 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 Town.

ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

- (a) The Licensee shall make Cable Service distributed over the Cable System available to every existing residence as of the date of Licensee's initial application dated January 11, 2017, that is within the Town; provided, however, that (i) all such homes are on the Public Way or a Private Way (provided Licensee can obtain lawful access to the Private Way); (ii) such Public Ways or Private Ways can be accessed by Licensee from a Public Way without crossing a Town boundary; and (iii) to the extent that Licensee shall require easements, attachment to utility poles or other rights not granted herein, then such easements, attachments or other rights are available to Licensee on reasonable terms and conditions. Nothing herein shall be construed to preclude Licensee from charging a fee to any Subscriber or potential Subscriber for a Standard Installation or non-standard installation, as may be applicable. The Licensee may elect to provide Cable Service to areas not meeting the above standard. Licensee retains full ownership rights and interest in all portions of its Cable Television System, including, but not limited to, converters that it leases to Subscribers, the Distribution Plant, the Drops, the Outlets, the Subscriber Network, and the Trunk and Distribution System, as authorized in accordance with applicable law.
- (b) Provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation so long as such additional time does not result in additional cost to the project developer or the Town. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. The developer shall be responsible for the digging and back-filling of all trenches where such digging and back-filling is initiated by developer as part of its own residential subdivision trenching.

SECTION 3.2 - CONSTRUCTION

- (a) The Licensee shall construct, install, operate and maintain a Cable Television System in the town with a capacity of carrying video channels in the downstream and upstream directions.
- (b) All of the Licensee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable,

coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

SECTION 3.3 - LINE EXTENSION POLICY

(a) The Licensee shall extend Cable Service to all new homes constructed after the date of the application (November 3, 2016) within the Town where there is a minimum density of at least twenty (20) residences per linear strand mile of aerial cable as measured from Licensee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service. The Cable Service will be provided at Licensee's published rate for standard installations if such residence is a Standard Installation.

(b) Provided that Licensee has ninety (90) days' prior written notice of completion of access way Licensee shall obtain all necessary permits and make Cable Service available within forty-five (45) days.

SECTION 3.4 - INSTALLATION SCHEDULE

(a) The Licensee shall complete construction of Cable System on or before twelve (12) months after the receipt of a commitment for a grant from the Mass Technology Collaborative/MBI, the completion of all make-ready work and the receipt of all required pole licenses and permits.

(b) After completion of all make-ready work and the receipt of all required pole licenses and permits, and prior to the construction of the Cable System, the Licensee shall confer with the Issuing Authority on the construction of the Cable System. Following the commencement of construction of the Cable System, every three (3) months until the System is completed, the Licensee shall provide written reports to the Town detailing Licensee's progress in construction of the System. Licensee shall, upon request, meet or confer with the Town to discuss such progress.

(c) So long as the Licensee operates a business office in Massachusetts, Subscribers shall be able to conduct business at such office(s). Licensee shall ensure that all Subscribers are able to contact Licensee by a toll-free telephone call or on-line twenty-four (24) hours per day, seven (7) days a week.

(d) The Licensee shall provide Cable Service to Multiple Dwelling Units in accordance with this License and applicable laws.

SECTION 3.5 - INSTALLATION CHARGES

(a) Standard Installation - Any dwelling on a Public or Private Way within one hundred twenty-five feet (125 ft.) aerial of the nearest serviceability point on the Cable System shall be entitled to a Standard Installation rate.

(b) For non-standard installations, Licensee shall provide a detailed estimate for the total installation. Subscriber shall have the right to provide suitable access way and provisions for cable pulling at their own cost.

SECTION 3.6 - SUBSCRIBER NETWORK

(a) The System shall be capable of continuous twenty-four (24) hour daily operation without severe material degradation of signal except during outages or extremely inclement

weather or immediately following extraordinary storms that adversely affect utility services or damage major system components.

(b) The System shall use equipment generally used in high-quality, reliable, modern systems of similar design, including but not limited to back-up power supplies capable of providing power to the system for two hours in the event of an electrical outage.

(c) The Licensee shall comply with applicable law concerning Subscriber privacy, including 47 U.S.C. § 551.

