CHARTER – TOWN OF SPENCER, MASSACHUSETTS

RENEWAL LICENSE AGREEMENT

This Cable Television Renewal License Agreement is between the Town of Spencer, Massachusetts, by the Town's Select Board as the Town's statutory cable television license Issuing Authority, hereinafter referred to as the "Issuing Authority" and Spectrum Northeast, LLC, hereinafter referred to as the "Licensee."

WHEREAS, the Issuing Authority of Spencer, Massachusetts ("Town"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town and

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current License under applicable laws and that the financial, legal and technical ability of the Licensee is reasonable to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, including the holding of a Select Board public hearing, the Issuing Authority desires to enter into this License renewal with the Licensee for the construction and operation of a Cable System on the terms set forth herein and in accordance with applicable law; and

WHEREAS, the Issuing Authority and Licensee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this License renewal;

NOW, THEREFORE, the Issuing Authority and Licensee agree as follows

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this License the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their

common and ordinary meaning. Citations to specific statutes or regulations shall include and encompass any amendments to such statutes or regulations as may be from time to time made.

A. "Cable System", "Cable Service", "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act.

B. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

C. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

D. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

E. "FCC 621 Order" means the Federal Communications Commission's Third Report and Order In the Matter of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 1992, MB Docket No. 05-311 (adopted August 1, 2019) as it may from time to time be amended or reconsidered by the FCC.

F. "Franchise Fee" shall have the same meaning as the term found in the Cable Act at 47 USC §542(b) and (g), as they may from time to time be amended.

G. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles ("GAAP"), received by the Licensee from the operation of the Cable System to provide Cable Services in the Service Area, and revenues that the Licensee receives from home shopping channels for the use of the Cable System to sell merchandise as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers and advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability imposed upon Subscribers and collected by the Licensee from Subscribers for pass-through to a government agency; (2) unrecovered bad debt; (3) any exclusions required under applicable State law and (4) any PEG fees recovered from Subscribers.

H. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' premises.

I. "Issuing Authority" shall mean the Select Board of the Town of Spencer, Massachusetts.

J. "License" shall mean the non-exclusive rights granted pursuant to this agreement to construct and operate a Cable System along the Streets within all or a specified area in the Service Area.

K. "Licensee" shall mean Spectrum Northeast, LLC or its lawful successor, transferee, or assignee.

L. "Person" shall mean an individual, partnership, association, organization, corporation, trust, or government entity.

M. "Public, Educational and Governmental (PEG) Access Channel" shall mean a video channel which the Licensee shall make available to the Town and designees of the Town for the purpose of transmitting noncommercial, locally produced or locally sponsored programming by members of the public, Town departments and agencies, designees of the Town, public schools, educational, institutional and similar organizations in accordance with 47 United States Code § 531 and applicable law.

N. "Service Area" shall mean the entire geographic boundaries of the Town, subject to the exceptions in section 6.1.

O. "Standard Installation" shall mean an Installation to residences and buildings that are located up to 150 aerial feet from the point of connection to Licensee's existing distribution system.

P. "State" shall mean the Commonwealth of Massachusetts.

Q. "Street" or "Streets" shall include each of the following located within the Town: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, compatible easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority, which shall entitle the Licensee, subject to applicable law, to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

R. "Subscriber" shall mean any Person who is billed for and authorized to receive Cable Service from the Licensee.'

S. "Town" shall mean the Town of Spencer, Massachusetts.

SECTION 2
Grant of License

2.1 Grant. The Issuing Authority hereby grants to the Licensee a nonexclusive License which authorizes the Licensee, subject to applicable law, to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, antennas, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term and Effective Date. The License and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on February 27, 2023, the Effective Date of this License, unless otherwise lawfully terminated in accordance with the terms of this License.

