

This Cable Television Final License (“License”) is entered into, on the 6th day of June 2000 by and between RCN-BecoCom, L.L.C. and the Board of Selectmen of the Town of Stoneham, Massachusetts, as Issuing Authority, for the grant of a cable television license, pursuant to M.G.L. c. 166A.

ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

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

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

Access Channel: A video channel which the Licensee shall make available to the Town of Stoneham or its designee(s), without charge, for the purpose of transmitting programming by members of the public, Town officials, boards, commissions, departments and agencies, the Stoneham Public Schools, other Stoneham educational institutions, non-profit organizations, including access corporations, and similar organizations.

Access Corporation: The entity(s), if any, designated by the Issuing Authority from time to time, for the purpose of operating and managing the use of Public, Educational and/or Government Access channels, equipment and/or funding on the Cable System, or any other or successor entity.

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

Basic Service: Licensee’s service, other than Pay-Per-View or Premium Channels, distributed over the Cable System which includes, without limitation, all Public, Educational and Government Access channels and all broadcast signals, if any, required to be carried on Basic Service pursuant to federal law, or this License to the extent it is not inconsistent with federal law.

CMR: The Code of Massachusetts Regulations.

Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934,

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and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996), or as such law may hereafter be amended or supplemented.

Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

Cable Service: The transmission to Subscribers of (i) video programming, or (ii) other programming services, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming services.

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, including Video Programming, and which is provided to multiple Subscribers within the Town.

Commercial Subscriber: A commercial, non-residential, non-municipal and non-educational subscriber to Cable Service.

Converter: Any device changing the frequency or decoding a signal. A subscriber converter may expand reception capacity and/or unscramble coded signals distributed over the Cable System.

Department of Public Works ("DPW"): The Department of Public Works of the Town of Stoneham.

Downstream Channel: A channel over which signals travel from the Cable System headed to an authorized recipient of programming.

Drop or Cable Drop: The cable that connects each home or building to the feeder line of the Cable System.

Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority or its designee for use by educational institutions or educators for the presentation of non-commercial educational access programming and/or information.

Execution Date: The execution date of this License is June 6, 2000.

Effective Date of this Final License: June 6, 2000.

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

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

GAAP: The form of generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Board of the American Institute of Certified Public Accountants and the statements and pronouncements of the Financial Accounting Standards Board.

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

Gross Annual Revenue: Consideration of any form or kind derived by the Licensee and/or its affiliates from the operation of the Cable System, including without limitation: the distribution of any Cable Service over the System; the provision of any Cable Service Related Activity in connection with the operation of the System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees or charges; interest collected on Subscriber fees and/or charges and late or administrative fees charged to Subscribers; fees paid on all Subscriber fees; Internet Services/Cable Modem revenues; all Commercial Subscriber revenues; fees paid for channels designated for commercial use or leased access; Converter and remote control rentals, leases or sales; studio and other facility and/or equipment rentals, leases or sales; home shopping revenues; advertising revenues; and revenues derived by the Licensee and/or Affiliate(s) from the sale of products in any way advertised, promoted, distributed or made available on or by the Cable System. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenue shall also include the Gross Revenue of any other person which is derived directly or indirectly from or in connection with the operation of the System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or persons relating to Signal carriage over or operation of the Cable System and not the gross revenues of any such Affiliate(s) and/or person(s) itself, where unrelated to such Signal carriage or operations.

HDTV: The acronym for High Definition Television

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.

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, microwave link or transportation super trunk.

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Institutional Network ("I-Net"): The separate cable communications network owned and operated by the Licensee, as such network shall be constructed and operated pursuant to Section 3.2 of this License.

Internet: The world-wide computer network.

Issuing Authority: The Board of Selectmen of the Town of Stoneham.

Law: Unless otherwise specifically provided, shall include all federal, state and town laws and regulations, as may be amended from time to time.

Leased Channel or Leased Access: A channel available which the Licensee shall make available pursuant to federal law.

License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Stoneham, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

Licensee: RCN-BecoCom, L.L.C. or any successor or transferee in accordance with the terms and conditions in this License.

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

Origination Capability: An activated connection to an upstream I-Net channel, allowing a User(s) to transmit a Signal upstream to a designated location.

Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's equipment, such as a television set, to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for users.

Premium Cable Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or as a package of services.

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

PEG: The acronym for "public, educational and governmental", used in conjunction with public access channels, support and facilities.

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

Person: Any corporation, partnership, limited partnership, association, trust, organization, other business

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entity, individual or group of individuals acting in concert.

Prime Rate: The prime rate of interest at Fleet Boston or its successor.

Public Access Channel: A specific channel(s) on the Cable System made available by Licensee to the Issuing Authority or its designee for the use of Stoneham individuals and/or organizations for the presentation of non-commercial programming and/or information to the public.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, any easements which have been dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" 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 or that the Licensee shall gain any rights to use property in the Town without applicable legally required permits, if any, or without otherwise complying with generally applicable laws governing the use of the public ways.

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.

Signal: Any transmission of electromagnetic or optical energy which carries programming from one location to another.

Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to a Cable Service as provided by the Licensee by means of, or in connection with, the Cable System.

Subscriber Network: The 860 MHz, bi-directional capable network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

System Competition: That point when the Licensee has provided written documentation to the Issuing Authority that its 860 MHz Cable System has been made available to one hundred percent (100%) of the residential households in the Town.

Town: The Town of Stoneham.

Town Counsel: The Town Counsel for the Town of Stoneham.

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Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscribers' residences. (Drop cables shall be the responsibility of, and be maintained by, the Licensee, as is the trunk and distribution system, but shall not be defined as part of said trunk and distribution system.)

Upstream Channel: A channel over which signals travel over the cable system to the headend from remote points of origination.

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

VCR: Video cassette recorder or other similar existing or future technology with equivalent or better record and/or playback capability.

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

ARTICLE 2

GRANT AND TERM OF FINAL LICENSE

Section 2.1 GRANT OF FINAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Stoneham, Massachusetts, as the Issuing Authority of the Town of Stoneham, hereby grants a non-exclusive, revocable cable television Final License to the Licensee authorizing the Licensee to qualify in order to construct, install, operate, extend and maintain a Cable Television System within the corporate limits of the Town of Stoneham.

(b) This Final License is subject to the terms and conditions contained in Chapter 166A of the General Laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all federal, state and local laws and regulations as may be amended from time to time.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to qualify in order to construct, install, operate, extend and maintain a Cable Television System in, under, over, along, across or upon the streets, lane, avenues, alleys, sidewalks, bridges, highways and public ways under the jurisdiction of the Town of Stoneham within the municipal boundaries

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and subsequent additions thereto, including property over, under or on which the Town has a compatible easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Stoneham. In exercising rights pursuant to this Final License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) The grant of this Final License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any general or special laws and/or Town bylaws.

(e) For purposes of this Final License, the Licensee shall be responsible for the acts of its officers, employees and agents.

Section 2.2 TERM OF FINAL LICENSE

(a) The Term of this Final License shall commence on June 6, 2000 and shall expire on June 5, 2010, unless sooner terminated as provided herein or surrendered.

Section 2.3 NON-EXCLUSIVITY OF FINAL LICENSE

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

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

Section 2.4 TRANSFER, ASSIGNMENT OR DISPOSITION OF THE FINAL LICENSE

(a) Subject to applicable law, neither the Final License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by

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transfer of control of any Person, company and/or other entity holding such Final License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. 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 such consent 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. Any transferee shall be subject to all of the terms and conditions contained in this Final License. The grant or waiver or a consent shall not constitute a waiver of any other rights of the Town, nor shall it render unnecessary any subsequent consent required by law.

(b) The Licensee shall reimburse the Town for any administrative costs incurred in the transfer, assignment or disposition of the Final License or control thereof, or the consideration thereof, including reasonable legal fees and expenses, up to a maximum of Three Thousand Dollars (\$3,000).

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Final License 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 Final License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Final License.

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

(e) Any transfer, assignment or disposition of the Cable System without complying with this Section and applicable federal and state law, shall be null and void, and shall be deemed a material breach of the Final License.

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

(g) 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 2.5 APPLICABLE LAW

The Licensee shall comply with all applicable laws, regulations, governmental and regulatory orders and decrees as amended from time to time during the term of the Final License. Nothing herein shall be deemed a waiver of Licensee's right, if any, to challenge the validity of such law, regulation or governmental or regulatory order or decree.

Section 2.6 POLICE AND REGULATORY POWERS

(a) By executing this Final License, the Licensee acknowledges that its rights are subject to the lawfully exercised powers of the Town to adopt and enforce by-laws and regulations, not specific to the Licensee, relative to the safety and welfare of the public. The Licensee shall comply with all applicable laws and regulations. Any conflict between the terms of this Final License and any such lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

(b) The Licensee shall comply with all applicable laws governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town.

(c) Nothing in this Final License shall be construed as a waiver of any bylaw or regulation of the Town of Stoneham or of the Town's right to require the Licensee or any person utilizing the infrastructure of the Town of Stoneham to secure the appropriate permits or authorizations for such use.

(d) Nothing in this Final License shall be construed as a waiver or release of the rights of the Town in and to the public ways. In the event all or part of a public way within the Town is abandoned or discontinued, all rights and privileges granted pursuant to this Final License with respect to such street, or any part thereof so abandoned or discontinued, shall cease upon the effective date of such abandonment or discontinuance, provided that, if such abandonment or discontinuance is undertaken for the benefit of any private person, the Town shall, as appropriate, condition its consent to such abandonment or discontinuance of such street on the agreement of such private person to grant the Licensee the right to continue to occupy and use such street or reimburse the Licensee for the reasonable cost to relocate the affected part of the cable system.

(e) Nothing herein shall prevent the Town from assessing taxes on the Licensee's Cable System and/or plant in accordance with applicable law.

Section 2.7 REMOVAL OR ABANDONMENT

Upon termination of the Final 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, and only at the written direction of the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, trunk and Distribution systems, and all other appurtenances from the Public Ways and shall restore all such areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority may deem any property not removed having been abandoned, and may dispose of, and/or utilize, any such property

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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. No surety on any performance bond shall be discharged until the Issuing Authority has certified to the Licensee in writing that the cable system has been dismantled, removed, and all other property restored, to the satisfaction of the Issuing Authority.

Section 2.8 EFFECT OF EXPIRATION, ABANDONMENT OR REVOCATION

In the event that: (a) the Issuing Authority does not grant a renewal of the License at the expiration of the term of the Final License; (b) an abandonment of the system occurs; or (c) the Final License is revoked prior to the expiration date, and any appeal(s) have been exhausted, then the term of the Final License shall expire, all rights of the Licensee shall cease, with no value to the franchise itself, and the rights of the Licensee and Town, including the right to the Cable System, or any part thereof, shall be determined as provided in the Final License and by applicable law.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 SUBSCRIBER NETWORK

(a) No later than twenty-four (24) months from the Execution Date of the Final License 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 sixty Megahertz (860 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 Stoneham", attached hereto as Exhibit 3.1 and made a part hereof.

(b) Upon activation of the Cable System, 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) No later than twenty-four (24) months from the Execution Date of the Final License, the Licensee shall install, and maintain throughout the term of the Final License, standby power at its Headend facility, Hub facilities, and throughout its Trunk and Distribution System. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators,

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and shall become automatically activated upon the failure of the Licensee's normal power supply.

(d) The Licensee shall transmit all of its Signals to Stoneham Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

(e) The Subscriber Network shall have the capacity to carry HDTV Signals, when available to the Licensee. In the event that HDTV becomes the only television Signals transmitted on the Subscriber Network, the Licensee shall provide HDTV-to-Analog Signal Converters to Subscribers and the Town, at nominal cost, upon request.

(f) The terms of this Section 3.1 shall be considered satisfactorily met ("System Completion") only upon the full construction, activation, programming of and availability to all residents in the Town of the 860 MHz Cable System, as required herein.

(g) The Licensee shall install, operate and maintain a sub-Headend facility and Hub facility in the Town for the entire term of the Final License.

(h) The terms of this Section 3.1 shall be considered satisfactorily met ("System Completion") only upon the full construction, activation, programming and availability to all residents in the Town, of the 860 MHz Cable System.

