

**CABLE TELEVISION
FINAL LICENSE**

Granted to

RCN-BecoCom, L.L.C.

By

**THE BOARD OF SELECTMEN
TOWN OF RANDOLPH,
MASSACHUSETTS**

January 3, 2000

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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 Randolph resident and/or any persons affiliated with a Randolph institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use in this Final License.
- (2) Access Channel: A video channel which the Licensee shall make available to the Town of Randolph and/or the Access Corporation, 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 Randolph, 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) Cable Advisory Committee: The Cable Television Advisory Committee/Access Corporation Board as appointed and charged by the Issuing Authority.
- (5) Affiliate or Affiliated Person: Any person or entity who or which directly or indirectly controls and owns an interest in Licensee; any person which Licensee directly or indirectly controls and in which licensee owns an interest; and any person directly or indirectly subject to control and owned in whole or in part by a person who or which directly or indirectly controls and owns an interest in Licensee; provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.
- (6) Basic Service: Any Service distributed over the Cable System, other than Pay-Per-View which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all broadcast Signals required to be carried on Basic Service pursuant to this Final License to the extent not inconsistent with federal law.
- (7) CMR: The acronym for Code of Massachusetts Regulations.

- (8) Cable Act: (the "Cable Communications Act"): Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 56 (1996) (the Telecommunications Act of 1996).
- (9) Cable Service: The transmission to Subscribers of Video Programming or other Programming services, required for the selection of such Video Programming or other programming services.
- (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 and which is provided to multiple Subscribers within the Town.
- (11) Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.
- (12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- (13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Randolph, Massachusetts.
- (15) Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.
- (16) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (17) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.
- (18) Educational Access Channel: Any Channel which has been allocated for use by educational organizations and institutions in the Town of Randolph.
- (19) Effective Date of the Final License (the "Effective Date").
- (20) Execution Date of the Final License (the "Execution Date").
- (21) FCC: The Federal Communications Commission, or any successor agency.

- (22) Government Access Channel: Any channel which has been allocated for use by the Town of Randolph, the Issuing Authority of their designee(s).
- (23) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; Premium Service monthly fees; Pay-Per-View Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Internet Services revenues, provided, however that any other Cable Television licensee(s) operating in the Town that are actually offering Internet Services to Randolph Subscribers also include any such revenues as part of such other Cable Television licensee's Gross Annual Revenues payments to the Town; unless it is determined by a court of competent jurisdiction or the Federal Communications Commission that such Internet services are not cable services; Converter, remote control rentals, leases or sales; studio and other facility and/or equipment rentals; all home-shopping service(s) revenues; advertising revenues; and revenue derived by the Licensee from the sale of products in any way advertised or promoted on the Cable Television System. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable Television 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 Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.
- (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 microwave link or transportation super trunk.
- (26) Institutional Network ("I-Net"): The separate 860 MHz or higher, Hybrid Fiber-Coax (HFC) cable, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority and its designees.
- (27) Issuing Authority: The Board of Selectmen of the Town of Randolph, Massachusetts.

- (28) Internet Services: Broadband access service provided by RCN-BecoCom over the cable system that enables Subscribers to access the Internet services of RCN-BecoCom, its Affiliates, or third parties. Such services shall not include (i) “dial up” access to the Internet services of third party information service providers, RCN-BecoCom, or its Affiliates, or (ii) unbundled broadband access services offered by RCN-BecoCom on an “open platform” basis to third party information service providers, RCN-BecoCom, or its Affiliates to the extent that the Operator chooses to offer such unbundled broadband access services as telecommunications services as defined in 47 USC §153(46)
- (29) Leased Channel or Leased Access: Any channel available for lease for programming by persons other than Licensee.
- (30) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Randolph and the Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.
- (31) Licensee: RCN-BecoCom, L.L.C. a Massachusetts limited liability company.
- (32) Multi-channel Video Programming Provider: A Person who or which makes available to residents in Randolph multiple channels of Video Programming.
- (33) NCTA: The acronym for the National Cable Television Association.
- (34) NTSC: The acronym for National Television System Committee.
- (35) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.
- (36) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (37) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.
- (38) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or as a package of services, in addition to the charge or fee to Subscribers for basic service and for any such Service as may be required pursuant to applicable.
- (39) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis or as a package of services, in addition to the charge or fee to Subscribers for basic service and for any such Service as may be required pursuant to applicable.
- (40) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

- (41) PEG Access Channel: Any channel(s) made available for the presentation of PEG Access Programming.
- (42) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (43) Prime Rate: The prime rate of interest as reported in the Wall Street Journal.
- (44) Final License: The non-exclusive Cable Television Final License to be granted to the Licensee by this instrument.
- (45) Public Access Channel: The right or ability of any resident of Randolph or organizations serving Randolph residents to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (46) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the 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.
- (47) Scramble or Scrambling: The electronic distortion, encoding and/or encryption of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.
- (48) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.
- (49) Signal: Any transmission of electrical or optical energy which carries Programming from one location to another.
- (50) State: The Commonwealth of Massachusetts.
- (51) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.
- (52) Subscriber Network: The 860 MHz or higher, Hybrid Fiber-Coax (HFC) Cable Television system, to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.
- (53) Town: The Town of Randolph, Massachusetts.

- (54) Town Counsel: The Town Counsel of the Town of Randolph, Massachusetts
- (55) Town Leader: Any of the following: Town officers, elected officials, appointed officials, Town committee and/or department heads, members of the Randolph Chamber of Commerce, members of Town commissions or boards, heads of Town religious organizations.
- (56) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.
- (57) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
- (58) 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.
- (59) VCR: The acronym for videocassette recorder.
- (60) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF LICENSE

Section 2.1 --- GRANT OF LICENSE

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

This License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and Federal statutes and ordinances of general application, as all may be amended. In the event that any provision of this License conflicts with, or is inconsistent with, any such laws and regulations, such laws and regulations shall control the interpretation of any such provision.

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

Grant of this 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 ordinances and/or regulations enacted hereafter.

Section 2.2 --- TERM OF LICENSE

The term of this License shall be a ten (10) year term, commencing on January 1, 2000 and expiring at midnight on December 31, 2009, unless sooner terminated as provided herein or surrendered.

Section 2.3 --- NON-EXCLUSIVITY OF LICENSE

(a) 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 Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Communications System within the Town of Randolph; 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.

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Final License or on terms when taken as a whole impose substantially equivalent burdens. This subsection shall be subject to specific performance.