2.3 Police Powers and Conflicts with License. By executing the License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary for the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations of general applicability. In the event of a conflict between this License and any Issuing Authority ordinance or regulation, apart from the lawful police powers of the Town, that materially contradict the applicable provisions of this License, the terms of this License shall prevail. This License is a contract and except as to those changes, which are the result of changes in applicable state or federal law or the Issuing Authority's exercise of its general police power, neither party may take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority and to the extent applicable comply with the license amendment regulations set forth at 207 Code of Massachusetts Regulations 3.07.

2.4 Cable System License Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Town or be allowed to operate without a Cable System License.

SECTION 3
License Renewal

3.1 Procedures for Renewal. The Issuing Authority and the Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of the Licensee's License shall be governed by and comply with the provisions of Section 626 of the Cable Act (47 U.S.C. § 546), or any such successor statute, as well as any governing state statutes, including M.G.L. c. 166A, and regulations to the extent not preempted by federal law.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. As provided in MGL c. 166A § 5(b) the Licensee shall indemnify and hold the Town harmless at all times during the term of the license from any and all claims for injury and damage to persons or property, both real and personal, caused by the installation, operation, or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to the license. The Licensee shall, by acceptance of the License granted herein, defend the Issuing Authority, in any action or proceeding in which it is claimed that personal injury or property damage was caused by the activities of the Licensee in installation, operation, or maintenance of the Cable System, and in the event of a determination of liability shall indemnify and hold the Issuing Authority harmless from any and all claims for injury or damage to persons or property, both real and personal, caused by the installation, operation or maintenance of its Cable System. The Issuing Authority shall give the Licensee at least ten (10) days' notice of its obligation to indemnify and defend the Issuing Authority after receipt of a claim for which indemnification is sought. In the event any such claim arises, the Issuing Authority shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle, or compromise any claims arising hereunder and the Town shall cooperate fully herein. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Issuing Authority or for the Issuing Authority's use of the Cable System, including the use of any PEG channels by the Town or its designee.

4.2 Insurance.

A. The Licensee shall maintain throughout the term of the License insurance enabling Licensee to meet the requirements of MGL c. 166A § 5(c).

Said Insurance shall include the following and in amounts at least as follows:

(i) Workers' Compensation	Statutory Limits
(ii) Commercial General Liability	$1,000,000.00 per occurrence, $2,000,000.00 General Aggregate
(iii) Auto Liability including coverage on all owned, non-owned hired autos	$1,000,000.00 per occurrence Combined Single Limit
(iv) Umbrella Liability	$5,000,000.00 per occurrence

B. The Town shall be added as an additional insured, on the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Licensee shall furnish the Issuing Authority with current certificates of insurance evidencing such coverage upon request.

4.3 Performance Bond.

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the License, a faithful performance bond in the amount of twenty thousand dollars ($20,000) running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the State. Said bond shall be upon the terms and conditions specified in M.G.L. chapter 166A and the faithful performance and discharge of all obligations imposed by the License.

(b) The performance bond shall be effective throughout the term of this License, including the time for removal of all of the facilities provided for herein. Recourse to the bond, if any, by the Issuing Authority shall not be exclusive of other remedies available under this License and under applicable law or at equity.

SECTION 5
Service Obligations

5.1 No Discrimination. Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age, or sex.

5.2 Privacy. The Licensee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

5.3 Billing Practices Information and Procedures. All billing practices and procedures will be governed by the procedures set forth in 207 CMR §10.00 et seq, as may be amended from time to time, unless the procedures are inconsistent with or preempted by federal law.

5.4 Notification of Rates and Charges. Subject to and in accordance with applicable law, the Licensee shall inform the Issuing Authority of any increases in rates, charges, or fees, or a substantial change in the number or type of programming services, to the extent such service changes are under Licensee's control.

5.5 Customer Service. Licensee shall substantially comply with the F.C.C.'s cable customer service standards set forth at 47 Code of Federal Regulations § 76.309.

5.6 Customer Service Hours and Telephone Response Service

The Licensee shall maintain a publicly listed toll-free telephone number for subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C. definition of normal business hours. See 47 CFR §76.309(c)(4).

