

Comcast

CABLE TELEVISION

RESTATED & RENEWAL LICENSE

GRANTED TO

COMCAST OF MASSACHUSETTS III, INC.

THE BOARD OF SELECTMEN

TOWN OF SUDBURY,

MASSACHUSETTS

DATED: March 10th, 2009

Cable Television Restated & Renewal License for Sudbury, Massachusetts.
Granted to COMCAST, and Dated March 10th, 2009

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AGREEMENT

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

WITNESSETH

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

WHEREAS, Licensee filed a written request for a renewal of its License by letter dated December 5, 2007, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, the Issuing Authority and Comcast engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for Comcast's continued operations and maintenance of its Cable Television System in the Town of Sudbury;

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, on March 10th, 2009, to (1) ascertain the future cable related community needs and interests of Sudbury, and (2) review the performance of Comcast during its current license term.

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

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ARTICLE 1. DEFINITIONS

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

- (1) **Access:** The right or ability of any Sudbury resident and/or any persons affiliated with a Sudbury institution to use designated PEG Access facilities, equipment and/or Licensee-owned channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) **Access Channel:** A Licensee-owned channel which the Licensee shall make available to the Town of Sudbury and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- (3) **Access Corporation:** An entity which may be designated by the Issuing Authority from time to time, as responsible for operating and managing public, educational and governmental PEG Access funding, equipment and channels on the Cable Television System.
- (4) **Affiliate or Affiliated Person:** Another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- (5) **Basic Service:** Any service tier which includes the retransmission of local television broadcast signals.
- (6) **CMR:** The acronym for Code of Massachusetts Regulations.
- (7) **Cable Act:** Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996), as may be amended from time to time.
- (8) **Cable Advisory Committee:** The Cable Television Advisory Committee, or a single Cable Advisor, as appointed and designated by the Issuing Authority.
- (9) **Cable Division:** The Cable Television Division of the Massachusetts Department of Telecommunications and Cable, or any successor agency.
- (10) **Cable Service or Service:** The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services.
- (11) **Cable Television System or Cable System:** A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

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- (12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- (13) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- (14) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (15) Department of Public Works or DPW: The Department of Public Works of the Town of Sudbury, Massachusetts.
- (16) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (17) Drop: The cable that connects an Outlet to the Institutional Network, or to a feeder cable of the Cable System.
- (18) DVR: Digital Video Recorder.
- (19) Educational Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority or its designee(s) for use by, among others, educational institutions and/or educators wishing to present non-commercial educational Programming and/or information to the public.
- (20) Execution Date: March 10th, 2009.
- (21) FCC: The Federal Communications Commission, or any successor agency.
- (22) Government Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority for use by, among others, those Persons and/or its designees wishing to present non-commercial governmental Programming and/or information to the public.
- (23) Gross Annual Revenues: Revenues received by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest earned on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. 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 Revenues shall also include the Gross Revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.
- (24) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
- (25) Hub or Hub Site: A sub-Headend, generally located within a cable television community, owned, operated and maintained by the Licensee, use of which may include, but not be limited to Signal processing or switching..
- (26) Institutional Network ("I-Net"): The Licensee-owned fiber-optic network connecting Town buildings and schools, for the exclusive non-commercial use of the Town, its departments and/or its designees.

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- (27) Institutional Network Administrator: The employee or representative of the Town, or his or her designee, designated by the Issuing Authority, with responsibility for the overall administration and management of the I-Net.
- (28) Issuing Authority: The Board of Selectmen of the Town of Sudbury, Massachusetts, pursuant to M.G.L. 166A.
- (29) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (30) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Sudbury or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.
- (31) Licensee: Comcast of Massachusetts, III, Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (32) Normal Business Hours: Those hours during which most similar businesses in Sudbury 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.
- (33) Origination Capability or Origination Point: An activated Outlet and connection to the I-Net, allowing a User(s) to transmit a Signal(s) to a designated location.
- (34) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.
- (35) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or group-of-channels basis.
- (36) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (37) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (38) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (39) PEG Access Channels: Any Licensee-owned channel(s) made available for the presentation of PEG Access Programming.
- (40) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (41) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (42) Public Access Channel: A Licensee-owned channel on the Cable System made available by the Licensee to the Issuing Authority or its designee(s) for use by, among others, Sudbury residents, organizations and/or its designees wishing to present non-commercial Programming and/or information to the public.
- (43) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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- (44) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (45) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter, or other Licensee-enabled decoding device.
- (46) Signal: Any transmission of electromagnetic or optical energy carried from one location to another.
- (47) State: The Commonwealth of Massachusetts.
- (48) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.
- (49) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.
- (50) Town: The Town of Sudbury, Massachusetts.
- (51) Town Counsel: The Town Counsel of the Town of Sudbury, Massachusetts.
- (52) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.
- (53) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
- (54) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.
- (55) VCR: The acronym for video cassette recorder.
- (56) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2. GRANT OF RENEWAL LICENSE

Section 2.01 GRANT OF RENEWAL 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 Sudbury, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Sudbury.
- (b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all 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 operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Sudbury within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Sudbury. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger 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) Grant of this Renewal License shall 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 and any special laws or Town by-laws and/or regulations enacted hereafter. The Licensee reserves the right to appeal any such dispute in a court of competent jurisdiction.

