

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

**Comcast of
Massachusetts I, Inc.**

BY

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

NOVEMBER 30, 2009

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RENEWAL LICENSE GRANTED BY THE TOWN OF PROVINCETOWN

AGREEMENT

This Cable Television Renewal License entered into this THIRTIETH day of NOVEMBER, 2009, by and between the Board of Selectmen of the Town of Provincetown, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Massachusetts I, Inc. ("Comcast").

WITNESSETH

WHEREAS, Comcast of Massachusetts I, Inc. (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a license to construct, maintain and operate a Cable Television System in the Town of Provincetown, Massachusetts (hereinafter the "Town"), said license having commenced on July 24, 2000.

WHEREAS, Comcast filed a written request for a renewal of its license by letter dated January 16, 2007 pursuant to the Cable Communications Policy Act of 1984, as amended, and filed a renewal proposal dated July 29, 2009 with the Town;

WHEREAS, there has been an opportunity for public comment, and ascertainment has been conducted to ascertain the future cable-related needs of the community, as provided for pursuant to Section 626 of the Cable Communication Policy Act;

WHEREAS, the Board of Selectmen, as Issuing Authority and Comcast did engage in good faith negotiations and did agree on terms and provisions for Comcast's continued operation of its Cable Television System in the Town of Provincetown;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with the Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Provincetown to grant a non-exclusive Renewal License to Comcast;

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

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

(a) Access: The right or ability of any Provincetown resident and/or any persons affiliated with a Provincetown institution to use designated PEG Access facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(b) Access Channel: A video channel which the Licensee owns and is made available for use by the Town, its designee(s) and/or Access Users without charge for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(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 - Any Service tier, which includes retransmission of local television broadcast signals.

(e) Cable Act - 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).

(f) Cable Service or Service - Pursuant to the Cable Act, (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) other programming services, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services

(g) Cable Television System or Cable System – The facility owned, constructed, installed, operated and maintained by Licensee in the Town of Provincetown, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the 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.

(h) Drop – The cable that connects a home or building to the feeder cable of the Subscriber Network

(i) Effective Date – November 30, 2009.

(j) FCC – Federal Communications Commission or any successor governmental entity.

(k) Franchise Fee – The payments to be made by the Licensee to the Issuing Authority of the Town of Provincetown and/or its designee(s) which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(l) Gross Annual Revenues – The revenues received by the Licensee from the operation of the Cable System in the Town of Provincetown to provide Cable Service, including, without limitation: the distribution of any Cable Service over the Cable System; Basic Services monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; fees paid on all Subscriber fees (“fee-on-fee”); all digital Cable Service revenues; all Commercial Subscriber Cable Service revenues (including bulk account revenues); Pay Cable, Premium 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; leased access 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 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. In the event

that an affiliate of Franchisee is responsible for advertising, advertising revenue shall be deemed to be a pro rata portion of advertising revenues, excluding commissions or agency fees paid to the Franchisee by an affiliate for said affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(m) Issuing Authority – The Board of Selectmen of the Town of Provincetown, Massachusetts, or the lawful designee thereof.

(n) Licensee – Comcast of Massachusetts I Inc., a Massachusetts corporation, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(o) License Fee – The payments to be made by the Licensee to the Issuing Authority, the Town of Provincetown and the Commonwealth of Massachusetts, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(p) Outlet – An interior receptacle that connects a television set to the Cable Television System.

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

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

(s) Person – Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or legally recognized group of individuals acting in concert.

(t) Public Buildings – Those buildings owned or leased by the Issuing Authority for 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.

(u) Public, Educational and Government (PEG) Access Programming – Noncommercial Programming produced in accordance with 47 U.S.C. 531.

(v) 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, 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 of Provincetown, which shall entitle the Licensee 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 of Provincetown for the purpose of public travel, or for utility or public services use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the 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.

(w) Renewal License or License – This Renewal License and any amendments or modifications in accordance with the terms herein.

(x) Standard Installation – The standard aerial Drop of one hundred fifty feet (150 ft.).

(y) State – The Commonwealth of Massachusetts.

(z) Subscriber – Any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, Cable Service provided by the Licensee by means of, or in connection with, the Cable Television System.

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

(ab) Town – The Town of Provincetown, Massachusetts.

(ac) Town Counsel: The Town Counsel of the Town of Provincetown, Massachusetts.

(ad) Video Programming or Programming – Programming provided by, or generally considered comparable to Programming provided by, a television broadcast station.

(ae) Video Return Lines - The dedicated, separate video return lines providing upstream capacity for Video Programming from specific sites within the Town to the hubsite, where the signal is then switched to the appropriate downstream channel.

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts I, Inc., a Massachusetts corporation, authorizing and permitting Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Provincetown.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the Cable Act, the regulations of the FCC; and all federal and State laws and regulations, and Town By-laws and lawful regulations of general applicability, all as may be amended, in full force and effect during the term of this License.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on November 30, 2009 and shall terminate at midnight on November 29, 2019.

