

CABLE TELEVISION

FINAL LICENSE

GRANTED TO

RCN-BECOCOM, L.L.C.

THE BOARD OF SELECTMEN

TOWN OF BURLINGTON,

MASSACHUSETTS

APRIL 26, 1999

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(To Be Attached)

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A G R E E M E N T

This Cable Television Final License entered into this 26th day of April 1999, by and between RCN-BecoCom, L.L.C. and the Board of Selectmen of the Town of Burlington, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A.

W I T N E S S E T H

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

WHEREAS, the Issuing Authority conducted an initial public hearing on August 18, 1997; and

WHEREAS, RCN-BecoCom, L.L.C. submitted an initial proposal and Massachusetts Cable Division Form 100 to the Town of Burlington, dated October 6, 1997, for a license to construct, operate and maintain a Cable Television System in the Town of Burlington; and

WHEREAS, pursuant to 207 CMR 3.03, the Issuing Authority of the Town of Burlington released an Issuing Authority Report on March 9, 1998; and

WHEREAS, RCN-BecoCom, L.L.C. submitted an amended proposal and Massachusetts Cable Television Division Form 100 to the Town, dated April 9, 1998, for a license to construct, operate and maintain a Cable Television System in the Town of Burlington; and

WHEREAS, pursuant to 207 CMR 3.03(4), the Issuing Authority conducted a public hearing on October 15, 1998, to assess the qualifications of RCN-BecoCom, L.L.C.; and

WHEREAS, the Issuing Authority and RCN-BecoCom, L.L.C. did engage in good faith negotiations to further clarify said proposals and did agree on proposals to construct, operate and maintain a Cable Television System in the Town of Burlington; and

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

WHEREAS, the Issuing Authority granted a Cable Television Provisional License to RCN-BecoCom, L.L.C. on March 8, 1999; and

WHEREAS, RCN-BecoCom, L.L.C. did submit to the Issuing Authority written verification that it had complied with Sections 3, 4 and 5 of M.G.L. Chapter 166A; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Burlington to grant a non-exclusive Final License to RCN-BecoCom, L.L.C.

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

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

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

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

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

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Burlington from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

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

(5) Basic Cable Service or Basic Service: Any service tier which includes the retransmission of local television broadcast Signals.

(6) CMR: The Code of Massachusetts Regulations.

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(7) Cable Communications Act (the "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

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

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

(10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

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

(12) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Burlington, Massachusetts.

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

(15) Drop or Cable Drop: The coaxial cable that connects an Outlet to the feeder line of the Cable System.

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

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(17) Execution Date of Final License (the "Execution Date"): April 26, 1999.

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

(19) Feeder Line: A branch off one of the Town-wide distribution cabletrunks which feeds a small area or neighborhood.

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

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

(22) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. In the event that the FCC or an appropriate jurisdiction redefines, revises or broadens the definition of Cable Services, then the Licensee shall include such other Service revenues in its Gross Annual

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Revenues payments to the Town; provided, however, that any other Cable Television licensee(s) operating in the Town that are actually offering such broader Services to Burlington Subscribers also include any such broader Service revenues as part of such other Cable Television licensee's Gross Annual Revenues payments to the Town.

(23) HDTV: The acronym for High Definition Television.

(24) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(25) Hub or Hub Site: A sub-Headend, generally located within a Cable Television community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber Node or transportation super trunk.

(26) Internet: The world-wide computer network.

(27) Issuing Authority: The Board of Selectmen of the Town of Burlington, Massachusetts.

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

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

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

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

(32) Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

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

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(34) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

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

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

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

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

(39) Power Node or Node: A remote terminal device used to provide integrated network powering solutions for broadband, hybrid fiber-coax or switched digital video architecture(s). The device, including corrosion resistant cabinet, shall be 75 inches (190.5cm) in width, 26 inches (66cm) in depth, and 62 inches (157.5cm) in height, or its equivalent approved by the Issuing Authority.

(40) Prime Rate: The prime rate of interest, at BankBoston.

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

(42) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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

(44) Service: Any Basic Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

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

(46) State: The Commonwealth of Massachusetts.

(47) Subscriber: Any Person, firm, corporation or other entity, located in Burlington, who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(48) Subscriber Network: The 860 MHz, bi-directional network, with a minimum of one hundred ten (110) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

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

(50) Town: The Town of Burlington, Massachusetts.

(51) Town Counsel: The Town Counsel of the Town of Burlington, Massachusetts.

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

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

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

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(55) VCR: The acronym for video cassette recorder.

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

ARTICLE 2

GRANT OF FINAL LICENSE

Section 2.1---GRANT OF FINAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Burlington, Massachusetts, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive Cable Television Final License to the LICENSEE authorizing the Licensee to qualify in order to construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Burlington.

This Final License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application.

