EPSTEIN & AUGUST, LLP
ATTORNEYS AT LAW
875 Massachusetts Avenue, Suite 31
CAMBRIDGE, MA 02139
Tel: (617) 951-9909

William August, Esq.
Peter Epstein, Esq.

November 11, 2026

Ursula Estremera, Dept Secretary
Mass. Department of Telecommunications and Cable
One Federal Street, Suite 0740
Boston, MA 02110

RE: Town of Wellesley e-filing of Verizon Renewal License

Dear Secretary Estremera:

The Town of Wellesley Select Board, in its capacity as statutory cable television license Issuing Authority, awarded a non-exclusive renewal license to Verizon New England, effective November 6, 2026, a copy of which is transmitted herewith. The Town has requested that I file the renewal license with the Department with this letter as the Issuing Authority's written public statement reporting the license grant pursuant to 207 Code of Massachusetts Regulations 3.06.

The Issuing Authority states as reasons for the grant that it found that the Licensee, among other things, substantially met the renewal criteria set forth in the Cable Act, 47 U.S.C. §546 and 207 CMR 3.06 as stated in the Select Board's motion to approve the renewal license. Further to the foregoing, the Issuing Authority found that the Licensee has the financial, legal and technical ability qualifying it to operate a cable system under a renewal license and Licensee's proposals were reasonable to meet the cable needs of the Town and public. The Licensee's commitments to support the Town's local channels and operations were, among other things, material reasons for the Issuing Authority's renewal grant.

Please enter this statement in the Department's files with the Town of Wellesley's renewal license, as applicable. Thank you for your attention to this matter.

Very truly yours,

William August

Enclosure

cc: Meghan Jop, Executive Director of Government Services, Town of Wellesley
Select Board, Town of Wellesley
Peter Epstein, Epstein & August, LLP
John Harrington, Counsel to Verizon

CABLE TELEVISION
RENEWAL LICENSE

GRANTED TO
VERIZON NEW ENGLAND INC.

EFFECTIVE NOVEMBER 6, 2026

THE SELECT BOARD

TOWN OF WELLESLEY,
MASSACHUSETTS

OCTOBER 6, 2026

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EXHIBIT

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE SUBJECT TO SECTION 3.3

THIS CABLE TELEVISION RENEWAL LICENSE (this "Renewal License" or "Agreement") is entered into by and between the Select Board of the Town of Wellesley (the "Town"), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, and Verizon New England, Inc., a corporation duly organized under the applicable laws of the State of New York (the "Licensee").

WHEREAS, the Issuing Authority is a "franchising authority" in accordance with Section 602(10) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to M.G.L. Chapter 166A;

WHEREAS, the Issuing Authority granted to the Licensee, effective as of November 6, 2021, a nonexclusive Cable Television Renewal License to install, maintain, extend, and operate a Cable System in the Town for a term of five (5) years (the "2021 Renewal License");

WHEREAS, the Licensee has operated a Cable System in accordance with the 2021 Renewal License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the 2021 Renewal License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of the Licensee and has determined that the Licensee is and has been in material compliance with the 2021 Renewal License and applicable law;

WHEREAS, pursuant to and in accordance with federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the 2021 Renewal License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and the Licensee have agreed on the terms for a renewal license under which the Licensee will continue to operate its Cable System in the Town;

NOW, THEREFORE, in consideration of the Issuing Authority's grant of a Renewal License to the Licensee, the Licensee's commitment to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Renewal License. For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein. 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. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which the Licensee shall make available to the Town of Wellesley and/or its PEG Access Designee(s) without charge for for the transmission of non-commercial PEG Video Programming as directed by the Issuing Authority and in accordance with the terms of this Renewal License.

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

1.3. *Basic Service Tier*: Shall be defined herein as it is defined in the Cable Act with respect to any service tier which includes the retransmission of local television broadcast signals.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable or successor state governmental agency.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning 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 Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR:* The Code of Massachusetts Regulations.

1.9. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.10. *Communications Act*: The Communications Act of 1934, as amended.

1.11. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service 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.

1.12. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.13. *Educational Access Channel*: An Access Channel available for the non-commercial use of local educational institutions in the Town, as well as the PEG Access Designee, as determined by the Issuing Authority.

1.14. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.15. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; pandemics; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays caused by parties other than the Licensee.