(d) Licensee's Princeton cable system will be not less than an 860 MHz Cable System.

SECTION 3.7 - LOCATION OF THE CABLE TELEVISION SYSTEM

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

SECTION 3.8 - SUBSCRIBER NETWORK CABLE DROPS

(a) Subject to applicable law, Licensee shall provide one Outlet and Basic Cable Service, at no charge to the Town, to each Municipal Building, public school, municipal police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in Exhibit 1 attached hereto.

(b) Upon written request by the Issuing Authority, and subject to applicable law, Licensee shall provide one (1) Standard Installation, one Outlet and Basic Cable Service at no charge to any new Public Municipal Building.

(c) For all locations subject to subsection (b) above, the Issuing Authority or its designee shall be responsible for any costs in excess of a Standard Installation based on additional actual costs incurred by Licensee in the installation. The Licensee shall discuss the location of each Drop and Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to receive such a Drop and Outlet, prior to any such installation.

(d) Nothing in this Section shall require Licensee to move existing or install additional Drops or Outlets at no charge to those existing buildings included in Exhibit 1 or to move existing or install additional Drops or Outlets to buildings in which Drops or Outlets are hereinafter installed pursuant to subsection (b) above.

(e) It is understood that the Licensee shall not be responsible for any internal wiring of such Public Buildings other than required to install the Drop or Outlet required pursuant to this Section 3.8.

SECTION 3.9 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge Licensee shall provide Subscribers with the capability to control the reception of and block access to any channel of the Cable System.

- (b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said box.
- (c) Licensee shall inform its Subscribers of the availability of the lockout device at the time of installation and annually thereafter.

SECTION 3.10 - EMERGENCY ALERT OVERRIDE CAPACITY

- (a) Licensee 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 3.11 - SYSTEM TECHNICAL SPECIFICATIONS

- (a) The Cable System shall conform to the FCC technical specifications, including 47 C.F.R. § 76.05, which are incorporated herein by reference. At all times throughout the License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4 - TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

- (a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.
- (b) The construction, maintenance and operation of the Cable Television System for which this License is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to the Occupational Safety & Health Administration (OSHA) regulations, the Massachusetts Electrical Code, the National Electrical Safety Code, the National Electrical Code, and the rules and regulations of the FCC, the rules and regulations of the Cable Division, any other applicable Massachusetts laws and regulations, applicable Town bylaws and regulations, and all applicable land use restrictions as the same exist or as same may be hereafter changed or amended in a manner consistent with this License.
- (c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.
- (d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and Public Ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - REPAIRS AND RESTORATION

- (a) Whenever 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 possible as before entry as soon as practicable. If the pavement is under Moratorium (paved within five (5) years), then the Licensee shall repair the pavement in accordance with the Policy on Permanent Asphalt Repairs Related to Roadways under Moratorium, adopted by the

Board of Selectmen. If 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 Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Licensee upon written demand by the Issuing Authority. However, prior to such repair or restoration the Town should submit a written estimate to Licensee of the actual cost of said repair or restoration.

(b) As of the date of this License, roads which were paved within the last five (5) years with underground service, include but are not limited to, Hickory Drive, Oak Circle, and Grow Lane.

SECTION 4.3 - UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 3.4(a) above, underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(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. In the event the Town develops an undergrounding project for which it plans to utilize Town funds to reimburse utilities for the cost of said undergrounding, it shall notify the Licensee of such and discuss with the Licensee how the Licensee may be eligible for such funding consistent with equitable principles and applicable law.

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

SECTION 4.4 - TREE TRIMMING

(a) Licensee shall have authority to trim trees upon and overhanging Public Ways or public places so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with M.G.L. c. 87 and any Town bylaws/ordinances and regulations.

SECTION 4.5 - STRAND MAPS

(a) The Licensee shall, upon written request, make available for inspection by the Issuing Authority strand maps of the Cable System plant installed in the Town. Upon written request, said strand maps shall also be made available in electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

SECTION 4.6 - BUILDING MOVES

(a) In accordance with applicable laws, Licensee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s), provided that the expense of such is paid in accordance with applicable law. Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire relocations.

