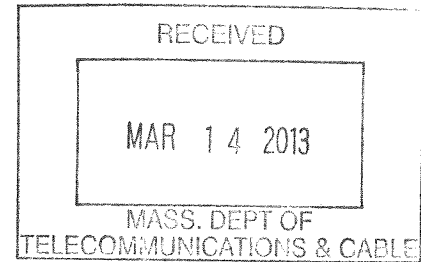


**CABLE TELEVISION
RENEWAL
LICENSE**



**GRANTED TO
SHREWSBURY ELECTRIC AND CABLE OPERATIONS (SELCO)**

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

March 28, 2013

INTRODUCTION

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

WHEREAS, Shrewsbury Electric and Cable Operations (SELCO), offering Cable Services as Shrewsbury Cable ("Licensee"), is the duly authorized holder of a License to operate a Cable System in the Town of Shrewsbury, Massachusetts (hereinafter the "Town"), said License having originally commenced on March 28, 1983, and subsequently renewed on March 28, 1993 and March 28, 2003;

WHEREAS, SELCO has filed a written request for a renewal of its License and filed a Renewal Proposal dated December 18, 2012;

WHEREAS, there has been an opportunity for public comment, as required by 207 CMR 3.00: Licensing section 3.05: License Renewal Procedures and;

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that the renewal of SELCO's License is appropriate in consideration of its past performance, compliance with the terms of its existing License, and the terms contained in its request for License Renewal;

NOW THEREFORE, after due and full consideration, the Town and SELCO agree that this Renewal License is issued upon the following terms and conditions.

TABLE OF CONTENTS

		PAGE
ARTICLE 1	DEFINITIONS	
Section 1.1	Definitions	1-6
ARTICLE 2	GRANT OF RENEWAL LICENSE	
Section 2.1	Grant of Renewal License	7
Section 2.2	Term: Non-Exclusivity	7
Section 2.3	Pole and Conduit Attachment Rights	7
Section 2.4	Police and Regulatory Powers	8
Section 2.5	Non-Exclusivity of Renewal License	8
Section 2.6	Removal or Abandonment	8
Section 2.7	Transfer of the Renewal License	8
Section 2.8	Effect of Unauthorized Transfer Action	9
Section 2.9	Equivalency of Licenses	9
ARTICLE 3	CABLE SYSTEM DESIGN	
Section 3.1	Subscriber Network	10
Section 3.2	Parental Control Capability	10
Section 3.3	Emergency Alert Override Capacity	10
Section 3.4	System Technical Specifications	10
ARTICLE 4	CABLE SYSTEM LOCATION & OPERATIONAL STANDARDS	
Section 4.1	Area To Be Served	11
Section 4.2	Location of the Cable System	11
Section 4.3	Underground Facilities	11
Section 4.4	Tree Trimming	11
Section 4.5	Restoration to Prior Condition	12
Section 4.6	Temporary Relocation	12
Section 4.7	Disconnection and Relocation	12
Section 4.8	Safety Standards	12
Section 4.9	Pedestals	12
Section 4.10	Private Property	13
Section 4.11	Right to Inspection of System	13
Section 4.12	Cable System Maps	13
Section 4.13	Service Interruption	13
Section 4.14	Commercial Establishments	13
Section 4.15	Service Outage Notification	14
Section 4.16	Dig Safe	14
ARTICLE 5	SERVICES AND PROGRAMMING	
Section 5.1	Basic Service	15
Section 5.2	Programming	15
Section 5.3	Leased Channels for Commercial Use	15
Section 5.4	Signal Encryption	15

Section 5.6	Continuity of Service	15
Section 5.7	Service to Municipal and School Buildings	16
Section 5.8	Institutional Network	16
 ARTICLE 6	 PUBLIC, EDUCATIONAL AND GOVERNMENTAL, ACCESS/ LOCAL ORIGATION FACILITIES AND SUPPORT	
Section 6.1	PEG Access/Local Origination	17
Section 6.2	Access Corporation	17
Section 6.3	PEG Access Channels	17
Section 6.4	PEG Studio Facilities	18
Section 6.5	PEG Staffing of the Facilities	18
Section 6.6	Annual Financial Support for PEG Access	19
Section 6.7	PEG Access Channels Maintenance	19
Section 6.8	PEG Access Cablecasting	20
Section 6.9	Censorship	20
Section 6.10	Other Considerations	20
Section 6.11	PEG Access and Local Programming	21
 ARTICLE 7	 LICENSE FEES	
Section 7.1	License Fee Entitlement	22
Section 7.2	Voluntary Contribution	22
Section 7.3	Payment	23
Section 7.4	Other Obligations	23
Section 7.5	Late Payment	23
Section 7.6	Method of Payment	24
Section 7.7	Audit	24
 ARTICLE 8	 RATES AND CHARGES	
Section 8.1	Rate Regulation	24
Section 8.2	Notification of Rates and Charges	24
Section 8.3	Publication and Non-Discrimination	24
Section 8.4	Credit for Service Interruption	24
Section 8.5	Senior Citizen Discount	25
 ARTICLE 9	 INSURANCE AND BONDS	
Section 9.1	Insurance	26
Section 9.2	Reporting	26
Section 9.3	Indemnification	26
Section 9.4	Notice of Cancellation or Reduction of Coverage	26
 ARTICLE 10	 ADMINISTRATION AND REGULATION	
Section 10.1	Regulatory Authority	27
Section 10.2	Performance Evaluation Hearing	27
Section 10.3	Nondiscrimination	28
Section 10.4	Emergency Removal of Plant	28
Section 10.5	Removal and Relocation	28
Section 10.6	Inspection	28