(c) The issuance of additional license(s) shall be subject to all applicable Federal and State laws, including G.L.c. 166A and applicable regulations promulgated thereunder.

Section 2.4 --- POLICE AND REGULATORY POWERS

By executing this License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Licensee shall comply with all applicable ordinances and/or regulations enacted by the Town. Any conflict between the terms of this License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter. This Section 2.4 shall not apply to Section 2.3(d) herein.

Section 2.5 --- REMOVAL OR ABANDONMENT

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

Section 2.6 --- TRANSFER OF THE LICENSE

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

the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application and shall be controlled by State and Federal Law.

(b) In considering a request to transfer control of this License, the Issuing Authority may consider such factors as the transferee's financial, management, technical and legal qualifications and any other criteria allowable under law.

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

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

(e) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(f) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred twenty (120) days of receipt of said application. After one hundred twenty (120) days, the application shall be deemed approved, unless said one hundred twenty (120) day period is extended by mutual consent of the parties.

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

Section 2.7 --- EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System as determined by appropriate regulatory authority or a federal district court without complying with Section 2.6 herein shall be null and void, and shall:

- (i) be deemed a breach of this License; and
- (ii) among other remedies available to the Town, be subject to a liquidated damages assessment, which assessment shall be five hundred dollars (\$500) per day until the taking of an action described in Section 2.6(a) herein is approved, or if not approved, until the prior ownership, control or other status quo ante is restored to a condition satisfactory to the Town.

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

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

Section 2.8 --- CONDITIONS OF SALE

If i) a renewal of this License is denied, and the Issuing Authority acquires ownership of the Cable System or effects a transfer of ownership of the Cable System to another Person, or ii) if this License is revoked for cause and the Issuing Authority acquires ownership of the Cable System or effects a transfer of ownership of the Cable System to another Person, any such acquisition or transfer shall be in accordance with 47 U.S.C. §547.

ARTICLE 3

SYSTEM DESIGN

Section 3.1 --- SUBSCRIBER NETWORK

- (a) No later than twenty-four (24) months from the execution of the Final License, the Licensee shall make available to all residents of the Town a minimum 860 MHz Hybrid Fiber-Coax (HFC) Cable System, fed by means of a fiber-optic transportation cable network. No more than five (5) percent of the channel capacity shall be used by the Licensee for upstream video or upstream and/or downstream data with the ninety-five (95) percent directed towards consumer programming.
- (b) The Subscriber Network shall be designed and constructed using a combination of fiber optics and coaxial radio frequency (“RF”) distribution. The system will have an analog passband of 860 MHz with an analog channel capacity of 110 channels. The Subscriber Network shall conform, at a minimum, to the “Technical Description of Subscriber Network for the Town of Randolph”, attached hereto as Exhibit 1(a) and made a part hereof.
- (c) Timely completion of the Subscriber Network is subject to extension by reason of force majeure, and is contingent upon the receipt of timely approvals of permits, easements and all other prerequisites to construction by the Town, governmental agencies, public utilities, property owners and vendors and other authorities provided such permits are pursued diligently by the Licensee. The Licensee shall show substantial evidence of its efforts to pursue these permits upon request of the Town. The Town will give the Licensee its full cooperation in securing all permits, access rights, sub-headend or microwave link sites and other prerequisites for construction of the Subscriber Network.
- (d) Upon activation of the Cable System and pursuant to Exhibit 1(a), attached hereto and made a part hereof, the Licensee shall activate and program a minimum of one hundred (100) unduplicated Downstream Channels (excluding broadcast network affiliate duplications) on the Subscriber Network, including PEG Access channels.
- (e) No later than twenty-four (24) months from the execution date of the Final License, 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.
- (f) No later than twenty-four (24) months from the execution date of the Final License, Licensee shall equip the Subscriber Network trunk and distribution system with stand-by power supplies capable of at least two (2) hours of standby operations.

- (g) The Licensee shall transmit all of its signals to Randolph Subscribers in stereo, provided that such signals are furnished to the Licensee in stereo.
- (h) The terms of this Section 3.1 shall be considered satisfactorily met (“System Completion”) only upon the full construction, activation, programming and availability to all residents in the Town, of the 860 MHz Cable System except as provided in subsection (a) above, and as required herein.
- (i) 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.

Section 3.2 --- INSTITUTIONAL NETWORK

- (a) No later than twenty-seven (27) months from the execution of the Final License, the Licensee shall construct a new, separate advanced Fiber-Optic Institutional Network ("I-Net"), with a minimum capacity of 860 MHz. Said I-Net shall be a mid-split systems with the bandwidth proportioned for both upstream and downstream signals and using bi-directional amplifiers. The I-Net shall be capable of transmitting video and high-speed data. Said I-Net shall utilize the similar components and technology to the Subscriber Network where applicable to insure ease of maintenance. The Licensee shall give priority to the following locations for I-Net activation:

Randolph Junior/Senior High School, 70 Memorial Parkway
 The Randolph Town Hall, 41 South Main Street
 The Randolph Gazebo, North Street
 The Randolph Senior Citizen Center, Fencourt Avenue
 Outside 89 North Main Street

- (b) The I-Net shall be capable of providing voice, video and data services between Town buildings and other institutions specified in Exhibit 2. The Licensee shall work with the Town in assessing its needs and shall provide reasonable professional consulting services to the Town in order to facilitate video and data transmission capacity over the I-Net. Designated users shall be able to transmit to other institutions using a modulator and/or other necessary equipment.
- (c) Two (2) single mode fibers shall be terminated at each location requiring access to the I-Net. One (1) fiber shall be used for upstream transmission from the I-Net to the Licensee’s Hub location in the Town. The second fiber shall be used for downstream transmissions.