Section 3.2 INSTITUTIONAL NETWORK

(a) No later than the completion of the construction of the Subscriber Network, referenced in Section 3.1 above or twenty-four (24) months from the Execution Date of the Final License, whichever is earlier, the Licensee shall construct, install, activate, operate and maintain, at its sole cost and expense, a multi-strand, single mode fiber-optic Institutional Network ("I-Net") for the exclusive use of the Issuing Authority, its designees and/or other Town Users. This initial completion of the I-Net shall be to all locations specified by the Issuing Authority or its designee not later than one hundred twenty (120) days prior to whichever of the dates required in this paragraph (a) that the Issuing Authority or its designee and the Licensee have agreed applies. Any future Town and/or School buildings shall be connected to the I-Net upon request of the Issuing Authority.

(b) Said I-Net shall be bridged to the Subscriber Network at the RCN Hub. Said I-Net shall be capable of distributing video, voice and data to all designated Town and school buildings connected to the I-Net. I-Net switching shall be the responsibility of the Licensee for the entire term of the Final License.

(c) The I-Net shall comply in all respects with the "General/Technical Description of the

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Stoneham Institutional Network", including equipment specified therein, attached hereto as Exhibit 3.2(a) and made a part hereof.

(d) The single-mode fiber-optic strands shall interconnect each of the buildings ("I-Net Buildings"), as specified in Exhibit 3.2(b) attached hereto, to the I-Net's Hub location using a star network topology. There shall be two (2) single-mode fiber optic strands (single pair) interconnected to each of the buildings ("I-Net Buildings") listed in Exhibit 3.2(b), except that certain buildings so designated in Exhibit 3.2(b) and all future buildings designated by the Town shall have four (4) single-mode fiber-optic strands (two pairs) so interconnected. The I-Net hub will be located in the Town Hall. The fiber-optic strands shall interconnect the I-Net's Hub to the RCN Hub location.

(e) The I-Net shall be capable of providing voice, video and data services between the I-Net Buildings by the Town during the term of the Final License. Any and all Signals on the I-Net shall be those specified by the Town.

(f) Each pair of single mode fiber cables shall be terminated by the Licensee at a Licensee-provided fiber patch-panel at each I-Net site location and at the Stoneham Town Hall.

(g) The Licensee shall maintain and replace, in a timely manner and as provided below, all equipment that is part of the I-Net without any charges(s) to the Town, Issuing Authority and/or Subscribers. The Town shall maintain and replace any end-user equipment that it owns or operates.

(h) The I-Net shall be maintained by the Licensee as follows:

(1) The I-Net shall be maintained at all times in the Downstream and Upstream mode(s) to conform with applicable FCC standards and the Licensee shall document how its regular-monitoring procedures serve to achieve that result. Such documentation shall be made available to the Issuing Authority and/or its designee upon reasonable request.

(2) The Licensee's response to all I-Net outages or significant service degradation shall meet the same standards as its response to Subscriber Network outages, but in any case within two (2) hours of notification or when the Licensee knew of the outage or should have known of the outage, whichever is earlier.

(3) The Town shall identify, and provide to the Licensee, the name and a telephone number for the I-Net Administrator(s).

(4) For scheduled I-Net maintenance activities, and scheduled Subscriber Network maintenance activities that may impact the I-Net, whether initiated at the Town's request or by the Licensee, the Licensee shall provide a minimum of one (1) week notice to the I-Net Administrator,

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unless otherwise agreed to by the I-Net Administrator.

(5) For all Cable System maintenance activities likely to Impact I-Net service, scheduled or otherwise, the Licensee shall notify the I-Net Administrator prior to the commencement of any such work. Notification will have, at minimum, one (1) hour of lead time.

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

(7) In the event that the Subscriber Network and the I-Net experience an outage simultaneously, it is the understanding of the parties hereto that the Licensee's first priority is to repair the Subscriber Network.

(i) The Town shall have exclusive use of the I-Net and the right hereto to use the I-Net for any noncommercial purposes whatsoever, including, but not limited to, carrying telephone, telecommunications services and/or Internet Service(s) from third parties for Town use on the I-Net for the Town's internal use only, without charges of any kind levied by the Licensee.

(j) The Licensee shall supply Connectors, which shall be SC/APC, to allow video as well as data and telephony, or such other Connectors acceptable to the Issuing Authority or its designee, so as to allow the User(s) origination capability at the institutions specified by the Town during the term of the Final License.

(k) The Licensee shall use its best efforts to work with the Issuing Authority and its designee(s) to meet the Town's reasonable needs in connection with the Town's use and development of the I-Net, including, but not limited to, making available to the Town up to forty eight (48) hours of professional consultation each year of this Final License regarding the use and development of the I-Net, from its in-house personnel, on an annual basis, without charge(s) to the Town.

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

(m) The I-Net shall be interconnected with the Subscriber Network at the Hub. All remote I-Net video transmissions shall be sent on an Upstream Channel to the Hub, where such transmissions shall

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be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the connecting and reprocessing of all video Upstream Channels to the appropriate Subscriber Network Downstream Channels, and the connecting and reprocessing of all Subscriber Network upstream Channels to the appropriate I-Net Downstream Channels. Said switching shall be performed by the Licensee at no cost to the the Town. The Licensee shall be responsible for providing, installing and maintaining said switching and reprocessing equipment at no cost to the Town.

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

(o) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of the Final License, except for equipment not directly under its control and/or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net. Scheduled tests shall be performed at least approximately once every six (6) months. Test results shall be promptly submitted to the I-Net Administrator.

(p) The I-Net shall be maintained and operated in compliance with Exhibit 3.2(a) and all other I-Net related provisions of this Final License as may be amended from time to time. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed with such seven (7) day period.

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

(r) If applicable and if requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise

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incorporated in charges to subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a written request to do so by the Issuing Authority.

Section 3.3 AREA TO BE SERVED

(a) The area to be served is the entire Town of Stoneham.

(b) The Licensee's Cable Service shall be available to all residences and non-commercial buildings in the Town, unless legally prevented from doing so by factors outside the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units. The Licensee shall make its best efforts to obtain rights-of-way and Multiple Dwelling Unit ("MDU") access agreements in the Town in order to make cable services available to all residents.

Section 3.4 SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Licensee shall make its service available to every residential (noncommercial) dwelling unit, subject to the conditions set forth in Section 3.1(a) and (b), in the service area in the Town regardless of the type of dwelling. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when Licensee is engaged in marketing promotions. Any dwelling unit within four hundred feet (400') of the cable plant for an aerial drop, or 100 feet (100') for an underground drop, shall be entitled to a standard installation rate. The Licensee may charge only its actual cost for time and materials in cases where (i) the Subscriber requests customized installation, or (ii) where any dwelling unit is in excess of four hundred feet (400') of the Licensee's Trunk, Feeder Line and Distribution System for an aerial Drop, or in excess of one hundred feet (100') of the Licensee's Trunk, Feeder Line and Distribution System.

Section 3.5 EMERGENCY ALERT SYSTEM

(a) The Subscriber Network, described in Section 3.1 herein, shall have an activated Emergency Alert System ("EAS") that will override all of the audio and video Signal(s) carried on the Subscriber Network. The EAS shall switch-off the Cable Television signals at the local Hub Site and automatically insert a remotely selected video message from a pre-stored set and live or a remotely selected pre-stored audio message that will alert and instruct Subscribers to follow specific emergency-related instructions. The EAS shall consist of equipment that, at a minimum, meets FCC standards and any applicable requirements of the Final License. The EAS shall be controlled remotely by the Issuing Authority, but also responds as required by any Federal or State requirements. The EAS shall be provided and maintained by the Licensee at its sole cost and expense.

(b) The EAS shall have security measures (e.g., be password protected) to prevent

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unauthorized activation and be accessible, by touch-tone telephone, by the Town's designated-in-writing official for the provision of emergency announcements over the Cable System.

(c) The Licensee shall provide the Town with all manuals and documentation necessary for the Town-designated personnel to fulfill their responsibilities in controlling the EAS, to include the remote creation and revision of the pre-stored video and audio messages. The Licensee shall provide hands-on training of those designated personnel in the use of the EAS as soon as mutually convenient following the installation of the EAS.

Section 3.6 STANDBY POWER

The Licensee shall maintain standby power at the headend facility and any sub-headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request, Licensee shall furnish evidence to the Issuing Authority on an annual basis that such standby power has been tested annually and is in good repair.

Section 3.7 PARENTAL CONTROL

(a) Upon request and in accordance with applicable federal and/or state law and regulations, the Licensee shall provide subscribers with the capability to control the reception of any channel on the cable system. Such capability shall be provided free of charge to the Subscribers who utilize an addressable converter. The Licensee shall advise potential Subscribers of the availability of such parental control capability in all sales promotions.

(b) The Licensee shall, upon request, provide and install filters or other devices to block out the audio portion of any adult-oriented Programming on the Cable System.

Section 3.8 SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable Television System, pursuant to Section 3.1 herein, shall conform to the technical specifications contained in Exhibit 3.8 attached hereto and made a part hereof. At all times throughout the Final License, the Licensee shall meet all applicable FCC technical standards.

Section 3.9 INTERNAL HOME WIRING

Subscribers may, to the extent compatible with the Cable System and not in violation of any signal leakage requirements, use their own home wiring and outlets for interconnection to use the Cable System for outlets and additional outlets, subject to applicable law. The Licensee shall, upon request, make

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available to subscribers its specifications and policies concerning the requisites of home wiring compatibility with the Cable System. The parties acknowledge the Licensee has a right to disconnect such home wiring interconnections to the Cable System in the event signal leakage is occurring and is in violation of FCC signal leakage requirements.

ARTICLE 4

CONSTRUCTION, INSTALLATION AND OPERATIONAL STANDARDS

Section 4.1 MASTER CONSTRUCTION PLAN AND SCHEDULE

The Licensee shall provide a detailed master construction plan and construction schedule to the Issuing Authority, its designee(s) and/or the Department of Public Works for review and approval prior to the commencement of construction in the Town. No construction shall occur prior to submission of said plan(s) and schedule(s) to the Issuing Authority. The construction plan shall include, but not be limited to, the locations for any and all power supplies, including, but not limited to batteries and equipment and the size and type of such equipment, and the Licensee's proposed method(s) for lessening the visual and esthetic impact of such power supplies and equipment.

Section 4.2 NOTICE CONCERNING CONSTRUCTION ACTIVITIES

On a monthly basis during its upgrade of the Cable System, the Licensee shall supply the Issuing Authority, the Department of Public Works and the Chief of Police with a map or a list of the areas of the Town which are anticipated to be under construction the following month. The Licensee shall, at the request of the Issuing Authority, furnish the Issuing Authority or its designated representatives with progress reports indicating in detail the progress in the upgrade of the Cable System.

Section 4.3 CONSTRUCTION MAPS

Upon completion of the construction of the Cable System, the Licensee shall file with the Issuing Authority or its designee "as-built" maps of the Cable System and the I-Net in both hard copy and electronic format (AUTOCAD compatible maps), including strand information. Thereafter, if changes are made to the cable system such that a map(s) is no longer accurate, the Licensee shall file with the Issuing Authority an updated "as-built map(s)", in both forms, with thirty (30) days of such change(s). All such maps, whether hard copy or electronic format shall be provided to the Town without any charge.

Section 4.4 LOCATION OF CABLE SYSTEM

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(a) Poles, towers and other obstructions shall be erected, as necessary, so as not to interfere with vehicular or pedestrian traffic. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable Federal, State and local laws and regulations.

(b) The Licensee shall locate its Headend and/or Hub facility within the Town.

Section 4.5 UNDERGROUND WIRING OF UTILITIES

(a) In areas of the Town in which telephone lines and electric utility lines are currently, on, in the future specified to be, underground, whether required by law or not, all of Licensee's cable and wires shall be underground. At such time as telephone and electric facilities are placed underground by the telephone and electric utility company(s) 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. At such time as these facilities are placed underground by the telephone and electric utility companies at other than the telephone and electric companies sole cost and expense, the Licensee shall likewise place its facilities underground subject to applicable law regarding compensation thereof.