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

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

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Section 2.2---**TERM OF FINAL LICENSE**

The term of this Final License shall be for ten (10) years, commencing on April 26, 1999 and expiring on April 25, 2009, unless sooner terminated as provided herein or surrendered.

Section 2.3---**NON-EXCLUSIVITY OF FINAL LICENSE**

This Final License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Burlington; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

Section 2.4---**POLICE AND REGULATORY POWERS**

(a) By executing the Final License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town. Any conflict between the terms of the Final License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

(b) Nothing herein shall prevent the Issuing Authority and/or its designee(s) from assessing taxes on the Licensee's Cable System and plant in accordance with applicable federal, State and local laws, by-laws and/or regulations.

Section 2.5---**REMOVAL OR ABANDONMENT**

Upon termination of the Final License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution systems, and all

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other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner it deems appropriate. Any costs incurred by the Town, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the Town by the Licensee upon request.

Section 2.6---**TRANSFER OF THE FINAL LICENSE**

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

(b) In considering a request to transfer control of the Final License, the Issuing Authority may consider such factors as the transferee's financial qualifications, management and technical expertise, character qualifications, experience in the cable industry, performance in other communities and any other criteria allowable under law.

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

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

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

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

Section 2.7---**EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of the Final License.

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

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) No later than eighteen (18) months from the Execution Date of the Final License and provided that the Licensee is able to obtain underground permits in an expeditious manner, the Licensee shall construct, install, activate, operate and maintain, at its sole cost and expense, and make available to all residents of the Town, an eight hundred sixty Megahertz (860 MHz) Subscriber Network, fully capable and activated to carry a minimum of one hundred ten (110) NTSC video Downstream and four (4) NTSC video Upstream Channels. In the event that the Licensee cannot obtain underground permits expeditiously, the Licensee shall have twenty-four (24) months from the Execution Date of the Final License to complete construction of the Subscriber Network. The Subscriber Network shall conform, at a minimum, to the "Technical Description of Subscriber Network for the Town of Burlington", attached hereto as **Exhibit 1** and made a part hereof.

(b) Upon activation of the Cable System, the Licensee shall activate and program a minimum of one hundred ten (110) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including the public, educational and governmental Access Channels.

(c) No later than eighteen (18) months from the Execution Date of the Final License, the Licensee shall install, and maintain throughout the term of the Final License, standby power at its Headend facility. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

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

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

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

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

(h) The Licensee shall provide a master construction plan and construction schedule to the Issuing Authority and the DPW for review and approval, prior to the commencement of construction in the Town.

Section 3.2---**PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets. Where 860 MHz Converters are utilized, there shall be no charge for such parental control capability. The Licensee shall advise potential Subscribers of the availability of such parental control capability in all sales promotions.

Section 3.3---**EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network, described in Section 3.1 herein, shall have an activated Emergency Alert System ("EAS") that will override the audio and video Signal(s) carried on the Burlington Subscriber Network. The EAS shall switch-off Cable Television Signals at the local Hub Site and automatically insert video and audio messages that will alert and instruct Subscribers to follow specific emergency related instructions. The EAS shall consist of a MHz sub-alert 70A Camb Generator Base Package, idea/onics AV-70+ expansion switch, a MHz EAS-4 AM/FM/NOAA receiver, or like equipment, and associated antennas and interface equipment. The EAS shall be controlled remotely by the Issuing Authority, and provided by the Licensee at its sole cost and expense.

Section 3.4---**SYSTEM TECHNICAL SPECIFICATIONS**

The system design of the Cable Television System, pursuant to Section 3.1 herein, shall conform to the technical specifications contained in **Exhibit 2** attached hereto and made a part hereof. At all times throughout the Final License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1---AREA TO BE SERVED

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

(b) Subject to Section 3.1 infra regarding underground permits, no later than eighteen (18) months from the Execution Date of the Final License, the Licensee's Cable Service shall be available to all residences and non-commercial buildings in the Town, unless legally prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units. The Licensee shall make its best efforts to obtain rights-of-way and Multiple Dwelling Unit ("MDU") access agreements in the Town in order to make cable service(s) available to all residents.

(c) Installation charges shall be consistent with federal and State regulations.

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall install, operate and maintain the Cable Television System within the Town of Burlington. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

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

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(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. 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.

Section 4.4---**TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Final License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town. The Licensee may not trim and/or prune any trees belonging to the Town without the advance notification of the DPW.

Section 4.5---**RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---**TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---**DISCONNECTION AND RELOCATION**

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---**SAFETY STANDARDS**

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9---**PEDESTALS**

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public layout, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town-approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 infra. If required by applicable regulations and/or local by-laws, abutters shall be notified of such new pedestals and given an opportunity to comment prior to any approval by the Town.