- (d) No later than twenty-seven (27) months from the execution date of the Final License, the Licensee shall provide, free of charge, an I-Net Drop and Outlet(s) to each of the institutions listed in Exhibit 2 of this Final License. The Licensee shall supply the appropriate connection as to allow the User(s) origination capability at the institutions specified in said Exhibit 2. The Licensee shall give priority to the following locations for I-Net activation:

Randolph Junior/Senior High School, 70 Memorial Parkway
The Randolph Town Hall, 41 South Main Street
The Randolph Gazebo, North Street
The Randolph Senior Citizen Center, Fencourt Avenue
Outside 89 North Main Street

- (e) The Licensee shall make available to the Town a reasonable amount of professional consultation regarding the development of the I-Net, from its in-house personnel.
- (f) Construction, installation and activation of each designated Drop and Outlet shall be completed within sixty (60) days of designation by the Town, for aerial Drops, and within one hundred twenty (120) days of designation by the Town, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the buildings or institutions designated to receive a Drop or Outlet, prior to the installation of such a Drop and/or Outlet. The Town shall designate such officials in writing to the Licensee.
- (g) The Licensee shall have the sole responsibility for maintaining the I-Net and associated equipment for the term of the Final License, including all necessary inspections and performance tests, except for equipment not directly under its control or ownership, but including all necessary inspections and performance tests.
- (h) The I-Net shall be operated in compliance with the System Specifications found in Exhibit 1(b), attached hereto. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software installed or owned by the Town, the Licensee shall resolve the technical problem. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly.
- (i) Beyond the I-Net Drop/Outlet as requested in Section 3.2 (d), upon the Issuing Authority's request, the Licensor shall provide at Licensee's sole cost, additional I-Net Drop/Outlet newly constructed or acquired building.
- (j) The I-Net shall be interconnected with the Subscriber Network at the Headend, or such other location determined by the Licensee, where such signals shall be reprocessed onto the

Subscriber Network. Said signal reprocessing shall be performed by the Licensee at no cost to the Town.

Section 3.3 --- AUDIO LEVELING REQUIREMENT

- (a) The Licensee shall maintain the audio level(s) on all advertising inserted into all cable Programming at an audio level comparable to the audio level of such cable Programming. The Licensee shall regularly monitor and test the audio level(s) on all such inserted advertising in order to maintain it at the audio level(s) of cable Programming.
- (b) In the event that the Issuing authority and/or its designee(s) notifies the Licensee of reasonable concerns regarding such audio leveling issues, the Licensee shall meet with the Issuing Authority and/or its designee(s) to discuss such issues, and the Licensee shall take reasonable measures to ensure that the audio levels of all inserted advertising and cable Programming are comparable, which measures may include, among other things, the acquisition of automatic audio leveling equipment.

Section 3.4 --- EMERGENCY ALERT OVERRIDE CAPACITY

- (a) The Licensee will provide an Emergency Alert System (the "System") that will override the audio and video signal of the Town's Subscriber Network. The System will be designed to comply with the latest emergency alert system ("EAS") mandates enforced by the Federal Communications Commission (the "FCC"). The System's current design will consist of a MHz Sub Alert 70A Comb Generator Base Package, Idea/Onics AV-70+ Expansion Switch, a MHz EAS-4 AM/FM/NOAA Receiver, associated antennas, other interface equipment or like equipment.
- (b) Upon activation, the System will switch off the cable television signals at the local hub site and automatically insert a preprogrammed video and audio message that will alert subscribers to tune to a specific channel for further emergency-related details. The System will be designed to be activated in accordance with FCC EAS and other State and local requirements.

Section 3.5 --- PARENTAL CONTROL CAPABILITY

- (a) Upon request, and at no separate additional charge, the Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.
- (b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and the Licensee may charge Subscriber for use of said box.

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1 --- SERVICE AVAILABLE TO ALL RESIDENTS

- (a) The Licensee shall make its Cable System Service available to all residents of the Town, subject only to the installation charges herein.
- (b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than four hundred feet (400') from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2 --- LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town of Randolph. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. 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 having telephone lines and electric utility lines 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.
- (b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town ordinances, 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 trees in and along the streets, alleys, Public Ways, 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 or his designee(s) during the term of this License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's Tree Warden.

Section 4.5 --- RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, 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 holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. 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, or remove from any street or any other Public Ways, any of its property as required by the Issuing Authority or his 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 operate, maintain and remove the Cable Television System in conformance with all applicable safety codes and standards, the rules and regulations of the Division and the FCC, all state and local laws, 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 lay-out, 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 non-obtrusive 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 construction maps submitted to the Town in accordance with Section 4.12 infra.

Section 4.10 --- PRIVATE PROPERTY

The Licensee shall be subject to all laws, ordinances or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11 --- RIGHT TO INSPECTION OF CONSTRUCTION

The Issuing Authority or his designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this License in order to ensure compliance with the terms and conditions of this License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

Section 4.12 --- CONSTRUCTION MAPS

The Licensee shall file with the Issuing Authority maps of all final constructed Cable System plant in a format identified by the Issuing Authority or his designee(s). If changes are made in the Cable System, the Licensee shall file updated maps annually, not later than fourteen (14) days after each anniversary of the Effective Date of this License, upon request of the Issuing Authority.

Section 4.13 --- STANDBY POWER

The Licensee shall maintain a minimum of three (3) hours standby power at the Headend facility and any sub-Headend facilities servicing the Town. Such standby power shall have continuous capability, contingent upon the availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supplies. The Licensee shall certify to the Issuing Authority, on an annual basis, that such standby power has been tested annually and is in good repair.

Section 4.14 --- SERVICE INTERRUPTION

- (a) In the event that the Licensee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate.
- (b) Licensee shall submit on a form prescribed by the Division, a list of all significant service interruptions.

Section 4.15 --- COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service.

Section 4.16 --- "DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 --- BASIC SERVICE

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to 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 4, attached hereto and made a part hereof Pursuant to federal law, all programming decisions, including the programming listed in Exhibit 4, attached hereto, are at the sole discretion of the Licensee.
- (b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to significantly change the Randolph programming line-up at least thirty (30) days before any such change is to take place. This shall be communicated in a separate mailing, identified solely for this purpose alone.
- (c) The Licensee may produce local Programming of interest to Randolph Subscribers, in addition to PEG services, at no cost to Randolph subscribers or the Town.
- (d) The Licensee and the Issuing Authority, or the Issuing Authority's designate shall annually meet to revise, at the Issuing Authority's sole discretion, the categories of programming listed under Exhibit 4. At such time, the Issuing Authority may place further requirements upon the Licensee to increase or decrease content in such programming categories.
- (e) The Issuing Authority reserves the right to regulate the Licensee's programming to the extent allowable under state and federal laws.