Section 10.7	Jurisdiction	28
ARTICLE 11	DETERMINATION OF BREACH/ REVOCATION	
Section 11.1	Determination of Breach	29
Section 11.2	Revocation of the Renewal License	30
Section 11.3	Termination	30
Section 11.4	Notice to Town of Legal Action	30
Section 11.5	Non-Exclusivity of Remedy	30
ARTICLE 12	SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	
Section 12.1	Customer Service Office	31
Section 12.2	Telephone Access	31
Section 12.3	Answering Service	31
Section 12.4	Service Calls	31
Section 12.5	FCC Customer Service Obligations	32
Section 12.6	Business Practice Standards	32
Section 12.7	Complaint Resolution Procedures	33
Section 12.8	Remote Control Devices	33
Section 12.9	Loss of Service-Signal Quality	33
Section 12.10	Employee Identification Cards	34
Section 12.11	Protection of Subscriber Privacy	34
Section 12.12	Privacy Written Notice	34
Section 12.13	Monitoring	34
Section 12.14	Distribution of Subscriber Information	35
Section 12.15	Information with Respect to Viewing Habits and Subscription Decisions	35
Section 12.16	Subscriber's Right to Inspect and Verify Information	35
Section 12.17	Privacy Standards Review	36
ARTICLE 13	REPORTS, AUDITS AND PERFORMANCE TESTS	
Section 13.1	General	37
Section 13.2	Financial Reports	37
Section 13.3	Cable System Information	37
Section 13.4	Subscriber Complain Report	37
Section 13.5	Individual Complaint Reports	37
Section 13.6	Semi-Annual Performance Tests	38
Section 13.7	Quality of Service	38
Section 13.8	Additional Information	38
Section 13.9	Investigation	38
ARTICLE 14	EMPLOYMENT	
Section 14.1	Equal Employment Opportunity	39
Section 14.2	Non-Discrimination	39
ARTICLE 15	MISCELLANEOUS PROVISIONS	
Section 15.1	Entire Agreement	40
Section 15.2	Captions	40

Section 15.3	Separability	40
Section 15.4	Renewal License Exhibits	40
Section 15.5	Warranties	40
Section 15.6	Force Majeure	41
Section 15.7	Removal of Antennas	41
Section 15.8	Subscriber Television Sets	41
Section 15.9	Applicability of Renewal License	41
Section 15.10	Notices	42
Section 15.11	No Recourse Against the Issuing Authority	42
Section 15.12	Town's Right of Intervention	42
Section 15.13	Term	42

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.

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

(2) Access Channel: A video channel which the Licensee shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, designated by the Licensee, from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable System.

(4) Affiliate or Affiliated Person: Any person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(5) Basic Cable Service or Basic Service: Any service tier that includes the retransmission of local-television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

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

(8) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

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

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

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

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

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

(14) Converter: Any device changing the frequency of a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Shrewsbury, Massachusetts.

(16) Digital Television Adapter ("DTA"): A television tuner or Converter that receives a digital television transmission and converts the digital signal into an analog signal that can be received and displayed on an analog television set.

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

(18) Drop or Cable Drop: The coaxial cable that connects an Outlet to the feeder line of the Cable System.

(19) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Shrewsbury educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.

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

(21) Feeder Line: A branch off one of the Town-wide distribution cable trunks which feeds a small area or neighborhood.

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

(23) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee from the carriage of Video Signals over the Cable System including, without limitation: the distribution of any Cable Service over the Cable System; Basic, Expanded, Premium, HDTV, VOD, SVOD, PPV monthly fees; any and all fee-on-fee revenues; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals, and/or leases or and/or sales that relate to the transmission of Cable Services; all home-shopping service(s) revenues; and advertising revenues. 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.

Explicitly excluded is revenue from Voice over IP service, fiber optic cable leasing and any other services not directly related to providing video services over television sets.

(24) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters, and converts incoming Signals for distribution over the Cable System.

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

(26) Internet: The worldwide computer network.

(27) Issuing Authority: The Board of Selectmen of the Town of Shrewsbury, Massachusetts.

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

(29) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Shrewsbury and/or its designee(s), within the meaning set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(30) Licensee: Shrewsbury Electric and Cable Operations (SELCO), or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(31) Local Origination Programming: Local Programming produced and presented by the Licensee.

(32) Node: A remote terminal device used to provide integrated network powering solutions for broadband, hybrid fiber-coax or switched digital video architecture(s).

(33) Normal Business Hours: The term "normal business hours" shall have the meaning set forth in 47 CFR § 76.309, currently defined to mean those hours during which most similar businesses in the community are open to serve customers.

(34) Renewal License: The non-exclusive Cable Television Renewal License to be granted to the Licensee.

(35) Shrewsbury Cable Commission: The Town Commission, if any, appointed by the Issuing Authority, charged with Renewal License enforcement and oversight.

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

(37) Outlet: An interior or exterior receptacle, generally mounted in a wall, which connects a Subscriber's or User's television set to the Cable System.

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

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

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

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

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

(43) PEG Capital Costs: Costs incurred in or associated with the construction of PEG access facilities, consistent with generally accepted accounting principles concerning the designation of capital costs.

(44) PEG Operating Costs: Costs incurred in or associated with the use of PEG access facilities, including but not limited to salaries and training, consistent with generally accepted accounting principles concerning the designation of operating costs.

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

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

(47) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Shrewsbury residents and/or organizations wishing to present non-commercial programming and/or information to the public.

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

(49) Retransmission Consent: The grant of consent from cable and broadcast programming distributors, including local broadcasters and their affiliates, to SELCO permitting SELCO to carry such programming on the Cable System for a fee, as described in 47 U.S.C. § 325(b)(1)(A); 47 C.F.R. § 76.65 *et seq.*

(50) The School Department: The Shrewsbury School Department, a department of the Town.

(51) Scrambling/Encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(52) Service: Any Basic Service, any Pay Cable Service and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(53) Service Related Activity: Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the Cable System to provide Cable Service.