SECTION 2.3 - RESERVATION OF AUTHORITY

Nothing in this Renewal License shall (a) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, or (b) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways.

SECTION 2.4 - NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Provincetown; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(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 Renewal 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 Renewal 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 Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

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

(c) 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.

(d) 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 any material obligation(s), which may include amendments, of its license that causes said other cable television license(s) to be more favorable or less burdensome than this Renewal 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 subject to the provisions of Section 12.1 herein. 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 more favorable or less burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

SECTION 2.5 – POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce 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 not specific to this License, the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction. Nothing in this Section 2.5 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

SECTION 2.6 – REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license 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 2.7 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition 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 2.7 – TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, and 207 CMR 4.00, neither the Renewal 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 Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. 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 Massachusetts Department of Telecommunications and Cable. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or

assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable State and federal law, as may be amended, in considering a request to transfer control of the Renewal 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 federal and State laws and regulations.

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

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

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

(f) 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.

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

SECTION 2.8 – EFFECT OF UNAUTHORIZED TRANSFER ACTION

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

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

The Licensee shall make its Cable Services available to all residents of the Town, subject to the line extension policy of Section 3.2 below, provided that the Licensee is able to obtain any necessary easements, permits and/or permission from owners of property and multiple dwelling units. The Licensee shall make its best efforts to obtain any necessary easements or permission from owners of property in the Town in order to make Cable Service available to all residents.

SECTION 3.2 – LINE EXTENSION POLICY

Consistent with Section 3.1 above, the Cable Television System shall be extended automatically, to newly constructed residential units and subdivisions at the Licensee's sole cost and expense, in any and all areas of the Town containing thirty (30) dwelling units or more per aerial mile of the Cable System or sixty (60) dwelling units or more per underground mile of the Cable System, and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. The Licensee shall promptly apply for all necessary permits. Said Services shall be made available and fully activated to requesting dwelling units no later than ninety (90) days after all necessary permits are obtained, subject to Section 13.2, Force Majeure.

SECTION 3.3 – RESIDENTIAL SUBDIVISIONS

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. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Provincetown Planning Board and developers give timely written notice of trenching and underground construction to the Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.4 – INSTALLATION CHARGES

Any dwelling unit with a one hundred fifty foot (150 ft.) or less aerial Drop from the feeder cable shall be entitled to a Standard Installation rate. Installations with more than a one hundred fifty foot (150 ft.) aerial Drop from the feeder cable or which require underground installation shall be provided at a rate established by the Licensee in accordance with applicable law and regulations.

SECTION 3.5 – LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Provincetown. Licensee-owned poles and towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all licensee-owned poles, towers and other obstructions shall be in accordance with all applicable State and local laws and regulations.

SECTION 3.6 – 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, its 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.

SECTION 3.7 – SUBSCRIBER NETWORK

The Licensee shall own, operate and maintain a Cable Television System, of a minimum bandwidth of 750MHz to Provincetown Subscribers.

SECTION 3.8 – SUBSCRIBER NETWORK CABLE DROPS

(a) The Licensee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building, public school, police and fire stations, public libraries and other Public Buildings as designated by the Issuing Authority within the Town, listed in **Exhibit 3.8** attached hereto, provided such are considered to be a Standard Installation.

(b) Licensee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to all new Public Buildings and other Town owned Public Buildings, along the Distribution Cable subject to the limitations set forth above. The Issuing Authority or its designee shall consult with a representative of the Licensee to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service.

(c) Nothing in this Section shall require the Licensee, at its cost, to move existing Drops or Outlets, as listed in **Exhibit 3.8**, or install an additional Drop or Outlet to any municipal or Town owned or leased Public Building which already have a free Drop or Outlet.

(d) Licensee shall not be responsible for any internal wiring of any Public Building beyond that necessary to activate the Drop.

SECTION 3.9 – EMERGENCY ALERT SYSTEM

The Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC in order that emergency messages may be distributed over the Cable System.

SECTION 3.10 – SYSTEM TECHNICAL SPECIFICATIONS

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.605, which are incorporated herein by reference. At all times throughout the Renewal 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, the 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 Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division of the Massachusetts Department of Telecommunications and the FCC, all State laws and regulations, and local lawful by-laws and lawful regulations, and all land use restrictions as the same exist or may be amended hereafter.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The 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 rights of 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

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

be made and the reasonable expense of such work shall be paid by the Licensee upon written demand by the Issuing Authority.

SECTION 4.3 – TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to trees, structures and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to regulations of the Town.

SECTION 4.4 – PLANT MAPS

Upon written request, the Licensee shall file with the Issuing Authority plant maps of the Cable System plant. Upon written request said strand maps shall also be provided in electronic format if they exist in said 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 4.5 – BUILDING MOVES

(a) In accordance with applicable laws, the Licensee shall, at its sole expense, 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). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

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

SECTION 4.6 – DIG SAFE

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

SECTION 4.7 – DISCONNECTION AND RELOCATION

(a) The Licensee shall, upon reasonable advance written notice, without charge to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way, or

remove from any street or any other Public Ways, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

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

SECTION 4.8 – 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 Issuing Authority 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, provided however that, wherever possible, the Issuing Authority shall provide Licensee written notice to relocate wires, cable or other equipment.

