

City of Woburn
Massachusetts

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GRANT OF RENEWAL LICENSE

WITNESSETH

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

WHEREAS, RCN-BeCoCom, Inc. (the "Operator") submitted an informal proposal to the City of Woburn, dated October, 2009, for renewal of a license to construct, operate and maintain a Cable Television System in the City of Woburn; and

WHEREAS, the Issuing Authority and RCN-BeCoCom, Inc. did engage in good faith negotiations to further clarify said Proposal and did agree on terms to construct, operate and maintain a Cable Television System in the City of Woburn; and

WHEREAS, the Issuing Authority conducted a duly noticed public hearing on April 10, 2014;

NOW THEREFORE, the Issuing Authority, after consideration, analysis and deliberation of said proposal, negotiations, and the testimony provided at said public hearing does find as follows:

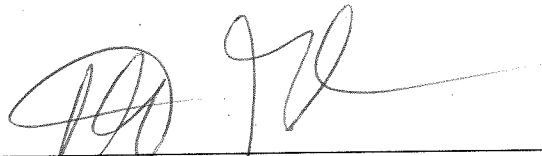
1. The Operator has substantially complied with the material terms of the existing franchise and applicable law;
2. The quality of the Operator's service, including signal quality, response to consumer complaints, and billing practices (without regard to the mix or quality of cable services or other services provided over the system) has been reasonable in light of community needs;
3. The Operator has the financial, legal and technical ability to provide the services, facilities and equipment as set forth in the Operator's proposal;

4. The Operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests; and,

5. It would be in the best interests of the City of Woburn to grant a non-exclusive Renewal License to the Operator.

BASED THEREON, and in accordance with MGL c.166A §13 and 207 CMR 3.06(1), the Issuing Authority does hereby grant a renewal license, subject to the terms and conditions set forth in the document negotiated by the parties and entitled "Cable Television Renewal License Granted to RCN-BeCoCom, Inc."

SUBMITTED this 17 th of April, 2014 by the Issuing Authority of the City of Woburn, MA.



Scott D. Galvin, Mayor

Witness: Joan M DiSarcina

Name (Print): JOAN M. DISARCINA

CABLE TELEVISION
RENEWAL LICENSE

GRANTED TO
RCN-BECOCOM, LLC

April 17, 2014

SCOTT D. GALVIN, MAYOR
CITY OF WOBURN
MASSACHUSETTS

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AGREEMENT

This Cable Television Renewal License entered into this 17 day of April, 2014, by and between RCN-BeCoCom, LLC, and the Mayor of the City of Woburn, 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 City of Woburn, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable cable television licenses to construct, operate and maintain a Cable Television System within the City of Woburn; and

WHEREAS, the Issuing Authority conducted a public hearing on April 10, 2014; and

WHEREAS, RCN-BeCoCom, LLC submitted an informal proposal to the City of Woburn, dated October, 2009, for renewal of a license to construct, operate and maintain a Cable Television System in the City of Woburn; and

WHEREAS, the Issuing Authority and RCN-BeCoCom, LLC did engage in good faith negotiations to further clarify said Proposal and did agree on proposals to construct, operate and maintain a Cable Television System in the City of Woburn; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, Cable Television System design and other proposals of RCN-BeCoCom, LLC; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of Woburn to grant a non-exclusive Renewal License to RCN-BeCoCom, LLC

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

ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. 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.

-City of Woburn Cable Television License-

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

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

(3) **Access Corporation or Non-Profit Access Corporation:** The entity, designated by the Issuing Authority of the City of Woburn, for the purpose of operating and managing the use of public access facilities and channels on the Cable Television System.

(4) **Advisory Committee:** The Cable Television Advisory Committee as appointed and designated by the Issuing Authority, from time to time.

(5) **Affiliate or Affiliated Person:** Any Person who or which directly or indirectly controls and owns an interest in the Licensee; any Person which the Licensee directly or indirectly controls and in which the Licensee owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in the Licensee; provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.

(6) **Application:** The renewal proposal submitted by RCN-BeCoCom LLC to the Issuing Authority of the City of Woburn in July, 2008.

(7) **Basic Service:** The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental Access Channels and all broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law, or this Renewal License to the extent it is not inconsistent with federal law.

(8) **CMR:** The acronym for Code of Massachusetts Regulations.

(9) **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).

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

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

-City of Woburn Cable Television License-

(12) 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 City.

(13) City: The City of Woburn, Massachusetts.

(14) City Solicitor: The City Solicitor of the City of Woburn, Massachusetts.

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

(16) 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.