Section 4.10---**PRIVATE PROPERTY**

The 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 Television System in the Town. The Licensee shall promptly repair or replace all private property, to its previous condition, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 4.11---**RIGHT TO INSPECTION OF SYSTEM**

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of the Final License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give reasonable prior notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 4.12---**CABLE SYSTEM MAPS**

(a) The Licensee shall file with the Issuing Authority or its designee "as-built" maps of the Cable System plant. If changes are made in the Cable System, upon request, the Licensee shall file updated as-built maps annually, not later than fifteen (15) days after any such request.

(b) Within thirty (30) days of the completion of the 860 MHz Subscriber Network, the Licensee shall supply the Town with a full set of Computer-Aided-Design/Computer-Aided-Mapping ("CAD-CAM") maps of the Cable System, for the Town's use, without charge(s) to the Issuing Authority and/or any Town department. The Licensee shall update and maintain said mapping on an annual basis throughout the term of the Final License. Said CAD-CAM maps shall separately show, among other things all of the Licensee's Cable System plant in the Town.

Section 4.13---**SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers, given over one (1) of the Cable System's local channels, including a bulletin-board notice. The Licensee shall provide such other notices regarding service interruption in order to comply with the Americans With Disabilities Act ("ADA").

Section 4.14---**COMMERCIAL ESTABLISHMENTS**

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee.

Section 4.15---**SERVICE OUTAGE NOTIFICATION**

The Licensee shall provide a written explanation of any service outages in the Town to the Issuing Authority.

Section 4.16---**DIG SAFE**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

Section 4.17---**NOTIFICATION OF WORK IN TOWN**

When any work is being performed in the Town by the Licensee, any Affiliate(s) and/or any subcontractor(s), the Licensee shall notify the Issuing Authority's technical advisor in advance of such work.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---**BASIC SERVICE**

The Licensee shall provide a Basic Service which shall include all Signals, including the downstream PEG Access Channels, which are required to be carried by a Cable Television System serving the Town pursuant to applicable federal statute or regulation.

Section 5.2---**PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 3**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 3**, attached hereto, are at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Burlington Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3---**TWO-WAY CAPABILITY**

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

Section 5.4---**LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.5---**VCR/CABLE COMPATIBILITY**

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR

controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request accessories and written procedures which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment and written procedures shall be available to all Subscribers no later than System Completion. Attached hereto, as **Exhibit 4**, are the different options available to all subscribers in writing with the applicable charges, if any, on an annual basis.

(b) The Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Final License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.5(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 5.5(b) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(d) 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. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 5.6---**CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance. Appropriate credit shall be given to all Subscribers affected by a Cable Signal outage in excess of twenty-four (24) hours duration.

Section 5.7---**FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS**

(a) The Licensee shall provide, install and maintain a free Subscriber Cable Drop and/or Outlet and its monthly Basic Service, or its equivalent (See **Exhibit 3**), to all police and fire stations, public libraries and other public or non-profit buildings included in **Exhibit 5**, attached hereto and made a part hereof, and any other public buildings as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town and/or any designated institution for the installation and provision of monthly Cable Service and related maintenance. The Licensee shall supply one (1) non-addressable Converter for each Drop and/or Outlet if required for the reception of the monthly service, at its sole cost and expense.

(b) The Issuing Authority may request a maximum of twenty (20) additional Drops and/or Outlets to public non-school buildings or non-profit institutions identified in **Exhibit 5**, and/or other locations to be specified by the Issuing Authority without charge(s) of any kind to the Issuing Authority and/or the Town.

(i) In the event that the Licensee is not required to install 20 Drops and/or Outlets, the Licensee shall pay to the Town the amount of Fifty Dollars (\$50.00) for each Drop and/or Outlet not installed, not to exceed 20 Outlets. The Licensee and the Issuing Authority, or its designee(s), shall agree on the number of Drops and/or Outlets actually installed pursuant to this Section 5.7, no later than two (2) years from the expiration of the Final License.

(c) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).

(d) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop and/or Outlet, prior to any such installation.

(e) There shall be no charges to the Town for the installation, maintenance, and/or repair of additional Drops and/or Outlet(s) to public buildings, as provided by Section 5.7(b) above. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item or otherwise pass-through any such additional Drop/Outlet costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation,

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collection, and/or interest paid on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized, line-itemed or passed-through additional Drop and/or Outlet costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

(ii) Pursuant to applicable law, the Issuing Authority has the right to appeal to the appropriate jurisdiction(s) any such externalized, line-itemed and/or passed-through costs.

Section 5.8--FREE DROPS AND MONTHLY SERVICE TO SCHOOLS

(a) The Licensee shall continue to provide its monthly Basic Service, or its equivalent (See **Exhibit 3**), to all schools listed in **Exhibit 6**, attached hereto and made a part hereof, as well as to those Drops and/or Outlets to be added, as described below.