SECTION 4.7 - DIG SAFE

(a) Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L. c. 82.

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Ways, 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 by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.9 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Town to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability.

(b) The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement.

SECTION 4.10 - RIGHT TO INSPECTION

(a) In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority and/or its designee(s) shall have the right, at its sole cost and expense, to inspect the plant and equipment of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable written notice to the Licensee. The Licensee shall have a representative present during such inspections.

SECTION 4.11 - PRIVATE PROPERTY

(a) 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 Town. The Licensee shall at its sole cost and expense, promptly repair or replace to as good a condition as prior existed, all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.12 - PEDESTALS

(a) In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways and Private Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town, regulations and/or by-laws.

SECTION 4.13 - SERVICE INTERRUPTIONS

(a) Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Cable Service for the purpose of non-routine repairing, constructing 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.

ARTICLE 5 – PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

(a) Licensee shall make available a Basic Cable Service tier to all Subscribers in the Town subject to applicable statute or regulation.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. § 544, Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit 2. Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee and are subject to change.

(b) Licensee shall comply with 76.1603(c)(3)(i)(b) of the FCC Rules and Regulations as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations regarding notice of Programming changes.

SECTION 5.3 - REMOTE CONTROLS

(a) To the extent required by law, Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Licensee, if any, and allow the use of remotes. Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote-control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

(a) To the extent required by law, all broadcast signals that are transmitted to Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE

(a) Pursuant to 47 U.S.C. § 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial access channels shall be negotiated between Licensee and the commercial user in accordance with federal law.

SECTION 5.6 - CONTINUITY OF SERVICES

(a) It shall be the right of all Subscribers to receive Cable Service insofar as Subscribers honor their financial and other obligations to the Licensee; 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, who repeatedly refuses or fails to comply with the Licensee's terms and conditions of service, and/or is otherwise obtaining any

Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failures.

SECTION 5.7 - COMMERCIAL ESTABLISHMENTS

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

ARTICLE 6 - PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for Public, Educational and Governmental ("PEG") Access shall be provided in accordance with federal law, 47 U.S.C. § 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User — whether an individual, educational or governmental user — acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity pursuant to Section 611 of the Cable Act, to the extent allowed by applicable law.

(b) Licensee shall, if requested by the Issuing Authority, provide the Educational Access Channel originating from Wachusett Regional High School and up to two (2) additional channels for Public, Educational, or Government ("PEG") Access, for future availability for PEG Access programming provided by the Issuing Authority and/or its designee, for use as determined by the Issuing Authority. Any request for a PEG Access channel shall be based on an affirmative vote of the Issuing Authority and made in writing at least one hundred eighty (180) days prior to activation.

SECTION 6.2 - PEG ACCESS PROVIDER

(a) If the town requests use of the PEG channels during the term of the License, the designation of the PEG Access Provider shall be determined by the Issuing Authority, at the time of such request by the Issuing Authority.

SECTION 6.3 - PEG ACCESS CABLECASTING

(a) If the Town requests use of a PEG channel other than the regional Educational Access Channel described in Section 6.1(b) during the term of the License, the Licensee agrees to provide a video return line, within twelve (12) months of a written request from Issuing Authority, at either the Town Hall or the Thomas Prince School at no charge to the Town, and negotiate a reasonable cost to the Town for the provision of one additional video return line upon request of the Issuing Authority.

SECTION 6.4 - PEG ACCESS SUPPORT

(a) Licensee shall allocate one and one-quarter percent (1.25%) of Gross Annual Revenue to the Town for annual PEG Access Support, commencing within ninety (90) days of the Issuing Authority's written request. Each such payment shall be accompanied by a general statement of

the total amount of Gross Annual Revenue subject to the fee and the revenue attributable thereto, and the total PEG Access Operating Support amount due. Such annual support shall be payable not later than forty-five days after the end of each twelve-month period hereunder.

(b) The request for PEG Access Support shall not be made without an affirmative vote of the Issuing Authority.