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

(55) SMC: Shrewsbury Media Connection, an organization, and/or its successor organization established for the purpose of fulfilling the Licensee's obligation under the License to provide PEG Access to the Town. The Access Corporation so designated at the time of the license renewal.

(56) State: The Commonwealth of Massachusetts.

(57) Subscriber: Any person, firm, corporation or other entity, located in Shrewsbury, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with the Cable System.

(58) Subscriber Network: The 870 MHz, bi-directional network, with a minimum of one hundred ten (110) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(59) Town: The Town of Shrewsbury, Massachusetts.

(60) Town Counsel: The Town Counsel of the Town of Shrewsbury, Massachusetts.

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

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

(63) User: A person utilizing the Cable System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(64) Voice Over IP ("VoIP"): VoIP means an interconnected VoIP service. An interconnected Voice over Internet Protocol (VoIP) service is a service that: (1) Enables real-time, two-way voice communications; (2) Requires a broadband connection from the user's location; (3) Requires Internet protocol-compatible customer premises equipment (CPE); and (4) Permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 - GRANT OF RENEWAL LICENSE

- (a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and Cable Communications Policy Act of 1984 as amended, the Issuing Authority hereby grants a non-exclusive Renewal License to Shrewsbury Electric and Cable Operations (SELCO) offering services as Shrewsbury Cable , authorizing and permitting said Licensee to construct, operate and maintain a Cable System within the municipal limits of the Town of Shrewsbury.
- (b) This Renewal License is granted under and in compliance with the Federal Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and in compliance with all rules and regulations of the FCC and the Cable Division and all other applicable rules and regulations in force and effect during the period for which this Renewal License is granted.
- (c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable System, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System, in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over which the Town has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data, telecommunications and other impulses in accordance with the laws of the United States of America and the Commonwealth of Massachusetts and the bylaws/ordinances of the Town of Shrewsbury.

Section 2.2 - TERM: NON-EXCLUSIVITY [SEE G.L.c. 166A §§3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on March 28, 2013, following the expiration of the current license, and shall terminate at midnight on March 28, 2023.

Section 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to G.L.c. 166 §§22-25, permission is hereby granted to the Licensee to attach or otherwise affix cables, wire, or optical fibers and other related equipment comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided the Licensee secures the permission and consent of the owner of the poles to affix the cables and/or wires to their pole and conduit facilities or in to install separate poles and conduits as may be required where no poles and conduits may exist.

Section 2.4 - POLICE AND REGULATORY POWERS

The Licensee's rights are subject to the powers of the Town to adopt and enforce general bylaws/ordinances necessary for the safety and welfare of the public, provided that such bylaws/ordinances are of general applicability and not specific to the Cable System, the Licensee, or this License.

Section 2.5 - NON-EXCLUSIVITY OF RENEWAL LICENSE

The 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 System within the Town of Shrewsbury; the Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

Section 2.6 - REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee transfers the Cable System to a transferee approved by the Issuing Authority, pursuant to Section 2.6, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate. Any costs incurred by the Town, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

Section 2.7 - TRANSFER OF THE RENEWAL LICENSE

(a) 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 Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence-of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial qualifications, management and technical expertise, character qualifications, experience in the cable industry, performance in other communities and any other criteria allowable under law.

(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, of the application and FCC Form 394 requesting such transfer or assignment consent.

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

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

(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.

Section 2.9 - EQUIVALENCY OF LICENSES

The Issuing Authority shall not grant additional cable licenses or franchise agreements for the construction, operation or maintenance of a cable system or for the provision of cable or video services on terms, conditions or other provisions, which taken as a whole are more favorable or less burdensome than those contained herein.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 - SUBSCRIBER NETWORK

- (a) The Licensee shall construct, install, activate, operate and maintain, at its sole cost and expense, and make available to all residents of the Town, an eight hundred seventy Megahertz (870 MHz) Subscriber Network, fully capable and activated to carry a minimum of one hundred ten (110) NTSC video Downstream and four (4) NTSC video Upstream Channels. The Subscriber Network shall conform, at a minimum, to the technical description of Subscriber Network for the Town of Shrewsbury, as outlined in FORM 100 attached.
- (b) The Licensee shall activate and program a minimum of one hundred ten (110) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including the public, educational and governmental Access Channels.
- (c) The Licensee shall transmit all of its Signals to Shrewsbury Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.
- (d) The Licensee shall install, operate and maintain a Headend facility in the Town for the entire term of the Renewal License.

Section 3.2 - PARENTAL CONTROL CAPABILITY

Upon request, the Licensee shall provide Subscribers information and/or the technical capability to apply parental controls upon the reception of any channels being received on television sets where Converters are utilized. There shall be no charge for such parental control capability beyond the rates, terms and conditions that may apply to Converters. The Licensee shall advise potential Subscribers of the availability of such parental control capability. For purposes of this subsection, the term Converter shall not include a DTA.

Section 3.3 - EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations. The EAS shall switch off Cable Television Signals at the Headend and automatically transmit video and audio emergency alerts.

Section 3.4 - SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable System, pursuant to Section 3.1 herein, shall conform to the technical specifications contained in FORM 100 attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1 - AREA TO BE SERVED

The area to be served is the entire Town of Shrewsbury, Massachusetts.

Section 4.2 - LOCATION OF THE CABLE SYSTEM

The Licensee shall install, operate and maintain the Cable System within the Town of Shrewsbury. Poles, 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 poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3 - UNDERGROUND FACILITIES

- (a) In the areas of the Town 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 at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense. Cost of placing existing overhead-lines underground shall be considered either an operating or capital expense, in either case these cost are recoverable in rates charged to subscribers.
- (b) Underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards.