Section 2.02 TERM OF RENEWAL LICENSE

- (a) This Renewal License shall commence on the Execution Date. The period from the Execution Date through November 5, 2010 represents the unexpired term of the previous renewal license, dated November 6, 2000, and, as such, the terms herein constitute an amendment and restatement of said previous renewal license.
- (b) The term of this Renewal License shall extend through November 5, 2020.

Section 2.03 NON-EXCLUSIVITY OF RENEWAL LICENSE

- a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Sudbury, or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.
- (b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.
- (i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License,

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the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. The Issuing Authority shall convene said hearing within forty-five (45) days of such request, unless otherwise agreed to by the Issuing Authority and the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested in order to justify its belief.

(ii) Should the Licensee demonstrate, and the Issuing Authority reasonably finds, that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

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

Section 2.04 POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations, and any by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

Section 2.05 REMOVAL OR ABANDONMENT

Upon termination of this Renewal License, by passage of time or otherwise, unless (1) the Licensee has had its license renewed for another term, or (2) the Licensee transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.06 below, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution Systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.06 TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. Under 207 CMR 4.00, an "affiliated company" is any person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity.

(c) Subject to applicable law, in considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's management experience, technical expertise, financial capability, and legal ability to operate the Cable System under the Renewal License, and may consider other criteria allowable under applicable federal and/or State law(s) and/or regulation(s).

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- (d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.
- (e) The Licensee shall submit to the Issuing Authority the application and FCC Form 394 requesting such transfer or assignment consent.
- (f) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties, in accordance with applicable law.
- (g) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.07 EFFECT OF UNAUTHORIZED TRANSFER ACTION

- (a) Any transfer of the Cable System without complying with Section 2.06 above shall be null and void, and shall be deemed a material breach of this Renewal License and shall be subject to Section 11.1 infra and Section 11.2 infra.
- (b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.
- (c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3. SYSTEM DESIGN

Section 3.01 SUBSCRIBER NETWORK

- (a) The Licensee shall continue to operate and make available to all residents of the Town its existing 750 MHz Subscriber Network.
- (b) The Licensee shall transmit all of its Signals to Sudbury Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.02 INSTITUTIONAL NETWORK

- (a) The Licensee shall continue to operate, maintain, service, and repair its fiber-optic I-Net in the Town for the Town's non-commercial use for the entire term of this Renewal License. The I-Net shall conform to the design specifications contained in Exhibit 1, attached hereto. The Licensee shall keep the I-Net properly maintained for purposes of "24/7" operation.
- (b) Said I-Net shall consist of six (6) fiber-optic cables, to be allocated to the Town as follows:
- (i) four (4) fibers for the Town's use pursuant to this Section 3.02; and
 - (ii) two (2) fibers for the Town's spare use.
- (c) The Licensee shall provide and maintain one (1) I-Net Drop, without charge to the Town and/or any designated institutions, to each of the municipal buildings ("I-Net Buildings") identified in **Exhibit 2**. Additional I-Net Drops, if any, in excess of the above shall be installed by the Licensee subject to payment by the Town of the Licensee's actual costs for time and materials plus a reasonable rate of return in accordance with applicable law(s). The location of all I-Net Drops shall be determined jointly by the Licensee and the Issuing Authority, or its designee(s). The Licensee shall discuss the location of each Drop with the appropriate officials in each I-Net Building(s), prior to the installation of such Drop. The Issuing Authority shall designate such officials in writing to the Licensee.
- (d) The I-Net shall be capable of transmitting any and all Signals that were and/or are being transmitted by the Town, Lincoln-Sudbury Regional High School, and the Sudbury Public Schools as of and prior to the Execution Date of this Renewal License (hereinafter referred to as the "I-Net Signals"), from and among those I-Net Buildings listed in **Exhibit 2** attached hereto and made a part hereof. Said capability includes, but is not limited to (i) live Origination Capability and transmission of Video Programming onto the PEG Access Channels; (ii) transmission of Video Programming between Town and Sudbury Public School Buildings or Lincoln-Sudbury Regional High School; and (iii) transmission of other I-Net Signals between Town and Sudbury Public School buildings or Lincoln-Sudbury Regional High School. The I-Net shall be capable of transmitting the Town's I-Net Signals between the I-Net Buildings designated by the Issuing Authority during the term of the Renewal License. All such Town I-Net Signals, Sudbury Public School I-Net Signals, and Lincoln-Sudbury Regional High School I-Net Signals, shall be transmitted on separate "channels" within each fiber, or on separate fiber pairs. Designated Users shall be able to transmit I-Net Signals to other institutions using modulators or similar appropriate Signal processing equipment provided by the Licensee. Any and all I-Net Signals on the I-Net shall be those specified by the Town.
- (e) At its sole cost and expense, the Licensee shall provide, install and maintain all equipment required to enable the I-Net to meet the I-Net Signal uses delineated in paragraph (d) above and Exhibit 1 hereto, including, but not limited to, termination equipment, which equipment shall include a video termination node and RF modulator connected to the first fiber pair at each I-Net Building with Origination Capability as designated in **Exhibit 2**.
- (f) Upon the Execution Date of this Renewal License, the Licensee shall deed to the Town all existing 100Mb/s data termination equipment connected to the additional I-Net fiber pair, referenced in paragraph (b)(ii) above, located at each I-Net Building, and all existing 100Mb/s data switching equipment located at the Flynn Building Hub for (\$1.00)

