

COMMONWEALTH OF MASSACHUSETTS

TOWN OF AUBURN

RENEWAL CABLE TELEVISION LICENSE

ISSUED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

Effective date: June 28, 2003

COMMONWEALTH OF MASSACHUSETTS

TOWN OF AUBURN

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ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

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

Cable Act: Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., (the "1984 Cable Act"), amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 (the "1992 Cable Act") and by the Telecommunications Act of 1996, Public Law No. 104-104.

Cable Television System or Cable System: The cable television system constructed, installed, operated and maintained in the Town of Auburn for the provision of video and audio within the Town, in accordance with the terms and conditions of this License.

Channel: A cable television frequency band which is capable of carrying at least one standard cable television video signal, or a number of digital, audio or other non-video signals, or some combination of such signals.

Division: The Massachusetts Cable Television Division, or a successor agency.

Downstream Channel: A Channel over which signals travel from the Cable System headend to authorized locations within the System.

Educational Access: The programming, Channels and facilities as may be allocated to the Town of Auburn for educational use in accordance with this agreement and with the Cable Act, 47 U.S.C. 531.

Effective Date: June 28, 2003.

Execution Date: The date the License is executed by all parties.

External Costs: Costs as defined in Section 76.922(d)(2) of the FCC's regulations, as such regulations may hereafter be from time to time amended.

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

Gross Annual Revenues: Any and all compensation derived by the Licensee from the operation of the Cable Television System within the Town, including Subscriber and non-Subscriber revenues, including but not limited to, regular service charges, pay programming charges, pay-per-view revenues, installation revenues (including reconnection, second set, etc.), and any other revenues, excluding revenues from the sale of a capital asset not in the ordinary course of business (cable equipment sales to Subscribers shall not be deemed within the foregoing exclusion for capital asset sales); bad debt; taxes in the nature of a sales tax, if any, and also excluding any revenues required to be excluded from franchise fee calculations under the Telecommunications Act of 1996. In the event Congress, the F.C.C. or a court of competent jurisdiction defines cable modem service as a cable service for Title VI of the Communications Act, then cable modem service revenues shall be included in Gross Revenues.

Institutional Network Channel or I-Net Channel: A Channel for upstream or downstream video, audio or data transmission on a network separate from the Subscriber network.

Issuing Authority or Franchising Authority: The Board of Selectmen of the Town of Auburn, Massachusetts, acting in its capacity as license Issuing Authority pursuant to M.G.L. ch. 166A, s.1.

Leased Channel or Leased Access: Any Channel available for lease for programming by persons other than Licensee in accordance with the 1984 Cable Act, 47 U.S.C. 532.

Licensee: Charter Communications Entertainment I, LLC, a Delaware corporation with a principal place of business at 95 Higgins Street, Worcester, MA 01606, or any successor or transferee or any parent corporation materially controlling the Cable System.

Municipal Access: The programming, Channels and facilities as may be allocated to the Town of Auburn for municipal access use in accordance with this agreement and with the 1984 Cable Act, 47 U.S.C. 531.

Premium Services: Programming delivered for a fee or charge to Subscribers on a per-Channel or per tier basis for tiers above the regular basic tier and the tier now known as expanded basic.

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

Programming: Any video, audio or text signals carried over the Cable Television System.

Public access: The Programming, Channels and facilities allocated to the Town of Auburn for non-profit public access use as may be allocated and provided in this agreement and in accordance with the 1984 Cable Act, 47 U.S.C. 531.

Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, alleys, sidewalks, lanes, boulevards, concourses, driveways, bridges, tunnels, parkways, and public grounds to which the Town has rights compatible with the installation of cable and ancillary equipment pursuant to this License, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those possessed by the Town.

Town: The Town of Auburn, Massachusetts.

Upstream Channel: A Channel within the Cable System over which signals travel to the headend from origination points to the headend along either the Institutional Network or the residential Cable System.

VCR: Video cassette recorder.

ARTICLE 2

GRANT AND TERM OF LICENSE

Section 2.1 GRANT OF LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts and the Cable Act, as amended, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Auburn acting as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television renewal license to Licensee, authorizing and permitting Licensee to construct, upgrade, install, operate and maintain a Cable Television System within the municipal boundaries of the Town. Subject to the terms and conditions herein, the Issuing Authority grants to Licensee, the right to construct, upgrade, install, operate and maintain the Cable Television System in, under, over, along, across or upon the public streets, lanes, avenues, alleys, sidewalks, bridges, highways, compatible easements and other Public Ways or places within the Town or within subsequent additions thereto, for the purpose of Cable Television System reception, transmission, collection, amplification, origination, distribution, or redistribution of audio, video, text, data or other signals.

Section 2.2 APPLICABLE LAW

This License is granted pursuant to Chapter 166A of the Massachusetts General Laws; pursuant to the federal Cable Acts of 1984, 1992 and 1996, 47 United States Code 521 et seq., and pursuant to other general local, state and federal laws, and regulations, including but not limited to regulations of the Department of Telecommunications and Energy its Cable Television Division and the Federal Communications Commission.

Section 2.3 TERM OF LICENSE

This License shall commence upon June 28, 2003 and terminate upon midnight, June 27, 2013.

Section 2.4 TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

(a) To the extent required by M.G.L. ch. 166A, s. 7 and 207 C.M.R. 4.00, this License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such License to any other person, company or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably delayed or withheld. Such consent shall be given only after a public hearing upon a written application therefor as provided by the Massachusetts Cable Television Division and on forms prescribed by the Division. The application for transfer consent shall be signed by authorized

representatives of the Licensee and by the proposed transferee or assignee.

(b) In considering a request to transfer control of this License, the Issuing Authority may consider the transferee's management experience, technical expertise, financial capability and legal ability to operate a Cable System under the existing license.

(c) Any transfer or assignment of license shall, by its terms, be expressly subject to the terms and conditions of this License. Any transferee or assignee of this License shall be subject to all of the terms and conditions contained in this License.

(d) The Licensee shall promptly notify the Issuing Authority of any action or proposed action requiring the consent of the Issuing Authority pursuant to this Section 2.4.

(e) The Licensee shall submit to the Issuing Authority an original and four (4) copies of the Federal Communications Commission license transfer application form, and, if required by the Massachusetts Cable Division, Massachusetts Form 100, requesting such transfer or assignment consent.

(f) Transfer of the Cable System without requesting Issuing Authority consent as required shall be null and void, and shall be a material breach of this License.

(g) If the Issuing Authority lawfully denies its consent to any such transfer and a transfer is or has nevertheless been effected, or in the event of an otherwise unlawful transfer, the Issuing Authority may revoke and terminate this License.

(h) In the event of a license transfer, the successor Licensee shall reimburse the Town for up to \$2,250.00 of the Town's costs associated with license transfer proceedings.

(i) In accordance with federal law, 47 U.S.C. 537, in the event a license transfer application is properly filed with the Issuing Authority, if the Issuing Authority does not act on the application within 120 days from the Issuing Authority's receipt of the application, the application for transfer shall be deemed approved.

Section 2.5 NON-EXCLUSIVITY OF GRANT

This License shall not affect the right of the Issuing Authority to grant to any other person, company or other entity a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the Town or the

right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any lawful purpose whatsoever subject to License Section 8.12.

Section 2.6 REMOVAL OR ABANDONMENT

Pursuant to M.G.L. ch. 166A, s. 5(f), upon termination of this License by passage of time or otherwise, and unless Licensee renews this License for another term or Licensee transfers this License to a transferee approved by the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances, but, at the discretion of the Issuing Authority, not its underground cable and/or conduit, from the Public Ways and places and shall reasonably and diligently restore all areas to the condition they were in immediately preceding removal, unless pursuant to Section 2.7 of this License, the Issuing Authority effects a transfer of the property. If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned, and the Issuing Authority may dispose of the same in any way or manner it deems appropriate without liability of any type or nature to the Licensee.

Section 2.7 PROCEEDINGS UPON EXPIRATION OR REVOCATION OF LICENSE

In the event that this License is revoked or renewal denied, the Issuing Authority and the Licensee shall implement the

provisions of Section 627 of the 1984 Cable Act, 47 U.S.C. 547, by transferring the Cable System pursuant to said Section 627 of such Act.

ARTICLE 3

SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 CABLE SYSTEM AND INSTITUTIONAL NETWORK

(a) Licensee shall maintain and operate the Cable System in existence as of the expiration of the prior license and the Institutional Network ("I-Net"), with the Cable System continuing to have not less than 750 MHz (capacity for seventy-eight (78) downstream analog Channels plus 200 MHz digital capacity), addressable technology and two way capability with the foregoing 750 Mhz and addressable technology available to all Subscribers and all homes passed or to be passed by the Cable System. The Cable System shall be able to receive and transmit community-specific programming independent from that offered other Towns. The main distribution backbone or trunk cable connecting Licensee's headend to the Subscriber system as well as

any backbone or trunk cable extensions to local distribution nodes shall utilize fiber-optic cables and laser powered transmission into the fiber. Feeder cable and Subscriber drops may be coaxial cable.

(b) Licensee shall extend the Institutional Network (I-Net) from current locations, if necessary, and shall interconnect schools and municipal buildings designated in Schedule 5.8 in accordance with the terms hereof, however I-Net extensions shall be subject to the limitations in Section 5.3(a).

(c) Subsequent to the effective date hereof, Licensee shall continue to maintain the availability of not less than seventy-seven programmed Channels, subject to applicable must-carry rules and other applicable law, unless Licensee finds that said number of Channels cannot be provided in a commercially practicable way. Licensee shall be available to meet with the Issuing Authority and discuss for informational purposes only any program changes in advance of the implementation of such changes.

Section 3.2 HEADEND

Headends and any other reception facilities will be equipped with the equipment necessary to receive, process, and deliver all signals carried on the Cable System or I-Net and to meet all required technical performance standards required by this License and federal law. All signals will be received and distributed at a headend in Oxford, subject to the following. The current Oxford headend and Auburn subheadend may be relocated but not

unless Licensee shall certify to the Issuing Authority that signal quality will not be negatively affected. Said certification shall be filed not less than 60 days prior to such relocation. Licensee shall provide information and data, as requested by the Issuing Authority in writing or at a hearing, to verify the effects of such relocation on signal quality.

Section 3.3 SERVICE AREA

The Service Area shall continue to be the entire Town.

Section 3.4 MAPS

If requested by the Issuing Authority, the Licensee shall provide the Town with accurate strands maps of all existing trunk and feeder installations not later than forty-five (45) days after such request. Thereafter, upon request of the Issuing Authority, the Licensee shall allow the Issuing Authority access to inspect accurate as-built maps of all Cable System plant on the company's local premises which maps shall be updated to show changes in such installations.