Section 4.4 - TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the Town, however, trimming of trees may be required in certain situations, in particular with regard to poles and facilities carrying the fiber optic backbone.

Section 4.5 - RESTORATION TO PRIOR CONDITION

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

Section 4.6 - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building-moving permit issued by the Town. The Person holding the building moving permit shall pay the expense of such raising or lowering. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7 - DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity. The Licensee may seek recovery of these expenses as part of construction grant, award or other reimbursement as may be allowed by law or regulation.

Section 4.8 - SAFETY STANDARDS

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

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 regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box.

Section 4.10 - PRIVATE PROPERTY

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

Section 4.11 - RIGHT TO INSPECTION OF SYSTEM

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give reasonable prior notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 4.12 - CABLE SYSTEM MAPS

If requested in writing by the Issuing Authority, the Licensee shall supply the Town with a full set of Computer Aided Design/Computer Aided Mapping ("CAD-CAM") maps of the Cable System, for the Town's use, without charge(s) to the Issuing Authority and/or any Town department. The Licensee shall update and maintain said mapping. Said CAD-CAM maps shall separately show, among other things, all of the Licensee's Cable System plant in the Town.

Section 4.13 - SERVICE INTERRUPTION

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

Section 4.14 - COMMERCIAL ESTABLISHMENTS

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

Section 4.15 - SERVICE OUTAGE NOTIFICATION

The Issuing Authority may request written explanations of any service outages in the Town on a regular or ad hoc basis.

Section 4.16 - DIG SAFE

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

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 - BASIC SERVICE

The Licensee shall provide a Basic Service, which shall include all Signals, including the downstream PEG Access Channels, which are required to be carried by a Cable System serving the Town pursuant to applicable federal statute or regulation.

Section 5.2 - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in Form 100, attached hereto and made a part hereof. Consistent with applicable federal law, all Programming decisions, including the Programming listed in Form 100, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division (207 CMR 10.02), and consistent with applicable federal law, the Licensee shall provide the Issuing Authority and all affected Subscribers with notice of its intent to substantially change the Shrewsbury Programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3 - LEASED CHANNELS FOR COMMERCIAL USE

The Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee to the extent required under the federal Cable Act.

Section 5.4 - SIGNAL ENCRYPTION

To the extent permitted under federal law, Licensee may scramble, encrypt or otherwise encode any cable channel as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of Signals.

Section 5.5 - CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide 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 Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6 - SERVICE TO MUNICIPAL AND SCHOOL BUILDINGS

(a) For municipal business and educational purposes, the Licensee shall provide, install and maintain, at no charge to the Town, one Subscriber Cable Drop and/or Outlet and its monthly Basic Service and Expanded Basic, or its equivalent, to all schools, police and fire stations, public libraries and other Town buildings included in Form 100, attached hereto and made a part hereof. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Basic and Expanded Basic Service. There shall be no cost to the Town and/or any designated institution for the installation and provision of monthly Cable Service and related maintenance. The Licensee shall supply one (1) non-addressable Converter for each Drop and/or Outlet if required for the reception of the monthly Basic Service and Expanded Basic Service, at its sole cost and expense.

(b) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The Issuing Authority or its designee(s) shall designate the exact locations of said Drops and/or Outlets in advance.

Section 5.7 - INSTITUTIONAL NETWORK

(a) The Licensee shall provide a fiber optic cable network infrastructure to connect all major municipal buildings and schools for the purpose of establishing an operational network for voice, data, video, and Internet services ("Institutional Network"). The fiber optic network will include fiber optic cable and terminations at each of the school/Town building locations. The Town/schools shall be responsible for the network terminating hardware, software, switches and other local network-related components. The Licensee shall expand and extend the network to new town/school buildings as they may be constructed. The Licensee shall coordinate the design, installation, and ongoing maintenance of the electronics required to utilize the network for its intended community networking purposes in conjunction with representatives of the Town and the schools.

(b) The Licensee shall provide Internet connectivity for every school and municipal facility, enabling aggregate data consumption up to 350 Mbps per day via the Institutional Network to all Town and school buildings at no charge. Town and school buildings that require additional data may request such service, and, to the extent practicable, Licensee shall offer to provide such service at a commercially reasonable rate.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS/LOCAL ORIGINATION FACILITIES AND SUPPORT

Section 6.1 – PEG ACCESS / LOCAL ORIGINATION

(a) The Access Corporation, Shrewsbury Media Connection (SMC) or its successor organization, as designated by the Licensee, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

(b) The Licensee shall be responsible for the provision of Local Origination ("LO") programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2 - ACCESS CORPORATION

The Access Corporation, SMC, shall provide for PEG Access as follows:

- Establish by-laws for its own governance to include, but not be limited to, provisions for responsibility and authority of board members and officers, provisions for election, membership, etc.
- Develop goals and objectives to meet Community Programming needs in Shrewsbury.
- Develop, implement and monitor procedures for non-discriminatory access to the studio and equipment.
- Develop and monitor an annual capital and operating budget.
- Coordinate with personnel responsible for educational access to assure their needs, as part of the total Community Programming, are properly considered.

Section 6.3 - PEG ACCESS CHANNELS

(a) The Licensee shall make available three full time video channels on the Licensee's analog Basic service tier for the purpose of PEG Access. The channels position shall be grouped together, but actual channel number(s) may change from time to time. The Licensee shall not make any channel lineup changes without prior notification to SMC.

(b) The Licensee agrees to meet with SMC at least annually, and review the community's needs for PEG access programming. The needs may include but not be limited to signal transport issues, additional channel capacity on digital tier of services, availability of programming to be accessed via video on demand (VOD) and/or Subscription video on demand (SVOD). Based upon

identifiable community needs, the Licensee, at its own discretion, may provide additional Digital channels for PEG use.