1.16. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this Renewal License.

1.17. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or the PEG Access Designee to present non-commercial governmental or government-related programming as determined by the Issuing Authority.

1.18. *Gross Revenues*: All revenues derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: fees, charges and payments collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, video-on-demand Cable Services and pay-per-view Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues

received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and all fees, charges and costs imposed on the Licensee by this Renewal License and applicable law that are passed through and paid by Subscribers ("fee-on-fee") in accordance with applicable law. For the avoidance of doubt, Gross Revenues shall include the amount of the Licensee's gross advertising revenue (i.e., without netting advertising commissions paid to third parties), calculated in accordance with generally accepted accounting principles. Should any service provided by Licensee over the Cable System be classified as a Cable Service by a final determination or ruling of any agency or court having jurisdiction, after the exhaustion of all appeals related thereto, the Issuing Authority shall be entitled, after written notification to Licensee including the order memorializing said determination or ruling, to include revenue from Licensee's provision of such service as Gross Revenues, and Licensee shall include revenue from its provision of such service as Gross Revenues on a going forward basis commencing within ninety (90) days following receipt of the Issuing Authority's written notice. Gross Revenues shall be determined in accordance with generally accepted accounting principles; provided, however, that Gross Revenues shall not include:

1.18.1. Revenues received by any of the Licensee's Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the Town;

1.18.2. Actual bad debts written off by the Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenues during the period so collected;

1.18.3. Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (ii) the Licensee's provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barters, services or other items of value instead of cash revenue then such items shall be included in Gross Revenues;

1.18.4. Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.18.5. Any revenues of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a third-party payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenues; (For clarification, as set forth in the inclusions above, Gross Revenues shall include revenues that the Licensee receives from home shopping

channels as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers);

1.18.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the Town to pay (and does pay) License Fees to the Town on the resale of the Cable Services;

1.18.7. Any tax, fee or assessment of general applicability imposed by a Town, State, federal or other governmental entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees);

1.18.8. Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and any other Subscriber equipment for the provision of Cable Service over the Cable System; and

1.18.9. Any fees or charges collected from Subscribers for the PEG Access Capital Funding (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the Town).

1.19. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or such higher resolution as the Licensee determines in its sole discretion.

1.20. *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.21. *Issuing Authority*: The Select Board of the Town of Wellesley, Massachusetts.

1.22. *Leased Access Channel*: A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

1.23. *License Fee or Franchise Fee*: The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 622(g) of the Communications Act and Section 9 of M.G.L. Chapter 166A.

1.24. *Licensee*: Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.25. *M.G.L. Chapter 166A*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.26. *Non-Cable Services*: Any service that does not constitute Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services and Telecommunications Services.

1.27. *PEG*: Public, educational, and governmental.

1.28. *PEG Access Channel*: An Access Channel made available to the Town and/or the PEG Access Designee for the presentation of PEG Access Programming pursuant to the terms of this Renewal License.

1.29. *PEG Access Designee*: The non-profit, non-commercial entity or entities, or municipal department designated by the Issuing Authority of the Town of Wellesley, that is responsible for operating and managing the use of PEG Access Channels, facilities, funding and programming in the Town subject to applicable law and such lawful Issuing Authority oversight as consistent with the terms hereof.

1.30. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this Renewal License, and applicable laws.

1.31. *Person*: Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.32. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.33. *Public Access Channel*: An Access Channel made available by the Licensee for the non-commercial use by the residents and organizations and entities based in the Town and/or the PEG Access Designee.

1.34. *Public Rights-of-Way*: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parkways, bulkheads, piers, dedicated public utility easements, and public grounds and all other publicly owned real property within or belonging to the Town, now or hereafter existing so long as such public grounds or other publicly owned real property are in use for compatible easements. Public Rights-of-Way do not include the airspace above a right-of-way with regard to cellular or other non-wire communications or broadcast services. Reference herein to "Public Rights-of-Way" shall not be construed to be a representation or guarantee by the City 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 City greater than those already possessed by the City.

1.35. *Renewal License*: The non-exclusive Cable Television Renewal License to be granted to the Licensee, as provided herein.

1.36. *Service Area*: The entire existing territorial limits of the Town.

1.37. *Standard Definition (SD) PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution up to 480i.