(b) Subject to Section 5.7(b) supra, the Issuing Authority may request a maximum of twenty (20) additional Drops and/or Outlets to School buildings identified in **Exhibit 6**.

(i) In the event that the Licensee is not required to install 20 Drops and/or Outlets, the Licensee shall pay to the Town the amount of Fifty Dollars (\$50.00) for each Drop and/or Outlet not installed, not to exceed 20 Outlets. The Licensee and the Town shall agree on the number of Drops and/or Outlets actually installed pursuant to this Section 5.8 no later than two (2) years from the expiration of the Final License.

(c) The exact locations of said Drops and Outlets shall be designated by the Burlington School Department (the "School Department"). The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(d) The Licensee shall provide one (1) non-addressable Converter with each Outlet, if required for the reception of monthly Basic Service (or its equivalent), without charge to the Town or the School Department. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense.

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(e) The Licensee shall work cooperatively with the Burlington Public School system to enhance its educational curriculum by providing state-of-the-art technology to the school system, without charge(s) to the School Department.

(f) There shall be no charges to the Issuing Authority, Town and/or the School Department for the installation, maintenance, and/or repair of the additional Outlet(s), as required herein, to School buildings. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize or otherwise pass-through any such additional School Drop and/or Outlet costs to Subscribers, the Licensee may do so, including, but not limited to, the computation, collection, and/or interest on and allocation of any such costs, strictly in compliance with said laws and/or regulations.

(i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any such externalized, line-itemed or passed-through additional school Outlet costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said detailed costs to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

(ii) Pursuant to applicable law, the Issuing Authority has the right to appeal to the appropriate jurisdiction(s) any such externalized, line-itemed and/or passed-through costs.

Section 5.9---FREE INTERNET SERVICE TO TOWN BUILDINGS AND SCHOOLS

Commencing no later than six (6) months from the Execution Date of the Final License and continuing for the entire term of the Final License, the Licensee shall provide free Internet Service to each Burlington Public Building and School Building in the Town listed in **Exhibits 5 and 6** attached hereto,. Said Internet Service shall be consistent with the description of such Internet Service, contained in **Exhibit 13**, attached hereto and made a part hereof. Said Internet Service shall have a value of approximately twenty-eight thousand dollars (\$28,000.00) per year.

Section 5.10---CAPITAL PAYMENTS TO THE ISSUING AUTHORITY

(a) The Licensee shall make the following five (5) capital payments to the Issuing Authority, totaling Two Hundred Thousand Dollars (\$200,000.00):

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(1) Forty Thousand Dollars (\$40,000.00) to the Issuing Authority no later than one (1) year from the Execution Date of the Final License;

(2) Forty Thousand Dollars (\$40,000.00) to the Issuing Authority no later than two (2) years from the Execution Date of the Final License;

(3) Forty Thousand Dollars (\$40,000.00) to the Issuing Authority no later than three (3) years from the Execution Date of the Final License;

(4) Forty Thousand Dollars (\$40,000.00) to the Issuing Authority no later than four (4) years from the Execution Date of the Final License; and

(5) Forty Thousand Dollars (\$40,000.00) to the Issuing Authority no later than five (5) years from the Execution Date of the Final License.

(b) Under no circumstances shall said capital payments be counted against (1) the annual funding payable to the Access Corporation pursuant to Section 6.4 infra; and/or (2) the annual equipment grant payable to the Access Corporation pursuant to Section 6.5 infra; and/or (3) the License Fees payable to the Town pursuant to Section 7.1 infra.

(c) In the event that the capital payments required herein are not tendered to the Issuing Authority on or before the dates fixed herein, interest due on such capital payments shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS/LOCAL ORIGINATION FACILITIES AND SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---ACCESS CORPORATION

The Access Corporation shall provide services to PEG Access Users and the Town, as follows:

(1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;

(2) Manage the annual funding, pursuant to Section 6.4 below;

(3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.5 below;

(4) Conduct training programs in the skills necessary to produce PEG Access Programming;

(5) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;

(6) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;

(8) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and

(9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

Section 6.3---**PEG ACCESS CHANNELS**

(a) Subject to Section 3.1 supra, no later than eighteen (18) months from the Execution Date of the Final License, the Licensee shall make available three (3) full-time Downstream Channels for PEG Access purposes.

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

(c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, Town, the Access Corporation and/or Subscribers, and shall be subject to the control and management of the Access Corporation.

(d) Except as required by applicable law, rule or regulation, the Licensee shall make its best efforts to utilize Channels 9, 10 and 22 on the Subscriber Network as the channel locations of the PEG Access Downstream Channels. The Licensee shall not change said channel locations, without the advance, written consent of the Issuing Authority and the Access Corporation, which consent shall not be unreasonably withheld.