(b) The Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement. All cable operators or public municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.9 – PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town rules, regulations and/or by-laws. All such pedestals shall be shown on the plant maps submitted to the Town in accordance with Section 4.4 supra.

SECTION 4.10 – PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, 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 all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.11 – RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority and/or its designee(s) shall have the right to inspect all Cable System plant and construction and installation work performed subject to the provisions of this Renewal

License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. The Licensee shall have the right to have its representative present during any such inspection. The cost of any such Town inspection shall be borne by the Town. Inspections shall be performed at reasonable times and upon reasonable notice to the Licensee.

SECTION 4.12 – SERVICES INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use.

ARTICLE 5

PROGRAMMING AND SERVICES

SECTION 5.1 – BASIC CABLE SERVICE

The Licensee shall make available a Basic Cable Service tier to all Subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 – PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit 5.2**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Licensee.

(b) Licensee shall comply with 76.309(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 – CONVERTER BOX, REMOTE CONTROLS

The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee, if any, and allow the use of remotes. The 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

All broadcast signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

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

SECTION 5.6 – CONTINUITY OF SERVICES

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 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. When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

SECTION 5.7 – COMMERCIAL ESTABLISHMENTS

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 GENERAL

Use of channel capacity for public, educational and governmental (“PEG”) access purposes shall be provided by Licensee in accordance with federal law, Section 611 of the Cable Act (47 U.S.C. 531), and as set forth below. 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 pursuant to Section 611 of the Cable Act. The Issuing Authority or its designee shall be responsible for developing, implementing, interpreting and enforcing rules for Provincetown’s PEG access channel use.

SECTION 6.2 - PEG ACCESS CHANNEL(S)

(a) Upon the Effective Date, the Licensee shall continue to make available to the Issuing Authority or its designee(s) two (2) PEG Access Channels.

(b) Said PEG access channels shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost by the Town or its designee(s) and, except as otherwise provided for herein, shall be subject to the control and management of the Town and/or its designee(s).

(c) The Licensee shall not change the PEG access channel locations, without the advance, reasonable, written notice to the Issuing Authority and Subscribers.

(d) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System’s commercial channels; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

SECTION 6.3 – PEG ACCESS PROVIDER AND STUDIO

(a) The Town and/or an access provider, as designated by the Issuing Authority, shall provide services to PEG access users and the Town as follows:

- (i) Schedule, operate and program the PEG access channels within its authority and control provided in accordance with Section 6.2 above;

- (ii) Manage the annual PEG access funding, pursuant to Section 6.4 below;
- (iii) Purchase, maintain and/or lease PEG access equipment, with the funds allocated for such purposes in Section 6.4 below;
- (iv) Provide technical and production assistance in the coverage of governmental meetings;
- (v) Assist users in the production of video programming of activities and events that are of interest to Subscribers cable coverage of meetings and events;
- (vi) Establish rules, procedures and guidelines for use of the PEG Access channel(s) within its authority and control; and,
- (vii) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG access channels, facilities and equipment within its authority and control, as appropriate and necessary.

SECTION 6.4 – PEG ACCESS SUPPORT

(a) As of the Effective Date, the Licensee shall no longer be responsible for PEG Access within the Town, except however that the Licensee shall continue to provide cablecasting of PEG Access Programming from its Orleans facility until such time as it activates its Video Return Line from Provincetown to Orleans.

(b) Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, equal to four and one half percent (4.5%) of the Licensee's Gross Annual Revenues as defined herein, less applicable License Fees and assessments from any state or other governmental agencies.

(c) The first quarterly payment shall be made on or before March 1, 2010 based on the Gross Annual Revenues for the period from the Effective Date through December 31, 2009. Quarterly payments shall be made each year thereafter based on the Gross Annual Revenues for the prior three (3) month period as follows:

<u>Quarter</u>	<u>Due Date</u>
January 1 – March 31	June 1
April 1 – June 30	September 1
July 1 – September 30	December 1
October 1 – December 31	March 1

A final payment shall be made by the Licensee to the Issuing Authority or its designee for the period of time between October 1, 2019 through the expiration of the License term, based upon the Gross Annual Revenues for said period of time and shall be due no later than sixty (60) days after said final day of the term of this Renewal License. Said quarterly payments shall be used for, among other things, purchase of equipment, salary, operating and other related expenses connected to Access programming and operations. All equipment purchased with these funds will be owned, operated and maintained by the Issuing Authority or its designee.

(d) In the event that payments required to be made herein by the Licensee are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority or its designee from the date due at the Prime Rate at the Federal Reserve Bank of Boston or its successor.

(e) The Licensee shall file with each of the payments pursuant to paragraphs (a) above a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the Gross Annual Revenue as defined in Section 1.1(l), for the preceding three (3) month reporting period.