1.38. *Standard Installation*: Residential installations where the Subscriber is within one hundred fifty (150) feet (for aerial drops) and one hundred (100) feet (for underground drops) of the Licensee's Cable System, as described in Section 3.3 below.

1.39. *State*: The Commonwealth of Massachusetts.

1.40. *Subscriber*: Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee's express permission.

1.41. *Telecommunications Facilities*: The Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.42. *Telecommunications Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.43. *Title II*: Title II of the Communications Act.

1.44. *Title VI*: Title VI of the Communications Act.

1.45. *Town*: The Town of Wellesley, Massachusetts.

1.46. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.47. *Video Service Provider or VSP:* Any entity using, crossing, and/or occupying the Public Rights-of-Way to provide Video Programming to multiple Subscribers within the territorial boundaries of the Town, which entity the Issuing Authority has the lawful authority to regulate or otherwise control.

2. GRANT OF RENEWAL LICENSE AUTHORITY

2.1. *Grant of Authority*: Subject to the terms and conditions of this Renewal License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This Renewal License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right

of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the FTTP Network is constructed, operated, and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), the Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is and/or was constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services to Subscribers within the Town and shall not include the Telecommunications Facilities of the Licensee. Nothing in this Renewal License shall be construed to prohibit the Licensee from offering any service over the Cable System that is not prohibited by federal or State law provided that any requirements for Town authorization or permitting are not inconsistent with federal and State law.

2.3. *Term*: The term of this Renewal License shall be for a period of five (5) years, commencing on November 6, 2026 (the "Effective Date"), and shall expire at midnight on November 5, 2031, unless the Renewal License is earlier terminated by Licensee pursuant to the terms of Section 2.4 or 2.5 of this Renewal License or revoked by the Issuing Authority as provided herein.

2.4. *Termination*: Notwithstanding any provision herein to the contrary, following the twenty-fourth (24th) month after the Effective Date, Licensee may terminate this Renewal License and all obligations hereunder at any time during the remaining term of this Renewal License for any reason, in Licensee's sole discretion, upon three hundred sixty five (365) days' written notice to the Issuing Authority.

2.5. *Modification*:

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

Grant and PEG Access Support, as respectively provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5.1, 2.5.2 or 2.5.3.

2.5.2. Licensee's notice pursuant to Section 2.5.1 shall specify the cable franchise, cable license or similar agreement and the materially less burdensome terms or conditions as set out in Section 2.5.1 above. Licensee shall respond to reasonable information requests from the Town, as may be necessary to review the same.

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

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

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

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

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

2.5.4. Modification of the PEG Grant and PEG Access Support under this License shall, as applicable, be in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder. As stated above, the PEG Grant and PEG Access Support are not subject to modification under Sections 2.5.1, 2.5.2 or 2.5.3.

2.6. *Grant Not Exclusive*: This Renewal License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Renewal License. The issuance of additional cable license(s) shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

2.7. *Renewal License Subject to Applicable Federal and State Law*: This Renewal License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

2.8. *Compliance with Federal and State Privacy Laws*: Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or by-laws which conflict with such applicable

federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

2.9. *No Waiver*:

2.9.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this Renewal License, M.G.L. Chapter 166A or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse the Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.9.2. The failure of the Licensee on one or more occasions to exercise a right under this Renewal License or applicable law, or to require performance under this Renewal License, shall not be deemed to constitute a waiver of such right or of performance of this Renewal License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.10. *Construction of Renewal License*: The provisions of this Renewal License shall be liberally construed to effectuate their objectives. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.11. *Police Powers*: Nothing in this Renewal License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, provided that the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this Renewal License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this Renewal License.

2.12. *Transfer of the Renewal License*:

2.12.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.12.2 below, the Licensee shall not transfer this Renewal License without the prior written consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such one hundred twenty (120) day period, then the application shall be deemed approved, unless said one hundred twenty (120) day period is extended by the written mutual consent of the parties.

2.12.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this Renewal License in connection with any transaction that does

not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following: (i) (A) a transfer of an ownership or other interest in the Licensee to the parent of the Licensee or to another Affiliate of the Licensee; (B) a transfer or assignment of this Renewal License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this Renewal License or the Cable System in order to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.12.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this Renewal License, the Issuing Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this Renewal License, and any other criteria allowable under applicable law and/or regulation.