Section 6.4---**ANNUAL SUPPORT FOR PEG ACCESS**

(a) For Years One through Five of the Final License, the Licensee shall provide an annual payment to the Access Corporation, for PEG Access and related purposes, equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined herein, or a minimum of Thirty-Five Thousand Dollars (\$35,000.00), whichever amount is greater.

(i) Said annual five percent (5%) or minimum \$35,000.00 payment shall be made to the Access Corporation on an annual basis.

(ii) The first payment to the Access Corporation under the Final License shall be made within thirty (30) days of the end of Year One of the Final License, and shall constitute 5 percent (5%) of the Licensee's Gross Annual Revenues for the preceding twelve month period, or \$35,000.00, whichever amount is greater.

(iii) The Licensee shall file with each such annual payment a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding twelve (12) month period. Along with such statement, the Licensee shall also complete and submit the Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 7**.

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(b) At the end of Year Five of the Final License, the Issuing Authority and the Licensee shall conduct an accounting of the amounts, pursuant to paragraph (a) above, paid to the Access Corporation, in order to determine the actual amount that the Access Corporation would have received from the Licensee had the Licensee's payments to the Access Corporation have been five percent (5%) of its Gross Annual Revenues. In the event that the Licensee has paid the Access Corporation in excess of five percent (5%) of its Gross Annual Revenues for Year One through the end of Year Five, any excess amount above five percent (5%) for said years will be averaged over the remaining Final License term and credited against the five percent (5%) Gross Annual Revenues payments made to the Access Corporation at the end of Year Six through the end of Year Ten.

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

(i) If the Licensee's total annual payment to the Access Corporation was less than five percent (5%) of its Gross Annual Revenues for the previous year, it shall pay any balance due to the Access Corporation no later than its subsequent annual payment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

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

(e) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 6.5---PEG ACCESS EQUIPMENT PAYMENTS

(a) The Licensee shall make an annual payment to the Access Corporation in the amount of Five Thousand Dollars (\$5,000.00) for the purchase/lease of PEG Access equipment.

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(b) The Licensee shall make the first \$5,000.00 payment to the Access Corporation under this Section 6.5 within thirty (30) days of the Execution Date of the Final License. Every year thereafter, on the anniversary date of the first \$5,000.00 payment, the Licensee shall make a \$5,000.00 equipment/facilities payment to the Access Corporation.

(c) Under no circumstances shall said equipment payments be counted against (1) the capital payments payable to the Issuing Authority pursuant to Section 5.10 supra; and/or (2) the annual funding payable to the Access Corporation pursuant to Section 6.4 above; and/or (3) the License Fees payable to the Town pursuant to Section 7.1 infra.

(d) In the event that the equipment payments required herein are not tendered to the Access Corporation on or before the dates fixed herein, interest due on such equipment/facilities payments shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 6.6---RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority and/or the Access Corporation may have for additional sums including interest payable under this Article 6. Not more than once a year, upon reasonable advance notice, the Issuing Authority and/or an independent certified public accountant hired by the Issuing Authority and/or the Access Corporation shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of the payments tendered hereunder. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty (30) days after any recomputation. The interest of such additional payment shall be charged from Prime Rate during the period that such additional amount is owed. If, after inspection, the Licensee has overpaid, such overpayment shall be credited against the next payment to the Access Corporation, without interest charges of any kind.

Section 6.7---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

Section 6.8---**PEG ACCESS CABLECASTING**

(a) In order that the Town and/or the Access Corporation can cablecast its Programming over the PEG Access Downstream Channels, all PEG programming shall be modulated, then transmitted from any location with Origination Capability, as listed in **Exhibit 8** hereto, to the Cable System Headend or Hub, on upstream bandwidth made available, without charge, to the Town and the Access Corporation for their use.

(b) The Licensee shall provide the Town and/or the Access Corporation with the capability to ensure that said Programming is properly switched, either manually or electronically, to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channels. The Licensee shall not charge the Town and/or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain, at its sole cost and expense, all necessary processing equipment in order to switch Upstream Signals from the Town and/or the Access Corporation to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide end-user equipment.

Section 6.9---**CENSORSHIP**

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.10---**PEG ACCESS PROGRAMMING COSTS**

(a) There shall be no charges to the Issuing Authority, its designees, the Town, the Access Corporation and/or PEG Access Users for use of the PEG Access Channels and/or services required herein. In the event that applicable state and/or federal laws and/or regulations allow the Licensee to externalize, line-item and/or otherwise pass-through any PEG Access costs to Subscribers, the Licensee may only do so, including, but not limited to, the computation, collection, interest paid on and/or allocation of any such costs, strictly in compliance with said laws and/or regulations.