(b) Underground cable, wires and equipment shall be placed beneath the pavement subgrade in compliance with applicable law, regulations and standards. The Licensee acknowledges and agrees to comply with the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

Section 4.6 CONSTRUCTION, SAFETY AND MAINTENANCE STANDARDS

(a) The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable System in conformance with the applicable provisions of the National Electrical Code, the National Electrical Safety Code, the National Television Standards Code, the Massachusetts Electrical Code, and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts 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.

(b) All structures, lines, equipment and connections, wherever situated, shall at all times be kept and maintained in a safe condition and in good working order and repair, and in accordance with applicable local and state laws and standards for wires and conduits.

Section 4.7 RIGHT OF INSPECTION AND TESTING

(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 this Final License and all applicable law. Any such inspection shall not interfere with the Licensee's operations.

(b) Except as otherwise provided by applicable law, 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, which approval shall not be unreasonably denied.

Section 4.8 PEDESTALS

In any cases in which pedestals housing passive devices are to be utilized, in the Town public ways or within the Town public layout, such equipment must be installed in accordance with applicable law and DPW regulations and policy, provided, however, that Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box, at Town approved locations to be determined when Licensee applies for a permit, subject to such compensation as required by the Town. If required by applicable law or DPW Regulations, abutters shall be notified, at the Licensee's cost, of such new pedestal(s) and given an opportunity to comment prior to any approval by the Town. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 4.2 herein.

Section 4.9 TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all laws and rules established by the Issuing Authority, the Town Administrator, the Tree Warden and the Department of Public Works. No cutting, trimming or pruning of any Town owned tree, including, but not limited to, public shade trees, wherever located, shall occur except upon a permit in writing or such other notification, as applicable, from the Tree Warden or his designee. The Licensee shall use reasonable efforts to secure the permission of the property owner prior to reasonable tree trimming.

Section 4.10 RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored in as good condition as before entry

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as soon as possible. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the restoration required and the time fixed for performance. Upon failure of the Licensee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Licensee upon demand by the Town, or otherwise, shall be subject to the Town obtaining payment or reimbursement from the Performance Bond in Section 12.2 and/or the Letter of Credit in Section 12.3 infra.

Section 4.11 PRIVATE PROPERTY

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

Section 4.12 COOPERATION WITH BUILDING MOVERS

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. Unless otherwise required by applicable law, the expense of such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.13 RELOCATION OF FACILITIES

The Licensee shall, at its sole cost and expense, protect, support, temporarily or permanently disconnect and/or relocate in the same street or other public way and place, or remove from any street or other public way or place, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic, public safety, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power or signal lines, setting of new or replacement utility poles or the construction of any public improvement or structure by the Town or its designee.

Section 4.14 REMOVAL/EMERGENCY REMOVAL OF PLANT

(a) The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life of 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. If such costs are not reimbursed as

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required herein, the Issuing Authority may make demand for such costs from the Performance Bond (Section 12.2) and/or the Letter of Credit (Section 12.3).

(b) 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, and it is not practical or feasible

to request such removal by Licensee, (or the Licensee is unable to remove such facilities) 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 for the reasonable cost and expense of such emergency removal within thirty (30) days of submission of a bill. If such costs are not reimbursed as required herein, the Issuing Authority may make demand(s) for such costs the Performance Bond (Section 12.2) and/or the Letter of Credit (Section 12.3). The Licensee shall be eligible, where applicable, for reimbursement under any government program providing for reimbursement.

Section 4.15 RELOCATION OF FIRE ALARMS

The Licensee shall not relocate any fire alarm cable or equipment except with the consent and approval of the Fire Chief or his designee. Any transfer of fire alarm cables or equipment shall be performed by the Stoneham Fire Department or its designee. The Licensee shall reimburse the Town, at cost, for any reasonable expenses, including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for the Licensee's cable to the extent Licensee's attachments cause a fire alarm to be out of compliance with applicable code.

Section 4.16 VOLUNTARY SERVICE INTERRUPTION AND REBATES

The Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System and, if practical, Licensee shall do so only during periods of minimum use, and only after a minimum of forty-eight (48) hours notice to affected Subscribers given over a minimum of one (1) of the Cable System's local channels, including a bulletin board notice. The Licensee shall provide such other notices regarding service interruption in order to comply with the Americans With Disabilities Act ("ADA"). The Licensee shall notify Subscribers if, at any time, they are eligible for a rebate under applicable law.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 BASIC SERVICE

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The Licensee shall provide a Basic Service which shall include: all Signals which are required to be carried by a Cable Television System serving the Town of Stoneham pursuant to federal or state law or regulations and the PEG Access Channels.

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 Exhibit 5.2, attached hereto and incorporated herein.

(b) Except as otherwise provided by law, programming decisions are at the sole discretion of the Licensee. However, nothing in this section shall preclude any right of the Issuing Authority to participate in the formulation of a basic cable programming service for the Town, should such right be granted to the Town under applicable federal or state law in the future.

(c) The Licensee shall provide the Issuing Authority and all subscribers with written notice of its intent to change the Stoneham programming line-up at least thirty (30) days before any such change is to take place. Within a reasonable time, the Licensee shall also provide subscribers with a revised channel lineup card or other suitable marker indicating the new channel line-up.

Section 5.3 TWO-WAY CAPABILITY

The Licensee shall operate and maintain a two-way Cable System, subject to Section 3.1, supra, available to all Subscribers.

Section 5.4 LEASED CHANNEL ACCESS

Pursuant to Section 612(b)(1)(B) of the Cable Act (47 U.S.C. 532 (b)(iii)(B)), the Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee.

Section 5.5 CHANNEL LINEUP

Licensee shall notify the Issuing Authority and the Subscribers, in advance, each time its channel lineup changes including all channel reassignments, additions or deletions, insofar as it is within the Licensee's reasonable ability to provide such notice. If notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. In the event the channel lineup is changed during the term of the Final License, Licensee shall provide each Subscriber with an updated channel lineup.

Section 5.6 VCR/CABLE COMPATIBILITY

(a) In order that subscribers to the Cable Television System have the capability to simultaneously view and videotape any two channels and set VCR controls to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said A/B switch shall be available to all subscribers. The Licensee shall inform subscribers regarding optional capabilities to simultaneously view and videotape two different subscribed channels and set VCR controls or external control devices to record multiple channels sequentially and automatically. Notification regarding such options shall be made at the time of installation, and otherwise shall be provided to any Subscriber upon request. Attached hereto, as Exhibit 5.6, are the different options currently available to VCR owners for installing VCR's to be compatible with the Cable System and the applicable charges, if any.

(b) In accordance with 207 CMR 10.01, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Commission, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 5.7 SCRAMBLING

(a) The Licensee shall not scramble or otherwise encode, in any manner or form, for the entire term of this Final License any, (i) off-the-air Signals or (ii) PEG Access Channels. For purposes of this Section, "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning defined by applicable law and/or regulation.

(b) The Licensee reserves its rights to scramble or otherwise encode any cable channel(s), except for the channels referenced in Section 5.7(a) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

Section 5.8 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. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions as a result of Cable System

or equipment failures, where there is a reasonable suspicion documented by the Licensee of theft of services or when a customer engages in illegal conduct with respect to cable services; subject, however, to any rights granted to subscribers under applicable law. Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable System, only during periods of minimum use, and only after a minimum of forty-eight (48) hours notice to affected Subscribers.

Section 5.9 FREE DROPS & BASIC SERVICE TO PUBLIC (NON-SCHOOL) BUILDINGS AND SCHOOL BUILDINGS

(a) The Licensee shall provide and maintain a free, activated Subscriber Cable Drop and/or Outlets and its monthly Basic Service (all channels other than premium service and pay-per-view channels), which for School Buildings shall include Cable in the Classroom programming so long as the Licensee receives said Cable in the Classroom programming, to: (i) all public buildings and non-profit buildings included in Exhibit 5.9, attached hereto and made a part hereof, and any other public buildings as designated by the Issuing Authority now or in the future, and (ii) all schools listed in Exhibit 5.9, attached hereto and made a part hereof, as well as any new school buildings. The Licensee shall coordinate the precise location of each Drop and/or Outlet with the proper officials in each building(s) entitled to such Drop and/or Outlet prior to any such installation. There shall be no costs to the Town, non-profit institution or Stoneham Public Schools for the installation and provision of Basic Service and related maintenance.

(b) The Issuing Authority and/or Stoneham Public Schools may request, and the Licensee shall provide up to one hundred fifty (150) additional Drops and/or Outlets to public buildings, non-profit institutions, schools and/or other locations to be specified by the Issuing Authority or its designee(s). There shall be no costs to the Town, non-profit or Stoneham Public Schools for the installation and provision of Basic Service and related maintenance. In the event that the Licensee is not required to install one hundred fifty (150) Drops and/or Outlets, the Licensee shall pay to the Town in the amount of Fifty Dollars (\$50.00) for each Drop and/or Outlet not installed, not to exceed one hundred fifty (150) Drops and/or Outlets for a total of Seven Thousand Five Hundred Dollars (\$7,500.00). The Licensee and the Issuing Authority, or its designee, shall agree on the number of Drops and/or Outlets actually installed pursuant to this Section, prior to the expiration of this Final License.

(c) In addition to the one hundred fifty (150) additional Drops and/or Outlets referenced in subparagraph (b) above, the Town (through its Issuing Authority or their designee) and/or Stoneham Public Schools may request, and the Licensee shall provide, up to fifteen (15) additional Drops and/or Outlets during each year of the Final License after the first license year. Any Drops and/or Outlets, up to fifteen (15) additional Drops and/or Outlets, not requested in a particular year shall be available to the Issuing Authority and/or Stoneham Public Schools in any subsequent license year. Any or all of the fifteen (15) additional annual Drops/Outlets not requested by the Town and/or the Stoneham Public Schools in any year, may be requested in a subsequent year(s) of this Final License, however, the Licensee shall not be required to pay the Town or Stoneham Public Schools for any of these additional Drops and/or Outlets

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not requested by the Town and/or the Stoneham Public Schools during the term of this Final License.

(d) The Licensee shall provide one (1) converter for each Drop and/or Outlet if required for the reception of said Service, at its sole cost and expense.

(e) The Licensee shall install such Drops (s) and/or Outlet (s) within sixty (60) days of any such request (s) from the Issuing Authority, weather permitting, at the Licensee's sole cost.

(f) The location of each Drop and/or Outlet shall be designated by the proper official in each of the buildings and/or institutions entitled to such a Drop and/or Outlet, prior to any such installation.

(g) There shall be no charge to the Town, non-profit institution or Stoneham Public Schools for the installation, maintenance and/or repair of Drops and/or Outlet(s) to public buildings, non-profit institutions or schools, provided pursuant to this Section 5.9.

(h) In the event that applicable federal and state law and regulations allows the Licensee to incorporate any cost of the service to public buildings in its subscriber rates or otherwise externalize, line-item or otherwise pass-through said costs, the Licensee may only do so to the extent allowed under said laws and regulations, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, in strict compliance with said law and regulations, including, but not limited to 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, externalized, line-itemed or otherwise incorporated in rates or charges to subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a written request to do so by the Issuing Authority.

Section 5.10 PAYMENT BY LICENSEE TO TOWN FOR T-1 LINE OR FREE INTERNET SERVICE TO TOWN BUILDINGS AND SCHOOL

(a) The Licensee shall make an annual payment to the Town in the amount of Eight Thousand Dollars (\$8,000.00) per year to defray a portion of the cost incurred by the Town and/or Stoneham Public Schools for a T-1 line or equivalent and/or Internet Service. The first payment of Eight Thousand Dollars (\$8,000.00) shall be made within thirty (30) days of the execution date of this Final License. Each year thereafter, on the anniversary date of the first \$8,000.00 payment, the Licensee shall make another \$8,000.00 payment to the Town.

(b) In lieu of the Eight Thousand Dollar (\$8,000.00) annual payment referenced in Section 5.10(a) above, the Town shall have the option, at any time prior to the end of Year 5 of this Final

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License, to request, and the Licensee shall provide, within ninety (90) days of such request, and at the Licensee's sole expense and cost, a single point of presence in the Town, in a municipal location to be chosen by the Town, for free high-speed Internet and free Web hosting service, including a web page stored on the Licensee's computers. Said free high-speed Internet Service(s) shall be for the use of the Town and the school, public and non-profit building locations specified by the Issuing Authority. Said Internet Service shall be consistent with the description of such Internet Service contained in Exhibit 5.10, attached hereto and incorporated herein. Said Internet Service shall have a value of approximately Twenty-Eight Thousand Two Hundred Dollars (\$28,200) per year.