2.12.4. The consent or approval of the Issuing Authority to a transfer of this Renewal License shall not constitute a waiver or release of the rights of the Town under this Renewal License.

2.12.5. In the event that this Renewal License is transferred, the transferee shall be subject to all of the terms and conditions contained in this Renewal License.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area*: Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Town, except: (A) for periods of Force Majeure; (B) for periods of delay resulting from the Licensee's inability to obtain authority from the Town to access Public Rights-of-Way in the Service Area; (C) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (D) in developments or buildings that the Licensee cannot access under reasonable terms and conditions after good faith negotiations, as determined in good faith by the Licensee; and (E) in developments, buildings or other residential dwelling units where the Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.2. *Availability of Cable Service*: The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in accordance with Section 3.1 above. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within one hundred fifty (150) feet (for aerial drops) and one hundred (100) feet (for underground drops) of trunk or feeder lines not otherwise already served by the Licensee's FTTP Network. The Licensee shall be allowed to recover, from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that

exceed one hundred fifty (150) feet (for aerial drops) and one hundred (100) feet (for underground drops), and actual costs incurred to connect any non-residential dwelling unit Subscriber subject to Licensee not undertaking any such connection until the Subscriber consents to reimburse the Licensee for the cost, the cost of which shall, if requested by the Subscriber, be disclosed to the Subscriber in advance of Licensee's work on such a connection.

3.3. *Cable Service to Public Buildings*: In accordance with applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), within a reasonable period of time following the Effective Date, the Licensee shall provide not less than one hundred twenty (120) days written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, the Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town, as required by M.G.L. Chapter 166A, Section 5(e) at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the License within the meaning of 207 CMR 3.07. For clarification, prior to Licensee providing not less than one hundred twenty (120) days written notice, or later notice, to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order's requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license as set forth above, Licensee shall continue to provide basic Cable Service to the public buildings designated in **Exhibit A** to the extent provided as of the Effective Date hereof and subject to the terms hereof and shall be governed by M.G.L. c. 166A § 5 with respect to additional municipal and public school buildings along the cable routes until such time as said notice is implemented by Licensee.

4. SYSTEM FACILITIES

4.1. *System Characteristics*: The Licensee's Cable System shall be operated as an active two-way plant for Subscriber interaction, if any, required for the selection or use of Cable Service using sufficient bandwidth with an initial digital carrier passband between 50 and 860 MHz and/or industry standard Open Systems Interconnection (OSI) model elements.

4.2. *Emergency Alert System*: The Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability*: The Licensee shall comply with all applicable requirements of federal law governing Subscribers' capability to control the reception of any Channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels:*

5.1.1. The Licensee shall continue to make available to the Issuing Authority and/or the PEG Access Designee, as designated in writing by the Issuing Authority, three (3) SD PEG Access Channels and one (1) HD PEG Access Channel. The programming on the HD PEG Access Channel shall be distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from distinct programming to an HD simulcast of an existing SD PEG Access Channel, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee, which change shall not occur more than once during the Renewal License term. Additionally, the Issuing Authority and/or the PEG Access Designee may elect to replace all or fewer SD PEG Access Channels with replacement in HD PEG Access Channels by providing written notice to Licensee. Licensee shall make each HD PEG Access Channel available to the Issuing Authority or the PEG Access Designee to replace each SD PEG Access Channel within two hundred seventy (270) days of Licensee's receipt of a written request from the Issuing Authority and/or the PEG Access Designee specifying the SD PEG Access Channel to be replaced with an HD PEG Access Channel.

5.1.2. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or 1080i. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term of this Renewal License. The Issuing Authority expressly acknowledges that an HD PEG Access Channel may not be available at all times during the term of this Renewal License on Licensee's Basic Service Tier, and in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge. Only to the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or thePEG Access Designee , the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Town and/or the PEG Access Designee determine to use such PEG Access capacity for PEG Access Channel purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.2. *PEG Interconnection:*

5.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee located at 485 Washington Street, Wellesley, Massachusetts (the "PEG Interconnection Site"). The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's PEG and/or PEG Access Designee's PEG Access Channel equipment shall be at the output of the Town's signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point. The Town and/or the PEG Access Designee shall be solely responsible for ensuring all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format for the SD PEG Access Channels and in HD-SDI format with a resolution of 720p or 1080i for the HD PEG Access Channel, with either mono or stereo audio signals. The Licensee shall not be obligated to provide the Town or the PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's or PEG Access Designee's side of the demarcation point. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