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(i) If requested to do so by the Issuing Authority, the Licensee shall provide a written explanation of any externalized, line-itemed and/or passed-through such PEG Access costs, in sufficient detail to enable the Issuing Authority to understand how such costs have been externalized, line-itemed and/or passed-through as allowed or required by applicable law(s). Unless agreed to otherwise, the Licensee shall provide said written explanation to the Issuing Authority, in writing, within fourteen (14) days of a request to do so by the Issuing Authority.

(ii) Pursuant to applicable law, the Town has the right to appeal to the appropriate jurisdiction any such externalized, line-itemed and/or passed-through to Subscribers.

ARTICLE 7

LICENSE FEES

Section 7.1---LICENSE FEE ENTITLEMENT

(a) The Licensee shall pay to the Town, throughout the term of the Final License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amount as may be permitted by applicable law(s). Said License Fee payment shall be made to the Town on March 15th of each year of the Final License.

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual payments to the Town on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(22) supra.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Final License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the capital payments payable to the Issuing Authority pursuant to Section 5.10 supra; (iii) the equipment payments payable to the Access Corporation pursuant to Section 6.5 supra; (iv) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (v) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town pursuant to Sections 2.5, 4.5, 9.2(c), 10.4 and/or 10.5 herein.

Section 7.2---PAYMENT

The License Fees shall be paid annually to the Town throughout the term of the Final License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3---**OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

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

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

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

Section 7.4---**LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue fifteen (15) days from the date due at the rate of three percent (3%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Final License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.5---**RECOMPUTATION**

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than one year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable.

Section 7.6---**AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Burlington.

Section 7.7---**METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to the Final License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

(a) The Town reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

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

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

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 9**.

Section 8.3---**NON-PREDATORY AND NON-DISCRIMINATORY RATES**

All of the Licensee's rates, charges and pricing for Subscriber services shall be non-predatory and non-discriminatory.

Section 8.4---**PUBLICATION AND NON-DISCRIMINATION**

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Final License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 8.5---**CREDIT FOR SERVICE INTERRUPTION**

(a) The Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Service interruption.

(b) If an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall provide a pro-rata credit or rebate for each tier or Premium Service interruption.

Section 8.6---**SENIOR CITIZEN DISCOUNT**

The Licensee shall provide senior citizens in Burlington a discount of two dollars (\$2.00) per month off of the Licensee's Basic Service. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head of the household and (2) receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Service benefits, or (v) residence in subsidized housing. Said discount shall apply to the full level of Basic Service; however, this discount may not apply to other discount package prices.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

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

(1) A commercial general liability policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

(3) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

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

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; an

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

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

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

(a) Such insurance shall commence no later than the Execution Date of the Final License.

(b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(d) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of the Final License under which the Town may immediately suspend operations under the Final License.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Final License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Five Hundred Thousand Dollars (\$500,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Final License.

(b) The performance bond shall be effective throughout the term of the Final License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Final License, or to comply with any order, permit or direction of any department, agency, commission, committee, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the maintenance, operation, and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) When the Cable System has been completed pursuant to the terms of Article 3 herein, said performance bond may be reduced to the sum of One Hundred Fifty Thousand Dollars (\$150,000); provided, however, that the Licensee shall notify the Issuing Authority in writing, in advance of such reduction, that it has completed the Cable System as required by Article 3 herein and requests approval for a reduction of the amount of said bond. The Licensee shall not reduce the amount of said bond until the Issuing

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Authority grants, in writing, its approval for such reduction, which approval shall not be unreasonably denied or delayed.

(d) Said bond shall be a continuing obligation of the Final License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Final License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Final License.

Section 9.3---**LETTER OF CREDIT**

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

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

(c) The Town's right to proceed against the letter of credit shall be governed by the provisions of Section 11.1 infra.

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

Section 9.4---**REPORTING**

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.5---**INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Final License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. The Town shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

Section 9.6---**NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies, performance bond and letter of credit required herein shall each contain an explicit endorsement stating that such insurance policies, performance bond and letter of credit are intended to cover the liability assumed by the Licensee under the terms of the Final License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or bond or letter of credit) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Final License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Final License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Final License, with emphasis on PEG Access/LO channels, facilities and support, customer service and complaint response, Programming, and the Institutional Network; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Final License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority and/or its designee(s) shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of the Final License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

(d) The Licensee shall notify its Subscribers of all such performance evaluation hearings by periodic announcements on its Local Origination channel, between the hours of seven (7) p.m. and nine (9) p.m., for five (5) consecutive days preceding each such hearing.

Section 10.3---NONDISCRIMINATION

The 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, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Final License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such emergency removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof. If such costs are not reimbursed as required herein, the Issuing Authority may make demand for such costs from the performance bond.

Section 10.6---**INSPECTION**

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in these activities.

Section 10.7---**JURISDICTION**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the 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.

ARTICLE 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES- LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Final License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Final License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) seek specific performance of any provision in the Final License which reasonably lends itself to such remedy as an alternative to damages;

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(ii) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Sections 9.2 and 9.3 herein;

(v) declare the Final License to be revoked subject to Section 11.3 below and applicable law;

(vi) invoke any other lawful remedy available to the Town.