SECTION 6.5- PEG ACCESS CAPITAL PAYMENTS

(a) Within ninety (90) days of a written request of the Issuing Authority, Licensee shall provide a grant in the amount of twenty-five thousand dollars (\$25,000.00) to the Town for PEG Access capital support, subject to said request being made prior to the third (3rd) anniversary of the Effective Date.

(b) On or before the fifth (5th) anniversary of the Effective Date, Licensee shall provide an additional grant in the amount of twenty-five thousand dollars (\$25,000) to the Town for PEG Access capital support within ninety (90) days of a written request from the Issuing Authority.

SECTION 6.6 - REPORT OF DISBURSEMENTS

(a) At the request of the Licensee, on or before February 15th of each year of this License, the Issuing Authority, or its designee, shall submit to the Licensee a written report showing actual disbursements made of the funds provided pursuant to this License to an access corporation, if any, by the Licensee on behalf of the access corporation, pursuant to Article 6 herein.

(b) Said report shall detail the allocation of funds and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee finds that any use of the funds by the access corporation, if any, has been inappropriately related to PEG Access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the Issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take the necessary measures to better assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee believes that the use of funds again has not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's beliefs, the Licensee's obligation to provide further PEG Access support and/or PEG Access capital payments shall cease.

ARTICLE 7 - FRANCHISE FEES AND LICENSE FEES

SECTION 7.1 - LICENSE FEE PAYMENTS

(a) Pursuant to M.G.L. c. 166A, §9, the Licensee shall pay to the Town, throughout the term of this License, a License Fee equal to fifty cents (\$0.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to state and federal law. The number of Subscribers, for purposes of this Section 7.1, shall be calculated in compliance with applicable law(s).

SECTION 7.2 - FRANCHISE FEE

(a) In accordance with Section 622(b) of the Cable Act, the Licensee shall not be liable for a total Franchise Fee pursuant to this License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG access support pursuant to Section 6.4, above; (ii) any License Fee(s) that may be payable to the Town and to the State pursuant to M.G.L. c. 166A, §9, and Section 7.1; provided, however, that said five percent (5%) shall not include the following: (i) the PEG Access capital payment (Section 6.5, above); (ii) any interest due to the Town because of late payments to the Issuing Authority or its designee(s); (iii) any payment excluded from the definition of the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act; and (iv) the FCC regulatory fee, unless and until said FCC regulatory fee is determined to be a franchise fee by the FCC or a court of competent jurisdiction.

SECTION 7.3 - PAYMENT

(a) Pursuant to M.G.L. c. 166A, §9, the License Fees shall be paid annually to the Town throughout the term of this License, no later than March 15th of each year, unless provided for otherwise under applicable law.

SECTION 7.4 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this 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 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 7.5 - LATE PAYMENT

(a) In the event that the payments required pursuant to this Article 7 are not tendered to the Town on or before the dates fixed in by or pursuant to Section 7.3 above or applicable law, interest due on such fee payment shall accrue from the date due at the United States prime rate.

SECTION 7.6 - RECOMPUTATION

(a) Tender or acceptance of any payment, including any payment of a License Fee or any payment required in Article 6 of this License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Article 7. All amounts paid shall be subject to audit and re-computation by the Issuing Authority, and shall occur in no event later than two (2) years after the subject payment has been tendered.

(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 Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s) at its expense.

(c) If, after such audit and re-computation, an additional fee is owed to the Town and/or its designee, and the Licensee does not dispute the re-computed fee amount, such fee shall be paid within thirty (30) days after such audit and re-computation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

SECTION 7.7 - AFFILIATES USE OF SYSTEM

(a) Use of the Cable System by Affiliates shall be in compliance with applicable state and/or federal laws, and shall not detract from the provisions of this License.

SECTION 7.8 - METHOD OF PAYMENT

(a) All License Fee payments by the Licensee to the Town pursuant to this License shall be made payable to the Town and provided to the Board of Selectmen, unless the Licensee is otherwise notified in writing by the Issuing Authority.

ARTICLE 8 - RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance, to the extent required by law, with applicable FCC's rate regulations [47 U.S.C. § 543]. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law.