5.2.2. The Licensee may charge the Issuing Authority for costs associated with any of the following: (i) an upgrade by the Licensee of equipment on its side of the demarcation point where the need for such upgrade is initiated solely by the Issuing Authority or the PEG Access Designee in writing only; (ii) a physical relocation by the Licensee of a connection on the Licensee's side of the demarcation point where the need for such relocation is initiated solely by the Issuing Authority or the PEG Access Designee in writing only; (iii) a physical re-installation and/or replacement by the Licensee of a connection on the Licensee's side of the demarcation point where the need for such re-installation and/or replacement is initiated solely by the Issuing Authority or the PEG Access Designee in writing only; or (iv) a physical installation by the Licensee of a new connection on its side of the demarcation point if initiated solely by the Issuing Authority or the PEG Access Designee in writing only. Any upgrade or change referenced in subsections (i) through (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, or in order to remedy a defect in equipment or facilities Licensee is responsible for pursuant to this License, including with respect to video or audio quality, shall not be deemed to be "initiated" by the Issuing Authority or the PEG Access Designee, and Issuing Authority shall not be liable for any costs associated therewith. The Issuing Authority's responsibility for the above costs is subject to the Licensee's prior disclosure of all such costs in writing and the Issuing Authority's express written consent to such costs.

5.3. *PEG Grant and PEG Access/Cable-Related Support:*

5.3.1. *PEG Grant and Payments:*

5.3.1.1. The Licensee shall provide funding to the Issuing Authority, or to the PEG Access Designee if requested in writing by the Issuing Authority, a PEG Grant to be used for PEG Access Channel capital funding purposes in the total amount of One Hundred

Forty-Two Thousand Three Hundred Ninety-Five Dollars ($142,395) (the "PEG Grant"), payable in three (3) equal installments of Forty-Seven Thousand Four Hundred Sixty-Five Dollars ($47,465) each, within forty-five (45) days of the Effective Date, and on the first (1st) and second (2nd) anniversaries of the Effective Date, respectively.

5.3.1.2. The PEG Grant shall not be counted against either the PEG Access Support payments, or any License Fee. The Issuing Authority and/or PEG Access Designee, as determined by the Issuing Authority, shall own all equipment purchased with the PEG Grant, and the Licensee shall have no obligation to maintain, repair, replace or insure any such equipment.

5.3.1.3. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligations set forth above, the Licensee's obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total capital payment per subscriber required to be made by any such VSP to the Town. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Town. Notwithstanding the foregoing, if at any time during the term of this License, any other such VSP ceases to provide cash grants to the Town in support of the production of local PEG Access Channel programming in accordance with the terms of its respective cable license agreement, then Licensee's PEG Grant obligation shall also cease for so long as such other VSP's cash payments have ceased. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other VSP's failure to provide a cash grant in accordance with the schedule set forth in such VSP's license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

5.3.2. *PEG Access/Cable-Related Annual Support Funding and Payments:*

5.3.2.1. The Licensee shall provide annual funding to the Issuing Authority to be used for cable-related funding and to support ongoing operations of PEG Access. (the "PEG Access/Cable-Related Support Funding"). Such funding shall be used by the Town for cable-related purposes and/or by the PEG Access Designee for personnel, operating and other related expenses incurred in connection with PEG Access Programming operations.

5.3.2.2. The PEG Access/Cable-Related Annual Support Funding provided by the Licensee hereunder shall be five percent (5%) of the Licensee's annual Gross Revenues; provided, however, that if the renewal license of another cable operator (or its successor or assign) in the Town, provides for such operator to pay a lower percentage during such time period, then the percentage of the Licensee's PEG Access/Cable-Related Support Funding payments herein shall be reduced to match such lower percentage over that same time period. The PEG Access/Cable-Related payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenues report documenting, in reasonable detail, the Gross Revenues. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, or shall have the right to offset against future payments any payments that were incorrectly submitted, in

connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of this Section, the period for determining Gross Revenues shall be the preceding calendar quarter. The Licensee represents that, in accordance with the terms of its Final Cable License with the Issuing Authority dated November 6, 2006, and the 2021 Renewal License, when the Licensee bundled Cable Service with Non-Cable Service, the calculation of Gross Revenues (for purposes of calculating PEG Access Support payments to the Issuing Authority) was based on the cost of Cable Services as billed to Subscribers. The Licensee and the Issuing Authority agree to the continuation of this calculation methodology under this Renewal License. The parties agree that tariffed Telecommunications Services that cannot be discounted under State or federal law or regulation are excluded from the bundled discount allocation in this Section.