- (c) The Licensee shall make access available up to three analog PEG channels to non-CATV subscribers at an annual cost equal to:

The Licensee's total expense related to PEG channels divided by the total number of Basic subscribers.

The rate, effective April 1, 2003, is \$31.80 per year. The rate shall be adjusted annually, billed April first of each year. Failure to make payment for the service will result in the service being disconnected. Residents requesting the PEG channels will be charged an installation fee identical to any new CATV subscriber. Other policies regarding charges for line extensions and service drop charges will apply. Residents receiving three free PEG channels on or before March 28, 2003 may continue to receive the three PEG channels without a charge.

Section 6.4 - PEG STUDIO FACILITIES

- (a) The Licensee shall provide a building to accommodate offices, meeting rooms and a studio. All equipment existing at the time of the License renewal at the studio and remote locations shall continued to be used by SMC for the purpose of fulfilling the obligations for PEG functions. In general, initial expenditures to obtain, construct or upgrade a building or studio and related equipment will be considered PEG Capital Costs. In general, ongoing expenses relating to Licensee's provision of a building, office space, meeting rooms and a studio, will be deemed PEG Operating Costs.
- (b) The Licensee shall contract for the maintenance to the building structure, including repair maintenance and upgrading of the Building envelope and roof and HVAC equipment. Licensee shall also provide snow plowing, rubbish removal and ground maintenance. In general, all costs concerning building and site maintenance (other than significant upgrades) will be considered PEG Operating Costs.
- (c) In the event that it is necessary to vacate or otherwise move PEG functions from the building, the Licensee shall secure a building of similar size and quality. The Licensee shall also pay the cost of such move.

Section 6.5 - PEG STAFFING OF THE FACILITIES

- (a) The Licensee shall provide salaries and benefits for the equivalent of two full time employees. The employees shall be considered employees of the Town, and as such they will be covered by SELCO/SCC's annual salary program, including job grades, salary levels, and other related benefits and administrative programs. PEG staffing costs incurred by Licensee under this subsection shall be considered PEG Operating Costs.

- (b) The SMC board will be responsible for developing job descriptions, and recommending specific personnel to fill the positions. SMC shall be responsible for the day-to-day management of the staff.

Section 6.6 - ANNUAL FINANCIAL SUPPORT FOR PEG ACCESS

- (a) Licensee shall provide payment for PEG Access expenditures equal to three percent (3%) of the following: Licensee's Gross Annual Revenues, including revenues realized by Licensee from Subscribers which are attributable (via line item on Subscriber bills or other means) to Retransmission Consent expenses of Licensee up to a maximum of \$4.35 per Subscriber. Notwithstanding the foregoing, the \$4.35 per Subscriber Retransmission Consent expense cap for calculation of Gross Annual Revenues shall no longer be applicable in the event of a Section 7.2(d) competitive entry event. For the purposes of determining Gross Annual Revenue and the three percent thereof, the annual budgeted amount included in the Licensee's annual operating budget shall be used without any recomputation or reconciliation to actual year ending amounts. Notwithstanding the foregoing, said annual operating budget for PEG may be reviewed and verified by the Issuing Authority, upon written request of the Issuing Authority, as reasonably needed by the Issuing Authority to determine and verify PEG expenditures or to determine the amount of any PEG Operating Cost voluntary contributions and/or offsets, if any, pursuant to Section 7.2(b) below.
- (b) The annual payments shall be used for the following PEG Access expenditures:
- Operating expenses or supplies
 - Facility maintenance
 - Purchase, maintenance, repair replacement of capital equipment
 - All utilities — electric, water, and telephones
 - Training and staff development
 - Equipment insurance
 - Office supplies, computers, and other office equipment
 - Salaries and other payroll expenses in excess of those provided hereunder.
- (c) SMC shall be responsible for developing an annual work plan and budget for the following year's expenditures for capital and operating expenses. SMC shall include a reserve account as part of the annual budget, whereby an amount from each year's budget be held in reserve for the planned replacement of major plant equipment. SMC may make adjustments between line items in a budget with prior approval by the Light Commission. All expenditures by SMC shall be considered expenses of the Licensee and shall follow internal administrative procedures for purchasing and payments of invoices.
- (d) At the end of a given year, if there are unexpended budgeted funds, the Licensee may hold these funds in a separate account for the purposes of future expenditures by SMC for the purchase of new or replacement equipment.
- (e) All revenue from the sale of materials or rental of facilities under the direct control of SMC shall be considered revenue of the Licensee, however, any positive cash flow (revenue less expenses) associated with sale or rentals shall be considered additions to SMC annual budget.

Section 6.7 - PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

Section 6.8 - PEG ACCESS CABLECASTING

(a) In order that the Town and/or the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG programming shall be modulated, then transmitted from any location with Origination Capability, to the Cable System Headend on upstream bandwidth made available to the Town and the Access Corporation for their use, without charge to the Town, and the Access Corporation. The Licensee shall provide technical assistance to SMC to ensure quality and reliable signal transmission via the Institutional Network.

(b) The Licensee shall provide the Town and/or the Access Corporation with the capability to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend said Access Programming shall be retransmitted in the downstream direction on one of the Downstream PEG Access Channels. The Licensee shall not charge the Town and/or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain, at its sole cost and expense, all necessary processing equipment in order to switch Upstream Signals from the Town and/or the Access Corporation to the designated Downstream Access Channel.

Section 6.9 - CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.10 - OTHER CONSIDERATION

(a) The Licensee shall provide Internet access at the SMC studio/office building for use limited to SMC employees in conducting business relating to PEG programming.

(b) The Licensee shall provide email and web site hosting services to SMC equal to services provided to other Town departments.

(c) SMC may use the Licensee's vehicles for the purpose of transporting equipment and materials associated with SMC cablecast at locations remote from the studio but within the Licensee's service area.