(b) To the extent required by applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Service offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto, including any changes thereto.

(c) To the extent required by law, at the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Pursuant to 207 CMR 10.00 et seq., as may be amended, Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Cable Service or terminate Cable Service altogether without any charge.

(d) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of PEG Access and other license/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

SECTION 8.2 - RATE REGULATION

(a) The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under state and federal laws.

SECTION 8.3 - CREDIT FOR SERVICE INTERRUPTION

(a) To the extent required by applicable law, 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 prorated credit or rebate. Any Subscriber so affected shall report the outage to Licensee within thirty (30) days of such outage.

ARTICLE 9 - CUSTOMER SERVICE, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 9.1 - TELEPHONE ACCESS

- (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 shall comply with all state and federal requirements pertaining to the hours of operation of such customer service call center.
- (b) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Subscribers, unless required otherwise by applicable law.
- (c) Pursuant to 47 C.F.R. §76.309(c)(1)(ii), as may be amended, under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time, shall not exceed sixty (60) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed sixty (60) seconds. Said standard shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.
- (d) Pursuant to 47 C.F.R. § 76.309(c)(1)(iv), as may be amended, a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operation conditions.

SECTION 9.2 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

- (a) Pursuant to 47 C.F.R. § 76.309(c)(2)(i), as may be amended, the Licensee shall, no less than ninety-five (95%) of the time, respond to all requests for Standard Installations within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower 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 acted upon the next business day.
- (c) The service window provided to the customer, the time the customer must be available to have the service performed, shall be no more than four (4) hours and made by arrangement during the call for service.
- (d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours.
- (e) System outages shall be responded to promptly, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when

three (3) or more calls are received from any one node, concerning such an outage, or when the Licensee has reason to know of such an outage.

SECTION 9.3 - FCC CUSTOMER SERVICE OBLIGATIONS

(a) The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. § 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 9.3.

SECTION 9.4 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 9.4, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Service, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, 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 9.5 - 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 Subscriber and Issuing Authority complaints regarding the quality of Cable Service, equipment malfunctions, Cable System construction matters and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), 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.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this License and the implementation of complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the complaint, the Subscriber shall meet jointly with the Issuing Authority or its designee(s) and an authorized representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

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

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

SECTION 9.6 - EMPLOYEE IDENTIFICATION CARDS

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

SECTION 9.7 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall comply with all applicable federal and state laws and regulations regarding privacy, including, but not limited to the provisions of Section 631 of the Cable Act (47 U.S.C. § 551).

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

SECTION 9.8 - PRIVACY WRITTEN NOTICE

(a) At the time of entering into an agreement to provide any Cable 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 9.9 - RESPECT FOR PRIVATE PROPERTY

(a) Nothing herein shall be construed as authorizing access or entry onto private property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Services Agreement or this License.

ARTICLE 10 - INSURANCE AND BONDS

SECTION 10.1 - INSURANCE

At all times during the term of the 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, covering personal 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 (\$1,000,000.00). The policy shall provide contractual liability insurance subject to standard exclusions, and shall include coverage for personal injury, broad form property damage, products and completed operations liability,

independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A Commercial General Liability insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agents and employees as additional insureds, provided that such coverage does not include events arising primarily from the negligence or willful misconduct of the additional insureds, and save them harmless from any and all claims of property damage, real or personal, arising from the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$ 1,000,000.00).

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of Two Million Dollars (\$2,000,000.00) for bodily injury, death and property damage per occurrence.

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

(e) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000.00) umbrella form over all other insurance required by this Section 10.1.

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

- (i) Such insurance shall commence no later than the Effective Date of the License.
- (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
- (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
- (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 License under which the Town may immediately suspend operations under the License.
- (vi) The Licensee shall require that every one of its contractors and their subcontractors carry in full force and effect, the same insurance in the same minimum amounts and meeting the same requirements as required in this Section 10.1.
- (vii) The Licensee shall be responsible for all deductibles.
- (viii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all liability insurance policies.
- (ix) Neither this Section 10.1, nor the provision of insurance or insurance proceeds pursuant to this Section 10.1, shall limit the liability of the Licensee pursuant to this License.
- (x) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies.