Section 5.3 --- TWO-WAY CAPABILITY

The Licensee shall maintain a two-way capable 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) Pursuant to applicable law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this License, its Basic Service Tier.
- (b) Pursuant to applicable law, the Licensee reserves its rights to Scramble or otherwise encode any cable channel(s) other than those described in Section 5.5(a) to protect the Licensee from unauthorized reception of its Signals.
- (c) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers.
- (d) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their “time shifter” to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner’s television set and/or VCR, except two Scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law, no later than the Effective Date of this License. Attached hereto, as Exhibit 10, are the different options available to VCR owners for installing VCRs to be compatible with the Cable System. The Licensee shall make these options available to all Subscribers in writing with the applicable charges, if any, no later than the Effective Date of this License.
- (e) To further ensure the maximum functioning of VCRs, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this License, 1) any off-the-air Signals or 2) any of the PEG Access Channels. For purposes of this Section 5.5(e), “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 its meaning as defined by applicable law and/or regulation.
- (f) 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 Commission, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

Section 5.6 --- CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.7 --- FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS

- (a) The Licensee shall provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and Standard Service to all police and fire stations, public libraries and public buildings along the Cable System as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Service and related maintenance. The Licensee shall supply one (1) Converter for each Outlet, at its sole cost and expense, if required for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.
- (b) Subject to any Outlets required by Section 3.2 supra and Section 5.8 infra, no later than July 1, 2001, unless agreed to otherwise by the Issuing Authority, the Licensee shall provide the Town with one hundred twenty five (125) I-Net and/or Subscriber Network Outlets and/or origination points in public buildings, schools and/or other institutions in the Town, as identified by the Issuing Authority.
- (c) There shall be no charge(s) to the Town and/or any designated building(s) for any Subscriber Network Drop and/or Outlet costs. The Licensee may only externalize, line-item or otherwise pass-through any such costs in compliance with applicable laws and/or regulations.
- (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 or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

Section 5.8 --- FREE DROPS, OUTLETS AND MONTHLY SERVICE TO SCHOOLS

- (a) The Licensee shall provide, without charge to the Issuing Authority and/or the Randolph School Department (the "School Department"), Subscriber Cable Drop(s), Outlet(s) and monthly Standard Service, to all schools listed in Exhibit 6, attached hereto and made a part hereof.
- (b) Subject to any Outlets required by Sections 3.2 and 5.7 supra, no later than July 1, 2001, unless agreed to otherwise by the Issuing Authority, the Licensee shall provide the Town with one hundred twenty five (125) I-Net and/or Subscriber Network Outlets and/or origination points in public buildings, schools and/or other institutions in the Town, as identified by the Issuing Authority.
- (c) The exact locations of said Drops and Outlets shall be designated by the School Department and/or the Issuing Authority. The Issuing Authority and/or the School Department shall

provide the Licensee with the name and telephone number of the proper official in each school building and 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) Converter with each Outlet, if required for the reception of the monthly Service, without charge to the Town. The Licensee shall maintain such Outlets and Converters for normal wear and tear; provided, however, that the School Department shall be responsible for repairs and/or replacement necessitated by any acts of vandalism, theft or damage caused by Users.
- (e) There shall be no charge(s) to the Town and/or any designated building(s) for any Subscriber Network Drop and/or Outlet costs. The Licensee may only externalize, line-item or otherwise pass-through any such costs in compliance with applicable laws and/or regulations.

Section 5.9 --- HIGH SPEED INTERNET SERVICE FOR THE TOWN

- (a) The Licensee shall provide, without charge to the Issuing Authority, a T-1 equivalent Internet Connection that will allow the communities local area network to communicate with the World Wide Web. All traffic shall be IP protocol and only IP protocol traffic will be allowed to pass through this connection.
- (b) The Licensee shall provide, without charge to the Issuing Authority, Internet Addressing and Web Hosting services.
- (c) The Licensee shall provide, without charge to the Issuing Authority, 50-mailbox address for Town Business.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS 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 facilities and equipment to the residents of the Town, 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:

- (i) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 herein;
- (ii) Manage the annual funding, pursuant to Section 6.4 herein;
- (iii) Utilize the equipment provided pursuant to Sections 6.5 herein;
- (iv) Conduct training programs in the skills necessary to produce PEG Access programming;
- (v) Provide technical assistance and production services to PEG Access Users;
- (vi) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (vii) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (viii) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (ix) 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

- (a) Licensee is committed to supporting PEG access programming for the entire Term of the License by providing, at no cost to the Issuing Authority, Subscribers and/or PEG Access user, with a minimum of (3) PEG access channels to be programmed by the Issuing Authority. Licensee will make an additional channel available upon an affirmative showing by the Town that the following criteria have been met. An additional PEG access channel shall be made available when the existing channels are programmed with “live” or taped full-motion video programming on Monday through Friday or eighty percent (80%) of the time during any consecutive eight (8) hour period for eight (8) consecutive weeks. Licensee shall have six (6) months following a request by the Town to make such new channel available.
- (b) Licensee shall provide the technical capability for the Town to cablecast PEG access programming from remote locations, using upstream capacity on the Subscriber Network and/or the I-Net.
- (c) Licensee shall not move or otherwise relocate the channel locations of the PEG access channels, once established, without advance, written notice to the Issuing Authority.
- (d) The PEG access channels shall be maintained, managed and coordinated by the Issuing Authority or its designee.
- (e) Licensee shall, at its sole cost and expense and upon reasonable request, provide technical assistance to the Issuing Authority and School Department.

Section 6.4 --- ACCESS EQUIPMENT FUNDING

Within sixty (60) days of the end of each year of the License starting with the end of year one (1) of the Final License and continuing through and including the end of year four (4), the Licensee shall provide fifty thousand dollars (\$50,000) to the Access Corporation for a total of two hundred thousand dollars (\$200,000), over this four (4) year period, for equipment and other related expenses connected with PEG Access Programming and operations.

Section 6.5 --- ANNUAL SUPPORT FOR PEG ACCESS

- (a) Licensee agrees to collect and pay to the Access Corporation the amount of five percent (5%) of the Licensee’s Gross Annual Revenue as that term is defined in Section 1.1 herein, over the ten (10) year term of this License subject to the payment schedule as follows:

(i) Within sixty (60) days of the end of each year of the License beginning with the end of year one (1) and continuing through and including the end of year ten (10), the Licensee shall pay the Access Corporation the amount of 5% of the Gross Annual Revenues.

(b) Said annual payments shall be used for, among other things, salary, operating and other related expenses connected with PEG Access Programming and operations.

(c) License Fees required pursuant to Section 7.1 herein will not be deducted for payments required in this Section 6.4.

(d) 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 two percent (2%) above the Prime Rate.

Section 6.6 ACCESS CHANNEL(S) MAINTENANCE

Licensee shall monitor the public, educational and government 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 and that the technical quality of the access channel(s) signal shall not suffer noticeable degradation from the actual programming, provided however, that Issuing Authority acknowledges that the Licensee is not responsible for the technical quality of actual programming itself. Upon written request, Licensee shall make available a copy of its most recent performance tests required by the FCC.