5.7 Employee and Agent Identification Cards

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to carry an employee photo identification card issued by the Licensee and shall use vehicles marked with and showing Licnsee or applicable company name when at private property for such operations.

SECTION 6
Service Availability

6.1 Service Area. Licensee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least twenty (20) residences per linear strand mile of aerial cable as measured from Licensee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Licensee's published rate for standard installations if such residence is a Standard Installation. Licensee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Licensee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Licensee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence. Prior to providing a non-standard installation or a system extension for which payment

of capital contributions is required, Licensee shall disclose to the Subscriber the cost(s) thereof and obtain Subscriber consent to such nonstandard installation. Notwithstanding the foregoing, Licensee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Issuing Authority agrees to make reasonable efforts to have the permitting authority require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Licensee at least 30 days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Licensee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Licensee's expense. Licensee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the new development shall be determined by the Licensee and the developer or property owner in accordance with applicable law; except that if Licensee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then, should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Licensee. Issuing Authority may satisfy the foregoing obligation of the Issuing Authority by providing a copy of this section to the permitting authority annually, which Issuing Authority shall do upon annual written request of the Licensee.

6.4 Inspection.

(a)In the event the Issuing Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this License, the Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this License and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall be conducted at reasonable times on reasonable notice to Licensee, except that notice may be waived for public safety reasons involving need to inspect street conditions on time sensitive basis as may be customary for Department of Public Works/Highway Department. Licensee shall have the right to be present at any inspection except where street inspection is for safety purposes and involving customary right-of-way management and/or street restoration inspection as may be customary for Dept. of Public Works/Highway Department. Any such inspection shall not interfere with the Licensee's operations.

(b) Any tests or inspections 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 subject to 6.4(a) above allowing notice being waived for public safety reasons involving need to to inspect street conditions on time sensitive basis as may be customary for Department of Public Works/Highway Department. Unless otherwise mutually agreed upon, the Town shall give at least seven (7) days prior notification to the Licensee of its intention to conduct any testing.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code and other generally applicable laws, regulations and codes.

7.2 Construction Standards and Requirements. All of the Licensee's plant and equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Licensee shall at all times employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

7.5 Signals Received by Licensee in Stereo. Channel signals received by Licensee in stereo shall be cablecast in stereo.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Licensee shall have the right to utilize existing poles, conduits and other facilities whenever possible, subject to applicable law, attachment requirements if any, including but not limited to License Section 8.3 below, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property until the written approval of the Issuing Authority and, if applicable under laws of general applicability, the written approval of the Department of Public Works/Highway Department or similar department with respect to street openings and grants of location are obtained for new attachments and conduits in the public way, which approval shall not be unreasonably withheld.

8.2 Underground Construction. The facilities of the Licensee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Licensee may install its facilities aerially

with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Issuing Authority, the Licensee shall likewise place its facilities underground. In the event that the Issuing Authority uses municipal funding over which it may exercise discretionary use to reimburse any telephone or electric utilities for the placement of cable underground or the movement of cable, the Issuing Authority shall notify Licensee in advance and, upon written request of Licensee, exercise reasonable efforts to reimburse Licensee upon the same terms and conditions as any similarly situated telephone, electric or other utility.

8.3 Construction Codes and Permits. The Licensee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Service Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Issuing Authority. The Issuing Authority shall cooperate with the Licensee in granting any permits required, providing such grant and subsequent construction by the Licensee shall not unduly interfere with the use of such Streets or otherwise not meet legally applicable permitting requirements.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe and adequate condition, and in good order and repair and shall comply with applicable law and electrical and generally applicable code requirements. The Licensee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Licensee shall be placed in such a manner as not to interfere with the usual travel on such public way and shall comply with applicable law.