(c) In no event shall the provision of Internet Services be counted against (i) the Telecommunications Funding pursuant to Section 7.1 infra, or (ii) the License Fees payable pursuant to Section 9.1 infra.

(d) There shall be no charges to the Issuing Authority, its designees, and/or the Town for said Internet Service(s), nor shall the Licensee externalize, pass-through and/or line-item the Eight Thousand Dollar (\$8,000.00) annual payment, or any costs for Internet Services, through to, and/or onto Subscriber bills.

Section 5.11 COMMERCIAL ESTABLISHMENTS

The Licensee shall 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.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

**Section 6.1 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
("PEG") CHANNELS**

(a) No later than completion of construction of the Subscriber Network, referenced in Section 3.1 above or twenty-four (24) months from the Execution Date of the Final License, whichever is earlier, the Licensee shall make available to the Town and/or its designee(s) as determined by the Issuing Authority, three (3) full-time Downstream Channels for PEG Access purposes.

(b) The Licensee shall provide three (3) Upstream Channels, or the equivalent thereof, for remote cablecasting of PEG Access Programming and/or interconnection to said three (3) PEG Access Downstream Channels.

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(c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Stoneham Public School, Access Corporation and/or Subscribers.

(d) Except as required by applicable law, rules or regulations, the Licensee shall make its best efforts to coordinate the channel designation of the PEG Access Downstream Channels with the channel designation(s) requested by the party or parties (i.e. the Town or its designee(s)) responsible for the respective PEG Access Channel(s). If such coordination/designation is not possible, despite the Licensee's best efforts, the Licensee shall, except as required by applicable law, rules or regulations, utilize Channels 3, 15, and 16 on the Subscriber Network as the channel locations of the PEG Access Downstream Channels. The Licensee shall not change said channel locations, without the advance, written consent of the Issuing Authority, or its designee, which consent shall not be unreasonably withheld. All PEG access channels shall be placed on the basic (lowest) tier of service and shall be available to all subscribers.

Section 6.2 SUPPORT FOR PEG ACCESS

(a) The Issuing Authority, in addition to using funds from the Telecommunications Fund to provide PEG Access programming, may provide the Stoneham Public Schools and/or an Access Corporation with funds from the Telecommunications Fund, pursuant to Section 7.1, *infra*.

(b) The Licensee shall provide the technical capability for the Town to cablecast PEG access programming from remote locations, using upstream capacity on the Subscriber Network and/or the I-Net.

(c) The Licensee shall, at its sole cost and expense and upon reasonable request, provide technical assistance to the Issuing Authority, the Stoneham Public Schools, and an Access Corporation, if any.

Section 6.3 MANAGEMENT OF PEG ACCESS

The PEG access channels shall be maintained, managed and coordinated by the Issuing Authority and/or its designee(s), including, but not limited to, the Stoneham Public Schools and/or a non-profit access corporation.

Section 6.4 GOVERNMENT MEETINGS

If not otherwise cablecast by the Town or its designee as Government Access Programming, and if requested by the Issuing Authority, the Licensee shall provide live coverage and cablecast of government

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meetings, such as meetings of the Board of Selectmen and the School Committee, Town Meetings, and other municipal meetings that the Issuing Authority may request from time-to-time. If so requested of the Issuing Authority by the Licensee, the Issuing Authority shall make its best effort to require or have any other cable television licensee in the Town to provide similar coverage and to require or have such other licensee(s) develop and implement a written operating procedure, which shall be approved by the Town, by which government meetings receive live coverage and are cablecast over the cable system(s) without the duplication of personnel and equipment present at the meetings, and that the live meetings are carried on the respective cable systems through an interconnection. For its part, the Licensee shall be responsible for bearing all costs of interconnection to such other cable television licensee's system, as well as any on-going operating, maintenance and/or equipment costs related to such interconnection. Any other production costs subject to this provision shall be shared equally by the Licensee and any other cable television operators in the Town.

Section 6.5 ACCESS CHANNEL(S) MAINTENANCE

The Licensee shall monitor the PEG access channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels, provided, however, that the Issuing Authority acknowledges that the Licensee is not responsible for the technical quality of actual programming. Upon written request, Licensee shall make available a copy of its most recent performance tests required by the FCC.

Section 6.6 PEG ACCESS CABLECASTING

(a) In order that the Town or its designee(s) can cablecast its Programming over the PEG Access Downstream Channels, all PEG programming shall be modulated, then transmitted from any location with Origination Capability, as listed in Exhibit 6.6 hereto, to the Cable System Headend or Hub, on upstream bandwidth made available, without charge, to the Town or its designee(s) for their use.

(b) The Licensee shall provide the Town or its designee(s) 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 or the Hub, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels. The Licensee shall not charge the Town and/or its designee(s) for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cable casting 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 its designee(s) Corporation to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

Section 6.7 PEG ACCESS PROGRAMMING COSTS

(a) There shall be no charges or costs to the Town, its designees (including, but not limited to the Stoneham Public Schools and/or an Access Corporation) and/or PEG Access Users for use of the PEG Access Channels and/or the services, funding and/or equipment required by this Final License.

(b) In the event that applicable federal and state law and regulations allows the Licensee to incorporate any PEG Access costs in its subscriber rates or otherwise externalize, line-item or otherwise pass-through said costs, the Licensee may only do so to the extent allowed under said laws and regulations, including, but not limited to, the computation, collection, and/or interest paid on and allocation of any such costs, in strict compliance with said law and regulations, including, but not limited to 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, externalized, line-itemed or otherwise incorporated in rates or charges to subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a written request to do so by the Issuing Authority.

Section 6.8 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 law.

ARTICLE 7

TELECOMMUNICATIONS FUNDING

Section 7.1 TELECOMMUNICATIONS FUNDING

The Licensee shall provide annual funding to the Issuing Authority and/or to the designee(s) of the Issuing Authority, which designee may include the Stoneham Public Schools an Access Corporation and/or the Stoneham Public Schools, in the amounts prescribed below for telecommunications uses in the Town, which uses shall include, but not be limited to PEG Access Programming, I-Net development, and/or telecommunications needs. Said annual telecommunications funding shall be payable as follows:

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(a) For Years One through Five of the Final License, the Licensee shall provide an annual Telecommunications Funding payment to the Issuing Authority equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined herein, or Thirty-Five Thousand Dollars (\$35,000), whichever is greater.

(i) Said annual five percent (5%) or minimum Thirty-Five Thousand Dollars (\$35,000), shall be made to the Issuing Authority or its designee(s) on an annual basis. The first payment shall be made within thirty (30) days of the end of Year One of the Final License, and shall constitute five percent (5%) of the Licensee's Gross Annual Revenues for the preceding twelve (12) month period or Thirty-Five Thousand Dollars (\$35,000), whichever is greater.

(ii) The Licensee shall file with each such bi-annual payment a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period. Said statement shall list all of the general categories comprising Gross Annual Revenues, as defined in this Final License. Along with such statement, the Licensee shall also complete and submit the Gross Annual Revenue Reporting Form, attached hereto as Exhibit 7.1.

(b) At the end of Year Five of the Final License, the Issuing Authority and the Licensee shall conduct an accounting of the amounts, pursuant to paragraph (a) above, paid to the Issuing Authority, in order to determine the actual amount that the Issuing Authority would have received from the Licensee had the Licensee's payments to the Issuing Authority have been five percent (5%) of its Gross Annual Revenues. In the event that the Licensee has paid the Town in excess of five percent (5%) of its Gross Annual Revenues for Year One through the end of Year Five, any excess amount above five percent (5%) for said years will be averaged over the remaining Final License term and credited against the five percent (5%) Gross Annual Revenues payments made to the Town at the end of year Six through the end of Year Ten; provided, however, that under no circumstances shall the Issuing Authority be obligated to return any amounts paid to it in excess of five percent (5%) of Gross Annual Revenues and/or incur any other costs thereto.

(c) For Years Six through Ten, the Licensee shall provide an annual payment to the Issuing Authority, for PEG Access related purposes, equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined herein, subject to paragraph (b) above. The last payment to the Issuing Authority pursuant to the Final License shall be made no later than fourteen (14) days prior to the expiration of the Final License.

(d) If the Licensee's total annual payment to the Town was less than five percent (5%) of its

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Gross Annual Revenues for the previous year, it shall pay any balance due to the Town no later than its subsequent annual payment.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Town or its designee(s) an amount equal to five percent (5%) of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of this five percent (5%) payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).

ARTICLE 8

CAPITAL PAYMENTS TO THE ISSUING AUTHORITY

Section 8.1 CAPITAL PAYMENTS TO THE ISSUING AUTHORITY

(a) The Licensee shall make capital payments to the Issuing Authority and/or to the designee(s) of the Issuing Authority, which may include the Stoneham Public Schools and/or an Access Corporation, for the purchase/lease of equipment, totaling One Hundred Fifty Thousand Dollars (\$150,000.00) as follows:

- (1) Thirty Thousand Dollars (\$30,000.00) no later than the date of substantial completion of the Subscriber Network in Stoneham or two (2) years from the Execution Date of this Final License, whichever is earlier.
- (2) Thirty Thousand Dollars (\$30,000.00) no later than one (1) year after the anniversary date of the first payment referenced above.
- (3) Thirty Thousand Dollars (\$30,000.00) no later than two (2) years after the anniversary date of the first payment referenced above.
- (4) Thirty Thousand Dollars (\$30,000.00) no later than three (3) years after the anniversary date of the first payment referenced above.
- (5) Thirty Thousand Dollars (\$30,000.00) no later than four (4) years after the anniversary

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date of the first payment referenced above.

(b) The Issuing Authority shall be responsible for all decisions as to how funds from the capital payments shall be allocated. Any equipment purchased with funds from these capital payments shall be owned by the Town, Stoneham Public Schools and/or Access Corporation making such purchase, unless otherwise provided by the Issuing Authority.

(c) Under no circumstances shall said capital payments be counted against the annual Telecommunications Funding payable to the Town pursuant to Section 7.1, supra and/or the License Fees payable to the Town pursuant to Section 9.1 infra.

ARTICLE 9

**LICENSE FEES AND OTHER PAYMENTS
OBLIGATIONS AND EXCLUSIONS**

Section 9.1 LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Final License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to applicable law. Said payment shall be made on or before March 15th of each year, unless provided otherwise by applicable law. The number of Subscribers, for purposes of the License Fee determination, shall be counted on the last day of each calendar year of the term of this Final License.

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual payments to the Town on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1 supra.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Final License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) of its Gross Annual Revenues shall not include the following: (i) any

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interest due herein to the Town because of late payments; (ii) the capital payments payable to or at the direction of the Issuing Authority pursuant to Section 8.1 supra; (iii) the costs related to any liquidated damages pursuant to Section 14.2 infra; and (iv) any payment expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town pursuant to Sections 2.8 (Removal or Abandonment); 4.13 (Emergency Removal of Plant); 4.6 (Restoration To Prior Condition); and/or 12.2 (Performance Bond) herein.

Section 9.2 OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

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

(c) The term "license fee" shall have the specific meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act.

(d) All contributions, services, equipment, channel capacity, facilities, support, resources and other things of value to be paid, supplied or provided by the Licensee pursuant to this Final License are for the benefit of all Subscribers. The Licensee agrees that said contributions and other things of value are not within the meaning of the term "franchise fee" as defined in Section 622(g)(1) of the Cable Act and fall within one or more exclusions to the term "franchise fee" as defined in Sections 622(g)(2)(A) through (D) of the Cable Act.

ARTICLE 10

PAYMENTS, INTEREST AND AUDIT

Section 10.1 METHOD OF PAYMENT

All payments by the Licensee to the Town pursuant to this Final License shall be made payable to the Town and deposited with the Town Treasurer, unless otherwise directed in writing by the Issuing Authority.