Section 6.7 --- ACCESS CABLECASTING

(a) In order that 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 to the Cable System Headend, on one of the I-Net Upstream Channels made available, without charge, to the Town and the Access Corporation for their use. Said programming shall also be available for retransmission by the Access Corporation at their studio facilities.

(b) The Licensee shall provide the Access Corporation, with the capability to ensure that said Programming is transmitted on the appropriate Downstream Channel, in an efficient and timely manner by providing a separate "drop" at the Access Corporation's studio facilities to transmit the signal Programming to the Headend. At the Headend, said Access Programming shall be retransmitted in the downstream direction on any one of the three (3) Downstream PEG Access Channels. The Licensee shall not charge the Access Corporation, the Town for such responsibility.

(c) The Licensee shall provide and maintain all necessary processing equipment in order to switch Upstream Signals from the Access Corporation to the designated Downstream

Access Channel. The Licensee shall cover all upgrade and/or equipment cost of the Town associated with any such channel reallocation or reassignment.

- (d) The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.
- (e) Once a competing Multi-channel Video Programming Provider(s) begins operating in the Town, the Licensee, the Issuing Authority and said competing Multi-channel Video Programming Provider(s) shall negotiate in good faith any difficulties that arise regarding problems surrounding the cablecasting of PEG Access Programming.

Section 6.8 --- 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.

ARTICLE 7

LICENSE FEES

Section 7.1 --- LICENSE FEE ENTITLEMENT

- (a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this License, a License Fee equal to fifty cents (\$0.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this License.

- (b) In the event that the Town is statutorily permitted to collect a License Fee in the future expressed as a percentage, the Licensee shall i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this License, and ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail pursuant to Section 13.2 herein, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this License.

- (c) The Licensee shall file with the Issuing Authority, with each such Licensee Fee payment, a statement certified by the Licensee's Controller documenting, in reasonable detail, the total of all Gross Annual Video Revenues derived during the previous year.

Section 7.2 RECOMPUTATION

Tender or acceptance or 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 Town may have for additional sums including interest payable under this Section 7.2. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year. If, after 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, and the Licensee shall pay all of the costs of such audit. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed.

Section 7.3 AFFILIATES USE OF THE CABLE SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under the Final License. If requested by the Issuing Authority, the Licensee shall be

required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute (s) regarding gross revenue discrepancies on account of such a relationship.

Section 7.4 METHOD OF PAYMENT

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

Section 7.5 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 which the Licensee 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 Affiliation Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.
- (b) In accordance with Section 622(h) of the Cable Act, it is the understanding of the parties hereto that 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 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 Cable System.
- (c) All contributions, services, equipment, channel capacity, facilities, support, resources and other things of value to be paid, supplied or provided by the Licensee pursuant to this Final License are for the benefit of all Subscribers. The Licensee agree that said contributions and other things of value are not within the meaning of the term "Franchise Fee" as defined in Section 622(g)(1) of the Cable Act and fall within one or more exclusions to the term "Franchise Fee" as defined in Sections 622(g)(2)(A) through (D) of the Cable Act.

Section 7.6 LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 supra, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate.as reported in the Wall Street Journal on that date. Any payments to the Access Corporation pursuant to this Section 7.6 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 Section 622(g)(2)(D) of the Cable Act.

ARTICLE 8

RATES AND CHARGES

Section 8.1 --- RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under state and federal laws.

Section 8.2 --- NOTIFICATION OF RATES AND CHARGES

- (a) In accordance with applicable laws and regulations, 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.
- (b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed 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 hereto as Exhibit 7. Further, failure to provide clearly identified notice of a full billing cycle prior to the 30 day advance of scheduled rate changes will result in a penalty to the Licensee of five hundred dollars (\$500.00) per incident, payable to the Issuing Authority

Section 8.3 --- PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this 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 8.4 --- CREDIT FOR SERVICE INTERRUPTION

- (a) Pursuant to the requirements of 207 CMR 10.09 {1}, attached hereto as Exhibit 7, 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) Pursuant to the requirements of 207 CMR 10.09 {2}, if an entire tier or Premium Service of a Subscribers 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 as provided in 207 CMR 10.09 {1}.

Section 8.5 --- SENIOR CITIZEN DISCOUNT

The Licensee shall offer a two dollar (\$2.00) discount on the Basic Broadcast level or component of Service to all heads of household, age sixty-five (65) or older at their permanent residence. This discount may not be applied in addition to certain promotional discounts when the value of the promotional discount(s) exceed the value of the Senior Citizen Discount. In order to qualify for this discount, affected seniors must present evidence of such eligibility to Licensee.

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:

- (a) A general commercial liability policy naming the Town, its officers, boards, commissions, 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.
- (b) A property damage insurance policy naming the Town, its officers, boards, commissions, 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.
- (c) A general liability policy with excess liability of fifteen million dollars (\$15,000,000.00), in umbrella form.
- (d) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:
 - (i) One million dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;
 - (ii) One million dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and
 - (iii) Five hundred thousand dollars (\$500,000.00) for property damage per occurrence.
- (e) Worker's Compensation in the minimum amount of the statutory limit.
- (f) The following conditions shall apply to the insurance policies required herein:
 - (i) Such insurance shall commence no later than the Effective Date of this Final License.
 - (ii) 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.

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

(iv)The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a breach of this License under which the Town may immediately suspend operations under this 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 Commonwealth in the sum of two hundred fifty thousand dollars (\$250,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the 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, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable Television 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 thousand dollars (\$100,000.00); provided, however, that the Licensee shall notify the Issuing Authority in writing, in advance of such reduction, that it has completed the Cable System construction and upgrade as required 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 Authority grants, in writing, his 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/PENALTY ASSESSMENTS

- (a) The Licensee shall obtain and maintain at its sole cost and expense, an irrevocable letter of credit from a financial institution, licensed to do business in the Commonwealth, in the amount of fifty thousand dollars (\$100,000.00). The Licensee shall obtain such letter of credit within thirty (30) days of the Effective Date of this License. The form and content of the letter of credit shall be subject to the reasonable approval of the Issuing Authority.
- (b) In the event that the Issuing Authority makes a determination that the Licensee is in default of the Final License, pursuant to Section 11.1 infra, the Issuing Authority, 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.
- (c) 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 twenty-five thousand dollars (\$50,000.00).
- (d) The Town's right to proceed against the letter of credit shall be governed by the provisions of Section 11.1 infra.
- (e) For the violation of any of the following provisions of this License, damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 infra. Any such 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.
 - (i) For failure to fully upgrade, 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.
 - (ii) For failure to fully activate, operate and maintain the Institutional Network in accordance with Section 3.2 herein and Exhibits 1, 2 and 3 attached hereto, five hundred dollars (\$500.00) per day, for each day that any such non-compliance continues.
 - (iii) For failure to comply with the PEG Access programming and equipment provisions in accordance with the timelines in Article 6 herein, five hundred dollars (\$500.00) per day, for each day that any such non-compliance continues.
 - (iv) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 8 attached hereto, five hundred dollars (\$500.00) per day that any such non-compliance continues.