8.5 Restoration of Public Ways. In compliance with M.G.L. c.166A, §5(g), Licensee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition as good as the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Issuing Authority to remove any of the Licensee's facilities, no charge shall be made by the Licensee against the Issuing Authority for restoration and repair, unless such acts amount to gross negligence by the Issuing Authority.

8.7 Tree Trimming. In compliance with M.G.L. c.166A, § 5(a), Licensee or its designee shall have the authority to trim trees on public property only to the least extent necessary at its own

expense as may be necessary to protect its wires and facilities. No cutting of trees on Town property shall be done except upon a permit in writing from the Town Department of Public Works or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town and state law. Licensee shall secure the permission of the property owner prior to trimming of trees on private property.

8.8 Relocation for the Issuing Authority. The Licensee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of the Licensee when lawfully required by the Issuing Authority pursuant to its police powers. Licensee shall be responsible for any costs associated with these obligations to the same extent all other similarly situated users of the Issuing Authority rights-of-way are responsible for the costs related to their facilities.

8.9 Relocation for a Third Party. The Licensee shall, on the request of any Person holding a lawful permit issued by the Issuing Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Licensee, provided that the expense of such is paid by any such Person requesting the relocation to the extent not inconsistent with applicable law and the Licensee is given reasonable advance written notice to prepare for such changes. The Licensee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty days (120) for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any person using the Streets for the purpose of defraying the cost of any of the foregoing, and if such funds are disbursable by the Issuing Authority and subject to discretionary control of the Issuing Authority, the Issuing Authority shall reimburse the Licensee in the same manner in which other similarly situated Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity not a part of the Town, the Issuing Authority shall use reasonable efforts to assist Licensee make application for such funds provided such assistance is consistent with applicable law.

8.11 Emergency Use. Licensee shall comply with 47 U.S.C. § 544(g) and all federal regulations pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9
Service and Rates

9.1 Phone Service. The Licensee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Licensee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Licensee's name, address and local telephone number. Licensee shall give the Issuing Authority notice of any changes in rates, programming services or channel positions in accordance with applicable law.

9.3 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Licensee are honored, and subject to Licensee's rights under Section 15.2.

9.4 Cable Service to Public Buildings. In light of the FCC 621 Order determining that in-kind complimentary services are franchise fees under federal law, should the Issuing Authority elect to continue service to the public buildings identified in Exhibit A or other municipal and public school buildings and schools, it shall notify Licensee and Licensee shall provide Issuing Authority with an itemization of costs to continue such service and if and to the extent such costs cause franchise fees in Spencer to exceed five percent of Gross Revenues, the Town shall be responsible for paying for such service to the public buildings identified in Exhibit A should it elect to subscribe to same. In the event an appellate court of competent jurisdiction, in a non-appealable order, overturns the FCC's conclusion in the FCC 621 Order that such complimentary services are franchise fees or if the FCC rescinds the FCC 621 Order regarding the same, the Issuing Authority may notify Licensee in writing and subject to applicable law the Licensee shall provide a cable drop, an outlet and monthly Basic Service at no cost to the public buildings in the Town set forth in Exhibit A or as required pursuant to MGL Chapter 166A Section 5e.

SECTION 10
License Fees

10.1 License Fee. Pursuant to M.G.L. Chapter 166A § 9, the Licensee shall pay to the Town, throughout the term of the License, a license Fee equal to $0.50 per Subscriber per year. The number of Subscribers, for purposes of this section, shall be calculated as of December thirty-first of the preceding calendar year.

10.2 Maximum Franchise Fee Obligation. In accordance with applicable law, the Licensee shall not be liable for a Franchise Fee, as defined in Section 1.1(F) above, 47 U.S.C. § 542, and the FCC 621 Order so long as it is in effect and inclusive of the fee required by M.G.L. c. 166A, § 9, pursuant to this License and applicable law in excess of five percent (5%) of its annual Gross Revenue. Further, if in the future, Franchise Fee payments to the Town are based on a percentage of gross annual revenue and said payments, including the PEG Access Support contemplated in Section 13.3 below, are in excess of five percent (5%) of Licensee's gross annual revenues, said payments will be decreased by the aggregate amount of the annual access funding and operating

support provided to Town by Licensee to the extent of the excess over five (5) percent in order to stay within the five percent (5%) of annual Gross Revenue cap specified herein as further set forth in Section 13.3 below.