Section 10.2 LATE PAYMENT/INTEREST

In the event that any payment required of the Licensee pursuant to this Final License or applicable law, including, but not limited to payment of the License Fee or an Access and Technology Fund payment are not tendered on or before the date fixed in this Final License or applicable law, interest due on such fee shall accrue fifteen (15) days from the date due at the rate of three percent (3%) above the Prime Rate on an annual basis, compounded monthly. Any payments to the Town pursuant to this Section 10.2 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 9.1 hereof and shall be within the exclusion to the term franchise fee” for requirements incidental to enforcing the pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 10.3 RECOMPUTATION

Tender or acceptance of any payment by or on behalf of the Licensee, including, but not limited to, payments pursuant to Sections of Articles 6, 7 and 8 of this Final License and Section 10.2 infra, shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town or its designee may have for additional sums. All amounts paid shall be subject to audit and recomputation by the Town. If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have twenty (20) 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 shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee or payment is owed to the Town or its designee, such fee with interest thereon shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fees shall be charged from the due date during the period that such additional amount is owed. If after inspection, the Licensee has overpaid, such

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overpayment shall be credited against the next payment to the Access Corporation, without interest charges of any kind.

Section 10.4 AFFILIATES USE OF THE CABLE SYSTEM

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

ARTICLE 11

RATES AND CHARGES

Section 11.1 INITIAL RATES

The initial rates for all programming, installation and equipment which shall be in effect in the Town, shall be provided to the Issuing Authority, as soon as possible, but in no event later than thirty (30) days prior to the operation of the Cable System in the Town. Those rates are provided for informational purposes only and are subject to change at Licensee's sole discretion in accordance with applicable law.

Section 11.2 SENIOR CITIZEN DISCOUNT PROGRAM

Licensee shall provide senior residents of the Town, a minimum discount of Two Dollars (\$2.00) per month off of the Licensee's Basic Service rate. To qualify for this discount, seniors must be (i) sixty-five (65) years of age or older and head of the household and (ii) receive one of the following: (a) Supplementary Security Income, or (b) Medicaid benefits, or (c) Massachusetts fuel assistance; or (d) Veterans' Service Benefits. Said discount shall apply to the full level of Basic Service, however, this discount may not apply to other discount package prices.

Section 11.3 RATE REGULATION

(a) In federal or state proceedings, if any, on the regulation of rates in the Stoneham Cable Television System, the Licensee shall copy the Issuing Authority and its designee on filings in such rate regulation proceedings and shall, upon request of the Issuing Authority, provide the Issuing Authority and/or its designee with such supplemental information as is customarily provided to franchising authorities intervening and/or participating in rate regulation proceedings.

(b) In the event that federal and/or state law at any time permit the regulation of additional Programming and/or equipment rates of the Licensee, the Licensee hereby agrees to negotiate in good faith, with the Issuing Authority, the Town's regulation of such additional Programming and/or equipment rates and charges.

(c) The Licensee shall comply with applicable rate regulations regarding: (i) its Stoneham channel count, and (ii) multiple dwelling unit rates.

(d) The Issuing Authority reserves the right to regulate the Licensee's rates to the fullest extent allowable under applicable federal or state law and regulations.

Section 11.4 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 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 such 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 a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the

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effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as Exhibit 11.4.

Section 11.5 PUBLICATION

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during normal business hours at the Licensee's business office. Nothing in this Final 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 11.6 NON-PREDATORY AND NON-DISCRIMINATORY RATES

All of the Licensee's rates, charges and pricing for Subscribers services shall be non-predatory and non-discriminatory, however, nothing in this Final 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 11.7 CREDIT FOR SERVICE INTERRUPTION

(a) The Licensee shall grant 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 provide a pro-rata credit or rebate for each tier or Premium Service interruption.

Section 11.8 LOCAL FRANCHISE REQUIREMENT COSTS

In the event that applicable federal and state law and regulation allow the Licensee to incorporate any local franchise requirement costs in its subscriber rates, the Licensee may only do so if in conformance with the provisions of this Final License and as further allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the

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Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed, externalized or otherwise incorporated in rates or charges to subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within fourteen (14) days of a written request to do so by the Issuing Authority.

ARTICLE 12

INSURANCE, BONDS AND INDEMNIFICATION

Section 12.1 INSURANCE

At all times during the term of the Final License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, be responsible for all deductibles, and file with the Issuing Authority, on an annual basis, original certificates of insurance for the following policies:

(a) Comprehensive general liability policy, written on an “occurrence basis”, with minimum limits of Three Million Dollars (\$3,000,000) combined single limit for each occurrence of bodily injury, personal injury and/or property damage arising from the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor’s liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) Automobile liability insurance for owned, non-owned, hired and/or rented motor vehicles of any kind used by the Licensee, its employees or agents with minimum limits of One Million (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage or in the alternative:

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

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- ii. One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and
- iii. Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(c) Excess or umbrella coverage following form over the Comprehensive General Liability Insurance and Automobile Insurance, required above, and the Worker's Compensation, required below, in the minimum amount of Five Million Dollars (\$5,000,000.00).

(d) Worker's Compensation in the minimum amount of the statutory limit.

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

- i. Such insurance shall commence no later than the Effective Date of this Final License;
- ii. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination, the limits equal or exceed those stated;
- iii. All policies, except for the worker's compensation policy shall name the Town of Stoneham and its respective officials, officers, employees, representatives and agents as additional insureds;
- iv. Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions;
- v. Such insurance shall be obtained from insurers authorized to provide said insurance in the Commonwealth of Massachusetts; and
- vi. Certificates of Insurance, with a minimum written notice of cancellation, amendment and non-renewal period of thirty (30) days, shall be submitted to the Issuing Authority prior to the effective date and thereafter so as to evidence the insurance coverage required by this Section.

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(f) Neither the requirements for insurance contained in this Section 12.1, nor the payment of any insurance proceeds for said insurance policy shall limit or be construed to limit the liability of the Licensee pursuant to this Final License, including, but not limited to the indemnification requirements contained in Section 12.6.

(g) The Licensee's failure to obtain, procure or maintain the required insurance shall constitute a material breach of this Final License under which the Town may immediately require the Licensee to suspend operations under this Final License or shall have the option to obtain said policies and require the cost thereof to be paid for from the performance bond, letter of credit or both. After suspension of the Final License for this reason, if all the insurance required in this Article is not in place, with certificates of service evidencing such, within fourteen (14) days of receipt of the notice of suspension, the Issuing Authority may immediately terminate this Final License, without recourse to the procedures established in Article 14.1, below.

Section 12.2 PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Final License, a faithful Performance Bond running to the Town, with good and sufficient surety licensed to do business in the Commonwealth and approved by the Town, which approval shall not be unreasonably denied, in the sum of Five Hundred Thousand Dollars (\$500,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Final License, including, without limitation, satisfaction of the terms and conditions set forth in M.G.L. c. 166A, sec. 5(k).

(b) The Performance Bond shall be effective throughout the term of this Final License, including the time for removal of all of the cable system and facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Final License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the maintenance, operation, and/or removal of the Cable System, the Town shall recover from the surety of such Bond all damages suffered by the Town as a result thereof, including, but not limited to any damages suffered in accordance with Sections 14.1 and 14.2 of this Final License, within thirty (30) days of a written request thereof by the Town.

(c) When the Cable System has been completed pursuant to the terms of Article 3 herein, said performance bond may be reduced to the sum of Four Hundred Thousand Dollars (\$400,000.00); provided, however, that the Licensee shall notify the Issuing Authority in writing, in advance of such

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reduction, that it has completed the Cable System as required by Article 3 herein and requests approval for a reduction of the amount of said bond. The Licensee shall not reduce the amount of said bond until the Issuing Authority grants, in writing, its approval for such reduction, which approval shall not be unreasonably denied or delayed.

(d) Said Bond shall be a continuing obligation of this Final License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Final License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the Performance Bond to the appropriate amount required herein.

(e) Neither this Section, any Bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under this Final License.

Section 12.3 LETTER OF CREDIT

(a) The Licensee shall maintain at its sole cost and expense, an irrevocable letter of credit from a financial institution, licensed to do business in the State, in the amount of Fifty Thousand Dollars (\$50,000.00). The form and content of the letter of credit shall be subject to the reasonable approval of the Town. Said letter of credit shall be used to ensure the faithful performance by the Licensee of all material provisions of the Final License and compliance with all material orders, permits and directions of any office of the Town having jurisdiction over its acts and defaults under the Final License, and the payment by the Licensee of any claim, liens, fee, or taxes due the Town which arise by reason of the construction, upgrade, operation, installation or maintenance of the Cable System.

(b) Upon a withdrawal(s) against said letter of credit, the letter of credit shall promptly, but in no case more than ten (10) days later, be renewed to the full amount of Fifty Thousand Dollars (\$50,000.00).

(c) The Town's right to proceed against the letter of credit shall be governed by the provision of Section 14.1 infra.

(d) The rights reserved to the Town with respect to said letter of credit are in addition to all other rights of the Town, whether reserved by the Final License or authorized by applicable law, and no action, proceeding or exercise of a right with respect to said letter of credit shall affect any other right the Town may have.

Section 12.4 REPORTING

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, originals of all current certificates regarding all insurance policies and the Performance Bond, and evidence of the Letter of Credit, as required by this Final License.

Section 12.5 NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies, Performance Bond and Letter of Credit shall each contain a thirty (30) day notice of cancellation, modification, material change and impairment.

Section 12.6 INDEMNIFICATION

The Licensee shall, at its sole cost, indemnify, defend and hold harmless the Town, its officials, boards, commissions, employees, agents and/or representatives against all claims, causes of action, liability, damages or expenses, including without limitation damages to persons or property (real or personal), arising out of or due to the acts or omissions of the Licensee, its officers, employees, contractors, subcontractors and/or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable System or the provision of Cable Services, whether or not the act or omission complained of is authorized, allowed or prohibited by this Final License. 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. Upon receipt of notice in writing from the Issuing Authority or its designee, the Licensee shall at its own expense defend any action or proceeding against the Town for any claim arising out from or related to the activities of the Licensee, its employees and/or agents, in the construction, installation, maintenance, operation, and/or removal of the Cable System or the provision of Cable Services under this Final License. The Town shall give the Licensee written notice, within a reasonable period of time, of any claim(s) for which indemnification is sought.

ARTICLE 13

ADMINISTRATION AND REGULATION

AND
REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Final License. The Issuing Authority may notify the Licensee in writing of any instance of non-compliance and may direct that such noncompliance be corrected.

Section 13.2 PERFORMANCE EVALUATION HEARINGS

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing held by the Issuing Authority or its designee once per year. 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 this Final License; (ii) review current technological developments in cable services; and (iii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with a minimum fourteen (14) days written notice of such performance evaluation hearing.

(b) The Issuing Authority and/or its designee(s) shall have the right to question the Licensee on any aspect of this Final License including, but not limited to, the construction, 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 such comments shall be duly considered by the Issuing Authority.

(c) The Licensee shall notify its subscribers of all performance evaluation hearings by announcements on its Local Origination channel (or if it has no Local Origination Channel on another appropriate channel), between the hours of seven (7) p.m and nine (9) p.m., for a minimum of five (5) consecutive days preceding each such hearing.

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(d) Nothing in this Section shall prohibit the Issuing Authority from requesting that the Licensee attend other meetings or hearings held by the Issuing Authority or its designee or compelling attendance by the Licensee through any lawful means.

Section 13.3 REQUEST FOR GENERAL INFORMATION OR REPORTS

Upon the request of the Issuing Authority, the Licensee shall promptly submit to the Town any information and/or documentation regarding the Licensee, its business operations with respect to the Cable System and/or any Affiliated Person(s), in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Final License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Final License or applicable law, and regulations or orders of a governmental entity having jurisdiction over the particular matter, unless the Town is prohibited by applicable federal or state law or regulations or applicable case law from obtaining such information or documentation.

Section 13.4 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 on appropriate forms (provided by the Division if so required by applicable law or regulation or by the Division) showing a balance sheet sworn to by the Licensee's Chief Financial Officer. Said forms shall contain such financial information specific or related to the Stoneham Cable System and as required by applicable law.