SECTION 6.5– REPORT OF DISBURSEMENTS

Upon written request by the Licensee, the Issuing Authority shall provide, within one hundred twenty (120) days of receipt of said notice, or within thirty (30) days of any annual audit or annual financial review required of an Access Provider by the Issuing Authority, a written report of actual disbursements made of the funds provided by the Licensee during the prior calendar year, pursuant to this Renewal License and applicable federal and State law. If upon review of the financial records, the Licensee determines expenses were not related to a use allowed pursuant to the Renewal License, the Licensee may (i) refer the matter to the Issuing Authority or its designee(s) who shall investigate said complaint and may (ii) also require that the financial records from the previous calendar year be reviewed. After such referral of a matter to the Issuing Authority or its designee by the Licensee, the Issuing Authority shall, upon request of the Licensee, report its findings to the Licensee, subject to any privacy rights of individuals and applicable law and regulation. If the Issuing Authority or its designee(s) determines that funds were misused, it shall take appropriate corrective action to ensure future compliance. If a subsequent violation should occur, a public hearing may be held to address said violation and review procedures for proper use and accounting procedures.

SECTION 6.6 – CENSORSHIP

Neither the Licensee, nor the Town and/or its designee(s) shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

SECTION 6.7 – NON-COMMERCIAL PROGRAMMING

The Issuing Authority and its designee(s) shall not use the designated PEG access channels, equipment, or other facilities to provide for-profit commercial Programming. Transport of the PEG channel content on the Licensee's Cable System shall not be provided to a competing multichannel video programming distributor without the prior written consent of the Licensee. Nothing in this Section 6.7 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgments displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

SECTION 6.8 – PEG ACCESS COSTS

There shall be no charges by the Licensee to the Town, its designee(s), and/or PEG access users for use of the PEG access channels.

SECTION 6.9 – VIDEO RETURN LINE

(a) The Licensee shall construct a one-way Video Return Line from its headend and/or hubsite to the locations listed in **Exhibit 6.9** for the purpose of allowing origination of PEG video programming. The PEG video programming will travel over the Video Return Line to the headend where it will be switched to the downstream PEG channel. The Licensee shall have seven (7) months from the date it receives written notification from the Issuing Authority to complete construction and activation of the Video Return Line, subject to force majeure. The cost of the Video Return Line(s) will be passed through to subscribers.

(b) Licensee will provide and maintain, at no cost, one (1) activated Outlet in all Video Return Line Buildings. In the event the Issuing Authority identifies a new municipal or public building to be connected to a video return line, the Issuing Authority shall pay the Licensee for all costs of construction of said video return line including a reasonable return on investment. The Licensee shall discuss the location of each Outlet with the appropriate officials in each building,

prior to the installation of such Outlet. The Issuing Authority shall designate such officials in writing to the Licensee.

(c) The Video Return Line shall continue to be interconnected with the Subscriber Network at the Headend. All remote video return line signals to be interconnected to a downstream Access Channel shall be sent on an upstream Channel to the Headend.

(d) The Licensee shall continue to have the sole responsibility for maintaining the video return line for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the video return line in accordance with 47 CFR §76.601.

SECTION 6.10 – PEG ACCESS CABLECASTING

(a) In order that the Town and/or its designee(s) can cablecast its PEG Access Programming over the PEG Access downstream Channels, PEG Access programming shall be modulated, then transmitted on one of the Video Return Lines from a Video Return Line drop site to the Headend, without charge to the Town or its designee(s), for such purpose. The demarcation point between the equipment operated and maintained by the Licensee and the equipment operated and maintained by the Town or its designee (i.e. the point of demarcation for the Licensee's signal and cablecasting responsibilities) shall be the output of the Town's or its designee's modulators. At the Headend, said Access Programming shall be retransmitted in the downstream direction on the appropriate downstream PEG Access Channel(s).

(b) The Licensee shall continue to own, operate, maintain, repair or replace, as needed: (i) the Video Return Lines and all associated Video Return Line equipment after the demarcation point, and (ii) equipment at the Headend in order to transport Programming on the Video Return Lines and routing such programming through the Headend for distribution to the Subscriber Network.

(c) The Licensee shall provide the Town and its designee(s) with the capability to ensure that said Programming is properly switched electronically to the appropriate PEG Access downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town and/or its designee(s) for such electronic switching responsibility. Any manual switching that may be necessary for multiple remote origination cablecasting shall be the responsibility of the Issuing Authority or its designee(s). The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(d) The Licensee shall provide, operate, maintain, and replace at no cost to the Town, all necessary processing equipment in order to switch upstream signals from the Town and/or its

designee(s) to the designated downstream Access Channel. Nothing herein shall require the Licensee to provide, repair, maintain or replace end-user equipment.

(e) The Licensee shall monitor the PEG Access Channels for technical quality consistent with the FCC Technical Standards and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. However, Licensee shall not be responsible for the quality of programming produced by Access Users.