- (v) For Service Interruption of the I-Net, as stated in Section 4.14 and Section 8.4 (b), five hundred dollars (\$500.00) per day that any such non-compliance continues.
- (vi) For any violations of this agreement, in which penalty charges are not specifically cited, five hundred dollars (\$500.00) per day that any such non-compliance continues.
- (f) 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 required herein, (ii) the performance bond required herein, and (iii) the letter of credit required herein, revenue(s) and expense(s) reports, financial statements, balance sheets, and statement of ownership.

Section 9.5 --- INDEMNIFICATION

- (a) 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 direct damages 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 construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as reasonable attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. In the event that the Town employs outside counsel for the purposes set forth herein, the Licensee shall pay the reasonable costs of such outside counsel for such services. The Town shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.
- (b) The Town shall, at its sole cost and expense, indemnify and hold harmless the Licensee, its officers, directors, agents and employees against all claims for damage due to the Town's use of the I-Net, pursuant to Section 3.2 supra. Indemnified expenses shall include, without limitation all out-of-pocket expenses, such as attorneys' fees. The Licensee shall give the Town prompt written notice of any claims(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 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 canceled, 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

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

- (b) The Licensee shall meet with the Advisory Committee/Access Corporation Board, as scheduled by the Advisory Committee/Access Corporation Board, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well. This meeting schedule shall at a minimum consist of quarterly meetings with the Advisory Committee/Access Corporation Board and an Annual meeting with the Selectmen of the Town of Randolph.

Section 10.2 --- PERFORMANCE EVALUATION HEARINGS

The Issuing Authority shall at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the effective date of this License. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Licensee's compliance to the terms and conditions of this License, and hear comments, suggestions or complaints from the public. The Issuing Authority shall provide the Licensee with thirty days, advance written notice of such performance evaluation session. The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction, installation, operation or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Licensee. Licensee shall notify its Subscribers of all performance evaluation sessions by announcements on the local origination channel of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Licensee shall not be required to preempt its regularly exhibits access or local origination programming to air these announcements.

Section 10.3 --- NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation of or provision of Cable Service 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 License.

Section 10.4 --- EMERGENCY REMOVAL OF PLANT

If, at any time, in case of an emergency condition as declared by Issuing Authority 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 removal within thirty (30) days of submission of a bill thereof. In any such case, Cable Service shall be restored to its prior condition.

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. In any such case, Cable Service shall be restored to its prior condition.

Section 10.6 --- INSPECTION

The Issuing Authority or his 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 the performance of such testing; provided, however, that such tests are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such tests are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such tests.

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 this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH 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 fourteen (14) 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 fourteen (14) 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 fourteen (14) day period, the Issuing Authority or his 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.
- (d) 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 hearing, 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;
 - (ii) commence an action at law for monetary damages;
 - (iii) foreclose on all or any appropriate part of the security provided pursuant to Sections 9.2 and/or 9.3 herein;

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

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

Section 11.2 --- 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 this License or for failure to comply with the provisions of Section 11.1 supra, the Issuing Authority may revoke the License granted herein.

- a) The License issued hereunder may be revoked by Issuing Authority for any of the following, but not limited to, reasons:
- (i) For false or misleading statements in, or material omissions from, any application submitted pursuant to Sections 4 and 5 of M.G.L. 166A or any annual return under Section 8 of M.G.L. 166A.
 - (ii) For failure to file and maintain a bond as required or to maintain insurance as required.
 - (iii) For violations, as determined by the Division , of commitments of a license set forth in subsection (j) of Section 5 of Chapter 166A.
 - (iv) For failure, as determined by the Division to maintain signal quality under the standards provided for by the Division and the Application.
 - (v) For any assignment of the Final License without consent of the Issuing Authority.
 - (vi) For violations of any obligations of the Licensee under the terms of the Final License as determined by the Issuing Authority.
 - (vii) For failure to complete construction in accordance with the provisions of this Final License.
 - (viii) For failure to remit fees as required.
 - (ix) For failure to pay taxes to the Town, when due.
 - (x) For violation of any of the privacy and rights to information sections of this Final License or Section 21 of Chapter 166A of the statutes of the Commonwealth.
- (c) The Issuing Authority shall notify the Licensee in writing of any alleged violation or other grounds for revocation, and the Licensee shall have thirty (30) days in which to respond. Revocation shall be declared only by written decision of the Issuing Authority after an appropriate public proceeding before the Issuing Authority affording Licensee due process and full opportunity to be heard and to respond to any such notice of violation or failure to comply. The Issuing Authority may in its discretion and upon a finding of violation or

failure to comply impose a lesser penalty than revocation of the Final License including a fine or a reduction in the term of the Final License.

- (d) In the event that the Final License is revoked, the Licensee shall be afforded a period of six (6) months within which to sell, transfer, or convey this cable television system to a qualified purchaser as approved by the Issuing Authority at fair market value. During this six-month period, which shall run from the effective date of the final order or decision revoking the Final License, including any appeal, the Licensee shall have the right to operate the cable television system pursuant to the provisions of the Final License. Failure to find a qualified buyer will not in any way effect the revocation, or extend the Licensee's right to operate the Cable System beyond the specified six-month period.

Section 11.3 --- 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 11.2 above; {ii} the abandonment of the Cable System, in whole or 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.

If physical plant removal is not completed within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned. Such property may then be removed at the option of the Town at the Licensee's expense. The performance bond to cover such situations if the Town of Randolph cannot recover costs from the Licensee when removal is not completed within six months.