10.3 Payment of Fee. Pursuant to M.G.L. c. 166A, § 9, the License Fees shall be paid annually to the Town throughout the term of this License, not later than March 15th of each year, unless otherwise required by applicable law.

10.4 Accord and Satisfaction. No acceptance of any payment by the Issuing Authority shall be construed as a release or as an accord and satisfaction of any claim the Issuing Authority may have for additional sums payable as a License Fee under this License.

10.5 Limitation on Recovery. The period of limitation for recovery of any License fee payable hereunder shall be three (3) years from the date on which payment by the Licensee was due. If any undisputed License payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the annual rate of one percent (1%) over the prime interest rate.

SECTION 11
Transfer of License

11.1 License Transfer. The License granted hereunder shall not be transferred or assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Licensee, without the prior consent of the Issuing Authority, such consent not to be unreasonably withheld or delayed. The requirements for consent of transfer of this Renewal License shall comply with current Massachusetts and Federal statutes and regulations, as they may from time to time be amended. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Licensee in the License or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Issuing Authority shall notify the Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Issuing Authority has not taken action on the Licensee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Issuing Authority shall be deemed given.

SECTION 12
Records

12.1 Inspection of Records. Licensee shall permit any duly authorized representative of the Issuing Authority, upon receipt of advance written notice, to examine during normal business

hours and on a non-disruptive basis any and all of Licensee's records maintained by Licensee as is reasonably necessary to ensure Licensee's compliance with the material terms of this License. Such notice shall specifically reference the subsection of the License that is under review so that the Licensee may organize the necessary books and records for easy access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than two (2) years, except that any records relevant to the payment of any License Fee, Franchise Fee, or PEG fee shall be retained for three (3) years. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Issuing Authority agrees to treat as confidential any books, records, or maps that constitute proprietary or confidential information to the extent Licensee makes the Issuing Authority aware of such confidentiality. If the Issuing Authority believes it must release any such confidential books or records in the course of enforcing this License, or for any other reason including but not limited to the Issuing Authority's good faith efforts to comply with the requirements of applicable public records laws, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Issuing Authority agrees that, to the extent permitted by state and federal law, it shall deny access to any of Licensee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Community Programming

13.1 PEG Access Channels.

The Licensee shall provide three (3) Channels on the Cable System for use by the Town or the Issuing Authority's access designee(s) for the purpose of transmitting noncommercial, locally produced and locally sponsored programming by members of the public, Town departments and agencies, public schools, educational, institutional and other organizations based in the Town.

13.1.1 PEG in High Definition

If requested in writing by the Issuing Authority, the Licensee shall make available one (1) High Definition (HD) PEG Access Channel, within twelve months of such request, for PEG Access purposes which will be substituted for one of the current three (3) PEG channels, subject to the following.

A. The Issuing Authority and/or its access designee(s) are capable of producing and delivering programming to Licensee in an HD format;

B. The Issuing Authority or its designee enters into a contract with Licensee's commercial services group that will govern the terms, conditions and costs for the transmission, maintenance, and monitoring of such HD PEG Access Channel signal(s) from Issuing Authority's origination point in the town studio at 310 Main Street. The aforementioned commercial services group shall provide the

Issuing Authority a written estimate for such a requested HD installation including reasonable itemization of materials and labor not more than sixty (90) days from a written request for same from the Issuing Authority or its access designee.