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One Dollar. The Licensee shall not charge the Issuing Authority and/or the Town for such equipment, nor shall the Licensee in any manner pass-through to Sudbury Subscribers the costs of such equipment.

(g) The Licensee's I-Net Hub Site shall continue to be located at the Flynn Building, without charges of any kind to, and/or by, the Licensee, Issuing Authority and/or the Town. The Town shall provide the Licensee with adequate space for I-Net equipment on or in Town property. The Licensee's equipment rack shall not be made available to accommodate or house Town-owned equipment. The Town shall be responsible for providing separate space for its own I-Net equipment. If the Issuing Authority decides to relocate the I-Net Hub Site, it will do so at its own expense and at no cost to the Licensee.

(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 to applicable FCC standards. Proof of Performance tests shall be made available to the Issuing Authority and/or its designee upon reasonable written 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 during Normal Business Hours, and by 7:00 a.m. the next business day during non-business hours.
- (3) The Town shall identify, and provide to the Licensee, the name and a telephone number for the I-Net Administrator.
- (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 make its best effort to provide a minimum of one (1) week notice to the I-Net Administrator, except in emergency situations and/or 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.
- (6) All requests for I-Net maintenance shall be coordinated by the I-Net Administrator.
- (7) The Licensee shall have responsibility for, and control of, I-Net channel assignments. The I-Net Administrator shall be informed of any changes regarding I-Net channel assignments before any such changes are instituted by the Licensee.

(i) The Town shall have the right hereto to use the I-Net for any non-commercial I-Net Signal transmission purposes whatsoever without charges of any kind levied by the Licensee.

(j) All remote I-Net video transmissions shall be sent on an Upstream Channel to the I-Net Hub, where such transmissions shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the I-Net or the Subscriber Network. The Licensee shall be responsible for the connecting and reprocessing of all Upstream Channel video Signals to the appropriate Subscriber Network Downstream Channels. Said switching shall be performed by the Licensee at no cost to the Issuing Authority and/or the Town.

(k) The Licensee shall have the sole responsibility for maintaining, repairing, and operating the entire I-Net, as well as isolating failures to individual components thereto; provided, however, that the Licensee shall not be responsible for the repair or replacement of any component owned by the Town, or any component owned by the Licensee but damaged due to a negligent act of a Town I-Net User.

(l) 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 but installed and maintained by the Town or other authorized I-Net User, the Licensee shall resolve such technical problem(s) promptly. Should such problem(s) 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, in writing, a performance test of the I-Net, should such problem(s) persist. The Licensee shall initiate such performance tests within seven (7) days of its receipt of any such written request, and

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then correct the problem within an additional 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 additional seven (7) day period.

(l) The Licensee shall be responsible for all necessary I-Net inspections and performance tests. I-Net performance tests shall be performed at least once every six (6) months. Test results shall be submitted to the I-Net Administrator upon his or her written request.

(m) For the term of this Renewal License, the Licensee shall hold all rights and title in the I-Net, but shall provide the Town the exclusive right to use the I-Net, without charge(s), throughout the term of this Renewal License.

(n) The I-Net shall not be physically and/or directly connected to and/or with the Cable System and/or facilities of any other Cable System operator in the Town without the express written permission of the Licensee and such other Cable System operator.

Section 3.03 EMERGENCY ALERT SYSTEM

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.04 PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) and regulations governing Subscribers' capability to control the reception of any channels being received on their television sets.

Section 3.05 NOTICE CONCERNING CONSTRUCTION ACTIVITIES

During any future, major upgrade of its Cable System, at reasonable intervals, 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 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.