Section 11.4 --- NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee intends to take legal action against the Issuing Authority and/or the Town for any reason, the Licensee shall first i) give the Issuing Authority and the Town Counsel reasonable notice that an action will be filed, ii) meet with the Issuing Authority and/or the Town Counsel promptly before it files any such action, and iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the Issuing Authority, the Town Counsel and/or other Town official(s) or representative(s).

Section 11.5 --- 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 ordinance shall preclude the availability of any other such remedy.

Section 11.6 --- NO WAIVER-CUMULATIVE REMEDIES

- (a) 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 this License.

- (a) 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.

- (b) No waiver of, nor failure to exercise any right or remedy by the Town at any one time shall 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 --- CUSTOMER SERVICE OFFICE

For the entire term of the Final License, the Licensee agrees to make available a third party operated payment center with the Town in a visible location, which shall serve customer needs, including at a minimum, converter exchanges and bill payment. Said location shall be available and open for walk-in business during normal business hours, which maybe changed from time to time to reflect the needs of the community.

Section 12.2 --- TELEPHONE ACCESS

- (a) Licensee shall have available trained customer service personnel to receive and log service calls and complaints from 9:00 A.M. to 5:00 P.M. Monday through Friday. Licensee shall comply with the FCC standards regarding response to customer phone calls.
- (b) The Licensee shall provide the Issuing Authority with an emergency telephone number, for Town Officials, that will bypass normal call center services and connect directly to a supervisory or managerial representative of the Licensee and it shall be used for emergency issues or matter only. This Section 12.2(b) shall not be subject to pass through.

Section 12.3 --- ANSWERING SERVICE

At all other times than those listed directly above, 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. The Licensee shall log all such after-hours calls. 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, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 --- INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

- (a) The Licensee shall provide Cable Service(s) to Randolph residents who request Service within seven (7) 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 as to whether said installation visit or service call will occur in the appointed morning, afternoon or, if applicable, evening

time blocks. 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 mutually agreed to otherwise by said Subscriber and the Licensee. 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 during Normal Business Hours. The Licensee shall not reduce said service call hours without first notifying the Issuing Authority of said changes thirty (30) days in advance.
- (d) The Licensee shall respond to all requests for service or repair that are received during the hours described in Section 12.2(a) above on a first-come, first serve basis. All of such requests shall be handled on the same day, if possible, but in all instances, requests for service calls shall be corrected within twenty-four (24) hours of said original call.
- (e) A Subscriber complaint or request for service received after regular business hours, as defined in Section 12.1 or Section 12.2(a) above, shall be responded to the next business morning.
- (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 immediately, twenty-four (24) hours a day by technical personnel. For purposes of this 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 seven (7) days of receiving a request from a Subscriber to do so.

Section 12.5 --- FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 8.

Section 12.6 --- 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 7, as the same may exist or 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 12.7 --- COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.
- (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 his designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:
 - (i) Upon the written request of the Issuing Authority or his designee(s), 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 his designee(s), who shall have primary responsibility for the continuing administration of the Final License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or his 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 resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

- (c) Notwithstanding the foregoing, if the Issuing Authority or his designee(s) determines it to be in the public interest, the Issuing Authority or his designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.
- (d) In the event that the Issuing Authority or his designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or his designee(s) shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this License.

Section 12.8 --- DAMAGE OR LOSS OF EQUIPMENT

The Licensee shall comply with all provisions of 207 CMR 9.00, as amended, and any other applicable laws.

Section 12.9 --- REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, own, utilize and program, from legal and authorized parties other than the Licensee 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 12.10 --- 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, 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 12.11 --- EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering 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 produce, an employee identification card issued by the Licensee and bearing a picture of said employee. .

Section 12.12 --- 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 this 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 this policy.
- (d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this License.

Section 12.13 --- 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. This shall be communicated in a separate mailing, identified solely for this purpose alone.

Section 12.14 --- MONITORING

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, 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.

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. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 12.15 --- DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall without giving Subscribers an opportunity to prevent disclosure, disclose to any third party, data identifying or designating any Subscriber (by name, address, telephone, e-mail or any other mechanism). Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber (by name, address, telephone, e-mail or any other mechanism), and the Licensee shall abide by this request.

Section 12.16 --- POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless (1) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references. Such polls or surveys shall be conducted solely by mail.

Section 12.17 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, 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.

Section 12.18 --- 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's

General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.19 --- PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 12 to determine that it effectively addresses appropriate concerns about privacy.

SECTION 12.20 --- CUSTOMER SERVICE REVIEW AND COMPLIANCE

Pursuant to Section 10.1 (b), at least one such meeting shall be for primary purpose of reviewing customer service performance and compliance and shall include not only the Licensee “account representative” to the Issuing Authority, but also their manager, and, if determined by the Issuing authority, the next level of management in the Licensee’s organization.

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 regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Final License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this 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.

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 his designee(s) a sworn statement of the Licensee's revenues pertaining to the Cable System, relative to the Town of Randolph, including the information contained on Commission Form 300, Form 2, lines 4110-4000 and line 6100; provided, however, that said information shall be for official use only. The Licensee shall also provide a financial balance sheet (Commission Form 200) and statement of ownership, which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Person preparing the same and by the Licensee or an officer of the Licensee.
- (b) The Licensee shall also furnish to the Issuing Authority 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 operation of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

Section 13.4 --- IN-HOUSE TELEPHONE REPORTS

In the event that the Issuing Authority believes that the Licensee may not be in compliance with Section 12.2 and Section 12.5 herein, the Licensee shall provide to the Issuing Authority and/or his designee(s), with a report of telephone traffic generated from an in-house automated call

accounting or call tracking system, or such other documentation that will establish the Licensee's compliance with said Sections 12.2 and 12.5.

Section 13.5 --- INDIVIDUAL COMPLAINT REPORTS

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

Section 13.6 --- ANNUAL PERFORMANCE TESTS

The Licensee shall conduct, on a bi-annual basis, performance tests to ensure compliance with the FCC's Technical Specifications, 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 Signal to hum modulation measured at any one frequency.

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

The above tests shall be submitted to the Issuing Authority, or his designee, upon request. The report(s) on such tests 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; an assessment of the picture quality available from the PEG Access Channels; the weather conditions under which such tests were taken; measurements of Cable System performance; 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. All tests herein shall be performed at locations as specified by the FCC.

Section 13.7 --- QUALITY OF SERVICE

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), after notice to the Licensee and a reasonable opportunity to cure, 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 prepare the results and a report, if requested, within thirty (30) days after notice for the same.