Section 3.5 SERVICE TO RESIDENTIAL DWELLINGS

(a) Installation costs shall conform with the 1992 Cable Act, and regulations thereunder. Any dwelling unit within 250 aerial feet of the Cable System distribution plant shall be entitled to a standard installation rate, and the additional costs associated with completing installations located more than 250 feet from the

Cable System distribution plant shall be charged to the Subscriber, after provision of a written itemization, on a cost of labor and materials basis only. The amount by which the cost of underground installation exceeds the average cost of a 300 foot aerial installation, shall, consistent with the 1992 Cable Act, and regulations thereunder, be charged to Subscribers on a cost basis in accordance with F.C.C. rules.

(b) Provided Licensee has at least sixty (60) days prior notice concerning the approximate time of opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame, provided in either case that necessary easements are made available to Licensee in the same manner as made available to other utilities. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority shall exercise reasonable efforts to have the Planning Board and developers give timely notice of subdivision trenching to the Licensee and Licensee shall exercise reasonable efforts to periodically check with the Planning Board to identify such subdivision trenching and conduit installation. To facilitate the orderly development of new residential subdivisions with underground utilities, the Issuing Authority shall use its best efforts to have the Planning Board (i) require

that subdivision developers work with the Licensee during the planning of subdivisions to provide for distribution plant installation; (ii) require that a plan for the distribution plant be included in the subdivision plan as a condition for Planning Board approval; and (iii) require that the developer provide a copy of the approved plans to the Licensee.

Section 3.6 SERVICE TO BUILDINGS OTHER THAN PUBLIC SCHOOLS

Licensee shall continue to provide, or provide, as applicable, at no charge to the Town, one activated outlet of Basic Service, at municipal buildings, except that Town Hall, police and fire stations, the headquarters of the Department of Public Works/Highway Department and all public school buildings shall also receive at no charge to the Town, one activated outlet of expanded basic service (now known as Cable Network Service). Licensee will install such service at its own cost within sixty (60) days of said request. Any such outlets and service provided under the prior license shall continue to be provided notwithstanding any omission herein to expressly identify sites receiving such outlet so long as outlet and service are still within a municipal building for municipal use. At any such location, the Town shall designate a person to be responsible, on behalf of the Town, to supervise such service and connections. Upon Issuing Authority written request, Town Hall shall be provided one additional outlet for regular service and an additional video origination point. With respect to service to

the municipal locations, the presumption is that cable service will be unscrambled and converters and/or receivers are not necessary for the services to be provided hereunder, however, if necessary for actual physical reception of the services to be provided hereunder, and upon Town written request, converters or receivers shall be provided to Town Hall, police headquarters, DPW/Highway Department and School Superintendent's Office, subject to Town accepting responsibility for loss or damage of same resulting from negligence or theft, but Town is not responsible for ordinary maintenance of said converters or receivers.

Section 3.7 SERVICE TO PUBLIC SCHOOLS

(a) Licensee shall continue to provide, at no charge to the Town, outlets of Basic Service and expanded basic service (now known as Cable Network Service) as those tiers are currently defined by the FCC, to all public school buildings, including any school locations receiving same as provided under the prior license. With respect to schools not fully wired for cable, if requested by the Issuing Authority, Licensee shall provide, and install in each public school, two (2) additional outlets per floor, activated for non-premium and non pay-per-view cable service and I-Net transmissions except in the case of the High School which shall receive four (4) additional outlets per floor. Notwithstanding the foregoing, such installations shall not require contact with asbestos, drilling through concrete or

cinder blocks, or be in areas requiring use of plenum wires which are different from wires or cables in standard installations. With respect to additional wiring of schools, beyond the above, Licensee shall provide the cable, connectors and other fixtures necessary for the installation of additional outlets in the public schools on an as needed basis upon the request of the Issuing Authority, however, the Town or School Department shall be responsible for installation. With respect to service to the public school locations, the presumption is that cable service will be unscrambled and converters and/or receivers are therefore not necessary for the services to be provided hereunder, however, if necessary for actual physical reception of the services to be provided hereunder as a result of Licensee's scrambling/encoding of the services, and upon School Department written request, converters or receivers shall be provided to public school locations, subject to School Department accepting responsibility for loss or damage of same resulting from negligence or theft, but School Department and Town are not responsible for ordinary maintenance of said converters or receivers.

The Licensee shall discuss the location of each connection with the proper officials of the Town or School Department prior to the installation of said service.

(b) Licensee shall provide its reasonable free technical advice should the Issuing Authority or School Department undertake the wiring of additional public classrooms for cable service (beyond what is required above) or should the Issuing Authority

undertake, at its own cost, to provide additional internet access wiring or multiple modems. With respect to cable connections, the Issuing Authority or School Department shall insure that such wiring conforms to Licensee's technical standards and shall not result in signal leakage beyond acceptable FCC standards. Notwithstanding the above, the Issuing Authority shall be responsible for the cost of eliminating signal leakage caused by non-standard installation or use by the School Department. Converters shall be made available to such locations on the same basis as in Section 3.7(a) above.

Section 3.8 EMERGENCY ALERT SYSTEMS

(a) The Licensee shall maintain an emergency alert system in compliance with the federal emergency alert system requirements. Licensee shall in addition maintain its current emergency audio override capability through June 17, 2011, unless terminated at an earlier date under applicable law. The Issuing Authority will designate a single public official responsible for accessing the emergency audio override system and shall designate an alternate public official who may access the emergency audio system in the event of the absence of the foregoing individual. The Issuing Authority shall comply with additional guidelines promulgated by the Licensee for use of the emergency audio system; the Licensee shall develop the guidelines in consultation with the Issuing Authority and shall consider in good faith any Issuing Authority comments on such guidelines. The Town shall

hold the Licensee harmless, and indemnify it for direct acts of the Town, which cause damages, as determined by a court of law, to Licensee or third parties which are a direct and proximate cause of the Town's negligence in the use of said emergency audio override.

(b) On the sixth anniversary date of this License or during the 18 month period following the sixth anniversary, upon request of the Issuing Authority, Licensee and the Issuing Authority shall meet to discuss the status of the local audio override system and the possibility that Issuing Authority funds could be used to establish a new local override system compatible with the Licensee's cable system and equipment or modify the existing local override system. In the event the Issuing Authority requires additional information regarding the financial, operational or technical feasibility of local override options, Licensee shall respond within 45 days after receipt of such request. The Licensee, without commitment to any such upgrading or modifications, will undertake to give full and reasonable consideration to proposals for Issuing Authority-funded initiatives relative to a local override system initiated by the Issuing Authority following such review sessions.

(c) Licensee shall provide A-B switches, upon Issuing Authority request, for municipal outlets, to facilitate switching from cable to broadcast transmission during a loss of service.

Section 3.9 STAND-BY POWER

The Licensee shall maintain automated standby power at the headend facility. Such stand-by power shall have capability to provide power for a period of time consistent with then current industry standards, and shall become activated automatically upon the failure of normal power supply.

Section 3.10 TREE TRIMMING

In the installation, maintenance, operation and repair of the poles, cables, wires and all appliances or equipment of the Cable System, the Licensee shall avoid damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall be done except upon a permit in writing from the Town Tree Warden or other appropriate municipal official or in accordance with the applicable regulations or requirements of the Town. Licensee shall secure the permission of the property owner prior to reasonable tree trimming of trees on private property.

Section 3.11 UNDERGROUND WIRING OF UTILITIES

Upon receiving due notice of the installation of telephone, electric and all other utility lines underground, the Licensee shall likewise place its facilities underground at its sole cost and expense unless a developer is installing or is otherwise required to install compatible cable. Underground cable lines shall be placed according to any Public Works, Highway Department

or other Town by-law or regulation and in accordance with applicable state law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles; however, said underground construction shall be required only if and when it is required of all utilities and on the same street. When possible, Licensee shall be able to use the underground conduit maintained by the Town provided that such use is i) found by the Issuing Authority to be reasonable, ii) at the sole cost and expense of the Licensee, iii) does not interfere with the Town's use or anticipated use of said conduit(s), and iv) the Town has authority to allow such use. Any such use by the Licensee shall be subject to the advance notification and approval of the Town and the right of the Town to supervise any such use. Licensee shall maintain membership and participate in the Massachusetts "DIG-SAFE" program pursuant to M.G.L. ch.82, s.40.

Section 3.12 PEDESTALS AND VAULTS

In any cases in which vaults or control boxes housing passive or active devices are to be deployed by Licensee in the Town public ways or within the Town public lay-out, such equipment shall be placed in customarily used low-profile, electronic control box in accordance with and subject to applicable laws, by-laws and regulations. All such equipment shall be shown on the as-built maps available for review by the

Town in accordance with Section 3.4 herein. The Town acknowledges the desirability of acting expeditiously and in good faith to reasonably facilitate such deployments, subject to applicable law. The parties acknowledge that Licensee has the right to petition for a grant of location, or other approvals as applicable, for devices other than those referenced herein to be placed in the right of way.

Section 3.13 PUBLIC PROPERTY: RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or public place, it shall be replaced and the surface restored to essentially as good a condition as before entry but to such standards required of utilities operating within the Town and as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Licensee in writing of the required restoration and the time for performance. Upon failure of the Licensee to comply within the time specified, the Town may make or contract for restoration and repairs and the reasonable and itemized expenses of such work shall be paid by the Licensee upon demand by the Town. Any damages to private property shall be determined in accordance with M.G.L. ch. 166A, s. 22 and applicable law.

Section 3.14 COOPERATION WITH BUILDING MOVERS

The Licensee shall, on the request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the moving of any building or other structure. The expense of such raising or lowering shall be paid in accordance with law. The Licensee shall be given at least thirty (30) days advance notice of any such move.

Section 3.15 RELOCATION OF FACILITIES

The Licensee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for good reasons which are within the Town's police power, such as public safety, street construction, change or establishment of street grade or layout, installation of sewers, drains, water pipes, power or signal lines, setting of new or replacement utility poles and the construction of any public improvement or structure. In this respect, the Licensee shall be treated on par with any affected utilities.

Section 3.16 TOWN USE OF LICENSEE POLES AND CONDUIT

The Town shall have the right to attach where space permits to any pole erected by Licensee and to place in any of Licensee's conduits, its own cable and equipment to be used for fire, police and other governmental communications purposes, excluding the provision of telecommunications and cable television services on a commercial basis. All such placements by the Town shall conform with all applicable rules and regulations. Any such use

of Licensee's ducts and poles shall be in a manner approved by Licensee and with Licensee's personnel present. The costs for such placements by the Town shall be borne by the Town. Such placements by the Town shall not interfere with the routine operation by the Licensee of its Cable Television System. The Licensee shall notify the Town of any plans for installation of conduit and cooperate with the Town as to its type and location so as to best enable the Town to use it, again provided there is no additional expense to Licensee. If Licensee removes its installation from conduits where municipal equipment or cable is present, it shall provide notice beforehand to the Town.