Section 11.2---**LIQUIDATED DAMAGES**

(A) For the violation of any of the following provisions of this Final License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, five hundred dollars (\$500.00) per day, for each day that any such non-compliance continues.

(2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Final License in accordance with Section 2.6 herein, five hundred dollars (\$500.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the PEG Access programming and equipment provisions in accordance with the timelines in Article 6 herein, four hundred dollars (\$400.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the technical standards, pursuant to Section 3.4 herein and Exhibit 2 attached hereto, four hundred dollars (\$400.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 infra, and Exhibit 10 attached hereto, one hundred dollars (\$100.00) per day that any such non-compliance continues.

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(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Sections 3.1, 5.7 and 5.8 herein and/or Exhibits 4 and 5, one hundred dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to provide free Internet Service(s) to Public Buildings and Schools in accordance with Section 5.10 herein and Exhibit 13 hereto, three hundred dollars (\$300.00) per day that such Internet Services are not provided as required.

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

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

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

Section 11.3---REVOCATION OF THE FINAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of the Final License, the Issuing Authority may revoke the Final License granted herein.

Section 11.4---TERMINATION

The termination of the Final License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Final License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Final License. In the event of any termination, the Town shall have all of the rights provided in the Final License.

Section 11.5---NOTICE TO TOWN OF LEGAL ACTION

In the event that the Town or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Town or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

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

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

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

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

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

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 10**, during Normal Business Hours, as defined therein.

(b) The Licensee's main customer service office(s) shall have a publicly listed local telephone number for Burlington subscribers.

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

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

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

Section 12.2---ANSWERING SERVICE

Throughout the entire term of the Final License, the 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. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.3--**INSTALLATION VISITS-SERVICE CALLS-
RESPONSE TIME**

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

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

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

(d) For all requests for service or repair that are received during Normal Business Hours, the Licensee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(e) A Subscriber complaint or request for service received after Normal Business Hours, pursuant to Section 12.1 above, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

(f) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

(g) System outages shall be responded to promptly by technical personnel. for purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood,

concerning such an outage, or when the Licensee has reason to know of such an outage.

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

Section 12.4---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76. which standards are attached hereto, and made a part hereof, as **Exhibit 10**.

Section 12.5---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

Section 12.6---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

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(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints/inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Final License and the implementation of complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the complaint, the Subscriber shall meet jointly in Burlington with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and attempt to resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.7---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 12.8---LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor

or substandard Signal quality in the System, the Issuing Authority shall provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards. In the event that the Licensee is unable to demonstrate such compliance, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 12.9---**EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee, as approved in advance by the Town of Burlington Chief of Police and/or his/her designee.

Section 12.10---**PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

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

Section 12.11---**PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written

notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12---**MONITORING**

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13---**DISTRIBUTION OF SUBSCRIBER INFORMATION**

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

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed;

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.14---**INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.15---**SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

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

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.16--**PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall continually review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Final License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

Section 13.2---FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Chief Financial Officer. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

The Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of the Final License, the Licensee shall provide, on a quarterly basis, the Issuing Authority with a report of telephone traffic, generated from an in-house automated call accounting or call tracking system.

Section 13.5---**SUBSCRIBER COMPLAINT REPORT**

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500B (See **Exhibit 11**) to the Issuing Authority, or its designee, no later than two (2) weeks after each of the following dates: March 31st, June 30th, September 30th and December 31st. The Licensee shall record all written and verbal complaints of its Subscribers on said Form 500B.

Section 13.6---**SERVICE INTERRUPTION REPORT**

The Licensee shall submit a completed copy of Cable Division Form 500C (See **Exhibit 12**) to the Issuing Authority, or its designee, no later than two (2) weeks after each of the following dates: March 31st, June 30th, September 30th and December 31st.

Section 13.7---**INDIVIDUAL COMPLAINT REPORTS**

Subject to Sections 12.7 and 12.14(a) supra, the Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.8---**SEMI-ANNUAL PERFORMANCE TESTS**

(a) As required by applicable State or federal law and/or regulation, the Licensee shall conduct, on a semi-annual basis, performance tests to ensure compliance with the technical specifications in Section 3.4 supra and **Exhibit 2** attached hereto, including, without limitation:

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

The costs of such tests shall be borne exclusively by the Licensee.

- (c) Data from the above tests shall be submitted to the Issuing Authority and/or its designee on a semi-annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable

law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Section 3.6 supra; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement as to what corrective action is to be taken.

(c) All tests herein shall be performed at (1) the Cable System Headend and (2) at four (4) locations in the Town farthest from the Headend: one (1) of which locations shall be on the I-Net, and the three (3) other locations on the Subscriber Network.