SECTION 6.11 - EXISTING PEG ACCESS EQUIPMENT

On or before February 1, 2010 the Licensee shall deed over to the Issuing Authority or its designee, as directed by the Issuing Authority, in "as is" condition and without warranty, its portion of all existing Licensee-owned public, educational and government access/local origination equipment (including, but not limited to, all such studio, portable, field and editing equipment), located at the Licensee's access facility/studio at 15 Locust Road, Orleans, Massachusetts for the amount of One Dollar (\$1.00). The Issuing Authority acknowledges that said equipment is currently shared between the towns of Brewster, Eastham, Orleans, Provincetown, Truro and Wellfleet. The existing equipment shall be proportionately divided between Brewster and the towns of Eastham, Orleans, Provincetown, Truro and Wellfleet as follows:

Brewster	28%
Eastham	19%
Orleans	20%
Truro	8%
Provincetown	14%
Wellfleet	11%

The specifics of the equipment per town shall be jointly determined by the towns of Brewster, Eastham, Orleans, Provincetown, Truro and Wellfleet's designee(s).

(b) The Licensee shall reasonably maintain said equipment, subject to wear and tear, until such time. The Licensee shall relocate said access/local origination equipment to a location in the Town which shall be designated in writing by the Issuing Authority or its designee to the Licensee

at least one week prior to the date referenced above. A list of said equipment is attached hereto as **Exhibit 6.11**. Upon the transfer and relocation of said equipment, the Licensee shall not be responsible for maintenance, repair and/or replacement of said equipment. The cost for the relocation of the equipment shall be deducted from the first Franchise Fee payment due to the Town after completion of the relocation of the equipment.

ARTICLE 7

FRANCHISE FEES AND LICENSE FEES

SECTION 7.1 – LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this Section 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 Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG access support pursuant to Section 6.4, supra; and (ii) any License Fee(s) that may be payable to the Town and to the state pursuant to Massachusetts General Laws Chapter 166A, Section 9, and Section 7.1 supra; provided, however, that said five percent (5%) shall not include the following: (i) the Video Return Lines provided pursuant to Section 6.9 supra; (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 Sections 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

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

SECTION 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or

authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the License Fee payments.

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

SECTION 7.5 – LATE PAYMENT

In the event that the payments required pursuant to Article 6 and 7 are not tendered to the Town on or before the dates required by the dates set out in the respective section of Article 6 or Article 7 or applicable law, interest due on such payment(s) shall accrue from the date due at the prime rate at the Federal Reserve Bank of Boston.

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 Renewal 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 pursuant to Section 7.5 supra. All amounts paid shall be subject to audit and recomputation 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).

(c) If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the prime rate at the Federal Reserve Bank of Boston during the period that such additional amount is owed.

SECTION 7.7 – AFFILIATES USE OF SYSTEM

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

SECTION 7.8 – METHOD OF PAYMENT

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

ARTICLE 8

CUSTOMER SERVICES, SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

SECTION 8.1 – TELEPHONE ACCESS

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

(b) The Licensee shall answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 8.3**, during normal business hours, as defined therein.

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

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), 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 thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

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

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

SECTION 8.2 – INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) business 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 Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls, and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

(d) 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 neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

SECTION 8.3 – FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time.

SECTION 8.4 – 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., as the same may exist or be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Service, Rates and Charges Notice;
- (iii) Form of Bill;

- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

SECTION 8.5 – 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 complaints regarding the quality of Cable Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), 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 Renewal 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 a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(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 8.6 – EMPLOYEE IDENTIFICATION CARDS

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

SECTION 8.7 – PROTECTION OF SUBSCRIBER PRIVACY

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

(b) The Licensee shall comply with all privacy provisions contained in this Article 8 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

SECTION 8.8 – PRIVACY WRITTEN NOTICE

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 8.9 – MONITORING

(a) The Licensee and the Town shall comply at all times as applicable with Section 631 of the Cable Act (47 U.S.C. 551) "Protection of Subscriber Privacy", as may be amended.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. The Licensee shall destroy all Subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes or as required by applicable State and/or federal law(s).

SECTION 8.10 – DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) In accordance with applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

- (i) necessary to render, or conduct a legitimate business activity related to, a Cable Service provided by the Licensee to the Subscriber;
- (ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed; and/or
- (iii) a disclosure of the names and addresses of Subscribers to any Cable Service, if
 - (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the
 - (i) extent of any viewing or other use by the Subscriber of a Cable Service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System

SECTION 8.11 – POLLING BY CABLE

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

SECTION 8.12 – INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

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

SECTION 8.13 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

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

SECTION 8.14 – PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review this Article 8 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

SECTION 8.15 – RESPECT FOR PRIVATE PROPERTY

Nothing herein shall be construed as authorizing access or entry onto private property, or any other 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 9

RATES AND CHARGES

SECTION 9.1 - RATES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the 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) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

SECTION 9.2 – RATE REGULATION

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

SECTION 9.3 – CREDIT FOR SERVICE INTERRUPTION

In accordance with 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 pro rata credit or rebate.