Section 3.17 RELOCATION OF FIRE ALARMS

The Licensee shall reimburse the Town at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Licensee's cable. The Town shall cooperate in this relocation so as to minimize delay in Licensee's construction schedule. Licensee shall not cause any such relocation of fire alarms or fire alarm equipment without prior notice to and approval by the Town.

Section 3.18 SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee shall use reasonable efforts to interrupt service for the purpose of system

construction, routine repairing or testing the Cable System only during periods of minimum use.

Section 3.19 COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service available to any commercial establishments in the Town upon the parties reaching a reasonable and non-discriminatory agreement regarding the terms and costs of initial installation and service, including commercial line extension costs if applicable, in accordance with applicable law. It is herein acknowledged that certain programming service may not be available to commercial establishments pursuant to applicable law or the Licensee's agreements with its program suppliers and that certain other programming shall be available to non-residential Subscribers at commercial rates only.

Section 3.20 RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or its designee shall have the right to reasonably inspect all line extension, installation and/or upgrade construction work performed subject to the provisions of this License and to make such tests, during normal business hours, as it shall deem necessary to ensure compliance with the terms and conditions of this License and applicable law. Any such inspection(s) shall not interfere with the Licensee's operations, except in emergency situations. The Town shall give

twenty-four hour prior notice if possible, of any inspection to the Licensee, and Licensee shall have the right to accompany the Town's inspectors.

Section 3.21 CONSTRUCTION, TECHNICAL AND MAINTENANCE STANDARDS

(a) The Licensee shall construct and operate a Cable Television System and render service to Subscribers consistent with the following laws and regulations during the term of this License. The construction, maintenance and operation of the Cable Television System shall be in conformance with the applicable provisions of the National Electrical Code, the Massachusetts Electrical Code, the National Electrical Safety Code, the NCTA Safety Manual, the National Television Standards Code and the applicable rules and regulations of the Occupational Safety and Health Administration (OSHA), the Massachusetts Cable Television Division within the Department of Telecommunications and Energy, the Department of Telecommunications and Energy and the FCC and all Town building and zoning codes and all land use restrictions, street opening and grant of location laws of general applicability.

(b) All FCC regulations and standards concerning signal quality and technical standards are incorporated as independent standards in this License, including but not limited to 47 CFR 76.601 subpart K, et seq. incorporated herein by reference, however, the parties acknowledge that pursuant to the Telecommunications Act

of 1996, said standards are only locally enforceable to the extent allowed by federal law. Notwithstanding the foregoing, Licensee will, upon request of the Issuing Authority, review Licensee's compliance with said standards. Copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted forthwith, upon request, to the Issuing Authority. Upon request of Issuing Authority, Licensee shall apprise Issuing Authority of known signal quality problems, if any, and disclose Licensee plans with respect to same.

(c) Licensee shall take appropriate measures to minimize audio variations among Channels in the Cable System.

(d) In the event of Subscriber complaints about signal quality resulting from problems, if any, with the Subscriber drop, Licensee will replace the Subscriber's drop at the residence of the complaining Subscriber if needed to remedy the signal problem at no cost to the Subscriber.

(e) With respect to a widespread and recurrent pattern of signal quality problems, if any, the Issuing Authority may require Licensee to report on same within 10 days of a request by the Issuing Authority. Licensee shall report on the nature of the problem and on any corrective action to be taken. If after that the Issuing Authority has reasonable basis for finding that Licensee appears not to be in compliance with technical

specifications, the Issuing Authority shall have the right to require that Licensee's senior engineer shall conduct additional tests and issue a detailed report to the Issuing Authority pertaining to such tests.

(f) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

Section 3.22 MAINTENANCE LOG

Licensee shall maintain an annual log or computerized listing, showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to causes other than routine testing or maintenance, which log or listing shall be in accordance with any applicable Massachusetts regulations.

Section 3.23 EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the exercise of police powers of the Issuing Authority or any public safety or other designated public official, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the Town shall have the right, within its police power, to do so at the sole

cost and expense of Licensee. In such case, the Town shall notify Licensee of the cables which have been cut or removed.

Section 3.24 PRIVATE PROPERTY

Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town including, but not limited to, M.G.L. ch. 166A, s. 22. Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System to the condition in which such property existed immediately prior to the damage or construction at its sole cost and expense. The installation and operation of Licensee's cable plant shall not create any unreasonable disturbance of or nuisance to private property in the Town.

Section 3.25 TECHNICAL CHANGES

On the second, fourth and sixth anniversary dates of the effective date of this License, upon request of the Issuing Authority, Licensee and the Issuing Authority shall meet to discuss technological developments in the cable television industry, and the possibility of further upgrading the Cable System. The Licensee, without commitment to any such upgrading, will undertake to give full and reasonable consideration to

proposals for upgrading initiated by the Issuing Authority following such review sessions.

Section 3.26 CHANGE-OVER PROCEDURES

During a rebuild or upgrade, if any, the Licensee shall complete the change-over to all Subscribers in accordance with the following procedures:

(a) Before any Subscriber is changed-over to such rebuilt or upgraded system, the Licensee shall inform all Subscribers of the change-over, the timetable for change-over, increased Channel capacity and programming and all rates and charges.

(b) If after such upgrade, or any further expansion of Channel capacity under this License, Licensee has knowledge that there are Subscribers who are using converters which are not capable of receiving the fullest level of non-premium programming, then Licensee shall use reasonable efforts to contact such Subscribers and make arrangements to deliver the new converters, if any, to the Subscriber's home, however, Subscribers shall have the option of returning the old converters to the Licensee's place of business. If Licensee does not have knowledge of particular individuals who need such new converters (or digital receivers), but does have knowledge that there are Subscribers who need them, it shall advertise the availability of the new converter in local

newspapers, or cablecasting and a form of written notice to Subscribers.

SECTION 3.27 DISCLOSURE OF FINANCIAL AND OPERATING INFORMATION

Subject to Section 7.7(b), whenever this License requires the Licensee to disclose financial or operational information to the Town, such disclosures shall encompass those documents and records kept by the Licensee in the ordinary course of business and which may be discovered in accordance with the laws and regulations of Massachusetts and/or the federal government, including the FCC. The Licensee's requirement to produce records shall be governed by the Cable Act, FCC regulations including its local regulation and cost-of-service guidelines, Division regulations and applicable law.

SECTION 3.28 ALLOCATIONS

In any proceeding between the Town and the Licensee regarding financial information, the Town acknowledges that Licensee may make certain allocations of revenues, expenses, assets and liability accounts and the Licensee acknowledges that the Town may require financial reports to show such allocations for Auburn only. Such allocations shall be according to generally accepted accounting principles as well as Massachusetts and federal law and regulation and shall treat all communities subject to such allocations in an equitable manner.

SECTION 3.29 CONTINUITY OF SERVICE

In the event of any License assignment or transfer, or filing of bankruptcy by Licensee, Licensee shall exercise best efforts to prevent any interruption of service or loss of service until such time as reasonable arrangements are made to assure continuity of service by Licensee, or by an assignee or transferee or subsequent operator.

ARTICLE 4

RATES AND PROGRAMMING

Section 4.1 BASIC SERVICE

The Licensee shall provide cable service within the Town which shall include at least local broadcast television signals and the downstream Channels, for public, educational and municipal access use, in accordance with the Cable Act of 1992. The Town recognizes that a local broadcast station seeking retransmission payments from the Licensee may be deleted by the Licensee under federal retransmission consent rules.

Section 4.2 INITIAL RATES

For informational purposes, the initial rates for all programming, installation and equipment which shall be in effect on the effective date of the License are listed in Schedule 4.2 of this License. The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain cost increases and decreases, including increases and decreases in costs of public, educational and governmental access, I-Net and other franchise requirements, may be passed through to the Subscribers in the ratesetting process.

Section 4.3 PROGRAMMING

Licensee has offered and shall provide the following cable services:

(1) all broadcast stations required to be carried by federal law;

(2) public, educational and governmental access Channel(s) to the extent required by Article 5 of this Agreement;

(3) the broad categories of programming services comparable in quality, mix and level to those set forth in Schedule 4.3 of this License and incorporated herein by reference.

Section 4.4 PROGRAMMING TIERS

Licensee currently maintains two (2) analog tiers of non-premium cable programming as set forth, for informational purposes, in Schedule 4.4, so that Subscribers may be afforded differential subscription rates. The initial signals on any such current tiers are listed in Schedule 4.4 of this License. This shall not be interpreted to require Licensee to maintain said current tiers as listed in Schedule 4.4.

Section 4.5 DISCOUNT PROGRAMS

(a) Commencing 60 days from the effective date hereof, residents who are 65 years old and who are Medicaid eligible or who meet the other eligibility criteria set forth in Schedule 4.5, and who are head of household or spouse of head of household shall be entitled to a 10% discount on rates charged to them for basic cable services.

(b) Notwithstanding the above, subscribers already receiving a senior or Medicaid discount under the Prior License shall

continue receiving a level of discount not less than already received under said Prior License.

(c) Subscribers who elect to pay their non-premium subscription fees to Licensee for a period of one year in advance of service shall be entitled to a discount equal to the rate of one month of such subscriber's non-premium service and such advance payment shall assure the advance payor one year's non-premium service at the pre-paid price, unless the subscriber otherwise agrees in writing.

(d) For nursing homes, Licensee shall make available and endeavor to negotiate bulk-billing arrangements and discounts, consistent with applicable F.C.C. regulations.

Section 4.6 LEASED ACCESS

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

Section 4.7 STEREO TV TRANSMISSIONS

Licensee shall continue to transmit all broadcast signals received in stereo and satellite-delivered stereo signals, in stereo form to the Subscriber. Licensee shall use diligent efforts to ascertain community interest in the transmission of additional satellite-delivered stereo signals.

Section 4.8 CHANNEL LINE-UP; ELECTRONIC PROGRAM GUIDE

Licensee shall provide the Issuing Authority and the Subscribers thirty day advance notice of Channel line-up changes including all Channel reassignments, additions or deletions within the control of Licensee, with the foregoing in accordance with applicable law. Where Channel line-up changes are not in control of Licensee, Licensee shall provide such advance notice as soon as is reasonably possible. Consistent with the foregoing, if the Channel line-up change is the result of circumstances beyond the control of Licensee including but not limited to programming changes resulting from federal retransmission consent rules, Licensee shall not be deemed in non-compliance for failure to give thirty (30) day advance notice of the change. When Channels are added or deleted, the Licensee shall provide each Subscriber with written channel information indicating the new Channel line-up, however, in the event of a non-substantial change, as defined by the Department of Telecommunications and Energy or its Cable Division, said written information need not involve written notice to each individual subscriber. In the case of Channel reassignments, if notice cannot be given in advance, then it shall be given within thirty (30) days of such changes. Subject to broadcaster agreement and applicable law, whenever practicable, Licensee shall keep broadcast signals on their original broadcast Channels. In addition, Licensee shall continue to display an electronic program guide on its Cable System, indicating on an ongoing basis the program listings for the system. Licensee shall use its

diligent efforts to carry program services desirable to Auburn Subscribers and shall, not less than once annually, consult with the Issuing Authority or Local Channel Committee, if requested, to survey the Issuing Authority concerning suggestions or comments concerning program services of interest to Auburn residents.