(d)The Licensee will continue its dialogue with the public access advisory board on matters affecting the board's ability to continue to meet the community's needs for PEG access programming.

Section 6.11 - PEG ACCESS AND LOCAL ORIGINATION PROGRAMMING

(a) The Licensee reserves the right to use equipment and facilities designated for PEG access functions for the purpose of Local Origination programs. The Licensee's use of the said equipment and facilities shall not interfere with and shall be done in full cooperation with SMC.

ARTICLE 7

LICENSE FEES

Section 7.1 - LICENSE FEE ENTITLEMENT

- (a) The Licensee shall pay to the Town, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amount as may be permitted by State applicable law(s).
- (b) The Licensee shall make an Additional Payment to the Town throughout the term of the Renewal License in an amount equal to five percent (5%) of Gross Annual Revenue, paid on an annual basis. The Licensee shall file with each of said five percent (5%) payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding applicable reporting period(s).
- (c) For the purpose of calculating Gross Annual Revenue and the Additional Payment, revenues received from Subscribers attributable to Retransmission Consent costs of Licensee, as Licensee may describe in a separate line item on Subscriber monthly bills, shall be capped at \$4.35 per Subscriber/per month. This Section 7.1(c) shall cease to apply in the event of a competitive entry event described in Section 7.2(d).
- (d) The License Fees and Additional Payment shall be calculated using calendar year-ending financial and subscriber information in each given year and the payment amount so calculated shall be paid to the Town in Town's subsequent fiscal year.
- (e) The total annual Additional Payment, and the voluntary contribution described in Section 7.2 subparagraph (a) (concerning cable modem service revenue), shall not exceed \$800,000 for the duration of years one through three of the term of the Renewal License. Said \$800,000.00 payment cap ("the payment cap") shall be adjusted effective on the third, sixth and ninth anniversaries of the Renewal License effective date by a percentage equal to seventy-five percent (75%) of the stated percentage of consumer price index change in the annual Greater Boston Consumer Price Index, as published by the United States Bureau of Labor Statistics, for the single completed calendar year immediately preceding the adjustment date.

Section 7.2 - VOLUNTARY CONTRIBUTION

- (a) In addition to the License Fee and the base Additional Payment described in Section 7.1, Licensee agrees to make an additional voluntary contribution to the Town in an amount corresponding to five percent (5%) of gross annual revenue derived from the provision of Cable Modem Service, irrespective of whether or not Cable Modem Service is determined to be a Cable Service under federal law. The Licensee shall file with each of said five percent (5%) payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all gross Cable Modem Revenues during the preceding applicable reporting period(s).
- (b) In addition to the License Fee and the base Additional Payment described in Section 7.1, Licensee agrees to make an additional voluntary contribution to the Town in the form of the PEG Operating Costs described in this Renewal License (with said PEG Operating Costs separate from

and additional to the voluntary contribution to the Town pursuant to Section 7.2(a) above), which shall not offset nor count toward Licensee's Additional Payment obligations nor offset nor count toward Licensee's voluntary contribution to the Town pursuant to Section 7.2(a) above. In the event of a competitive entry event described in subsection (d), Licensee's obligations with regard to PEG Operating Costs described in this Renewal License shall remain in effect, but such PEG Operating Costs expenditures by Licensee shall count toward and shall offset Licensee's Section 7.1(b) Additional Payment. In the case of a Section 7.2(d) competitive entry event, and resulting offset of PEG Operating Costs against Licensee's Additional Payment, any amount not offset and still payable to the Town under Section 7.1(b), if any, may, at the discretion of the Issuing Authority, be designated for cable-related capital purposes. If requested in writing by the Issuing Authority or its designee, Licensee shall forthwith provide the Town with itemized PEG Operating Cost expenditure records as reasonably needed to determine the amount of any offset against the Additional Payment to the Town as may be applicable hereunder.

(c) As a percentage of Gross Annual Revenues, Licensee's annual payment of PEG Operating Costs, described in subparagraph (b) of this section, shall not exceed the total annual percentage amount payable to the Town by a competitive cable service licensee or franchisee (as a percentage of its gross annual revenues), pursuant to its license or franchise agreement.

(d) In consideration of Section 2.9 (Equivalency of Licenses), SELCO's obligation to make the payments described in Section 7.2(a) shall cease in the event that (1) the Issuing Authority grants a cable license or franchise to an entity other than SELCO permitting the provision of Cable Service throughout a substantial portion of the Town, or (2) during the term of the Renewal License, the total number of subscribers to SELCO Cable Modem Service declines by not less than thirty percent (30%) and total cable modem service revenues of SELCO declines by not less than fifteen percent (15%), as measured from the effective date of this Renewal License. Licensee shall provide the Issuing Authority with such data as reasonably needed for the Issuing Authority to determine the occurrence of the foregoing competitive entry and/or cable modem subscribership loss events.

Section 7.3 - PAYMENT

The License Fees and Additional Payment shall be paid annually to the Town throughout the term of the Renewal License, not later than June 30 of each year, unless provided for otherwise under applicable law.

Section 7.4 - OTHER OBLIGATIONS

(a) The Licensee shall provide hardware, software, and technical support, to design, operate, host and upgrade a web site for the Town. In the event the Town desires an entity other than Licensee to undertake these functions, Town and Licensee shall negotiate in good faith to determine reasonable financial consideration to be paid by Licensee to the Town to support such activity.

Section 7.5 - LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue fifteen (15) days from the date due at the rate of one percent (1%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.5 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof.

Section 7.6 - METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.**Section 7.7 – AUDIT**

All amounts paid pursuant to Section 7.1(b) and 7.2(a) shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal or calendar year, as applicable, and shall occur in no event later than two (2) years after the License Fees are tendered with respect to such fiscal or calendar year.