(17) Converter: Any device changing the frequency of a Signal. A Subscriber converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(18) Department of Public Works ("DPW"): The Department of Public Works of the City of Woburn, Massachusetts.

(19) Digital Compression Technology: A technology within the cable television industry by which the Licensee may compress the existing channels, on a 5:1 basis (five NTSC channels can be transmitted on 6 MHz or more), or such other ratio as the Licensee in its discretion may choose to utilize.

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

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

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

(23) Effective Date of the Renewal License (the "Effective Date"): November 27, 2010.

(24) Execution Date of the Renewal License (the "Execution Date"): April 17, 2014.

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

-City of Woburn Cable Television License-

(26) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or his designees wishing to present non-commercial programming and/or information to the public.

(27) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the System; the provision of any Service Related Activity in connection with the operation of the System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected 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 and remote control rentals, leases or sales; studio and other facility and/or equipment rentals; any other Cable Service revenues as allowed by applicable law; advertising revenues; and revenue derived by the Licensee and/or any Affiliate(s) from the sale of products in any way advertised or promoted on the System. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

(28) 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.

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

(30) Institutional Network ("I-Net"): The dedicated two (2) strand fiber-optic cable, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority, his departments and designees and the Licensee.

(31) Issuing Authority: The Mayor of the City of Woburn, Massachusetts.

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

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

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(34) Licensee: RCN-BeCoCom LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(35) NTSC: The acronym for National Television Systems Committee.

(36) NCTA: The acronym for the National Cable Television Association.

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

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

(39) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis, in addition to the fee or charge for the Basic Service.

(40) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program basis, in addition to the charge or fee to Subscribers for the Basic Service, including Video on Demand

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

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

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

(44) Prime Rate: The prime rate of interest as published by Century Bank, 400 Mystic Avenue, Medford, MA.

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

(46) 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 City, now or hereafter existing. Reference herein to "Public Way" or "Street" 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.

(47) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

-City of Woburn Cable Television License-

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

(49) Service: Any Basic Service, any Pay Cable Service, or any other service (including Pay-per-View), whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the System.

(50) Service Related Activity: Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the System or the production or distribution of any Service over the System by any Person other than the Licensee, including, without limitation, operation of studio or any other facilities or equipment, billing, audience promotion, and/or installation or lease of equipment.

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

(52) State: The Commonwealth of Massachusetts.

(53) 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.

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

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

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

(57) 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.

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 GRANT OF RENEWAL LICENSE

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 Mayor of the City of Woburn, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive, revocable Cable Television Renewal License to the Licensee authorizing the Licensee to

-City of Woburn Cable Television License-

construct, install, operate and maintain a Cable Television System within the corporate limits of the City of Woburn.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all lawful City, State and Federal statutes and ordinances of general application.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Woburn within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the State of Massachusetts and the City of Woburn. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or City ordinances enacted hereafter, as attached hereto as Exhibit 1.

Section 2.2 TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on November 27, 2010 and shall expire on November 26, 2020, unless sooner terminated as provided herein or surrendered.

Section 2.3 NON-EXCLUSIVITY OF RENEWAL LICENSE

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 streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a cable television system within the City of Woburn; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

Section 2.4 POLICE AND REGULATORY POWERS

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

Section 2.5 REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, and unless: (1) the Licensee renews its license for another term; or, (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6 TRANSFER OF THE RENEWAL LICENSE

(1) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing, subject to fourteen (14) days duly published notice, upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment 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.

(2) 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 such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license, experience in the cable industry, performance in other communities, and any other criteria allowable under law and/or regulation.

(3) The consent or approval of the Issuing Authority to any assignment or transfer of this Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

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

(5) 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.

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(6) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

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

Section 2.7 EFFECT OF UNAUTHORIZED TRANSFER ACTION

(1) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall:

- (i) be deemed a material breach of this Renewal License; and,
- (ii) among other remedies available to the City, be subject to a liquidated damages assessment in Section 11.2 infra.

(2) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(3) 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 City.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1 SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate and maintain, at its sole cost and expense, a Hybrid Fiber Coax ("HFC") designed eight hundred sixty Megahertz (860 MHz) Subscriber Network, fully capable of carrying at least one hundred ten (110) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. The Subscriber Network shall conform, at a minimum, to the "Technical Description of Subscriber Network for the City of Woburn", attached hereto as Exhibit 2 and made a part hereof.

(b) Pursuant to Exhibit 3, attached hereto and made a part hereof, the Licensee shall continue to program a minimum of one hundred ten (110) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including the public, educational and governmental Access Channels.