Section 4.9 REMOTE CONTROL DEVICES; CONVERTERS/RECEIVERS

Licensee shall allow Subscribers to purchase remote control devices from parties other than the Licensee and to utilize remote control devices which are compatible with the converter installed by Licensee. Licensee shall not charge for the remote device or for use of a remote device when Subscriber has purchased and uses his/her own remote control, however converter charges shall be in accordance with F.C.C. regulations. Licensee shall also allow Subscribers to purchase their own compatible tuning converters/receivers that are not designed for descrambling/decoding and are subject to Licensee's retaining power to prohibit Subscriber converters/receivers from circumventing signal scrambling/decoding.

Section 4.10 [Intentionally Omitted]

Section 4.11 REBATES

Licensee shall grant a pro rata credit or rebate to any Subscriber whose cable service is interrupted, including full

loss of either audio or video, for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the service interruption. If an entire tier or premium service of a Subscriber's cable service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro rata credit or rebate for each tier or premium service interruption. Licensee, in its discretion may grant a pro rata credit or rebate to a Subscriber whose entire cable service is interrupted for a period less than 24 hours where the Subscriber shows he or she effectively lost service for a particular day.

Section 4.12 RATE FILINGS

Licensee shall, upon request, provide Issuing Authority with documents filed in any F.C.C. or state rate proceeding and Licensee will provide other information in accordance with applicable state and federal rules and regulations.

Section 4.13 EDUCATIONAL SERVICES

(a) Upon the request of the principal of a particular public school, Licensee will participate in Cable in the Classroom outreach by providing one set of Cable in the Classroom materials to that public school. One set of Cable in the Classroom materials will be regularly sent to the superintendent of the School Department if requested.

(b) In the event the School Department or public schools within the Town interconnect to and receive educational program services, Licensee will interconnect the public schools such that all public schools can simultaneously receive MCET programming originally received at such schools as are interconnected with MCET. Licensee's interconnection of schools shall be through the I-Net and educational access channel and shall be such that each school shall have the capability to be an insertion point where other school sponsored programming may be cablecast to all other schools within the Town, subject to such schools buying modulators and processors as may be needed, except to the extent that Licensee is otherwise expressly required to provide modulators and processors.

ARTICLE 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT; INSTITUTIONAL NETWORK

Section 5.1 ACCESS CHANNELS

(a) The Licensee shall continue to provide the Town three (3) downstream Channels for shared public, educational and governmental ("PEG") access programming use. One of the access channels shall be a public access channel, one shall be a municipal access channel and one of the access channels shall be an educational access channel, as determined by the Issuing Authority. Licensee shall provide not less than three (3) dedicated upstream video Channels on either the I-Net or residential system for transmitting access programming from origination points within the Town up to the headend and I-Net hub site for downstream Subscriber network transmission and for transmission to the other I-Net sites.

(b) Access use shall be in accordance with the access provisions of the Cable Act, 47 U.S.C. 531, this License, applicable law and such lawful operating rules as the Access Designee may adopt. Access use shall be for non-commercial, non-profit purposes. Management of the access Channels, facilities, equipment and the funds provided herein shall be the responsibility of the Town, or its designated Local Programming Entity or Committee (hereinafter "Local Programming Entity" or "Access Designee") as set forth in

License Section 5.9, and not the responsibility of the Licensee, except as specific Licensee obligations are stated herein.

(c) Any resident of the Town, employee of the Town in his or her official capacity, or any organization based in the Town, shall have the right to place programming on the Public Access Channel(s) subject to the access provisions of the federal Cable Act, 47 U.S.C. 531 and applicable law, and shall have access to facilities and equipment, and to access training, subject to such lawful operating and programming rules, if any, established by the Issuing Authority or by its Access Designee pursuant to this License and the foregoing shall be for non-commercial purposes. Any person or organization cablecasting access programming shall assume responsibility for his/her own programming in accordance with Section 5.6 below.

Section 5.2 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS GRANT

(a)(i) The Licensee shall provide capital payments of two hundred forty-seven thousand five hundred dollars(\$247,500.00)phased in as follows: \$127,500.00 within three months of Effective Date; \$50,000.00 payable in the second year of the License; \$50,000.00 in the fifth year of the License, \$10,000.00 in the seventh year of the License and \$10,000.00 in the ninth year of the License; payable to the Town for acquisition of public, educational, government (PEG) access, facilities and services, including but not limited to acquisitions to supplement the existing High School-based community/school studio equipment and up to forty-

five thousand dollars (\$45,000.00) of the foregoing shall be earmarked for purchase and installation of municipal meeting room camera systems and associated meeting room cablecasting equipment and associated meeting room cablecasting equipment; with expenditure of said access funds determined by the Local Channel Committee, if any, and following consultation with such other entity or Access Designee as may be designated pursuant to Section 5.9, in accordance with Town purchasing laws. Said payment shall be to a restricted cable Town or Access Designee account, as determined by the Issuing Authority, and not to the general fund.

(a)(ii) Said capital payments shall not be counted against the License Fee payment, required by Section 7.9 infra, or against any other fees or payments separately required by this License or by applicable law.

(b)(i) The Licensee shall make an annual operating grant as an Additional License and Access Fee Payment directly to a special revenue account, not the general fund, for public, educational, government (PEG) and I-Net-related access and Town cable costs, to be allocated for such purposes as determined by the Local Channel Committee subject to town requirements, and subject to the terms herein, in the amount of three and one quarter percent (3.25%) of Gross Annual Revenues for the first year of the license; increasing to three and one half percent (3.5%) for the second year of the license; increasing to three and three quarters percent (3.75%) for the third year of the License; and increasing to and remaining at four percent (4%) of Gross Annual Revenues for

the fourth and remaining years of the License per year. The first such operating payment shall be paid to the Town's restricted cable account or the account of its Access Designee, as determined by the Local Channel Committee, subject to Town rules, on thirty days from the effective date hereof (based on 12 months of Gross Revenues for the prior calendar year) and thereafter on the annual anniversary of said payment ("Access Payment Date") totalling ten (10) such payments, notwithstanding the last payment may be due after the expiration date. Of the foregoing payments, one quarter of one percent of Gross Annual Revenues shall each year be allocated to the Town's existing cable Institutional Network (I-Net) for I-Net development for access purposes such as video upstream capabilities and for such other I-Net purposes as determined by the Issuing Authority or its designee. Further, Licensee agrees that if in any year the foregoing annual payments, calculated as a percentage of gross annual revenues, equals an amount less than \$75,000.00, then Licensee shall pay not less than \$75,000.00 as the annual operating payment required hereunder. The parties acknowledge that such payments may, only to the extent permitted by federal and state law, be passed through to subscribers.

(b)(ii) The Local Channel Committee may draw upon said account for the purposes herein without prior authorization of Licensee, subject to Town rules. Any operating or capital payments under this Article 5 shall likewise be paid into said account.

(b)(iii) The annual Additional License Fee Payment (access payment) shall be deemed franchise fees pursuant to Section 622(g)(1) of the federal Cable Act for purposes of the federal franchise cap. The parties acknowledge that such payments may, only to the extent permitted by federal and state law, be passed through to subscribers.

(c) In the event that the payment(s) required herein are not tendered on or before the dates fixed herein, interest due on such payment(s) shall accrue from the date due at the annual rate of two percent (2%) above the annual Prime Rate as charged by the FleetBank or its successor.

(d) The annual operating payments under Paragraph (b) above shall be earmarked in part for hiring a Town access television/technology and studio coordinator and supplemental staff to assist said coordinator. A Town access television/technology and studio coordinator(s) shall be responsible for overseeing the existing High School-based community/educational studio and providing formal training in the use of equipment and facilities provided pursuant to this License. Day to day technical assistance to access volunteers and producers shall be the responsibility of the Town's access/technology and studio coordinator and staff. The actual number of workshops shall be determined by user demand. Licensee shall provide a direct dial line for the Town's studio personnel to directly reach Licensee's technical staff for reasonable technical assistance concerning signal transmission problems, if any.

(e) The Town shall own and maintain all equipment purchased with the funding pursuant to this Article 5, and any other access or related equipment in its possession as of the expiration of the License in effect immediately prior to the effective date hereof.

(f) In the event that the Issuing Authority or its designee elect to acquire a new character generator for Town Hall or other municipal transmission of notices, text and other bulletin board material directly onto the municipal access Channel, Licensee shall provide the Town with a new character generator in accordance with the following. The installation and selection of model shall be determined by the Town but shall in any event not exceed \$3,000.00 in cost to Licensee so long as suitable character generators are available for not more than \$3,000.00, however, Town reserves right to require more expensive character generator in the event it is responsible for paying for the cost in excess of said \$3,000.00.

Section 5.3 REMOTE ORIGINATION

(a) Access origination points shall include the existing origination points as provided during the Prior License and other origination points designated in Schedule 5.8 and I-Net locations on the I-Net if extended pursuant to Section 5.8. Within 90 days of the completion of an I-Net extension, if any, Licensee shall provide and install I-Net drops capable of origination along the I-Net at the locations designated by the Issuing Authority. The obligation to provide additional I-Net origination points shall be

limited to locations not requiring addition of amplifiers or other electronics to the I-Net system (other than standard drop electronics or fixtures and other than an I-Net hub relocation, if any, pursuant to Section 5.8, or as otherwise expressly provided herein) and shall not exceed an additional five (5) origination points along the existing institutional network, and such additional points, if any, shall be connected within ninety (90) days of an Issuing Authority request for same. In order that upstream transmissions can emanate from I-Net origination points, Licensee shall install additional fixed or portable modulators at locations designated by the Issuing Authority and shall provide technical assistance regarding the installation of modulators so long as said additional fixed and portable modulators (if any are requested by Issuing Authority) are paid with funds from the capital payment pursuant to Section 5.2. The Licensee shall, upon a directive from the Issuing Authority, cooperate with respect to installation of such modulators. The Licensee shall continue to provide three tunable modulators for the three access Channels, at no charge to the Town. The modulators shall be maintained by the Licensee and configured to operate on the Channels made available to the Town. Licensee shall continue to provide any modulators already provided under the prior license, as well as other access or I-Net equipment provided under the prior license, in addition to items required under this Renewal License.