(b) The Licensee shall provide a separate report, including the following:

- i. All Subscriber and all other revenues of any kind, including, but not limited to, regular Basic Service charges, pay programming charges, pay-per-view revenues, installation revenues (including reconnection, second set, etc.), advertising revenues, leased access revenues, home shopping services revenues and any other special service revenues. Said information shall be considered proprietary to the Licensee; and
- ii. Any other reports required by State and/or federal law.

Section 13.5 CABLE SYSTEM INFORMATION

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The Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of subscribers in each category of cable services, (ii) the number of dwelling units passed; and (iii) the number of plant miles completed. Such information shall, if requested by the Licensee and so deemed under applicable law, be considered proprietary.

Section 13.6 MUNICIPAL ACCESS TO LICENSEE'S SURVEY MATERIAL

In the event the Licensee surveys the Stoneham Subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon the request of the Issuing Authority share the results of its programming surveys so long as the Licensee does not consider the questions and/or the results proprietary. In the event the issuing Authority wishes to conduct its own cable television related survey of Subscribers, the Licensee shall pay for the cost of the survey which would include the cost of any printed material for the mailing and the postage. The Issuing Authority may request this service no more than three (3) times during the term of this Final License, provided such request is in writing and allows the Licensee a reasonable period of time in which to accomplish it.

Section 13.7 IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this Final License, the Licensee shall provide the Issuing Authority, on a quarterly basis, with a report of Stoneham Subscriber telephone traffic, maintained on a regional basis. Said report shall be provided regardless of whether or not Licensee installs an in-house automated call accounting or call tracking system.

Section 13.8 SUBSCRIBER COMPLAINT REPORTS

The Licensee shall comply with all applicable law and regulations regarding subscriber complaint reports and submit to the Issuing Authority copies of any report(s) sent to any federal or state agency, division or commission no later than fourteen (14) days after submission to any such agency, division or commission.

Section 13.9 SERVICE INTERRUPTION REPORTS

The Licensee shall comply with all applicable law and regulations regarding service interruption reports and submit to the Issuing Authority copies of any reports sent to any federal or state agency,

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division or commission no later than fourteen (14) days after submission to any such agency, division or commission.

Section 13.10 INDIVIDUAL COMPLAINT REPORTS

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 13.11 LINE-EXTENSION REPORTS

The Licensee shall submit a Line-Extension Report to the Issuing Authority, or its designee, on an annual basis, by January 15 of each year in the term of the Final License, said Report containing the following information:

- (a) Description of all trunk and feeder line-extensions to the Subscriber Network performed in the prior calendar year as a result of construction of new subdivisions and/or accommodation of requests for Cable Service requiring such extensions;
- (b) Documentation of all estimates provided to Subscribers for line-extension and Drop costs related to installation of Cable Service, subject to applicable privacy provisions; and,
- (c) Documentation of all fees paid by new Subscribers and rebates of same paid to previous and current Subscribers in conjunction with installation of Cable Service involving line-extensions and Drops.

Section 13.12 INITIAL PERFORMANCE TESTS

Initial proof of performance testing shall occur within sixty (60) days after the completion of construction of the Cable System and any system upgrade/rebuild during the term of this Final License. Upon the location and any relocation of a PEG studio, the Licensee shall also perform a proof of performance test with respect to signal quality of transmissions from said studio, once such relocation has been completed. Should performance in either case prove defective, the defect shall be appropriately corrected and another proof of performance test shall be scheduled in a timely period. The costs of such tests shall be borne solely by the Licensee.

Section 13.13 SEMI-ANNUAL PERFORMANCE TESTS

(a) Unless otherwise required by federal or state law or regulation, the Licensee shall at its own cost and expense, conduct on a semi-annual basis (i.e., twice a year), performance tests to ensure compliance with the technical specifications required by this Final License and applicable law and regulations, including, without limitation:

- i. Signal level of video carrier of each activated channel;
- ii. System carrier to noise level(s) measured at a low and high VHF channel; and
- iii. System hum modulation measured at any one frequency.

(b) Data from the above tests shall be submitted to the Issuing Authority, or its designee, on a semi-annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; the weather conditions under which such tests were taken; measurements of Cable System performance as required by applicable law and regulations; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement as to what corrective action is to be taken.

(c) All tests herein shall be performed at (i) the Cable System Headend; (ii) at four (4) locations in the Town furthest from the Headend: one of which shall be on the I-Net, and the three (3) other locations on the Subscriber Network.

Section 13.14 QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), on either the Subscriber Network or the I-Net, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

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- (b) Said report shall include the following information:
- i. the nature of the complaint or problem which precipitated the special tests;
 - ii. the system component tested;
 - iii. the equipment used and procedures employed in testing;
 - iv. the method, if any, in which such complaint/problem was resolved; and
 - v. any other information pertinent to said tests and analysis as required.

(c) At the conclusion of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional inspections and/or tests may be required by the Issuing Authority, supervised by a professional cable engineer, satisfactory to both the Town and the Licensee, who is not an employee or agent of the Licensee or the Town. The Licensee shall pay the cost of such engineer only if the tests performed show that the quality of service is below the standard set forth in Section 3.8 supra and Exhibit 3.8, attached hereto.

Section 13.15 DUAL FILINGS

If requested by the Issuing Authority or its designee, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions, written communications, rate forms or filings, schedules, worksheets and ancillary documents submitted to a federal or state agency, commission or division, pertaining to any material aspect of the Cable System operation hereunder.

Section 13.16 ADDITIONAL INFORMATION

At any time during the term of the Final 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 this Final License

Section 13.17 INVESTIGATION

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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 governmental agency, including, but not limited to a Town agency.

Section 13.18 NOTICE OF PUBLIC HEARING OR MEETING

Whenever notice of a public hearing or meeting relating to the Cable System is required by law or regulation, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose in a local newspaper of general distribution in the Town once in each two(s) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing, unless otherwise required by applicable law. The Licensee shall notify its subscribers of all performance evaluation hearings by announcements on its Local Origination channel, if it has such a channel, and if not on another appropriate channel, between the hours of seven (7) p.m and nine (9) p.m., for a minimum of five (5) consecutive days preceding each such hearing. Notice shall state, if applicable, that applications, reports and/or statements filed or prepared for such hearing or notice are available for public inspection during the Licensee's regular business hours and for reproduction at a reasonable fee.

Section 13.19 JURISDICTION

With respect to an legal action brought in the District Court of Massachusetts, the venue shall be the Woburn District Court. With respect to an action brought in the Superior Court of Massachusetts, the venue shall be the Middlesex Superior Court; and with respect to an action brought in the Federal District Court, the venue shall be the Federal District Court for the Eastern District of Massachusetts. The parties by this instrument subject themselves to the personal jurisdiction of said courts for the entry of any such judgment and for the resolution of any dispute, action, or suit.

Section 13.20 TOWN'S RIGHT TO 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 action, proceeding or suit involving this Final License or any provision of this Final License.

ARTICLE 14

DETERMINATION OF BREACH/LIQUIDATED DAMAGES

Section 14.1 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 this Final License except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, by certified mail, 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 such 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 his 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 the public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Final License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- i. assess liquidated damages in accordance with the schedule set forth in Section 14.2 below;
- ii. seek specific performance of any provision in this Final License which reasonably lends itself to such remedy as an alternative to damages;

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- iii. commence an action at law for monetary damages;
- iv. foreclose on all or any appropriate part of the security provided pursuant to Section 12.2 and/or Section 12.3 herein;
- v. declare this Final License to be revoked subject to Section 14.3 below and applicable law;
- vi. invoke any other lawful remedy available to the Town.

Section 14.2 LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Final License liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 14.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

i For failure to construct, install, fully activate, operate, program and/or maintain the Cable Television System, in accordance with Section 3.1 herein, five hundred dollars (\$500.00) per day, for each day that any such non-compliance continues.

ii For failure to fully activate, operate and maintain the Institutional Network in accordance with Section 3.2 herein, five hundred dollars (\$500.00) per day, for each day that any such non-compliance continues.

iii For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Final License in accordance with Section 2.5 herein, five hundred dollars (\$500.00) per day for each day that any such non-compliance continues.

iv For failure to comply with the PEG Access, Technological Funding or Capital Payments provisions in accordance with Articles 6, 7 and 8, four hundred dollars (\$400.00) per day, for each day that any such non-compliance continues.

v For failure to comply with the technical standards, pursuant to Section 3.8 herein and Exhibit 3.8, four hundred dollars (\$400.00) per day, for each day that any such non-compliance continues.

vi For failure to provide, install and/or fully activate the Subscriber Network and/or

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Institutional Network Drops and/or Outlets in accordance with Section 3.1, 5.10 and 5.11 herein and/or the respective Exhibits for those Section, one hundred dollars (\$100.00) per day, for each day that any such Drops and/or Outlets are not provided, installed and/or activated.

vii. For failure to comply with the applicable requirement of Section 5.10 of this Final License regarding the provision of funding for a T-1 Line or equivalent or, in the alternative Internet Service, if requested by the Town pursuant to the provisions of Section 5.10.
5.12.

vii. For failure to meet the FCC's Customer Service Obligations in accordance with Section 15.4 herein and Exhibit 15.4, one hundred dollars (\$100.00) per day that any such non-compliance continues.

viii. For failure to submit reports, audits or performance tests, pursuant to Article 13 herein, fifty dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

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

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

Section 14.3 REVOCATION OF FINAL LICENSE

This Final License may be revoked by the Issuing Authority, to the extent permitted by law.

Section 14.4 TERMINATION

The termination of this Final License and the Licensee's rights herein shall become effective upon the earliest to occur of: (a) the revocation of this Final License by action of the Issuing Authority, pursuant to Section 14.1 and 14.3 above; (b) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (c) the expiration of the term of this Final License. In the event of any termination, the Town shall have the rights provided in this Final License and by law.

Section 14.5 NON-EXCLUSIVITY OF REMEDY

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

Section 14.6 NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure or delay on the part of the Town to exercise, and no delay in exercising, any right in this Final License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Final License.

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

(c) A waiver of any right or remedy by the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Town to be effective, it shall be in writing. The failure of the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town to take any action permitted by this Final License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

Section 14.7 NOTICE 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 part, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least twenty (20) days notice that an action will be filed, unless, in good faith, the party believes that time and events do not allow for such a period, (ii) meet with the other party before filing such action, and (iii) negotiate the issue, which is the subject of the proposed legal action with the other party.

ARTICLE 15

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 15.1 PAYMENT CENTER

(a) At all times during the Final License, the Licensee shall operate and/or provide for a location within the Town for, among other things, payment of bills by Subscribers. Said location shall be fully accessible to handicapped residents of the Town.

(b) The Licensee shall offer Subscribers the option of receiving other services that are normally available at a full-service customer service office, at the Subscriber's home, including, but not limited to, return and/or exchange of equipment, in-person explanation of the cable system and/or its equipment, etc.

Section 15.2 TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient Customer Service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, as may be amended from time to time, during normal business hours, as defined therein. The Licensee shall have full authority to enforce compliance with these obligations. A copy of 47 C.F.R. §76.309 as currently promulgated is attached hereto as Exhibit 15.2.

(b) The Licensee's main Customer Service office(s) shall have a publicly listed toll free telephone number for Stoneham subscribers, which number shall appear in local telephone directories and on all bills, statements and other correspondence between the Licensee and Stoneham subscribers.

(c) Pursuant to 47 C.F.R. 76.309(c)(1)(B), under normal operating conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

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

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the quarterly reports, subject to Section 13.5 of this Final License do not clearly document that the Licensee's telephone lines are accessible to subscribers as required herein.

Section 15.3 ANSWERING SERVICE

At such times as the Licensee is not answering its telephones with a customer service representative, the Licensee shall maintain a telephone answering service, attended by live operators, to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. All such after-hours calls shall be logged by the Licensee or its representative. 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 15.4 FCC CUSTOMER SERVICE OBLIGATIONS

Licensee shall comply with the FCC's Customer Service Obligations codified at 47 CFR 76.309, as they may be amended from time to time, which standards are attached hereto and made a part hereof, as Exhibit 15.2.