5.4. *Recovery of Costs:* To the extent permitted by applicable federal law, the Licensee may recover from Subscribers the costs of the PEG Access Capital Funding, the PEG Access/Cable-Related Annual Support Funding and any other costs, including interconnection costs, arising from the provision of PEG Access Channel/Cable-Related services and to include such costs as separately billed line items on each Subscriber's bill.

5.5. *Late Payments*: In the event that any of the PEG Access Capital Funding, the PEG Access/Cable-Related Support and/or the License Fee payments is or are not paid on or before the due date set forth in this Renewal License for such payments, then interest shall accrue from the due date until the date paid at the rate of two percent (2%) per annum above the Prime Rate, compounded annually.

5.6. *PEG Access Channel Maintenance/Technical Standards/Performance Tests*: The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System's commercial channels of similar format and resolution; provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the signal that it receives from the Town and/or the PEG Access Designee. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee's most recent annual performance tests.

5.7. *Censorship*: The Licensee, the Town and the PEG Access Designee shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access Programming on the Cable System. The Licensee acknowledges that the Issuing Authority retains ultimate control of the Educational and Government Access Channel programming notwithstanding the PEG Access Designee's responsibility for operating and managing the operation of the Educational and Government Access Channels.

5.8. *PEG Operational Rules*: The Issuing Authority and/or the PEG Access Designee, as determined by the Issuing Authority, shall establish rules and regulations that require all local producers and users of any of the PEG Access facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The PEG Access Designee shall establish rules and

regulations for use of PEG Access Channel facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this Renewal License subject to Educational and Government Access Channel facilities being subject to the Issuing Authority reservation of rights of ultimate control of rules and regulations regarding Educational and Government Access Channel facilities.

5.8. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee or PEG Access Channel user or producer is not a party to this Renewal License and that any provisions herein that may affect the PEG Access Designee are not intended to and shall not create any rights on behalf of any PEG Access Designee or PEG Access Channel user or producer. The Issuing Authority's written designation of the PEG Access Designee as the entity to receive payments under the Licensedoes not vest in the PEG Access Designee any right, title or privilege to receive payments under the License.

5.9. *Listing of PEG Access Programing On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide; however, the Licensee shall not be required to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.10. *PEG Access Channel Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of providing PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required to provide PEG Access Channel programming VOD in the Town.

6. LICENSE FEES

6.1. *License Fee*: Pursuant to Section 9 of M.G.L. Chapter 166A, the Licensee shall pay to the Town, throughout the term of this Renewal License, a license fee equal to fifty cents ($.50) per Subscriber per year or such other amount if so prescribed by a future amendment to State law.

6.2. *Maximum License Fee Obligation*: The Licensee shall not be liable for a total License Fee, pursuant to this Renewal License and applicable law in excess of five percent (5%) of annual Gross Revenues and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. 542 and FCC regulations and orders pursuant thereto.

6.3. *Payment Information:* In determining the License Fee pursuant to Section 6.1 above, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this Renewal License.

6.4. *Limitation on Actions*: The period of limitation for for the Town making a request or claim for recovery of any payment obligation under this Renewal License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. *Recomputation*:

6.5.1 Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.5 and/or pursuant to this Section 6.5. All amounts shall be subject to audit and recomputation by the Issuing Authority pursuant to this Section 6.5.

6.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this Renewal License, which audit shall be applicable to the previous three (3) year period in accordance with Section 6.4 above. If, after such audit and recomputation, the Issuing Authority determines that an additional fee is owed to the Town, then the Licensee shall be provided with a reasonable opportunity to review the results of such audit and to dispute any audit results, and shall pay any such undisputed amounts within thirty (30) business days after completion of such review, together with any applicable late charges calculated pursuant to Section 5.3.5 above.

6.6. *Method of Payment*: All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer unless otherwise designated by the Issuing Authority in written notice to the Licensee.