(b) Further to the remote origination, upon seven days advance notice, and subject to availability (meaning that van use has not

already been scheduled for the requested date), Licensee shall provide access to and use of a mobile production van for Town access producers. The mobile production van shall be equipped with at least two working color cameras, video switcher, audio mixing capabilities, all necessary audio/video processing equipment, associated audio/video cables and on-board recording and transmission facilities. Licensee shall have a responsible, technically qualified member of its staff accompany the van on each production shoot, with the primary crew to be furnished by the Town. Said van shall be available at no charge for four such uses per year, with additional uses subject to availability and reimbursement of Licensee at the IRS-approved reimbursement rate (currently 36 cents per mile) plus actual fuel costs.

Section 5.4 ACCESS CHANNEL(S) MAINTENANCE

The Licensee shall monitor the PEG Access Channels and I-Net Channels for technical quality and shall ensure that they are maintained at standards equal to those which apply to the Cable System's commercial Channels; provided, however, that the Licensee is not responsible for the production quality of PEG access programming. Upon a written request from the Town, Licensee shall make available a copy of its most recent FCC signal quality proof of performance tests.

Section 5.5 ACCESS CABLECASTING

Access to the PEG Channels shall be through audio/video terminals dedicated to each Channel located at the access studio

or other origination points designated herein and conveyed to the headend via the I-Net. Access to the I-Net shall be through the various I-Net drops along the I-Net as shown in Schedule 5.8 attached hereto. Specific bands of frequencies shall be reserved for use by the Town in both the upstream and downstream directions.

Section 5.6 PRODUCER RESPONSIBILITY

On the public access channel, program producers shall be responsible for the content of their program and for any program-based liability for prohibited programming. Neither the Licensee nor the Issuing Authority shall be responsible for any liabilities arising from the content of the Public Access programming on the Cable System produced by access producers. In furtherance thereof, the Town or its designated access and television coordinator, may require producers to sign customary and lawful user forms to assume individual responsibility for any program-based liability, subject to Cable Act and F.C.C. requirements and may require compliance with lawful studio policies.

Section 5.7 UNDERWRITING

Consistent with the current underwriting standards for non-commercial television stations, notices of support and underwriting may be permitted on the access Channel(s).

Section 5.8 INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain the 450 MHz Institutional Network ("I-Net") provided under the Prior License to be used by the Town, public schools and organizations designated by the Issuing Authority. Said I-Net shall be capable of providing not less than thirty-three (33) Channels in the downstream direction and not less than twenty-seven (27) Channels in the upstream direction. The Town shall have exclusive use of nine I-Net Channels in the upstream direction and nine I-Net Channels in the downstream direction in accordance with the terms hereof. (Cf. Section 5.8(h)) With respect to I-Net video transmissions, Licensee shall not charge the Town for video transmissions throughout the term of this License, however, data transmissions shall be effected by the Town at its own cost insomuch as the is Town responsible for data end-user and bridging equipment while Licensee shall be responsible for I-Net line maintenance, however Licensee maintenance of the I-Net for both video and data shall continue to be at no charge to the Town.

(b) The I-Net shall be technically capable of carrying video, audio, text and data transmission(s) between the public buildings and the locations specified in Schedule 5.8 of this License. The I-Net shall be further capable of transmitting, between such public buildings, for among other things, 1) electronic mail, 2) interactive teaching, 3) energy management monitoring, 4) security monitoring of municipal buildings, 5) fire detection and 6) municipal training, however the foregoing is subject to the Town providing end-user equipment in accordance with this Section 5.8.

Designated Users shall be able to transmit to other institutions using a portable modulator, modem and/or other necessary equipment. Town shall hold Licensee harmless for the negligent use, if any, of the I-Net by I-Net users or for losses from I-Net use for which Licensee was not responsible.

(c) The Licensee shall maintain the I-Net sites along the I-Net route listed in Schedule 5.8 of this License, attached hereto and made a part hereof. On the third anniversary of the License effective date, the Licensee shall, upon written request of the Issuing Authority, provide five (5) additional activated aerial I-Net Drop outlets (aerial or through an existing ground conduit only) (active drops, but not modulators or modems) which Licensee shall install along the then existing path of the I-Net at its sole cost and expense, however, such additional sites shall not be at locations requiring additional amplifiers or electronics in the distribution plant (other than standard drop electronics and fixtures). Construction, installation and activation of each additional designated I-Net Drop and Outlet shall be completed within ninety (90) days of designation and consultation with the Town, for aerial Drops (or using existing ground conduit), weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each such additional connection with the appropriate officials in each of the buildings designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet. Outlets in excess of outlets required above shall be installed by the

Licensee subject to payment by the Town of the Licensee's actual costs for time and materials.

(d) For video signals, the I-Net shall be interconnected with the Subscriber Network at the headend in order that signals originating from I-Net origination points can be sent upstream and then transmitted or interconnected either to downstream I-Net or Subscriber Network Channels. There shall be no charge to the Town for such I-Net transmission or interconnection to the Subscriber network. The transmission of programming from the I-Net origination points will be configured at the headend or at the point of origination so that reception of the programming can be viewed on either the Subscriber network or I-Net downstream Channels, with the selection of the Subscriber or I-Net option subject to control at the headend. Licensee will provide modulators to transmit from I-Net locations to the Subscriber network and users will be responsible for purchasing modulators to transmit from I-Net locations to other I-Net locations beyond those for which Licensee is otherwise responsible pursuant to this License. Licensee will be responsible for the interconnection of the aforesaid modulators.

(e) The I-Net shall be such that any I-Net origination site can transmit video signals to the I-Net hub site with the provision to said origination site of only a modulator or portable modulator and with no additional signal processing or other transmission equipment at the origination site. In the case of data transmissions, the Licensee shall not be responsible for the

user's origination site/reception site equipment, such as but not limited to modems, but Licensee shall be responsible for providing an I-Net distribution system, at no charge to the Town, that can carry such data upon user deployment of compatible modems and customary user/terminal equipment, provided data is transmitted on frequencies and with technical specifications compatible with the I-Net. The system will be maintained to permit point-to-point high speed data (at not less than 10 mbs) communications from any connected municipal site to any other connected municipal site and municipal sites shall be capable of being tied into existing internal networks. Licensee shall advise the Town, upon request of Town, to assure Town modem and other equipment purchases are compatible with the I-Net.

(f) The Licensee shall have the sole responsibility, at its sole cost and expense, for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control, but including all necessary inspections and performance tests. The Licensee shall be responsible, at its sole cost and expense, for all transporting of video signals between the I-Net and the Subscriber network. Licensee shall be responsible for directing signals onto the Subscriber network at the Auburn system hub site (or, if applicable, at the I-net hub site) and Licensee shall be responsible for the equipment necessary for same, however, if said video signals are switched onto the Subscriber network and are of unacceptable technical and signal quality, Licensee retains discretion, after three (3) occasions of giving

written notice to the originator of the video signals of unacceptable technical and signal quality, to terminate the transmission of same if said problems were caused by the originator and not by the Licensee, until said program originator reasonably remedies the cause of the signal transmission problem(s).

(g) With respect to video, the I-Net shall be operated in compliance with the System Technical Specifications (47 CFR 76.601, Subpart K). In the event that there are technical problems with the I-Net, the Licensee and the Issuing Authority shall negotiate, in good faith, a resolution of any such problems. The Issuing Authority shall have the right to request a performance test of the I-Net with respect to data services, should such problems persist.

(h) Licensee shall be reasonably available to meet with the Town to advise the Town on I-Net utilization.

(i) The Town shall initially have use of not less than 9 upstream and 9 downstream I-Net Channels. Town I-Net Channels may be increased based on utilization and demand as follows: If and when the Town demonstrates demand in excess of supply for its total allocated I-Net Channels with use equal to six (6) hours per day per Channel, more than two times per week, for four consecutive weeks, then the Town shall be assigned an additional I-Net Channel (upstream and downstream). In no event shall the Town be allocated more than a total of 10 upstream and 10 downstream Channels.

(j) The I-Net shall interconnect the public schools in Auburn to allow direct retransmission in one direction and other educational programming among all said schools. The I-Net shall be capable of simultaneous interactive video communications among up to four school sites, subject to the Town allocating a sufficient quantity of Channels for same, and subject to Town having the necessary user equipment. The Town recognizes that infrequently used remote origination sites may not be optimally maintained and that the Town shall be responsible for checking said infrequently used sites not less than seven days in advance of cablecasting to determine if equipment maintenance is required at such an origination site prior to actual cablecasting and shall provide Licensee notice not less than seven days in advance use of such infrequently used site so that Licensee can conduct a line check. In the event that the Town constructs a new High School, or in the event that the Town no longer has access to the existing High School building for continuing access to the existing I-Net hub, then upon one hundred eighty day advance written notice and authorization from Issuing Authority, including designation of an appropriate new High School location or other municipal location for locating the I-Net hub, Licensee shall relocate the I-Net hub to said alternative I-Net hub location.

Section 5.9 ACCESS DESIGNEE

The Town's access designee shall initially be as designated by the Issuing Authority, and may be a local channel committee,

technology committee, non-profit charitable corporation (access corporation), or other customary and appropriate entity or organization as determined by the Issuing Authority. The Issuing Authority may designate one or more such access designees. Said access designee shall manage and operate public, educational and municipal access in the Town in accordance with this License, the access provisions of the federal Cable Act, 47 U.S.C. 531 and applicable law and said access designee shall be accountable to the Issuing Authority.

Section 5.10 INTERCONNECTION

The system shall be capable of interconnection with any adjacent systems owned by Licensee, subject to the following. The Licensee need not pursue such interconnection if Licensee has negotiated in good faith and has failed to obtain an approval of the proposed interconnection, or if the cost of the interconnection would cause an unreasonable economic burden on Licensee or unreasonable increase in Subscriber rates. If Licensee determines not to interconnect based on the above Licensee shall reasonably document such costs and their specific effect on rates. Relative to the above, the Town acknowledges that if Licensee faces effective competition in Auburn, as the term effective competition is defined under the Cable Act, the existence of such competition will be deemed substantial evidence to be considered relative to whether the costs of such an interconnection may result in an unreasonable increase in rates

and/or a competitive disadvantage to Licensee. Notwithstanding the foregoing, the Auburn and Oxford access channels shall in any event be capable of interconnection at the Oxford headend.