ARTICLE 8

RATES AND CHARGES

Section 8.1 - RATE REGULATION

To the extent consistent with federal and state law, the Licensee agrees to allow the Issuing Authority to have general rate approval authority over Subscriber charges for basic and expanded basic video services ("Rates"). In the event of a significant change to Licensee's Rates, excluding promotional or other special discount offerings and rate changes resulting directly from Retransmission Consent agreements, the Licensee shall provide notice to the Issuing Authority concerning a proposed adjustment to Rates. The Issuing Authority may require Licensee to publicly present the Rate adjustment to the Issuing Authority, in which case the Issuing Authority may vote to either accept or reject the proposed Rate adjustment, with which Licensee agrees to abide.

Section 8.2 - NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days' notice prior to the effective date of any rate increase to either downgrade service or terminate service altogether without charge.

Section 8.3 - PUBLICATION AND NON-DISCRIMINATION

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

Section 8.4 - CREDIT FOR SERVICE INTERRUPTION

(a) The Licensee shall grant, upon request, a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Service interruption.

(b) If an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall, upon request, provide a pro-rata credit or rebate for each tier or Premium Service interruption.

(c) Notwithstanding the foregoing, Licensee shall be under no obligation to grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours as a result of an act of nature or other Force Majeure event, a significant electric power interruption, or a significant system improvement project.

Section 8.5 - SENIOR CITIZEN DISCOUNT

The Licensee shall offer and provide to all residents who, as of April 1, 2013, are age sixty-five (65) and older and Subscribers at such time, a discount off of the Licensee's Basic and Expanded Service, regardless of the level of service taken. Subscribers not age sixty-five (65) or older as of April 1, 2013 are not eligible for any senior discounts. Licensee shall decrease the senior citizen discount by an amount equal to 1.5% per year (i.e., from 25% to 10% over ten years) over the term of the Renewal License. In addition, SELCO reserves the right to recalculate fees collected for Retransmission Consent. The current system requires a rate adjustment to non-senior customers to offset the revenue from the senior citizen discount.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1 - 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 keep in full force and effect: a general comprehensive liability policy; a property damage insurance policy; automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks; and Worker's Compensation in the minimum amount of the statutory limit. Licensee shall cause the Town to be named as an Additional Insured on Licensee's general comprehensive liability policy.

Details of insurance coverage are outlined in Form 100 attached hereto.

Section 9.2 - REPORTING

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

Section 9.3 - INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Town, its officials, boards, commissions, 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 System under the Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. The Town shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

Section 9.4 – NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

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

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of

one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 - REGULATORY AUTHORITY

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

(b) A senior representative of the Licensee shall attend any Issuing Authority meeting on the subject of the Renewal License, if requested.

Section 10.2 - PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on facilities and support, customer service and complaint response, Programming, and the Institutional Network; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints from the public.

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

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority and or its designee(s) shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1.

Section 10.3 - NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to make promotional or other special discount offerings including pursuant to Section 8.5.

Section 10.4 - EMERGENCY REMOVAL OF PLANT

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

Section 10.5 - REMOVAL AND RELOCATION

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

Section 10.6 - INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in these activities.

Section 10.7 - JURISDICTION

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

ARTICLE 11

DETERMINATION OF BREACH, LICENSE REVOCATION

Section 11.1- DETERMINATION OF BREACH

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

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

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

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may pursue any of the following remedies:

(i) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(ii) commence an action at law for monetary damages;

(iii) foreclose on all or any appropriate part of the security provided pursuant to Sections 9.2 and 9.3 herein;

(iv) declare the Renewal License to be revoked subject to Section 11.2 below and applicable law;

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

Section 11.2 - REVOCATION OF THE RENEWAL LICENSE

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

Section 11.3 - TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License.

Section 11.4 - NOTICE TO TOWN OF LEGAL ACTION

In the event that the Town or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 11.5 - NON-EXCLUSIVITY OF REMEDY

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

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 - CUSTOMER SERVICE OFFICE

(a) For the entire Renewal License term, the Licensee shall establish, open and maintain a full-time customer service office within the Town for the purpose of, among other things, the payment of bills and the return and/or exchange of Subscriber equipment. Said office shall be staffed by one or more employees of the Licensee and shall be located in a location convenient for Subscribers, with adequate parking.

The customer service office shall be open during Normal Business Hours, provided, however, that for purposes of this Renewal License, said office shall be open a minimum of thirty-seven and one half (37.5) hours each week subject to Federal and State holiday schedules.

Section 12.2 - TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309 during Normal Business Hours, as defined therein.

(b) The Licensee's main customer service office(s) shall have a publicly listed local telephone number for Shrewsbury Subscribers.

Section 12.3 - ANSWERING SERVICE

Throughout the entire term of the Renewal License, 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. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 - SERVICE CALLS

(a) For all requests for service or repair that are received during normal business hours, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

- (b) A Subscriber complaint or request for service received after normal business hours, pursuant to Section 12.1 above, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.
- (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 by technical personnel. For purposes of the section, an outage shall be considered to occur when a sufficient number of calls are received from any one neighborhood, outage of a particular channel, concerning such an outage, or when the Licensee has reason to know of such an outage.
- (e) The Licensee shall remove all Subscriber cable drops, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 12.5 - FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.

Section 12.6 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq.

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

Section 12.7 - COMPLAINT RESOLUTION PROCEDURES

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

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/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 ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps 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 the Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the complaint, the Subscriber shall meet jointly in Shrewsbury with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint in order to fully discuss and attempt to resolve such matter.