Section 13.9---**QUALITY OF SERVICE**

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

(b) Said report shall include the following information:

(1) the nature of the complaint or problem which precipitated the special tests;

(2) the system component tested;

(3) the equipment used and procedures employed in testing;

(4) the method, if any, in which such complaint/problem was resolved; and

(5) any other information pertinent to said tests and analysis as required.

(d) At the conclusion of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the

tests performed show that the quality of service is below the standards set forth in Section 3.4 supra and **Exhibit 2**, attached hereto.

Section 13.10---**DUAL FILINGS**

If requested, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 supra.

Section 13.11---**ADDITIONAL INFORMATION**

At any time during the term of the Final License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Final License and subject to Section 13.1 supra.

Section 13.12---**INVESTIGATION**

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency.

ARTICLE 14

EMPLOYMENT

Section 14.1---**EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall be an Equal Opportunity Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment Opportunities.

Section 14.2---**NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

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

Section 15.2---CAPTIONS

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

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of the Final 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 hereof, all of which shall remain in full force and effect for the term of the Final License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

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

Section 15.5---FINAL LICENSE EXHIBITS

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

Final License.

Section 15.6---**WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Final License:

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

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

(iii) The Final License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law,

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

(v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and

(vi) Pursuant to Section 625{f} of the Cable Act, the performance of all terms and conditions in the Final License is commercially practicable.

Section 15.7---**FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

Section 15.8---**REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber at the time of initial sales presentation (with an acknowledgment by the Subscriber of receipt such offer being indicated by initialing the sales agreement), and maintain, an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---**SUBSCRIBER TELEVISION SETS**

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---**APPLICABILITY OF FINAL LICENSE**

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

Section 15.11---**NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Burlington, Town Hall, 29 Center Street, Burlington, Massachusetts 01803, with one (1) copy to the Town Counsel, and one (1) copy to the Cable Advisory Committee at the Burlington Town Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President and General Manager, RCN-BecoCom, L.L.C., 419 Boylston Street, Boston, Massachusetts 02116, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Final License, the Licensee shall publish notice of the same, sufficient to identify its time, place and purpose, in an

-Town of Burlington Cable Television License-

Burlington newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(d) The Licensee shall identify all public hearings relating to the Cable System by periodic announcement on a community bulletin board channel between the hours of seven (7:00) PM and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(e) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---**NO RECOURSE AGAINST THE ISSUING AUTHORITY**

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

Section 15.13---**TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Final License, or any provision in the Final License.

Section 15.14---**TERM**

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

EXHIBITS

-Town of Burlington Cable Television License-

EXHIBIT 1

SUBSCRIBER NETWORK DESCRIPTION

(See Attached)

EXHIBIT 2
FCC TECHNICAL SPECIFICATIONS

(See Attached)

-Town of Burlington Cable Television License-

CABLE SYSTEM SPECIFICATIONS, continued:

Stereo Pass-Through:

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

Class I-III Signals:

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

EXHIBIT 3
PROGRAMMING

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

(See attached)

EXHIBIT 4

VIDEO CASSETTE RECORDER (VCR) POLICIES AND OPTIONS

(See Attached)

EXHIBIT 5

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC NON-SCHOOL BUILDINGS**

The following public buildings and non-profit organizations shall continue to receive the following Drops and/or Outlets and the monthly Basic Service at no charge:

(See Attached)

EXHIBIT 6

FREE DROPS, OUTLETS AND SERVICE TO SCHOOLS

(See Attached School List)

-Town of Burlington Cable Television License-

EXHIBIT 7

GROSS ANNUAL REVENUES REPORTING FORM

(See Attached)

EXHIBIT 8
ORINATION SITES

(See Attached)

EXHIBIT 9
207 CMR 10.00

(See Attached)

-Town of Burlington Cable Television License-

EXHIBIT 10

FCC CUSTOMER SERVICE OBLIGATIONS

(See Attached)

EXHIBIT 11

CABLE DIVISION FORM 500B

(See Attached)

EXHIBIT 12

CABLE DIVISION FORM 500C

(See Attached)

EXHIBIT 13

**DESCRIPTION OF FREE INTERNET SERVICE TO BURLINGTON
PUBLIC MUNICIPAL BUILDINGS AND SCHOOLS**

(See Attached)

SIGNATURE PAGE

In Witness Whereof, this Cable Television Final License is hereby issued by the Board of Selectmen of the Town of Burlington, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by RCN-BecoCom, L.L.C.

Gary Gianino
Chairperson

Joseph A. Impemba

George L. Judge, Jr.

Juliet M. Perdichizzi

Kevin B. McKelvey

The Burlington Board of Selectmen,
as Issuing Authority

RCN-BecoCom, L.L.C.

BY:

TITLE:

DATED: ***April 26, 1999***