ARTICLE 6

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 BUSINESS OFFICE

(i) Licensee shall continue to maintain and operate a customer service office in the City of Worcester for use of Auburn subscribers for bill payment, equipment exchange and the services provided therein under the Prior License, including, receiving and processing complaints, including without limitation those regarding service, equipment malfunctions or billing and collection disputes and said office will also provide program and Channel line-up information. (ii) The Licensee shall maintain a publicly listed toll-free telephone number for Subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C.'s requirements for service during normal business hours. Customer service representatives will answer Subscriber calls during normal business hours as defined by the F.C.C. in the F.C.C. definition of normal business hours, see 47 Code of Federal Regulations, s. 76.309 (c) (4) attached as Schedule 6.1.

Section 6.2 TELEPHONE ACCESS

(a) Qualified customer service representatives will be available to respond to customer telephone inquiries in accordance with Section 6.1 of this License. Such representatives will provide information to help Subscribers troubleshoot basic problems

including VCR/cable interconnect/and company controlled internet access/modem problems.

(b) Under normal operating conditions, telephone answer time by a customer service representative or the automated response unit, including wait time, and the time required to transfer the call, shall not exceed 30 seconds, 90% of the time. Licensee agrees to maintain an automated call distribution system capable of monitoring compliance with this standard and shall provide the Town, upon written request, with quarterly printouts of telephone response data. For the purposes of this paragraph and Article 6 generally, the term normal operating conditions shall be defined in accordance with F.C.C. customer service standards, 47 C.F.R. s. 76.309 (which standards are attached and incorporated herein).

(c) At all times that Licensee's customer service operation is not open, Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. All such after-hours calls shall be logged by the Licensee or its agent. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be turned over to the Licensee's Customer Service Department. The Licensee shall promptly attempt to contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 6.3 INSTALLATION, SERVICE CALLS AND COMPLAINTS

(a) The Licensee shall install cable service in all areas of the Town to those residents whose homes are passed by the Cable System and who have requested service within seven (7) business days of said request for standard aerial installations and within ten (10) business days, weather permitting, of a request for underground installation, subject to Licensee's receipt of necessary permits and easements on reasonable terms.

(b) The Licensee shall specify to the Subscriber, in advance, whether said installation visit or service call will occur in a weekday morning block, weekday afternoon block, weekday evening block, or a Saturday block. Evening service visits (after 6:00 p.m.) shall be available on a scheduled basis, subject to availability and subject to safety considerations. If Licensee cannot make an appointment, Licensee shall call the Subscriber in advance to cancel. The Licensee shall give priority for next day or next "available time" installation or service appointments to Subscribers who cannot be scheduled within the aforementioned time periods. Unless caused by a Subscriber's failure to make the premises available to the Licensee at the time scheduled, failure to make the installation or service call as scheduled shall require the Licensee to automatically offer a priority cable installation or service visit to the affected Subscriber at a time mutually agreeable to the Licensee and said Subscriber, but in no case later than three (3) working days following the initial installation date, or 24 hours following the service

date, unless mutually agreed to otherwise by said Subscriber and the Licensee. In the event a service problem is attributable to technical problems in the Cable System but are wholly within parts of the Cable System that are not on private property, Licensee shall not require Subscribers to be at home at the time of the service call.

(c) Under normal operating conditions, the Licensee shall respond within 24 hours to service complaint calls or requests for repair service where there is a loss of picture or audio on all Channels. Under normal operating conditions, all other service complaint calls or requests for repair service shall be responded to within thirty-six (36) hours, except that Subscribers can schedule service visits beyond this time frame at the Subscriber's option. These standards shall be met in accordance with FCC and NCTA standards in effect as of the execution of this License.

(d) The Licensee shall ensure that there are stand-by service personnel on call at all times after normal business hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar calls or a number of calls coming from the same area.

(e) System Outages, deemed to occur upon the failure of service to five (5) or more Subscribers at or about the same time and in the vicinity of each other that are served by the same amplifier, shall be responded to immediately, twenty-four (24) hours a day by Licensee personnel. Licensee shall supply a paging number to

a designee of the Issuing Authority, if requested, which shall not be available to the general public, and which is capable of reaching appropriate management personnel in the event that emergency repair service is needed and which is to be used only if normal Licensee lines do not allow a rapid connection to appropriate Licensee personnel. The term emergency in the foregoing sentence shall mean events involving potential injury to persons or property, or loss of service to substantial areas. Licensee shall maintain a staff of stand-by technicians who are ready to make the necessary repairs in the event of such an emergency.

Section 6.4 COMPLAINT RESOLUTION PROCEDURES

(a) In compliance with applicable law(s), the Licensee shall establish a procedure for resolution of billing and privacy disputes and complaints by Subscribers. The Licensee shall provide, on an annual basis, a written description of said procedures, including telephone numbers to call for complaints and other services, to all Subscribers, and the Issuing Authority. The Licensee shall also have periodic insertions in its Subscribers' bills that inform Subscribers of such complaint procedures.

(b) The Licensee shall periodically distribute "Customer Satisfaction Cards" to Subscribers who receive a service visit and a summary of findings shall be shared with the Town not more than once annually upon written request of the Issuing Authority.

(c) The Licensee shall, in normal operating conditions, promptly respond to all Subscriber complaints, but in any event within thirty-six (36) hours of receipt of any such complaints except as otherwise provided in Section 6.3(d). The term "normal operating conditions" shall be defined in accordance with F.C.C. customer service standards, 47 C.F.R. s. 76.309 (c) (4), and set forth in License Section 6.2(b) above.

(d) If the Issuing Authority determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by Subscribers arising from the operations of the Licensee, provided said Subscribers make a good faith effort to comply with the Licensee's procedures specified in paragraph (a) above for the resolution of complaints.

(e) In the event that the Issuing Authority finds a pattern of multiple unresolved Subscriber complaints, the Licensee shall implement appropriate and reasonable amendments to the Licensee's procedures for the resolution of complaints.

Section 6.5 MINIMUM SUBSCRIBER INFORMATION

Licensee will provide all prospective Subscribers with complete, clear and concise written information prior to or at the time of initial installation of Cable Service and Licensee shall annually provide existing Subscribers with equivalent information, subject to applicable law. Such materials shall clearly disclose the price and other information concerning

Licensee's lowest cost service. Such information shall include but not be limited to the following:

(a) All services, rates and charges, including but not limited to deposits, if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning known incompatibilities associated with the utilization of video cassette recorders and cable ready television sets with cable service(s), and information on the cost for hooking up VCRs and any other associated VCR costs or charges.

(d) Written information concerning the availability of special equipment such as A/B switches and parental control devices.

(e) Written information concerning the Licensee's privacy policies, pursuant to state and federal law.

(f) Written information concerning steps to take in the event of loss of service; and

(g) Any other customer service disclosures required by federal or state law.

(h) If requested by a subscriber, Licensee shall exercise reasonable efforts to provide information relevant to use of

the Cable System for hearing impaired or other disabled persons.

Section 6.6 VCR COMPATIBILITY; A/B SWITCH

(a) In order to assist Subscribers who own "cable-ready" VCRs to interconnect such VCRs with their "cable-ready" television sets, and to assist Subscribers in the interconnection of non-cable-ready VCRs and television sets, Licensee shall provide assistance to said Subscribers concerning same. Upon request, Licensee shall make available one (1) "A/B switch" at cost, if needed, and a splitter to each such Subscriber, at cost, to facilitate such interconnection. Licensee shall notify Subscribers about the availability of such "A/B" switch on an annual basis in accordance with Massachusetts consumer notification requirements. Use of such an A/B switch and splitter will allow any Subscriber with a cable-ready VCR to record any Channel while viewing an unscrambled Channel, or vice-versa, without the need of a second converter.

(b) Licensee shall not charge an additional outlet fee for VCRs connected to a Cable Service primary outlet when said VCRs do not have separate converters.

(c) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Licensee shall make every reasonable effort to meet with the

Issuing Authority or their designee to advise of planned equipment and service changes and upgrades and to publicize said changes to the subscribers through either local media or other appropriate publicity methods.

Section 6.7 PARENTAL CONTROL CAPABILITY

The Licensee shall provide Subscribers at its cost, upon request with traps to control the reception of any Channels on the Cable Television System, or at the published equipment rate, with a digital receiver capable of controlling such reception.

Section 6.8 BILLING AND TERMINATION PROCEDURES

(a) Licensee will comply with the consumer protection regulations of the Division, 207 CMR 10.00 et seq., as amended, which regulations are incorporated herein by reference and Licensee shall comply with applicable customer service and consumer regulations promulgated by the Federal Communications Commission. (b) In the event Congress, the Federal Communications commission or a court of competent jurisdiction determines that cable modem service is a Cable Service, then with respect to cable modem subscribers, Licensee shall have customer service standards commensurate with those generally acceptable in the computer industry (for example, front line CSRs backed by a national help desk) and such as may apply under applicable law.

Section 6.9 ADVANCE BILLING

Subscribers shall not be billed in advance by more than a one month period except: in the case of demonstrated credit problems involving payment delinquency including more than one disconnection; seasonal situations where a greater period of advance billing is approved by the Division; or in the case of optional promotions offered by Licensee.

Section 6.10 PROTECTION OF SUBSCRIBER PRIVACY

(a) Licensee will comply with all privacy provisions of applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and 18 U.S.C.s. 2520.

The Licensee shall be responsible for carrying out and enforcing the Cable Television System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy. The Licensee shall notify all third parties who offer cable services in conjunction with the Licensee, or independently over the Cable Television System, of the Subscriber privacy requirements contained in this Renewal License.

(b) At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Licensee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

(c) In accordance with Section 631 of the Cable Act, Licensee and its agents or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request Licensee not to disclose to any third party data identifying the Subscriber by name and address and Licensee shall abide by this request.

Section 6.11 POLLING BY CABLE

No polling by cable or other upstream response of a Subscriber or user shall be conducted or obtained unless the program of which the poll or upstream response is a part shall contain a conspicuous and explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, unless the program has a non-commercial, informational, educational function which is self-evident. Licensee or its agents shall release the results of poll or upstream responses only in the aggregate and without individual references. The aforesaid disclosures shall not be required for general viewership surveys not gathering names and addresses or other personally identifiable data.

Section 6.12 INFORMATION WITH RESPECT TO VIEWING

HABITS AND SUBSCRIPTION DECISIONS

In accordance with Section 631 of the Cable Act, Licensee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber except as permitted by law. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is prohibited by applicable law or is otherwise impractical.

Section 6.13 SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY

INFORMATION

In accordance with Section 631 of the Cable Act:

- (a) Licensee shall make available for inspection by a Subscriber during regular business hours at its business office all personal Subscriber information that Licensee maintains regarding said Subscriber.
- (b) A Subscriber may obtain from Licensee a copy of any or all of the personal Subscriber information regarding him or her maintained by Licensee. Licensee may require a reasonable fee for making said copy.
- (c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal Subscriber information. Such challenges and related inquiries about the handling of Subscriber information, shall be directed

to Licensee's General Manager. A Subscriber shall be provided reasonable opportunity to correct any error in such information.