13.2 PEG Transmission. The Issuing Authority hereby authorizes the Licensee to transmit PEG programming within and without the Town's jursidictional boundaries. The Licensee specifically reserves the right to make or change channel assignments in its sole discretion following ninety (45) day written notice to the Issuing Authority. If a PEG channel provided under this License is not being utilized by the Town, the Licensee may utilize such PEG Channel, in its sole discretion, until such time as the Town elects to utilize the PEG channel for its intended purpose. In the event that the Town determines to use such PEG capacity, the Town shall provide the Licensee with one hundred twenty (120) days' written notice of such request.

13.3 Public, Educational and Governmental Access Annual Support.

(a) After the Effective Date, the Licensee shall make annual payments to the Issuing Authority or the Access Designee for PEG operations, as determined by the Issuing Authority, in the amount of five percent (5%) of Gross Revenues (the "PEG Fee") which, if paid to the Issuing Authority directly, shall be payable directly to or for a special PEG Account, in the nature of a grant account, or other special account restricted for PEG Access and/or PEG Access related uses, for the promotion and stimulation of public and charitable purposes related to PEG Access and/or PEG Access related purposes, and not for general use, subject to applicable law. PEG Fee payments shall be made annually no later than March 15th of each calendar year. he Licensee shall file with the Issuing Authority, with each such percentage PEG Fee payment, a statement signed by a qualified representative of the Licensee documenting, in reasonable detail the total of all Gross Revenues as defined in Section 1.1(G) above, derived during the previous calendar year upon which payment is based. Upon request of the Licensee, the Issuing Authority's PEG Access designee shall prepare an annual report for the preceding calendar year which records how the annual payment for PEG operations was spent. The Licensee may deduct from the annual PEG Fee payments the amount of the License Fee and other permissible offsets under federal law as necessary to ensure the total franchise fee obligation does not exceed the 5% cap on franchise fees provided for by the Cable Act.

(b) If the Town issues or renews any cable license after the Effective Date that provides for a lower percentage of PEG Access Support, then the percentage of the Licensee's PEG Access Support payments shall be reduced to match such lower percentage over that same time period.

13.4 Recovery of Costs. To the extent permitted by federal and State law, the Licensee shall be allowed to recover the costs of the annual PEG acccess support payments, and any other costs, including interconnection costs, arising from the provision of PEG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

13.5 User/Producer Indemnity for PEG. The Issuing Authority or its designee shall exercise reasonable efforts to require all local producers and users of any of the PEG facilities or channels to agree in writing to authorize the Licensee to transmit programming consistent with this License and hold harmless and defend the Licensee and the Town from and against any and all liabilty or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for their possible failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity which proximately is caused by such producer's or user's use of a PEG facility or channel. The Issuing Authority shall establish rules and regulations for use of PEG facilities consistent with Section 611 of the Communications Act (47 U.S.C. § 531) and this License.

13.6 Access Channel Origination. Subject to applicable law the Licensee shall continue to provide the existing fiber optic connections and video return lines for PEG Channel origination to be used for PEG video transport only from the following locations from which Licensee is currently traansporting PEG Access video programming to Licensee's hub or headend as applicable: Access Provider studio, 310 Main Street, Spencer. In addition, Licensee shall continue the existing PEG Access video return fiber link from Town Hall, 157 Main Street, Spencer to said Access Provider studio at 310 Main Street. The fiber connections will enable the upstream transmission of PEG Access programming to the system headend or functionally equivalent location for distribution to customers on three PEG Access channels unless otherwise specified pursuant to the terms of a separate contract. The PEG origination site from which Licensee shall interconnect for upstream transmissions to its headend or hubsite(s) will be the 310 Main Street studio where the local PEG cable signals are currently aggregated from Town Hall over a Licensee wire as set forth above and from additional video origination locations that the Town operates on its own.

The PEG Channel origination connections shall be operated in compliance with the System Technical Specifications found in FCC Part 76, Subpart K, 76.601 et seq. if applicable.

The PEG Channel origination connections shall be interconnected with the Subscriber Network in order that signals originating from PEG Channel origination points can be distributed over Subscriber Network channels for viewing by the public.