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

Section 12.8 - REMOTE CONTROL DEVICES

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

Section 12.9 - LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards. In the event that the Licensee is unable to demonstrate such compliance, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 12.10 - EMPLOYEE IDENTIFICATION CARDS

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

Section 12.11 - PROTECTION OF SUBSCRIBER PRIVACY

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

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

Section 12.12 - PRIVACY WRITTEN NOTICE

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

Section 12.13 - MONITORING

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

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.14 - DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) 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 or other service provided by the Licensee to the Subscriber and/or;

(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;

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and;

(iv) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

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

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless applicable law or the court otherwise prohibits such notification.

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

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

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

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

Section 12.17 - PRIVACY STANDARDS REVIEW

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

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 - GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly 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. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

Section 13.2 - FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with audited financial statements, which shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3 - CABLE SYSTEM INFORMATION

The Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include statistical information regarding the system and its operations. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

Section 13.4 - SUBSCRIBER COMPLAINT REPORT

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

Section 13.5 - INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.8 and 12.15, the Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.6 - PERFORMANCE TESTS

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

Section 13.7 - 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 the Cable Service, the Issuing Authority shall cite specific facts which cast such doubt(s) in notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority within thirty (30) days of receipt of any such notice from the Issuing Authority setting forth in detail its explanation of the problem(s).

Section 13.8 - ADDITIONAL INFORMATION

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

Section 13.9 - 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.

ARTICLE 14

EMPLOYMENT

Section 14.1 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR §76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity Program Report with the FCC, to the extent required under such regulations, and otherwise comply with all FCC regulations with respect to Equal Employment Opportunities.

Section 14.2 - NON-DISCRIMINATION

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

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 - ENTIRE AGREEMENT

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

Section 15.2 - CAPTIONS

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

Section 15.3 - SEPARABILITY

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

Section 15.4 - RENEWAL, LICENSE EXHIBITS

Form 100 attached hereto to the Renewal License, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.5 - WARRANTIES

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

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

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and Federal law;

(iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of the Renewal License;

(v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and

(vi) Pursuant to Section 625f) of the Cable Act, the performance of all terms and conditions in the Renewal License is commercially practicable.

Section 15.6 - 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; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

Section 15.7 - REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber, at the time of the initial installation (with an acknowledgment by the Subscriber of receipt, indicated by initialing the sales agreement), and maintain, an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.8 - 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 15.9 - APPLICABILITY OF RENEWAL LICENSE

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

Section 15.10 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Shrewsbury, Town Hall, 100 Maple Avenue, Shrewsbury, Massachusetts 01545. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the General Manager, Shrewsbury's Electric and Cable Operations, 100 Maple Avenue, Shrewsbury, Massachusetts 01545, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall cause to be published notice of the same, sufficient to identify its time, place and purpose, in an Shrewsbury newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(d) The Licensee shall identify all public hearings relating to the Cable System by periodic announcement on a community bulletin board channel between the hours of seven (7:00) PM and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

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

Section 15.11 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

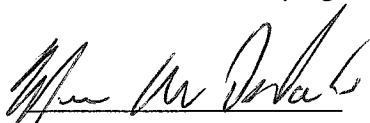
Section 15.12 - TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License.

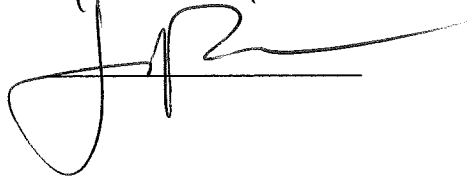
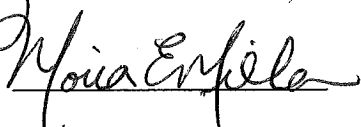
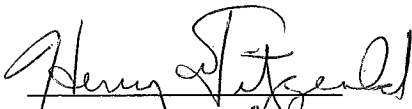
Section 15.13 - TERM

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

In Witness Whereof, this Cable Television Renewal License is hereby issued by the Board of Selectmen of the Town of Shrewsbury, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Shrewsbury Electric and Cable Operations.

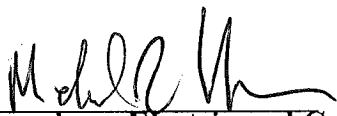


Chairperson



The Shrewsbury Board of Selectmen, as Issuing Authority

DATED: 3/12/2013



Shrewsbury Electric and Cable Operations

BY: Michael R. Hale

TITLE: General Manager

DATED: 3/12/2013

Cable Television License

For

Town of Shrewsbury

March 12, 2013

GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, the Board of Selectmen as the Issuing Authority of the Town of Shrewsbury hereby grants a non-exclusive CATV License to Shrewsbury's Electric Light Plant, authorizing and permitting Shrewsbury's Electric Light Plant to construct, operate, and expand a cable television system within the corporate limits of the Town of Shrewsbury.

This License is granted under and in compliance with Chapter 166A of the General Laws, and in compliance with the regulations of the Massachusetts Department of Telecommunications and Cable (DTC) and all other known rules and regulations in force and effect upon the date hereof or which may hereafter be in force and effect during the period for which this License is granted.

The Board of Selectmen grants to Shrewsbury's Electric Light Plant the right and privilege to construct, maintain, and operate a cable television system in, under, over, along, across, and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways, and other public places in the Town of Shrewsbury and subsequent additions thereto, including property over which the Town has an easement or right of way.

TERMS

The grant of License shall be for a period of ten years commencing March 28, 2013 and terminating on March 28, 2023.

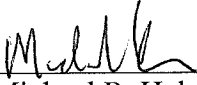
PROVISIONS

The License document shall include and incorporate all terms, condition, and provisions stated in "Shrewsbury's Community Cablevision – License Renewal Proposal", dated December 18, 2012 and Amendment dated March 12, 2013 relating agreed upon language changes to articles 2, 6 and 7.

Witness our hand and official seal this 12th day of March, 2013.

The License is hereby accepted

SELCO

By 
Michael R. Hale

Town of Shrewsbury
by Board of Selectmen