Section 6.14 MONITORING

Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, with the exception of technical tests, without the prior written authorization of the affected Subscriber or commercial user; provided, however, that Licensee may conduct systemwide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, or billing for pay cable services or pay-per-view or other service-related activities. Licensee shall report to the affected parties and all appropriate authorities any instances of unauthorized monitoring or, monitoring or tapping of municipal data transmission, the Cable Television System, or any part thereof, of which it has knowledge. Licensee shall not record or retain any information transmitted between a Subscriber or commercial user and any third party, except as required for lawful business purposes. Licensee shall destroy all Subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

Section 6.15 EMPLOYEE IDENTIFICATION CARDS

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to show an employee photo-identification card issued by the Licensee and the employee shall display such card or make it visible by wearing same regardless of whether there is a request for display of the card.

Section 6.16 NON-DISCRIMINATION

Licensee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

Section 6.17 ENCODING OF NON-PREMIUM SERVICE

Licensee shall maintain the basic service tier unscrambled in throughout the term hereof unless all services are provided in a digital (as opposed to analog) form requiring encoding for digital transmission.

Section 6.18 WIRING BY SUBSCRIBER

(a) Subscribers, or a qualified contractor at the Subscriber's expense, shall have the right to install cable for system

interconnection only within any building which they own or where Landlord consents in writing. Actual interconnection to the Cable System shall be by the Licensee only. Prior to wiring the Subscriber shall agree to indemnify the Licensee for any signal leakage caused by such connection. Such wiring shall be conditioned upon and shall conform to:

(i) All applicable building and electrical codes.

(ii) The Licensee's published guidelines on file with the Issuing Authority, the Building Inspector, and the Wiring Inspector.

(b) Specifications for the cable and connectors to be used in the installation by the Subscriber shall be approved by the Licensee prior to installation.

(c) If the Licensee makes a service/repair visit because of a reported problem and subsequently determines that the problem was caused by wiring and/or improper equipment installed by the Subscriber, the Licensee may assess a maintenance service charge to the Subscriber.

(d) Should the Licensee notify Subscriber in writing that any part of the Subscriber's self-installed wiring is causing harm or interference to the Cable System, the Licensee may require that the Subscriber discontinue use of and disconnect said device. If such a notice is not practicable, the Licensee may temporarily discontinue service. In all such cases the Licensee shall promptly notify the Subscriber in writing of the discontinuance,

and of his/her right to bring the actions of the Licensee to the attention of the Issuing Authority.

(e) Should any Subscriber-installed equipment permanently damage any of the Licensee's equipment, the Subscriber shall be liable for the repair or replacement of such equipment.

Section 6.19 VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request disconnection of cable service shall not be billed for service subsequent to such request for termination of service. Licensee shall make a good faith effort to fully disconnect service as soon as possible after requested to do so by a Subscriber and in no event later than four (4) business days after such request (subject to not having abnormal conditions causing delay). Any credit due to Subscriber upon full termination of a service shall be paid to Subscriber or credited against any outstanding balance within forty-five (45) days.

Section 6.20 LICENSEE'S SURVEYS

In the event Issuing Authority chooses to conduct its own survey of Subscribers, Licensee shall, following an opportunity to consult and meet with the Town concerning said survey, and with not less than one hundred twenty day notice, include such survey in a mailing to Subscribers at no charge to the Town. Such survey shall be for purposes of surveying matters pertaining to cable-related services including but not limited to program

services and customer service. Such survey shall not be implemented more than once in every 18 month period.

Section 6.21 REMOVAL OF ANTENNAS

Licensee shall not remove any television antenna of any Subscriber but shall, at cost, offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 6.22 SUBSCRIBER TELEVISION SETS

To the extent prohibited by M.G.L. ch.166A, Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that Licensee may make adjustments to television sets in the course of normal installation and maintenance of Cable Television Service.

ARTICLE 7

LICENSE ADMINISTRATION

Section 7.1 INDEMNIFICATION

The Licensee shall indemnify and hold the Town and its agents harmless at all times during the term of this License from any and all claims arising out of the actions of the Licensee, its agents, affiliates and contractors in the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable authorized to be installed pursuant to the License and in accordance herewith. Upon receipt of notice in writing from the Town, the Licensee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorney's fees. Licensee shall not be required to indemnify the Town for gross negligence or willful misconduct on the part of the Town or its officials, Boards, Divisions, agencies or employees.

Section 7.2 INSURANCE

At all times during the term of this License, including the time for removal of facilities provided for herein, Licensee shall obtain, pay all premiums for, and if requested in writing, file with the Issuing Authority insurance company certificates of the following insurance:

(a) A general comprehensive hazard and property liability policy naming the Town as an additional insured on all claims on account of injury to or death of a person or persons or damage to property occasioned by the construction, upgrade, maintenance or operation of the Licensee's Cable Television System, with a minimum liability of one million dollars (\$1,000,000.00) for property damage, and of two million dollars (\$2,000,000.00) for injury or death to one or more persons in any one occurrence, with the foregoing including property damage to and liabilities arising from PEG access equipment and facilities.

(b) It is hereby understood and agreed that if there is any change in carrier of the policy (or bond) or change of the terms, the Licensee shall provide the Issuing Authority by certified mail with one (1) copy of such new policy or terms.

Notwithstanding this Paragraph (b), no such change shall diminish the coverage required under Paragraph (a) of this Section. If any change of coverage is unilaterally implemented by the insurance company, and if said change materially diminishes the scope of protection afforded to the Town or to other third parties, then Licensee shall exercise best efforts to obtain substitute coverage without such diminution in the scope of coverage if substitute coverage is available and otherwise comparable in scope of coverage.

Section 7.3 PERFORMANCE BOND

(a) The Licensee shall maintain at its own expense throughout the term of this License a faithful performance bond running to the Town, with at least one good and sufficient surety licensed to do business in the Commonwealth of Massachusetts and subject to reasonable approval by the Town in the sum of fifty thousand dollars (\$50,000.00). The condition of said bond shall be that the Licensee shall well and truly observe, fulfill and perform each material term and condition of this License and that in case of any failure to comply with any material term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the Town for all amounts resulting from the failure of Licensee to comply with any material terms or conditions in this License, provided that first Licensee has been notified of such failure and given an opportunity to cure and be heard.

(b) The performance bond shall be effective throughout the term of this License including the time for removal of facilities provided for herein, and shall be on the condition that in the event that Licensee shall fail to comply with any one or more material terms or conditions of this License, or to comply with any lawful material order, permit or direction of any department, agency, division, board, division or office of the Town having jurisdiction over its acts, or to pay any lawful claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Television System, the Town shall recover from the surety of such

bond all damages up to the limits insured by such bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this License, and thereafter until Licensee has liquidated all of its obligations to the Town that may have arisen from the grant of this License or from the exercise of any privilege therein granted. Neither this section, any bond accepted pursuant hereto, or any damages recovered thereunder shall limit the liability of Licensee under this License.

Section 7.4 RESERVED RIGHTS

(a) The rights reserved to the Issuing Authority with respect to the performance bond are in addition to other rights of the Issuing Authority and shall not affect other rights of the Issuing Authority in accordance with law. Notwithstanding the foregoing, the Issuing Authority shall not seek liquidated damages or any other source of compensation resulting in duplicative coverage for any loss or injury except where a court or tribunal may award multiple damages for knowing and willful wrongdoing.

Section 7.5 ADMINISTRATION OF THE CABLE SYSTEM:
 LOCAL CHANNEL COMMITTEE

At the discretion of the Issuing Authority, the Local Channel Committee may be vested by the Issuing Authority with such power and authority as may lawfully be delegated.

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day oversight of the Cable Television System pursuant to this License. The Issuing Authority and the Local Channel Committee shall monitor and enforce the Licensee's compliance with the terms and conditions of this License.

(b) The Licensee shall meet with the Issuing Authority or the Local Channel Committee to review the Licensee's compliance with the License as well and to review other issues related to this License. Such meetings may be requested by the Issuing Authority, the Local Channel Committee, or the Licensee.

Section 7.6 PERFORMANCE EVALUATION SESSIONS

The Issuing Authority may, or its designee, at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to review Licensee's compliance with the terms and conditions of this License. The Issuing Authority or its designee shall have the right to question Licensee concerning the operation, maintenance and extension of the Cable Television System. During review and evaluation by the Issuing Authority or its designee, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and reasonably related to compliance with the License or compliance with applicable laws.

Section 7.7 INFORMATION REQUESTS AND RIGHT TO INSPECT RECORDS
AND FACILITIES

(a) Upon request of the Issuing Authority and reasonable notice to Licensee, the Licensee shall promptly submit to the Town information regarding the Licensee, its business and operations, with respect to the Cable System, pertaining to the subject matter of this License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary or confidential information, then the Licensee need not disclose the information to the Town, however, the Licensee shall confer with the Town Counsel to explain the basis of the Licensee's claim of a proprietary interest and to attempt to implement a mutually acceptable method of confidential treatment of such records such that they shall not become public records.

(c) Upon reasonable notice, and subject to the limitations in paragraph (b) concerning confidential or proprietary information, the Issuing Authority may visit the Licensee's places of business and other premises and examine the records and facilities of the Licensee during normal business hours to determine Licensee's compliance with (1) all provisions of this License and (2) all other legal requirements relating to this License.

Section 7.8 NON-PERFORMANCE BY THE LICENSEE

(a) The payment of damages for violations under this License shall not be deemed to excuse Licensee from having to cure the violation, if said violation is reasonably established in accordance with law and the matter is reasonably subject to cure.

(b) Failure of the Town to enforce the performance of any term of this License shall not be deemed a waiver of its right to insist upon the subsequent performance of that term. With respect to non-performance of Licensee obligations not involving monetary payments or actual provision of materials and equipment, the failure to enforce performance for a significant period of time and the lack of complaint concerning same, shall be deemed a factor relevant to mitigating the assessment of the amount of damages, if any, for such non-performance.

Section 7.9 LICENSE FEE ENTITLEMENT AND ACCESS PAYMENTS

(a) Subject to applicable law, Licensee shall, on or before March 15th of each year, submit a license fee to the Issuing Authority equal to fifty cents per Subscriber per year as provided in Section 9 of Chapter 166A of the Massachusetts General Laws. Access payments under Article 5 shall not be counted toward the obligation of Licensee to pay fifty cents per Subscriber pursuant to Chapter 166A. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year.