SECTION 10.2 - PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing

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Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the State. From the Effective Date until the completion of the construction schedule set forth in Section 3.4(a) above, the performance bond shall be in the sum of Fifty Thousand Dollars (\$50,000). Upon completion of construction, the amount of the bond shall be reduced to Ten Thousand Dollars (\$10,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A 5(K) and the faithful performance and discharge of all obligations imposed by the License, subject to the provisions of 11.1 and 11.2 below.

(b) The performance bond shall be effective throughout the term of this License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.

(c) Said bond shall be a continuing obligation of the License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the amounts required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered there under shall limit the liability of the Licensee under the License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the License and shall contain the following endorsement:

It is hereby understood and agreed that this performance bond shall not be cancelled, materially changed or the amount of coverage thereof reduced, except in accordance with Section 10.2(a) above, 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.

SECTION 10.3 - INDEMNIFICATION

(a) The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers, agents and contractors arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, installation, operation, maintenance or removal of the Cable System. The Issuing Authority shall give the Licensee at least ten (10) days' notice of its obligation to indemnify and defend the Town after receipt of a claim for which indemnification is sought. In the event of a legal action, the Issuing Authority or its designee shall promptly forward a copy of the legal complaint served upon the Town.

ARTICLE 11 - REGULATORY OVERSIGHT

SECTION 11.1 - REGULATORY AUTHORITY

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day

regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this License.

SECTION 11.2 - PERFORMANCE EVALUATION HEARINGS

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing no more than once per year. Nothing in this Section 11.2 shall limit any rights that the Issuing Authority may have to conduct additional hearings and/or the Licensee's attendance at such hearing. The Issuing Authority shall provide Licensee with the results of its performance evaluation in writing within sixty (60) days after the conclusion of such hearing.

SECTION 11.3 - NONDISCRIMINATION

(a) The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the License.

SECTION 11.4 - EMERGENCY REMOVAL OF PLANT

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

SECTION 11.5 - REMOVAL AND RELOCATION

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

SECTION 11.6 - JURISDICTION/VENUE

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

ARTICLE 12 - ADMINISTRATION AND REGULATION

SECTION 12.1 - NOTICE AND OPPORTUNITY TO CURE

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

- (a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
- (b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot in the reasonable opinion of the Issuing Authority 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 thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.
- (c) In the event that: (i) the Licensee fails to respond to such notice of default and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.
- (d) Within forty-five (45) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including, but not limited to:
 - (i) seek specific performance of any provision in this License which reasonably lends itself to such remedy as an alternative to damages;
 - (ii) commence an action at law for monetary damages;
 - (iii) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
 - (iv) declare the License to be revoked subject to Section 12.2 below and applicable law;
 - (v) invoke any other lawful remedy available to the Town.
- (e) In the event that the Issuing Authority fails to issue a written determination within forty-five (45) days after the public hearing pursuant to Section 12.1(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

SECTION 12.2 - REVOCATION OF THE LICENSE

- (a) To the extent permitted by applicable law and subject to the provisions of Section 12.1 above, in the event that the Licensee fails to comply with any material provision of this License, the Issuing Authority may revoke the License granted herein. The Licensee may seek further review of such revocation by the Massachusetts Department of Telecommunications and Cable and/or an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. The Licensee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

SECTION 12.3 - NON-EXCLUSIVITY OF REMEDY

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

SECTION 12.4 - NO WAIVER-CUMULATIVE REMEDIES

- (a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this License.
- (b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this License shall impair any of the rights of the Town or of the Licensee under applicable law, subject in each case to the terms and conditions in this License.
- (c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.
- (d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this 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 13 - REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 13.1 - GENERAL

- (a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the License.
- (b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal the determination of the Town to the appropriate appellate entities.

SECTION 13.2 - FINANCIAL REPORTS

- (a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by State and/or federal law.
- (b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

SECTION 13.3 - CABLE SYSTEM INFORMATION

(a) Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority, a report of the number of Subscribers.