SECTION 14
Enforcement, Revocation, Penalties

14.1 Notice of Violation. If the Issuing Authority believes that the Licensee has not complied with the terms of the License, the Issuing Authority shall first informally discuss the matter with Licensee. If these discussions do not lead to resolution of the problem, the Issuing Authority shall notify the Licensee in writing of the exact nature of the alleged noncompliance (the "Violation Notice") and the following procedural framework shall apply:

14.2 Licensee's Right to Cure or Respond. The Licensee shall have thirty (30) days from receipt of the Violation Notice to: (i) respond to the Issuing Authority, contesting the assertion of noncompliance; (ii) cure such default; or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Issuing Authority of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Licensee fails to respond to the Violation Notice received from the Issuing Authority, or if the default is not remedied within the cure period set forth above, the Issuing Authority shall schedule a public hearing if it intends to continue its investigation into the default. The Issuing Authority shall provide the Licensee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Issuing Authority in a newspaper of general circulation within the Issuing Authority in accordance with subsection 15.8 hereof. At the hearing, the Issuing Authority shall provide the Licensee with an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Licensee has defaulted in the performance of a material License provision and whether and what License or other lawful remedies should be invoked or whether the License shall be revoked. The public hearing shall be on the record and upon the request and at the expense of Licensee, a written transcript shall be prepared and made available to the Licensee within ten (10) business days of Licensee giving the Town Administrator a written request for same.. The decision of the Issuing Authority shall be made in writing and shall be delivered to the Licensee. The Licensee may appeal such determination to an appropriate court, which shall have the power to review the decision by the Issuing Authority de novo. The Licensee may continue to operate the Cable System until all appeallate procedures have been exhausted.

14.4 Enforcement. Subject to applicable federal and state law, in the event the Issuing Authority, after the hearing set forth in subsection 14.3 above, determines that the Licensee is in default of any provision of the License, the Issuing Authority may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;
B. Commence an action at law for monetary damages or seek other equitable relief; or
C. In the case of a substantial default of a material provision of the License, seek to revoke the License itself in accordance with subsection 14.5 below
D. Seek full or partial recourse to the performance bond if and as applicable; or
E. Invoke any other remedies available at law or equity or as may otherwise be lawfully available to the Town.

14.5 Revocation.

A. Prior to revocation or termination of the License, the Issuing Authority shall give written notice to the Licensee of its intent to revoke the License on the basis of a pattern of noncompliance by the Licensee, including one or more instances of substantial noncompliance with a material provision of the License. The notice shall set forth the exact nature of the noncompliance. The Licensee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Issuing Authority has not received a satisfactory response from the Licensee, it may then seek to revoke the License at a public hearing. The Licensee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the License. The public hearing shall be conducted in accordance with the requirements of Section 14.3.

B. Notwithstanding the above provisions, the Licensee reserves all of its rights under federal law or regulation.

C. Upon revocation of the License, the Licensee may remove the Cable System from the Streets of the Town or abandon the Cable System in place.

14.6 Recomputation.

No acceptance of any PEG Fee or License Fee payment by the Issuing Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Issuing Authority may have for further or additional sums payable under this Agreement, and all amounts paid shall be subject to audit and

recomputation of the Issuing Authority. The audit period shall cover no more than the previous three (3) years. If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) business days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s).

If, after such audit and re-computation, the Issuing Authority and Licensee agree that an additional fee is owed to the Town, such fee shall be paid within sixty (60) days after such audit and recomputation. In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Licensee shall pay an interest charge, computed from such due date, at the prime interest rate.

SECTION 15
Miscellaneous Provisions

15.1 Compliance with Laws. Issuing Authority and Licensee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Subject to Section 2.3 above, Licensee shall also conform with all generally applicable Town ordinances/bylaws, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the License. In the event of a conflict between the Issuing Authority's ordinances/bylaws, resolutions, rules or regulations and the provisions of the License, the provisions of this License shall govern.