ARTICLE 10

INSURANCE AND BONDS

SECTION 10.1 – INSURANCE

At all times during the term of the Renewal 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, on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, 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:

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

(ii) Five Hundred Thousand Dollars (\$500,000.00) for 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 Renewal License.
- (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
- (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
- (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 Renewal License under which the Town may immediately suspend operations under the Renewal License.
- (vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, 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 Renewal License.
- (x) The Licensee shall provide the Issuing Authority with certificate(s) of insurance for all policies required herein upon expiration of the policies. All certificates shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s).

SECTION 10.2 – PERFORMANCE BOND

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

of Massachusetts in the sum of Twenty-Five Thousand Dollars (\$25,000). 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 Renewal License, subject to the provisions of 11.1 and 11.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, 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 11.1 infra.

(c) Said bond shall be a continuing obligation of the Renewal 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 sum of Twenty-Five Thousand Dollars (\$25,000) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal 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 Renewal 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 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

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 or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury

(including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs incurred from the time the Licensee receives written notice of its obligation to indemnify and defend the Town for a specific claim up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice so as not to prejudice its obligation to indemnify and defend the Town after receipt of a claim for which indemnification is sought. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee. 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

DETERMINATION OF BREACH, LICENSE REVOCATION AND LIQUIDATED DAMAGES

SECTION 11.1 - 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 Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at 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 Renewal License which reasonably lends itself to such remedy as an alternative to damages;

- (ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (iii) commence an action at law for monetary damages
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the Town.
- (vii) In the event that the Issuing Authority fails to issue a written determination with forty-five (45) days after the public hearing pursuant to Section 11.1(d) above, then the specific default against the Licensee by the Issuing Authority shall be considered null and void.

SECTION 11.2 – LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority; provided, however, that liquidated damages cannot be imposed unless and until the Issuing Authority has followed the notice and cure provisions in Section 11.1 above. Any such liquidated damages shall only be assessed, after a full finding of default according to the provisions of Section 11.1, effective beginning as of the date of a public hearing on the notice of default scheduled by the Issuing Authority in accordance with Section 9.8 above:

(1) for failure to operate and maintain the Cable System, in accordance with Sections 2.1 and 4.1, One Hundred Dollars (\$100.00) per day, for each day that such non-compliance continues;

(2) for failure to comply with the FCC Customer Service Obligations in accordance with Sections 8.3, and the customer service regulations promulgated by Cable Division at 207 CMR 10.00 et seq. in accordance with Section 8.4, One Hundred Dollars (\$100.00) per day that any such non-compliance continues;

(3) for failure to comply with the PEG Access support provisions in accordance with Article 6 herein, One Hundred Dollars (\$100.00) per day that such non-compliance continues; and

(4) for failure to build out the cable system in accordance with Section 3.1 above, One Hundred Dollars (\$100.00) per day that such non-compliance continues.

(b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach pursuant to Section 9.9(a) above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach.

(c) Licensee shall have thirty (30) days from receipt of written notice from the Issuing Authority to pay the liquidated damages; provided, however, that Licensee may appeal (by pursuing administrative, judicial or other relief afforded by the Issuing Authority) any assessment of liquidated damages within thirty (30) days of receiving written notice of the assessment.

(d) Each of the above-mentioned cases of non-compliance in this Section 9.9(a)(1) and 9.9(a)(2) shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty for forfeiture, and are within one or more exclusions to the term “franchise fee” provided by Section 622(g)(2)(A)-@ of the Cable Act.

SECTION 11.3 – REVOCATION OF THE RENEWAL LICENSE

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

SECTION 11.4 – NON-EXCLUSIVITY OF REMEDY

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

SECTION 11.5– NO WAIVER-CUMULATIVE REMEDIES

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

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

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, 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 Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

SECTION 11.6 – NOTICE OF LEGAL ACTION

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

ARTICLE 12

REPORTS, AUDITS AND PERFORMANCE TESTS

SECTION 12.1 – 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 Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 12.1(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 12.2 – 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 12.3 – CABLE SYSTEM INFORMATION

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

SECTION 12.4 – IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 8.1 of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority on a semi-annual basis, unless being requested in connection with a compliance proceeding under Section 11.1, the

Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis); and (ii) confirmation that, under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

SECTION 12.5 – ANNUAL PERFORMANCE TESTS

Upon the written request of the Issuing Authority, the Licensee shall provide to the Issuing Authority copies of performance tests to the Issuing Authority, consistent with the FCC regulations set out in 47 C.F.R. §76.601 et seq.

SECTION 12.6 – QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which 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 12.7 – DUAL FILINGS

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 12.1 *supra*.

SECTION 12.8 – INVESTIGATION

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

ARTICLE 13

MISCELLANEOUS

SECTION 13.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal 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 13.2 - FORCE MAJEURE

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

SECTION 13.3 – ACTS OR OMISSIONS OF AFFILIATES

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

SECTION 13.4 – RENEWAL LICENSE EXHIBITS

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

SECTION 13.5 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to the Licensee.