6.7. *Other Payment Obligations and Exclusions*: Subject to Section 622(g)(1) of the Communications Act, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliate 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 herein.

6.8. *Affiliates Use of System*: Use of the Cable System by any Affiliates of the Licensee shall be in compliance with applicable State and/or federal laws.

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions

contained in 207 CMR § 10.00, as amended. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2. *Outage Credits*: In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

7.3. *Denial of Service:* In accordance with applicable laws and regulations, nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, refusal to provide credit history information, refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by Licensee's terms and conditions of service.

8. REPORTS AND RECORDS

8.1. *Open Books and Records*: Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at a location reasonably and mutually convenient to the parties hereto the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town during Licensee's regular business hours and on a reasonable and non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Renewal License. Such notice shall specifically reference the section or subsection of this Renewal License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years subject to maintaining records that are the subject of a pending inquiry, if any, by the Issuing Authority, for so long as the parties are addressing such inquiry. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this Renewal License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required*: The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Services.

8.3. *Dual Filings*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

8.5. *Annual Performance Review*: The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall provide the Licensee with thirty (30) days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

8.6. *Quality of Service*: If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance*:

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this Renewal License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of five million dollars ($5,000,000) per occurrence for property damage and bodily injury and five million dollars ($5,000,000) general aggregate. Such insurance shall cover the construction,

operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance covering all owned, non-owned, hired and/or rented motor vehicles in the amount of one million dollars ($1,000,000) combined single limit each accident for bodily injury and property damage.

9.1.1.3. Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) $100,000 Bodily Injury by Accident; and (B) $100,000 Bodily Injury by Disease-each employee; and $500,000 disease-policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this Renewal License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s) the Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Rating of A-VII or better rating for financial condition and financial performance.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

9.2. *Indemnification*:

9.2.1. The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this Renewal License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within a period of time reasonably sufficient to allow Licensee to timely move to dismiss or answer the claim provided that such time of notice does not otherwise prejudice the Licensee's ability to defend the claim or action.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Issuing Authority, the Licensee shall have the right to defend, settle

or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the Town and the Town does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

9.3. *Performance Bond.* The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars ($50,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License. The performance bond shall be effective throughout the term of this Renewal License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, 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 construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 11 below. Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this Renewal License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this Renewal License, shall constitute a loss to the Town recoverable under the bond. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License. Recourse by the Town of remedies available under this Section shall not be exclusive of other lawful remedies available to the Town at law and equity.

10. RENEWAL OF LICENSE

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this Renewal License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The Town shall notify the Licensee of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

11. ENFORCEMENT AND TERMINATION OF LICENSE

11.1. *Notice of Violation*: If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this Renewal License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing

Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice").

11.2. *The Licensee's Right to Cure or Respond*: The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee's efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing*: In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 11.2 above, and if the Issuing Authority seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this Renewal License is a possible consequence. At any designated public hearing where revocation of this Renewal License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this Renewal License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

11.4. *Enforcement*: In the event the Issuing Authority, after the public hearing set forth in Section 11.3 above, determines that the Licensee is in default of any provision of this Renewal License, the Issuing Authority may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

11.4.2. Commence an action at law for monetary damages or seek other equitable relief;

11.4.3. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

11.4.4. In the case of a substantial noncompliance of a material provision of this Renewal License, seek to revoke this Renewal License in accordance with Section 11.5; or

11.4.5. Invoke any other lawful remedy available to the Town.

11.5. *Revocation*: In the event that the Issuing Authority determines that it will revoke this Renewal License pursuant to Section 11.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this Renewal License in lieu of revocation of this Renewal License.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties*: In any action by the Town or the Licensee that is taken pursuant to the terms of this Renewal License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Jurisdiction*: Jurisdiction and venue over any dispute, action or suit arising out of this Renewal License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

12.3. *Binding Acceptance*: This Renewal License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns.

12.4. *Preemption*: In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Renewal License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.5. *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 held in violation or default during the continuance of such inability.

12.6. *Acts or Omissions of Affiliates*: During the term of this Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the Town.

12.7. *Delivery of Payments:* The Licensee may use electronic funds transfer to make any payments to the Town required under this Renewal License.

12.8. *Warranties*: Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this Renewal License.