15.2 Force Majeure. The Licensee and the Town shall not be held in default under, or in noncompliance with the provisions of the License, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Licensee or Town to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain, or monitor their utility poles to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Issuing Authority's intention to subject the Licensee to forfeitures or revocation of the License for violations of the License where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Licensee which outweighs the benefit to be derived by the Issuing Authority and/or Subscribers.

15.4 Action of Parties. In any action by the Issuing Authority or the Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Modification/Termination Based on VSP Requirements.

1. If the Issuing Authority enters into any cable franchise, cable license or similar agreement with a VSP to provide Video Programming services to residential subscribers in the Town with terms or conditions materially less burdensome than those imposed by this License, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority's receipt of Licensee's written notice thereof, commence negotiations to modify this License to provide that this License is not on terms or conditions materially more burdensome than the terms in any such cable franchise, cable license or similar agreement. Any modification of the License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Access Support, as provided in Section 13.3, will be subject to modification under Section 13.3(b) for competitive equity purposes but shall not be subject to modification under this Section 15.5.

2. Licensee's notice pursuant to Section 15.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out Section 15.5.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

3. In the event the parties do not, subject to the criteria above, reach mutually acceptable agreement on a modification as set out above, Licensee shall in its sole discretion, have the option of exercising any of the following actions:

a) commencing License renewal proceedings in accordance with 47 U.S.C. 546 with the License Term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee's written notice to seek relief hereunder;

b) terminating the License in no less than thirty-six (36) months from written notice to the Issuing Authority;

c) if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

d) if agreed to by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

Modification of the PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Section 13.3(b) hereunder.

15.6 Notices. Unless otherwise provided by federal, State, or local law, all notices pursuant to this License shall be in writing and shall be deemed to be sufficiently given upon delivery to a

Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice shall be delivered or sent to:

Every notice served upon Licensee shall be delivered to the following address or such other address as Licensee may specify in writing to the Issuing Authority:

Director, Government Affairs
Charter Communications
301 Barber Avenue
Worcester MA 01606

Copy to: Charter Communications
Attn: Vice President, Local Government Affairs & Franchising
601 Masschusetts Avenue NW, Suite 400W
Washington, DC 20001

Every notice served upon Issuing Authority shall be delivered to the following address or such other address as Issuing Authority may specify in writing to the Licensee:

Select Board
ATT: Town Administrator
Town Hall
157 Main Street
Spencer, MA 01562

Copy to: Town Counsel
c/o Town Hall
157 Main Street
Spencer, MA 01562

15.7 Public Notice. Minimum public notice of any public hearing relating to this License shall be as provided by applicable law.

15.8 Severability. If any section, subsection, sentence, clause, phrase, or portion of this License is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this License.

15.9 Entire Agreement. This License and any exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority and they supersede all prior or contemporaneous agreements, representations, or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.10 No Third-Party Beneficiaries. Nothing in this License is intended to confer third-party beneficiary status on or rights in or to any Person other than the parties to this License to enforce the terms of this License.

15.11 No Recourse Against Issuing Authority. Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555a(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

Exhibit A

Public Buildings to be Provided Free Cable Service if Required by Section 9.4

Spencer Fire Department-11 West Main Street
Spencer Fire Department Annex-11 West Main Street
Spencer Highway Department-7 Meadow Road
Spencer Rescue-6 Bixby Road

SIGNATURE PAGE

Accepted this 27th day of February, 2023, subject to applicable federal and State law.

Town of Spencer, Massachusetts

By its Select Board

_____
Chair, Select Board

_____
Member, Select Board

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Member, Select Board

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Member Select Board

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Member Select Board

APPROVED AS TO FORM:

_____
William August, Esq., Municipal Cable Counsel (Date: 3/3/23)

SPECTRUM NORTHEAST, LLC
By: Charter Communications, Inc., its Manager

_____
Paul Abbott (Date: 6/20/23)
Vice President, Local Government Affairs & Franchising