SECTION 13.4- SUBSCRIBER COMPLAINT REPORTS

(a) In accordance with the regulations of the Cable Division of the Massachusetts Department of Telecommunications, as they may be amended, the Licensee shall submit a completed copy of the Cable Division of the Massachusetts Department of Telecommunications Form 500, a copy of which is attached hereto as Exhibit 13.5, to the Issuing Authority or its designee(s).

SECTION 13.5 - ANNUAL PERFORMANCE TESTS

(a) Upon the written request of the Issuing Authority, the Licensee shall make available to the Issuing Authority proof of performance test data, consistent with the FCC regulations set out in 47 C.F.R. § 76.601 et seq.

SECTION 13.6 - QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which 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 notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

SECTION 13.7 - DUAL FILINGS

(a) If requested, in writing, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 above.

SECTION 13.8 - INVESTIGATION

(a) 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 Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this License.

ARTICLE 14 – MISCELLANEOUS

SECTION 14.1 - SEVERABILITY

(a) If any section, subsection, sentence, clause, phrase, or other portion of this License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 14.2 - FORCE MAJEURE

(a) If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public

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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 subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event beyond the reasonable control of the Licensee.

SECTION 14.3 - ACTS OR OMISSIONS OF AFFILIATES

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

SECTION 14.4 - NOTICES

Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this License shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Licensee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Town shall be delivered or sent to:

Issuing Authority: Town of Princeton
Attn: Board of Selectmen
6 Town Hall Drive
Princeton, MA, 01541
Email: townadministrator@town.princeton.ma.us

with copies to:

Town of Princeton
Attn: Town Administrator
6 Town Hall Drive
Princeton, MA, 01541

Licensee: Director, Government Affairs
Charter Communications
301 Barber Avenue
Worcester, MA 01606
Email: anna.lucey@charter.com

Copy to: Charter Communications
Attn: Vice President, Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

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 14.5 - ENTIRE AGREEMENT

(a) This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 14.6 - CAPTIONS

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

SECTION 14.7 - WARRANTIES

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

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

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

(c) This 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 License; and

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

SECTION 14.8 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

(a) Pursuant to Section 635a (a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

SECTION 14.9 - TOWN'S RIGHT OF INTERVENTION

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

SECTION 14.10 - TERM

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

SECTION 14.11 - APPLICABILITY OF LICENSE

(a) All of the provisions in this License shall apply to the Town, Licensee, and their respective successors and assigns.

ARTICLE 15 - EXHIBITS AND REFERENCES

Exhibit 1 - CABLE DROPS TO PUBLIC BUILDINGS WITH SERVICE AT NO CHARGE TO TOWN

Bagg Hall (Town Hall) - 6 Town Hall Drive
Town Hall Annex - 4 Town Hall Drive
Public Safety Building (Fire Headquarters & Police Station) - 8 Town Hall Drive
Princeton Public Library - 2 Town Hall Drive
Fire Station in East Princeton - 11 Redemption Rock Trail North
Thomas Prince School - 170 Sterling Road
Princeton Center - 18 Boylston Avenue
Municipal Light Department - 168 Worcester Road
Both Highway Department buildings - 110 E. Princeton Road
Krashes Fieldhouse - 100 E. Princeton Road
Mechanics Hall - 104 Main Street

Exhibit 2 - PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

Exhibit 3 - U.S.C. Section 76.309 / FCC Customer Service Obligations §

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, preexisting customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
 - (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

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

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

(1) Cable system office hours and telephone availability -

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Communications between cable operators and cable subscribers -

(i) 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.

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

(4) Definitions -

(i) Normal business hours - The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

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

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

Town of Princeton Final Cable Television License

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 21st DAY OF September 2017.

TOWN OF PRINCETON

By: [Signature]
Jon H. Fudeman, Chair, Board of Selectmen

[Signature]
Richard C. Bisk, Clerk, Board of Selectmen

[Signature]
Edith M. Morgan, Member, Board of Selectmen

CHARTER COMMUNICATIONS
ENTERTAINMENT I, LLC

By: Charter Communications, Inc., its Manager

Name: Paul Alby

Title: VP, Local Gov. Affairs & Franchising