Section 15.5 INSTALLATION VISITS/SERVICE CALLS/RESPONSE TIME

(a) The Licensee shall provide Cable Service for new installations to Stoneham residents who request Service within five (5) days of said request.

(b) In arranging appointments for installations, visits or service calls, the Licensee shall offer the resident or Subscriber, in advance, a choice of a specific appointment time or, in the alternative, whether said installation visit or service call will occur in the appointed morning (9:00 AM to 1:00 PM), afternoon (1:00 PM to 5:00 PM) and evening 5:00 P.M to 7:00 PM). Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(c) The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 7:00 PM, daylight permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday.

(d) For all subscriber requests for service or repair that are received during normal business

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hours, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 PM; 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.

(e) A Subscriber complaint or request for service received after Normal Business Hours shall be acted upon the next business morning. At that time, they are to be handled as prescribed in subparagraph (d) above for a request received at the start of business.

(f) 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.

(g) System outages shall be responded to promptly, twenty-four (24) hours per day, by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one area of the Town, concerning such an outage, or when the Licensee otherwise has reason to know of such an outage.

(h) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

(i) The Licensee shall be responsible for picking up and changing converters at subscriber's request at no additional charge where such converter change-out is as a result of the Licensee's expansion of channel capacity or technological or service improvements.

(j) The Licensee shall employ sufficient service technicians to meet its obligations under this Final License.

Section 15.6 BUSINESS PRACTICE INFORMATION

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information, in addition to any information required to be provided by applicable law or regulations, including, but not limited to 207 CMR 10.00 et seq.:

- (a) Notification of its Billing Practices;
- (b) Notification of Services, Rates and Charges;
- (c) Equipment Notification;

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- (d) Form of Bill;
- (e) Advance Billing, Issuance of Bills;
- (f) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (g) Charges for Disconnection or Downgrading of Service;
- (h). Billing Disputes;
- (i). Service Interruptions; and
- (j) Privacy Policies.

Section 15.7 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 Licensee, after fourteen (14) days notice from the Issuing Authority, shall cure said deficiency; 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 15.8 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, as may be approved in advance by the Town of Stoneham Chief of Police and/or his designee. If an employee is not wearing a photo-identification card and, as a result, is not admitted to a subscriber's home, such visit shall be deemed to be a missed visit by the Licensee.

Section 15.9 COMPLAINT RESOLUTION PROCEDURES

(a) Consistent with applicable law, the Licensee shall establish a procedure for resolution of complaints by Subscribers. The Licensee shall notify, in writing, each new subscriber of the procedures

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for reporting and resolving complaints at the time of initial installation, and annually to all 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 this Final License and the implementation of complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the complaint, the Subscriber shall meet jointly in Stoneham with the Issuing Authority or its designee 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 15.10 BILLING AND TERMINATION PROCEDURES

Licensee will comply with the regulations of the Division, 207 CMR 10.00 et seq., as those regulations may be amended from time to time, and will inform all prospective Subscribers of complete information about billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, before consummation of any agreement for installation of service.

Section 15.11 VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Licensee, whichever occurs first. Licensee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a Subscriber. A Subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Licensee's local business location or any other reasonable location Licensee may designate.

Section 15.12 BILLING DISPUTES

In the event of a bona fide billing dispute, Licensee will resolve each dispute within fifteen (15) working days of receiving notification from the Subscriber. The Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall Licensee disconnect or assess a late payment charge from the Subscriber for failure to pay bonafide disputed bills, or portions thereof, upon notice of said dispute.

Section 15.13 PROTECTION OF SUBSCRIBER PRIVACY

(a) 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) Licensee shall comply with all privacy provisions contained in this Section 6.10 and all other applicable Federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

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

(d) Licensee shall notify all third parties who offer cable services in conjunction with Licensee, or independently over the Cable System, of the Subscriber privacy requirements contained in this Final License.

Section 15.14 PRIVACY WRITTEN NOTICE

Prior to the commencement of cable service to a new Subscriber, and annually thereafter to all Cable System Subscribers, Licensee shall, at a minimum, provide a comprehensive and easily understandable written document explaining Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing Licensee's policy for the protection of Subscriber privacy. Said written document shall comply with Section 631(a)(1) of the Cable Act.

Section 15.15 DISTRIBUTION OF SUBSCRIBER INFORMATION

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(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is in accordance with applicable law and is:

(i) necessary to render or conduct a legitimate business activity related to a Cable 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 System or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, (i) the extent of viewing or other use by the Subscriber of a Cable Service provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 15.16 POLLING BY CABLE

(a) Licensee shall obtain the approval of the Issuing Authority prior to polling any and all subscribers in the Town, and the Issuing Authority shall not unreasonably withhold its approval.

(b) No poll or other upstream response of a Subscriber or User shall be conducted or obtained unless the program of which the upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has an informational or educational function which is self evident. Licensee or its agents shall release the results of upstream response only in the aggregate and without individual references.

Section 15.17 INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber except as permitted by law. See Section 631 of the Cable Act.

Section 15.18 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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(b) A Subscriber may obtain from Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by Licensee. 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 Licensee's General Manager.

Section 15.19 MONITORING

Unless otherwise authorized by a court order, neither Licensee nor its agents shall tap or 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 commercial use; provided, however, that Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view. The Licensee shall report to the affected parties and all appropriate authorities 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. The Licensee shall not record or retain any information transmitted between a Subscriber or commercial use 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 court order.

Section 15.20 EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property will be required to show an employee photo-identification card.

Section 15.21 TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Licensee will employ enough service technicians and customer service representatives to meet its obligations under this Final License.

Section 15.22 NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

(a) Licensee shall comply with all laws prohibiting discrimination, including, but not limited to all such laws prohibiting discrimination in its solicitations, service, operations and/or

employment.

(b) The Licensee shall be an Equal Opportunity Employer adhering to all applicable laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC. The Licensee shall file an Equal Opportunity Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Opportunity Opportunities.

Section 15.23 LICENSEE'S PARTICIPATION IN SUBSCRIBER EDUCATION SEMINARS

In the first year following completion of the construction of the cable system, the Licensee shall, upon written request of the Issuing Authority, offer a Subscriber education session on new equipment and programming services pertaining to such system. Thereafter, the Licensee shall, no more frequently than once a year, and upon request by the Issuing Authority, participate in a seminar or symposium organized by the Issuing Authority to educate Subscribers about cable programming and technology. The Licensee shall be available to explain what programming services it is currently offering and to demonstrate how its equipment can be used in conjunction with home video products such as videocassette recorders and remote control devices.

ARTICLE 16

GENERAL PROVISIONS

Section 16.1 LICENSE AS CONTRACT UNDER SEAL

Upon its execution by the Issuing Authority and Licensee this Final License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Town of Stoneham, on the other hand.

Section 16.2 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 instrument in writing executed by the parties.

Section 16.3 CAPTIONS

The captions to sections throughout this Final License are intended solely to facilitate reading and

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reference to the sections and provisions of this Final License. Such captions shall not affect the meaning or interpretation of this Final License.

Section 16.4 SEVERABILITY

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

Section 16.5 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. Unless further limited elsewhere in this Final License, the term “force majeure” as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

Section 16.6 REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any Subscriber, but shall offer to said Subscriber at the time of the initial sales presentation (with an acknowledgment by the Subscriber or receipt of such offer being indicated by initializing 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 16.7 SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the court of normal maintenance.

Section 16.8 COST OF PUBLICATION

Licensee shall, upon request of the Issuing Authority within 30 days of the execution of this Final

License, print and distribute, a maximum of twenty-five (25) copies of the Final License.

Section 16.9 JURISDICTION

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts, or other competent court or agency, and the parties by this 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 arising in connection with the entry of such judgment.

Section 16.10 ACTS OF OMISSIONS OF AFFILIATES

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

Section 16.11 LICENSE EXHIBITS

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

Section 16.12 WARRANTIES

The Licensee warrants, represents and acknowledges, and agrees that at or before the Execution Date of this Final License:

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

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

(c) This Final License is enforceable against the Licensee in accordance with the provisions herein, subject to the applicable state and federal laws;

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

(e) 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

(f) Pursuant to Section 625(f) of the Cable Act the performance of all terms and conditions of this Final License is commercially practicable.

Section 16.13 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 Stoneham, Stoneham Town Hall, 35 Central Street, Stoneham, Massachusetts 02180. or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy to the Stoneham Town Counsel at the same address.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage paid) to Vice President of Municipal Relations, RCN-BecoCom, L.L.C., 165 University Avenue, Westwood, MA 02090, 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 meeting relating to the Cable System is required by law, regulation or this Final License, the Licensee shall publish notice of the same sufficient to identify its time place and purpose, in a Stoneham 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 also identify hearing(s) relating to the Cable System by periodic announcements on a community bulletin board channel between the hours of seven (7:00) p.m. and nine (9:00) p.m. 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 (b) above all required notices shall be in writing.

Section 16.14 NO RECOURSE AGAINST THE ISSUING AUTHORITY

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Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, divisions, committees, agents or employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of this Final License or because of enforcement of this Final License.

Section 16.15 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 this Final License, or any provision in this Final License.

Section 16.16 TERM

All obligations of the Licensee and the Issuing Authority set forth in this Final License shall commence upon the execution of this Final License and shall continue for the term of this License as specified in Section 2.2 supra, except as expressly provided for otherwise herein.

Section 16.17 APPLICABILITY OF FINAL LICENSE

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

EXHIBITS

EXHIBIT 3.1

SUBSCRIBER NETWORK DESCRIPTION

The system RCN-BecoCom, L.L.C. (“RCN”) is constructing for the Town of Stoneham (the “Town”) is a Hybrid Fiber Coax (“HFC”) design similar to the latest designs used in most major upgrades and rebuilds in the country today. The RCN system is, however, being designed and built to accommodate a full 110

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channels of analog signals at 860 MHz. (Most systems being constructed today are designed and constructed to pass analog channels to 550 MHz with the balance of capacity dedicated to digitally compressed video channels.)

RCN has made a business decision to handle the full complement of channels in an analog medium in the event the digital delivery platforms do not perform to RCN's satisfaction. RCN's design will have sufficient performance built in to implement digital technology at the appropriate time while still being capable of delivering 110 channels of programming upon activation.

RCN will install a "Hub" in the Town that will be connected with Pirelli single mode fiber optic cable to RCN's newly constructed 110 channels primary head-end site located in South Boston. RCN will use a dual laser concept that will provide automatic backup of the optical system. Upon sensing a loss of signal, this switching system will automatically switch to an alternate laser and fiber cable to permit uninterrupted signals to the Town. The RCN Hub will consist of optical receivers and Distributed Feedback ("DFB") lasers manufactured by Harmonic Lightwaves. Each DFB laser will, on average, serve no more than two (2) to four (4) optical nodes. The field mounted optical nodes will be manufactured by General Instruments and will service no more than 500 homes each, thereby minimizing the number that could be affected by a single point of failure.

All of the optical components will be monitored through a network management system that will be monitored at the local system level as well as through RCN's centralized Network Operations Center to ensure constant surveillance. This same network will monitor all pole-mounted power supplies in the same manner. The power supplies being used by RCN are the latest Lectro Products ZTT (Zero Transfer Time) units. These power supplies are battery back-up units to minimize interruptions associated to power failures or brown-outs.

Each fiber node in the Town will have no more than two (2) active radio frequency ("RF") amplifiers in cascade off of any leg of the node. This will provide additional reliability by limiting the number of subscribers served from any active component. The RF electronics are manufactured by General Instruments and are also designed to handle 110 analog channels of delivery. The coaxial system will be constructed in its entirety using Commscope .625 jacketed cable, LRC connectors and Canusa shrink boot for weather protection. RCN will use 1 Ghz Milenium subscriber taps with features such as "cam port" for better signal delivery and a power passing feature that, in the event a face plate is removed, signal will not be interrupted to customers beyond this point. The power passing feature will also provide for the future ability to power in-home devices such as coaxial-based telephone systems.

RCN will utilize subscriber drop cable that consists of an RG-6 quad shield coaxial cable mated with a multi-pair copper cable to permit both telephone and video services to be fed from a single wire service line. Additionally, RCN will install an apartment style box on the side of the home that will terminate both

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the coaxial and telephone connections in a neat and orderly manner.