Board of Selectmen
Town of Provincetown
260 Commercial Street
Provincetown, MA 02657

with one (1) copy to the Town's Cable Advisory Committee at said Provincetown Town Hall.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.
Attn: Vice President of Government & Community Relations
426 E. 1st Street
South Boston, MA 02127

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

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

SECTION 13.6 - ENTIRE AGREEMENT

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

SECTION 13.7 - CAPTIONS

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

SECTION 13.8 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal 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 Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

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

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

SECTION 13.9 - APPLICABILITY OF RENEWAL LICENSE

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

SECTION 13.10 - REMOVAL OF ANTENNA

The Licensee shall not remove any television antenna of any Subscriber but shall offer, at the Licensee's actual cost, to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

SECTION 13.11 – SUBSCRIBER TELEVISION SETS

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

SECTION 13.12 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 13.13 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

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 13.14 – TOWN'S RIGHT OF INTERVENTION

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 Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

SECTION 13.15 - TERM

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

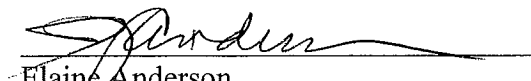
SIGNATURE PAGE

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 23rd DAY OF NOVEMBER 2009.

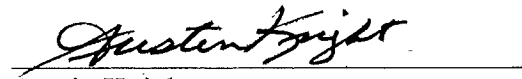
TOWN OF PROVINCETOWN

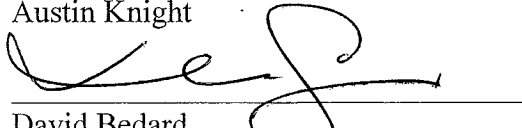
By its: Board of Selectmen


Michele Couture, Chairman

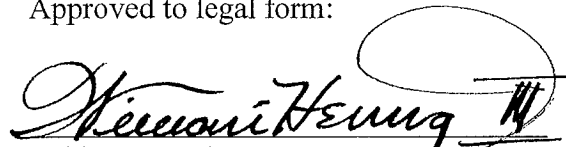

Elaine Anderson

Mary-Jo Avellar


Austin Knight


David Bedard

Approved to legal form:


Cable Counsel
William Hewig

COMCAST OF MASSACHUSETTS I, Inc.

By:

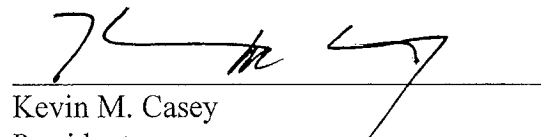

Kevin M. Casey
President
NorthCentral Division

EXHIBIT 3.8

CABLE DROPS TO PUBLIC BUILDINGS

Public School Buildings

Provincetown High School	12 Winslow Street
Veterans Memorial Elementary School	4 Mayflower Street

Municipal Buildings

Provincetown Community TV Studio	330 Commercial Street
Provincetown Fire Dept.	514 Commercial Street
Provincetown Fire Dept.	Johnson Street
Provincetown Fire Dept.	25 Shankpainter Road
Provincetown Library	356 Commercial Street
Provincetown Police Dept.	26 Shankpainter Road
Provincetown Town Hall	260 Commercial Street

EXHIBIT 5.2
PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

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

EXHIBIT 6.9

VIDEO RETURN LINE LOCATIONS

Provincetown Community Television Studio	330 Commercial Street
Provincetown Town Hall	260 Commercial Street

EXHIBIT 6.11

PEG ACCESS EQUIPMENT

Qty.	Manufacturer	Model	Description
1	JVC	BR-S611U	SVHS Player/Recorder
2	JVC	BR-S811U	SVHS Edit Recorder
2	Sony	PVM 8221	8" Color Monitor
1	Videotek	TVM-620	Waveform Monitor
1	Videotek	VDA-16	VDA
2	Sony	PVM-1342-Q	13" Color Monitor
1	Panasonic	5203B	3 Bay B/W Monitors
2	Sony	CCU M3	CCU
1	Sony	CCU M5	CCU
2	Sony	CMA 8A	Camera Adapter
1	JVC	RM-860U	Edit Control Unit
1	JVC	KM-2500U	SEG Switcher
2	FOR A	FA 300	TBC
1	Getner		Digital Hybrid Phone System
1	Getner		Teleswitch
1	Commodore	1084S	Computer Monitor
1	Amiga	4000	Computer
1	Amiga	2000	Computer
1	Yamaha	MC1202	Audio Mixer
1	Shure	210-A	Amp
1	Crown	D-75	Amp
1	TEAC	AD-4	CD/Cassette Player
1	Realistic	SCT-84	Cassette Player
1	Panasonic	CT 1381 VY	Monitor
2	Digital Creations	SG-10	Genlock
2	Videotek	RS10A	Switcher
1	ESE	246	ADA
1	ESE	246	ADA
2	Sony	PVM-95	8" B/W Monitor
2	JVC	BR-S600U	SVHS playback deck
1	Leightronix	PRO-16	Automation
1	FM Systems	ALM 771	Audio Limiter
1	Advent	BabyAdvent II	Speakers
1	Panasonic	PV-2700B	VHS VTR
1	Sony	VO-9600	3/4" Playback VTR
1	Panasonic	AG-1330P	S-VHS/VHS Player
1	JVC	BRS-800U	SVHS Edit Recorder
1	Panasonic	CT 1381 VY	Color Monitor
1	JVC	BR-S500U	SVHS Player
1	Panasonic VA7FA013380 R	DVD-S53	DVD/CD Source
1	Tascam	102	Cassette Player
1	JVC	RMG810U	Edit Control Unit