12.9. *Notices*: Unless otherwise expressly stated herein, notices required under this Renewal License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to the Licensee shall be to:

Verizon New England Inc.
111 Main Street
White Plains, NY 10601
Attention: Pamela Goldstein, Associate General Counsel

with a copy to:

Verizon
1 Verizon Way
Basking Ridge, NJ 07920
Attention: Sarah E. Lyzak, VP and Deputy General Counsel

Notices to the Issuing Authority shall be to:

Office of the Select Board
Town of Wellesley
Wellesley Town Hall
525 Washington Street
Wellesley, MA 02482-5992

with a copy to Town Counsel:

Miyares & Harrington, LLP
40 Grove Street, #190
Wellesley, MA. 02482
Attention: Thomas Harrington

12.10. 12.11. *Entire Agreement*: This Renewal License and the Exhibit hereto constitute the entire agreement between the Licensee and the Issuing Authority, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties.

12.12. *Captions*: The captions and headings of articles and sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and

provisions of this Renewal License. Such captions shall not affect the meaning or interpretation of this Renewal License.

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

12.14. *Recitals*: The recitals set forth in this Renewal License are incorporated into the body of this Renewal License as if they had been originally set forth herein.

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

12.16. *FTTP Network Transfer Prohibition*: Under no circumstances including, without limitation, upon expiration, revocation, termination, denial of renewal of this Renewal License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Renewal License.

12.17. *Interpretation*: The Issuing Authority and the Licensee each acknowledge that it has received independent legal advice in entering into this Renewal License. In the event that a dispute arises over the meaning or application of any term(s) of this Renewal License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Renewal License.

12.18. *No Third Party Beneficiaries*: The provisions of this Renewal License are for the benefit of the Licensee and the Issuing Authority and not for any other Person and nothing in this License shall be construed to create or confer any legal, equitable or other rights of any nature to any third party and no third party shall have recourse to legal, equitable or other claims of any nature arising from this License. Only the Licensee and Town shall have rights hereunder.

12.19. *Counterparts*: This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Renewal License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Renewal License.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 6TH DAY OF OCTOBER, 2026.

TOWN OF WELLESLEY
By its Select Board:

Marjorie R. Freiman, Chair

Thomas H. Ulfelder, Vice-Chair

Colette E. Aufranc

Kenneth C. Largess III

Elizabeth Sullivan Woods

VERIZON NEW ENGLAND INC.

By: Joseph E. Beasley
~~Joseph E. Beasley (Oct 20, 2026 11:35:02 EDT)~~
Joseph E. Beasley, Vice President

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE SUBJECT TO SECTION 3.3.

Subject to Section 3.3, the following public buildings and schools shall receive one Cable Service drop, outlet and monthly Basic Service:

(1) Town Hall, 525 Washington Street (2 drops Conference Room G & Great Hall)
(2) Police Station, 485 Washington Street
(3) Fire Station, 100 Central Street
(4) Fire Station/Civil Defense Headquarters, 457 Worcester Street
(5) Main Library, 530 Washington Street
(6) Wellesley Hills Branch Library, 210 Washington Street
(7) Fells Branch Library, 308 Weston Road
(8) Public Works Complex, 455 Worcester Street
(9) Sprague School, 79 Oak Street
(10) Bates School, 116 Elmwood Road
(11) Fiske School, 45 Hastings Street
(12) Hardy School, 493 Weston Road
(13) Hunnewell School, 28 Cameron Street
(14) Upham School, 35 Wynnewood Rd.
(15) Warren Building, 311 Walnut Street
(16) Middle School, Kingsbury (2 drops to be installed; one of which shall be at the school administration offices)
(17) Senior High School (4 drops to be installed)
(18) Schofield School; M.E.T. Office & Regional Educational Center, 27 Cedar Street
(19) Wellesley College, Central Street
(20) Babson College, Wellesley Avenue
(21) Massachusetts Bay Community College, 50 Oakland Street
(22) Dana Hall School, 53 Dana Road
(23) St. John's School, 9 Ledyard Street
(24) St. Paul's Parish School, 502 Washington Street
(25) Tenacre Country Day School, 78 Benvenue Street
(26) Newton-Wellesley Nursing Home, 694 Worcester Street
(27) Wellesley Community Center, 219 Washington Street
(28) Human Relations Service of Wellesley, 11 Chapel Place 20 Pelham Road