EXHIBIT 3.2(a)

GENERAL DESCRIPTION OF THE STONEHAM INSTITUTIONAL NETWORK

RCN-BecoCom, L.L.C. ("RCN") proposes to provide the fiber optic cable strands that will be needed

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to establish an Institutional network ("I-NET") for the Town of Stoneham (the "Town"). Two (2) or Four (4) Single mode fiber optic strands (see Section 3.2 and Exhibit 3.2(b) for the specific number of strands for specific buildings) shall interconnect each of the buildings specified by the Town to the I-Net Hub using a star network topology. The I-Net hub will be located in the Town Hall. Four (4) Single mode fiber optic strands will interconnect the I-Net Hub to the RCN Hub location. These fibers will be used exclusively for the I-NET and may not be used by the Town to provide capacity to others without RCN's prior consent, which consent will not be unreasonably withheld.

The proposed fiber optic strands can be configured to provide voice, video and data services depending on end-user equipment. The following paragraphs depict one configuration that could be used to provide video and data transmission capacity over the fiber optic cable.

This conceptual design proposes extensive use of fiber strands to provide both video and data services to specified building locations. Two (2) or four (4) single mode fibers, as referenced herein and in this Final License, will be terminated at each location requiring access to the I-NET. Fiber will be used for upstream and downstream transmission for the I-NET location to RCN's hub location in the Town and for downstream transmission. The fiber for downstream transmission will be optically split, and therefore shared, with an average of five (5) other locations on the I-Net.

The fibers may be terminated in equipment that is specifically designed to carry video and data information. An analog modulated laser at the RCN hub site would be configured to support 550 MHZ of downstream bandwidth. This provides the capability of delivering approximately 80 channels of video programming to the I-NET locations where the fibers terminate. The downstream signal could be optically split such that the signal from the lasers will feed an average of five (5) separate building locations on the I-NET. No intermediate amplification or active devices of any sort are required between the hub site and the I-NET building locations. This 100 percent fiber optic delivery system provides extremely high reliability and an enhanced quality of signal.

At the I-NET building location, the downstream fiber may terminate in a wall mounted optical receiver. This unit converts the optical signal into an analog modulated radio frequency ("RF") signal that can be distributed throughout the building using standard coaxial distribution cable.

EXHIBIT 3.2(b)
TOWN OF STONEHAM INSTITUTIONAL NETWORK SITE LOCATIONS

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Each of the following sites shall be connected to the I-Net hub at Stoneham Town Hall, 35 Central Street, Stoneham, Massachusetts, using **pairs of 8-micron single-mode fiber optic cabling, as specified in the listings below:**

Two (2) Single mode fiber optic strands (one fiber pair) for the following locations:

Stoneham (Unicorn) Arena	101 Montvale Avenue
Unicorn Golf Course	460 Williams Street
Stoneham Oaks Golf Course	101 Montvale Avenue
Stoneham Housing Authority	11 Parker Chase
Stoneham Theater	387-395 Main Street
North School*	Collincote Street
Robin Hood School	Magnolia Terrace
Whip Hill (Conservation Comm.)	Whip Hill (off Perkins Street)

* Unless otherwise requested not to be connected to the I-Net by the Issuing Authority.

Four (4) Single mode fiber optic strands (two fiber pairs) for the following locations:

Town Hall	35 Central Street
Police Station	47 Central Street
Fire Station	25 Central Street
Department of Public Work	16 Pine Street
Public Library	431 Main Street
Senior Center	136 Elm Street
High School	149 Franklin Street
Middle School	101 Central Street
Old Central School	25 Williams Street
New Central School	Williams Street (near Pomeworth St.) (under construction)
Colonial Park School	Avalon Road
East School	12 Beacon Street
South School	Summer/Main Street

Any new or relocated municipal or school buildings and any access studio.

EXHIBIT 3.8

FCC TECHNICAL SPECIFICATIONS

(See attached)

Cable System Specifications, continued:

Stereo Pass-Through:

The Cable System shall be capable of cablecasting all Signals transmitted in stereo (BTSC format).

Class I-III Signals:

The technical specifications attached hereto shall apply to all Class I and Class III Signals transmitted in connection with the Cable System.

Performance Tests: attached hereto.

EXHIBIT 5.2

PROGRAMMING

Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of programming set forth below:

- Broadcast Stations
- Children's Programming
- Educational Programming
- Financial/Business
- Government/Public Affairs
- Movie Programming
- Music
- News/Weather
- Public Broadcasting
- Religious Programming
- Sports Programming
- Variety Programming

It is the Licensee's intention to have the following channel line-up upon System Activation, subject to applicable law and the Licensee's editorial discretion. (See attached)

It is the Licensee's intention to have the following channel line-up upon System Activation, subject to applicable law and the Licensee's editorial discretion. (See attached)

EXHIBIT 5.8

VIDEO CASSETTE RECORDER (VCR) POLICIES AND OPTIONS

RCN delivers its basic cable service by way of a clear signal not scrambled. RCN's signal delivery affords customers, at the customer's discretion, full use of their television, remote control and VCR. Customers have the ability to use all the VCR functions conveniently as directed in the VCR user guide or manual.

In the event the customer's television or VCR does not have the ability to receive all basic cable service or in the event that premium channels have been ordered, a cable television converter will be needed. The converter will allow the customer to view all the premium and basic channels they have ordered.

RCN uses a General Instrument Jerrold CFT-2200 converter. The CFT-2200 is a state-of-the-art converter terminal that is simple to use. On screen programming allows customers to point and click for option and choices.

Each converter installed comes with an easy to understand user guide. At the time of installation, the technician will be able to instruct the customer on how to use the CFT-2200. VCR programming has easy to follow instructions that will allow the customer to record up to sixteen (16) programs at any time, either for one (1) day or 365 days.

If a customer has questions about using the CFT-2200, Customer Care Specialists are as close as the telephone (1-800-891-7770).

EXHIBIT 5.9

**FREE DROPS AND/OR OUTLETS AND MONTHLY SERVICE
TO
PUBLIC (NON-SCHOOL) BUILDINGS AND SCHOOL BUILDINGS**

The following public and school buildings shall receive drops and/or outlets and monthly basic service, as provided for in Section 5.9 of this License, at no charge:

Town Hall	35 Central Street
Police Station	47 Central Street
Fire Station	25 Central Street
Department of Public Works	16 Pine Street
Public Library	431 Main Street
Senior Center	136 Elm Street
Stoneham (Unicorn) Arena	101 Montvale Avenue
Stoneham Oaks Golf Course	101 Montvale Avenue
Stoneham Housing Authority	11 Parker Chase
Unicorn Golf Course	460 Williams Street
Whip Hill (Conservation Comm.)	Whip Hill (off Perkins Street)
Stoneham Theater (non-municipal)	387-395 Main Street
High School	149 Franklin Street
Middle School	101 Central Street
Central School	25 Williams Street
New Central School	Williams Street (near Pomeworth St.) (under construction)
Colonial Park School	Avalon Road
East School	12 Beacon Street
North School*	Collincote Street
Robin Hood School	Magnolia Terrace
South School	Summer Street

Any new or relocated municipal or school buildings and any access studio.

* Unless later deleted by the Issuing Authority.

EXHIBIT 5.10

**DESCRIPTION OF FREE INTERNET SERVICE TO
STONEHAM MUNICIPAL BUILDINGS AND SCHOOLS**

If chosen by the Town, pursuant to the provisions of Section 5.10 of the Final License, the Town shall receive a T-1 equivalent Inter-Net connect that will have a CSU/DSU, which can be thought of as a high speed modem and router that allows the communities local area network to communicate via this circuit to the World Wide Web. All traffic is IP protocol and only IP protocol traffic will pass. RCN will also provide Internet addressing and Web Hosting for the Town.

RCN's internet access cost and value to Town is one and the same. RCN's capital costs are the same whether it's the Town and/or any other customer with the same service. RCN's monthly expenses are also justifiable because RCN is unable to use the bandwidth provided to the Town for a retail customer.

RCN's pricing is competitive, but not factored into these projections are any increases in the cost of doing business over ten years or any inflation.

The Town's connection to the Internet has a value that will grow beyond our present calculations as the Internet becomes an integral tool in our homes and businesses.

Attachment A to this Exhibit represents a value to the Town in excess of \$280,000 over the ten-year term of the RCN license.

EXHIBIT 5.10: Attachment A

The Telco monthly charge is about \$400 + \$25 a mile from our location	Total: \$ 500
The RCN monthly charge is \$1500 for a full T1 (we also handle fractional T1s).	Total: \$ 1,500
Monthly mailbox charge is \$5 per box. (approx. 50 boxes)	Total: \$ 250
Web Hosting monthly charge is \$30-175.	<u>Total: \$ 100</u>
	Total per Month: \$ 2,350
	Total per Year: \$28,200

Over a ten year span the total cost is \$282,000

Other (one-time) costs include:

Telco install:	\$ 450
RCN install:	\$ 1,500
CSU/DSU:	\$ 1,000
Router:	\$ 3,000
Cabling:	\$ 100
IP allocation:	\$ 75
Domain registration: (in addition to yearly fee paid directly to the InterNic)	\$ 40
SMTP Gateway: (for use when a customer has a domain through us and set up their own mail server)	\$ 75

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Consulting: \$150 per hour
value

RCN will make available professional/engineering consulting to assist your community in integrating and set-up process of this Internet circuit.

EXHIBIT 6.6

ORINATION POINTS ON THE SUBSCRIBER NETWORK

Town Hall	35 Central Street
Police Station	47 Central Street
Fire Station	25 Central Street
Public Library	431 Main Street
Senior Center	136 Elm Street
Stoneham (Unicorn) Arena	101 Montvale Avenue
Unicorn Golf Course	460 Williams Street
Whip Hill (Conservation Comm.)	Whip Hill (off Perkins Street)
Stoneham Theater (non-municipal)	387-395 Main Street
High School	149 Franklin Street
Middle School	101 Central Street
Central School	25 Williams Street
New Central School	Williams Street (near Pomeworth St.) (under construction)
Colonial Park School	Avalon Road
East School	12 Beacon Street
Robin Hood School	Magnolia Terrace
South School	Summer Street
Any new or relocated municipal or school buildings and any access studio.	

EXHIBIT 7.1

GROSS ANNUAL REVENUE REPORTING FORM

(See attached)

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EXHIBIT 11.4

207 CMR 10.00

(See Attached)

EXHIBIT 15.2

FCC'S CUSTOMER SERVICE OBLIGATIONS

**TITLE 47 - TELECOMMUNICATIONS
CHAPTER 1 - FEDERAL COMMUNICATIONS COMMISSION**

Part 76 - CABLE TELEVISION SERVICE

Subpart H - General Operating Requirements

§76.309 Customer service obligations

(a) A cable franchise authority may enforce the customer service standards set forth in section (c) of this rule against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in section (c) of this rule;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in section (c) of this rule and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

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

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section (c) of this rule.

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

(1) Cable system office hours and telephone availability.

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

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

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

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

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

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

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

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

(I) Standard installations will be performed within seven (7) business days after an order has been placed.

"Standard" installations are those that are located up to 125 feet from the existing distribution system.

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

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be

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

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

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

(3) Communications between cable operators and cable subscribers.

(i) Notifications to subscribers.

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

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions of programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

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

(ii) Billing.

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

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

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thirty (30) days.

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

- (A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
- (B) The return of the equipment supplied by the cable operator if service is terminated.

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

(4) Definitions.

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

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

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

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SIGNATURE PAGE

In Witness Whereof, this Cable Television Final License is hereby issued by the Board of Selectmen of the Town of Stoneham, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by RCN-BecoCom, L.L.C., with both parties executing this Final License under seal this 6th day of June, 2000.

TOWN OF STONEHAM
By its Board of Selectmen
as Issuing Authority

RCN-BECOCOM, L.L.C.

Patrick F. Jordan, Jr., Chairman

Print Name:

Title:

Darin J. Leahy, Vice Chairman

Cosmo Ciccarello

Town of Stoneham Cable Television Final License Granted To RCN-BecoCom, L.L.C

Albert B. Conti

Robert W. Sweeney

Approved as to legal form:

Town Counsel