*Renewal Cable Television License Granted By The Town of Provincetown, MA
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1	Panasonic	WJ220R	Switcher
1	Realistic	31-2008	10 band EQ
2	Shure	M267	Audio Mixer
3	Panasonic	AG-456UP	SVHS Camcorder
1	Panasonic	AG-450	SVHS Camcorder
4	Sony	DXC-325	3CCD Studio Camera
4	Cannon	VCL-810BX	Studio Cam Lens
3	Sony	LO-27	Lens Remote Control Units
2	Sony	DXF-40	Electronic View Finder
1	Sony	DXF-50	Electronic View Finder
4	Que/Clear Com	DMQ2	Communications Headphone
2	Clear Com		Communications Headphone
3	Bogen	3068	Tripod Legs
3	Bogen	3066	Tripod Head
1	Sony	KV-20TS32	Monitor
2	Strand	3480	8" Fresnel
6	Strand	3380	6" Fresnel
3	Altman	154	Scoop
2	Altman	4.5-25502-MT	Ellipsoidals
1	Videonics	TM-2000	Character Generator
1	JVC	SR-S635U	SVHS VTR
1	Mackie	CR 1604 VLZ	Audio Mixer
2	Sigma	ADA 106	ADA
2	Sigma	VDA 100A	VDA
2	Clear Com	PK-5	Communications System
3	Panasonic	WV-BM500U	Monitor
1	Sony	KV-8AD10	Monitor
1	JVC	TM-A9U	Monitor
1	Hamlet	301	Vectorscope
1	Panasonic	WJ-225R	Switcher
1	Videonics	MX-1	Video Mixer
1	Calzone		Road Case
2	Lowell	Tota-light	Light Kit
7	Sony	ECM-44B	Lavaliere Microphone
2	Sony	ECM-55B	Lavaliere Microphone
1	Sennheiser	K3-U	Shotgun Mic
1	Azden	31LT	Wireless Mic Transmitter
1	Azden	111R	Wireless Mic Receiver
4	ElectroVoice	635A	Handheld Mic
1	JVC	TM22U	Field Monitor
1	Bogen	3063/3040	Tripod
6	Bogen	3063/3021	Tripod
1			Lighting Grid
1			Cyclorama w/track
1	Mackie	1402-VL2Pro	Audio Mixer
1	Panasonic	CT-2080YD	Monitor
1	Panasonic	AG-DV1000	Mini DV Deck
1	Macro System	Casablanca Prestige	DV Edit
1	Tripp Lite	PCPro600	UPS

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1	Sony	Trinitron Multiscan G410	Computer Monitor
1	TecNec	PSW-6SV	Multi Video Input
1	Technics	SA-EX140	AV Control Stereo Reciever
1	Panasonic	AG-DS555	Recorder
1	Panasonic	PV/D4742	VHS/DVD Combo Deck
1	JBL	Control23	Monitor Speakers
3	Pelican	1550 Case	DV Camera Cases
3	Canon	DM-GL1	Digital Videocamera
3	Canon	BP-945	Battery Pack
4	Bogen Manfrotto3433	501	Tripod
1	Atlas Sound		Table Mic Stand
1	Tripp-Lite	BCProUPS600	UPS
1	Tripp-Lite	BCPro850	UPS
1	Marants	ST6000/U2B	Stereo Turner
1	Panasonic	AG-1340P	VHS/SVHS Playback
1	Panasonic	CT-1389VYD	Color Video Monitor
1		DPS-235	Leitch Transcoding TBC/Synchroniser
1	Alphagen	Magic Box	Character Generator
1	JVC	SR-VS304	MiniDV/VHS Dub Deck
1	Panasonic	DMR-E30PP	DVD Recorder
1	SonyTrinitron	PVM-14M24	Color Video Monitor
1	Shure	VP64A	Handheld Microphone
2	Sony	ECM-44B	Electret Condenser Microphone
2	Panasonic	DVD-S27	DVD/CD Playback
1	Panasonic	DVD-S1	DVD/CD Playback
2	Schriber Accoustic	SA -568zm	Shotgun Mic
1	Toshiba	14AF46	Color Video Monitor
2			50' BNC / XLR Cables
1			75' BNC / XLR Cable