(b) In accordance with federal law, payments for public, educational and governmental operating expenses shall be included within the definition of license fees, and License fees shall not exceed five percent (5%) of Licensee's Gross Annual Revenues. Said five percent (5%) cap shall include annual access operating payments pursuant to Article 5. If in the future, payments to the Town under M.G.L. ch.166A, s.9 are based on a percentage of Annual Gross Revenue and said payments are in excess of one percent (1%) of Licensee's Gross Annual Revenues, said payments will be decreased by the aggregate amount of annual access grants given to Town by Licensee. In accordance with federal law, the Issuing Authority may in writing require the prepayment of a portion of payments otherwise payable in future years, not to exceed a total of \$15,000.00 over the life of the License (which shall be a one-time payment not to exceed \$15,000.00), to be payable to the Town or its designee for access development or other expenses related to access or cable administration to be credited against the funds payable under Section 9 of Chapter 166A for license fees, with said prepayment payable within sixty days of the request by the Town.

Section 7.10 TAXES

Payment of the License fee made by Licensee to the Town pursuant to the provisions of this License shall not be considered in the nature of a tax, but shall be in addition to

any and all taxes of general applicability which are now or may be required hereafter to be paid by any law of the Commonwealth of Massachusetts or the United States.

Section 7.11 SUBSCRIBER AND USER COMPLAINTS

Licensee shall keep all written complaints it receives on file in its business office for a minimum of two (2) years after receipt except such records shall be held for three (3) years during renewal proceedings. Licensee shall on its monthly bill (or the back thereof) include its address and e-mail address for receipt of complaints.

Section 7.12 COMPLAINT, SERVICE INTERRUPTION REPORT & PERFORMANCE

PROOFS

(a) The Licensee shall annually submit a completed copy of Division Form 500 to the Issuing Authority, or its designee, reporting complaints and service interruptions, no later than two (2) weeks after it is submitted to the Cable Division, or if not required by or submitted to the Division, on a regular annual basis. The Licensee shall record written and verbal complaints from its Subscribers on said Form 500 to the extent required by applicable law or the Division.

(b) F.C.C. proof of performance tests shall be made on an annual basis and shall be submitted to the Issuing Authority, upon

request, within ten (10) calendar days after completion of testing.

Section 7.13 INDIVIDUAL COMPLAINT REPORTS

Licensee shall, within ten (10) days after receiving a written request therefor, send a written report to the Issuing Authority with respect to any written complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 7.14 QUALITY OF SERVICE

In addition to other complaint resolution procedures under this License, the parties agree that in the event that the Issuing Authority receives at least eight written or e-mail complaints from Subscribers of which Licensee was previously notified by Subscriber or the Issuing Authority within 21 days regarding signal quality, the Issuing Authority will notify Licensee in writing and Licensee will report in writing to the Towns within twenty-one (21) days of such notice about the nature of the problem, if any, and the corrective action to be taken, if any. Said notice to the Licensee shall include the details of each complaint and the names of the complainants. Subsequent to such report, if no corrective action is taken and the Issuing Authority has reliable, credible evidence to indicate that Licensee is not meeting the technical specifications of this License, the Issuing Authority will have the right to require

Licensee's senior engineer to test, analyze and report on signal quality within twenty-one (21) days specifically related to such complaints.

Section 7.15 [Intentionally Omitted]

Section 7.16 FINANCIAL REPORTS

(a) In the event that the Town or its designee, including a public or educational access designee, receives a percentage License Fee pursuant to applicable law, the Licensee shall furnish the Issuing Authority and/or its designee(s), no later than one hundred and sixty (160) days after the end of the Licensee's Fiscal Year, a Statement of Gross Annual Revenues as defined in Article 1 and any other financial reports required by state and/or federal law including Division Forms 200, 300 and 400.

(b) Licensee shall file with the Issuing Authority a report containing the number of Subscribers in the Town. Said report shall be filed annually with the financial reports required pursuant to this section.

Section 7.17 NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this License or under any statute, law or ordinance shall preclude the availability of injunctive relief, revocation or other remedies available under applicable laws.

Section 7.18 DUAL FILINGS

The Licensee shall make available to the Town, and copy at the Licensee's expense, copies of any petitions or communications filed by the Licensee with any state or federal agency or division pertaining to compliance with any material aspect of this License or pertaining to Licensee's compliance with any law or regulation which compliance affects Licensee's operation of the Cable System.

Section 7.19 REVOCATION OF RENEWAL LICENSE

This License may be revoked by the Issuing Authority, to the extent permitted by federal and state law. Any such revocations of this License shall be ordered after a public hearing by the Issuing Authority subject to the appeals provisions of G.L. c. 166A, s. 14, or any other rights available to the Licensee.

ARTICLE 8

GENERAL PROVISIONS

Section 8.1 ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

Section 8.2 CAPTIONS

The captions to sections throughout this License are intended solely to facilitate reading and reference to the sections and provisions of this License. Such captions shall not affect the meaning or interpretation of this License.

Section 8.3 SEVERABILITY

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

Section 8.4 FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes, acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, labor strikes or job actions, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; snowstorms; washouts; droughts; arrests; or civil disturbances; explosions; partial or entire failure of utilities; or failure of utilities, notwithstanding diligent efforts of Licensee, in granting pole or conduit attachments; or failure of suppliers to provide equipment or materials in circumstances where Licensee exercised diligent efforts.

Section 8.5 LICENSE EXHIBITS

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

Section 8.6 WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this License:

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

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

(c) This License is enforceable against the Licensee in accordance with the provisions herein; and

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

Section 8.7 APPLICABILITY OF LICENSE

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

Section 8.8 JURISDICTION

Exclusive jurisdiction and venue over any dispute or

judgment rendered pursuant to any provision of this License shall be in a court or agency of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 8.9 NOTICE

Every notice to be served under this agreement shall be delivered in hand or sent by certified mail (postage prepaid), or by Federal Express or other receipted overnight delivery service, and shall be deemed to have been given on the date of delivery and shall be addressed as follows:

1. To the Issuing Authority: Board of Selectmen
Auburn Town Hall
104 Central Street
Auburn, MA 01501

or such other address as the Issuing Authority may specify in writing to the Licensee.

2. To the Licensee: Group Operations Director
Charter Communications
95 Higgins Street
Worcester, MA 01606
3. With a copy to: Senior Regional V.P./Operations
Charter Communications
11 Commerce Road
Newtown, CT 06470

or such other address as the Licensee may specify in writing to the Issuing Authority.

Section 8.10 TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right, to the extent, authorized by applicable law or regulation, to intervene in any suit, action or proceeding directly relating to the provisions of this License.

Section 8.11 RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this License will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Licensee or by the Town of any legal rights which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions. Notwithstanding the foregoing, in the event the the Massachusetts Cable Television Division no longer requires filing of service call and complaint forms, outage/significant interruption forms or financial statements, or other forms currently required by said Division, or in the event of the discontinuation of said forms as a result of the elimination of of the Division, Licensee will continue to provide and file any forms, unless a successor agency requires substantially similar forms of its own for the purposes of the Division's prior forms.

8.12 Competition Clause

(a) If the Town enters into any cable television contract or license, or Open Video System agreement, or similar agreement with a Multichannel Video Program Provider (MVPP), which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement when taken as a whole, or such terms and conditions equitably modified to reflect any differences between this License and any additional license, contract or agreement in terms of benefit to the respective MVPP, including, but not limited to, such considerations as (i) length of term; (ii) extent of service area; (iii) system design and construction specifications; (iv) the payment of any franchise fees; (v) any payments for the support PEG access programming; (vi) any grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-Net; and (ix) customer service standards. To the extent that any term of this License is less favorable and more burdensome to the Licensee than those of an equivalent provision of such subsequent or additional MVPP license, contract, or agreement, the Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate and afford the Issuing Authority the opportunity to find the disparate nature of the terms of the additional license(s) and whether there is commercial impracticability resulting therefrom, and, following said hearing and in the event of such findings, the Town shall take actions to rectify said differences, including, but not limited to, amending the additional license, contract, or agreement so that they are not on more favorable or less burdensome terms than the terms of this License or amending this License with respect to the terms

and conditions subject to Issuing Authority negotiation and control in the additional license, contract or agreement, so that its terms are not less favorable or more burdensome than those of any additional license, contract, or agreement when taken as a whole and in light of the circumstances.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS DAY OF JUNE, 2003.

TOWN OF AUBURN
BY THE BOARD OF SELECTMEN:

Approved as to form

William August, Esq.
Special Counsel to
the Town of Auburn

Charter Communications
This License is
hereby accepted by:

TABLE OF SCHEDULES

4.2	Initial Rates
4.3	Broad Programming Categories
4.4	Initial Programming Tiers and Line-up
4.5	Senior Discount Program
5.8	I-Net Sites
6.1	47 Code of Federal Regulations 76.309 Customer Service Standards

SCHEDULE 4.2

Initial Rates

SCHEDULE 4.3

Programming Categories

CATEGORIES

Broadcast Stations as required by Federal Law

Access Channels

Children's

Government/Public Affairs/News

Sports

General Entertainment/Variety Programming

Shopping Services

Cultural/Arts

Educational

Science/Health

Financial and Business

Foreign Language

SCHEDULE 4.4

Initial Programming Tiers & Line-up

SCHEDULE 4.5

SENIOR DISCOUNT PROGRAM

To be eligible for the senior discount program in Section 4.5(a) a resident must meet the following criteria: Sixty-five (65) years of age or older and head of the household receiving one of the following: i) Supplemental Security Income; ii) Medicaid benefits; iii) Massachusetts fuel assistance; or iv) Veterans' Services Benefits; v) eligible for and receiving the Town's income based senior citizen real estate tax abatement pursuant to Mass. General Laws; vi) eligible for and residing in publicly assisted subsidized housing; low income renters, being renters who demonstrate they are at income levels that would entitle a person to the abatement referenced in clause "v" immediately above. (b) The enrollment process is as follows: To establish eligibility, a resident shall bring or mail a photocopy of driver's license, birth certificate or other document definitively establishing age, plus a photocopy of documentation definitively establishing receipt by the resident at the time of application for discount of any one of the programs listed in (i) – (vi) of this Schedule 4.5. A resident need establish eligibility for this discount only once to continue receiving it so long as the resident remains a subscriber.

[The foregoing applies to seniors not already receiving the discount under the license in effect prior to this renewal license. Under License Section 4.5, subscribers who received a discount under the Prior License, shall continue to receive said discount.]

SCHEDULE 5.8

I-Net Sites

I-Net Sites: Sites on I-Net under Prior license

The above sites to be able to transmit remote video originations (subject to the Town providing modulators except as Licensee is expressly required to provide modulators pursuant to the License) and the above sites to be able to transmit data, subject to the limitations in Section 5.8, if any.

SCHEDULE 6.1

Customer Service Standards, 47 CFR 76.308