(c) The Licensee shall continue to maintain throughout the term of this Renewal License, standby power at its Headend facility. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby

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

(d) The Licensee shall continue to equip the Subscriber Network Trunk and Distribution System and the Access Channels' dedicated cable between the public access studio and the Licensee's Hub Site with stand-by power supplies capable of at least two (2) hours of standby operations.

(e) The Licensee shall transmit all of its Signals to Woburn Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

(f) Licensee's obligation to extend its Cable Television System to unconstructed streets of the City shall be limited to those streets in which the Licensee's cost of construction is no greater than One Thousand Dollars (\$1,000.00) per dwelling unit, unless prospective subscribers within said streets agree to pay all the additional costs in excess of said amount of One Thousand Dollars (\$1,000.00).

Section 3.2 INSTITUTIONAL NETWORK

(a) Licensee shall continue to operate and maintain (including fiber and/or equipment repair and/or replace), at its sole cost and expense, a two (2) single mode fiber-optic Institutional Network ("I-Net") for the exclusive use of the City and/or its Designees. The I-Net shall comply in all respects with the "General Description of Woburn Institutional Network", including equipment specified therein, attached hereto as Exhibit 4 and made a part hereof. The two (2) single mode fiber-optic strands shall interconnect each of the buildings specified in Exhibit 5 to the Licensee's Hub location using a star network topology.

(b) The I-Net shall be capable of providing voice, video and data services between City buildings and other institutions specified in Exhibit 5. The Licensee shall provide professional consulting services to the City in order to facilitate video and data transmission capacity over the I-Net. Designated Users shall be able to transmit to other institutions using a modulator and/or other necessary equipment.

(c) Two (2) single mode fibers shall be terminated at each location requiring access to the I-Net. One (1) fiber shall be used for upstream transmission from the I-Net to the Licensee's Hub location in the City. The second fiber shall be used for downstream transmissions.

(d) Unless noted otherwise in Exhibit 5, the Licensee shall continue to provide, free of charge, an I-Net Drop and Outlet(s) to each of the institutions listed in Exhibit 5 of this Renewal License. The Licensee shall supply the appropriate connector so as to allow the User(s) origination capability at the institutions specified in said Exhibit 5.

(e) The Licensee shall: (i) make available to the City a reasonable amount of professional consultation regarding the operation of the I-Net, from its in-house personnel, on an annual basis; (ii) respond to the City within two (2) hours of notification (at such points of

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contact as Licensee shall designate) from the City of an I-Net service problem; and, (iii) provide such grant (\$50,000.00) as is set forth at Exhibit 7, attached hereto and made a part hereof.

(f) Construction, installation and activation of each designated Drop and Outlet specified in Exhibit 6 shall be completed within sixty (60) days of designation by the City, for aerial Drops, and within one hundred twenty (120) days of designation by the City, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall: (i) supply the specified switch (a pair of Moxa EDS 508A single mode switches or comparable product) so as to allow the User(s) transmission capability at the locations specified in said Exhibit 6; and, (ii) shall discuss the location of each connection with the appropriate officials for each of the facilities designated to receive a Drop and Outlet, prior to the installation thereof. The City shall designate such officials in writing to the Licensee. For purposes of this Subsection (f), Licensee shall bear the costs hereof in an aggregate amount of thirty six thousand dollars (\$36,000.00), predicated on an average cost per location of three thousand six hundred dollars (\$3,600.00), switches included.

(g) Beyond the total number of Outlets required herein to be provided at the Licensee's sole cost and expense in Section 3.2(d), the Issuing Authority may request additional I-Net Outlets for public buildings, institutions and/or non-profit agencies, which the Licensee shall install at Licensee's sole cost and expense.

(h) The Licensee shall have the sole responsibility for maintaining the I-Net and associated equipment for the term of the Renewal License, including all necessary inspections and performance tests, except for equipment not directly under its control or ownership, but including all necessary inspections and performance tests.

(i) The I-Net shall be operated in compliance with applicable FCC Technical Specifications as may be amended from time to time. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software installed or owned by the City or other User, the Licensee shall resolve the technical problem. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly.

(j) Nothing in this Section 3.2, or elsewhere in the Renewal License, shall prevent the Issuing Authority from allowing the Access Corporation(s) from using one (1) or more of the designated I-Net channels described in Section 3.2(a) herein.

Section 3.3 CABLE SYSTEM INTERCONNECTION

(a) The Licensee shall seek to interconnect the I-Net with any and all other adjacent cable systems, within twelve (12) months of a request to do so by the Issuing Authority. Interconnection of systems or channels may be accomplished by direct cable connection, microwave link, satellite or any other appropriate method, as determined by the Licensee.