Said report shall include the following information:

- (i) the nature of the complaint or problem which precipitated the special tests;
- (ii) the system component tested;

- (iii)the equipment used and procedures employed in testing;
- (iv)the method, if any, in which such complaint/problem was resolved; and
- (v) any other information pertinent to said tests and analysis which may be required.

The Issuing Authority may require that said tests be 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 FCC's Technical Standards.

Section 13.8 --- DUAL FILINGS

The Licensee shall make available to the Town at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 13.9 --- INVESTIGATION

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; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this License.

ARTICLE 14

EMPLOYMENT

Section 14.1 --- EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity/Affirmative Action 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/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action 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, supersedes 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 this 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 this 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 this License.

Section 15.4 --- ACTS OR OMISSIONS OF AFFILIATES

During the term of this 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, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Final Licensee.

Section 15.5 --- LICENSE EXHIBITS

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

Section 15.6 --- WARRANTIES

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

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.;
- (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 this Final License, to enter into and legally bind the Licensee to this Final License and to take all actions necessary to perform all of its obligations pursuant to this Final License;

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

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

Section 15.7 --- REMOVAL OF ANTENNAS

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

Section 15.8 --- SUBSCRIBER TELEVISION SETS

To the extent prohibited by applicable law, 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 15.9 --- APPLICABILITY OF LICENSE

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

Section 15.10 --- 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 Randolph, Randolph Town Hall, 41 South Main Street, Randolph, Massachusetts 02368, with one copy to the Town Counsel at 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 of Municipal Relations, RCN-BecoCom, LLC, 105 West First Street, Boston, Massachusetts with one copy to Corporate Counsel, RCN Corporation, 105 Carnegie Center, Princeton, New Jersey 08540, 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 a Randolph 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) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.11 --- NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, transfer, or amendment of the Final License.

Section 15.12 --- 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 15.13 --- TERM

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

SIGNATURE PAGE

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF
_____ 20__.

TOWN OF RANDOLPH

By:

Selectman

Selectman

Selectman

Selectman

Selectman

RCN-BecoCom, L.C.C.

By:

Scott Burnside
Senior Vice-President
Regulatory and Governmental Affairs

Approved as to legal form and character:

Paul R. DeRensis
Town Counsel

EXHIBITS

EXHIBIT 1

TECHNICAL DESCRIPTION OF THE RANDOLPH CABLE NETWORK

Exhibit 1(a)

Technical Description of Subscriber Network for the Town of Randolph

{To be Provided}

Exhibit 1(b)

Technical Description of Institutional Network for the Town of Randolph

{To be Provided}

EXHIBIT 2

INSTITUTIONAL NETWORK BUILDINGS

Pursuant to Section 3.2, the Licensee shall provide I-Net Drops and/or Outlets to the following buildings, without charge to the Town:

{ See Attached }

EXHIBIT 2

INSTITUTIONAL NETWORK BUILDINGS

- Board of Health/Veterans/Building Departments1 Turner Lane
- C.G. Devine School55 Old Street
- M.L. Donovan School.....123 Reed Street
- DPW ComplexCarlino Way
- J.F. Kennedy School20 Hurley Drive
- E. G. Lyons School60 Vesey Road
- North Middle School (Working Name)225 High Street
- Pauline Street Maintenance Area (Working Name).....12 Pauline Street
- Randolph Fire Department, Central Station.....10 Memorial Parkway
- Randolph Fire Department Number 2.....920 North Main Street
- Randolph Junior/Senior High School70 Memorial Parkway
- Randolph Public Schools Administrative Annex1 North Street
- Randolph Public Schools Administration Building40 Highland Avenue
- Recreation Office6 Carlino Way
- Senior CenterFencourt Avenue
- Stetson Hall.....6 South Main Street
- Town Hall/Police Station41 South Main Street
- Turner Free Library2 North Main Street
- Youth Center.....70 Lafayette Street
- M.E. Young School.....30 Lou Courtney Drive
- Joseph J. Zapustas Ice Arena240 North Street

- Future Municipal Buildings

EXHIBIT 3

INSTITUTIONAL NETWORK OPERATIONAL STANDARDS

{See Attached}

EXHIBIT 3

INSTITUTIONAL NETWORK OPERATIONAL STANDARDS

1. The Licensee shall maintain an I-Net as prescribed by FCC Rules and Regulations, 47 C.F.R. 76.
2. The Licensee shall determine and assign the transmit and receive frequencies for all I-Net users, and advise the Issuing Authority of such frequencies in writing.
3. The Licensee shall determine and design the correct signal strength levels necessary at each location identified in Exhibit 2 of this License.
4. The Town may install its preferred equipment, provided, however, the data equipment to be used has been pre-approved by Licensee in advance of connection to the I-Net, which pre-approval shall not be unreasonably denied. Pre-purchase approval is recommended.
5. The Town shall designate a certified, experienced data communications professional (ex., MIS/LAN manager, network engineer, consultant, etc.). This person shall be responsible and accountable to the Town for, among other things, all setup and ongoing operations of LAN to LAN connectivity over the I-Net.
6. The Licensee's role in supporting free data transmission shall be limited to the minimum services outlined above. The Licensee may charge the Town for all service calls not related to the radio frequency performance of the I-Net, including adds, moves or system changes. Changes shall be billed on a time and material basis.
7. Any user who causes interference or renders the I-Net system ineffective shall be notified and disconnected by the Licensee after prior consultation with the Issuing Authority and prior notice to any such user.

EXHIBIT 4

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of programming:

- News Programming;
- International/Multicultural Programming;
- Home Shopping Programming;
- Religious Programming;
- Educational Programming;
- Regional Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Music Programming;
- Pay-Per-View Programming;
- Entertainment Programming;
- Off-Air/Local Programming; and
- À La Carte Programming

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the License, subject to applicable law and the Licensee's editorial discretion.

{To be Provided}

EXHIBIT 5

FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS

The following public buildings shall receive the following Drops and/or Outlets and monthly Service at no charge:

{See Attached}

EXHIBIT 5

FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS

- Board of Health/Veterans/Building Departments1 Turner Lane
- DPW ComplexCarlino Way
- Randolph Fire Department, Central Station.....10 Memorial Parkway
- Randolph Fire Department Number 2.....920 North Main Street
- Recreation Office6 Carlino Way
- Senior CenterFencourt Avenue
- Stetson Hall.....6 South Main Street
- Town Hall/Police Station.....41 South Main Street
- Turner Free Library.....2 North Main Street
- Youth Center70 Lafayette Street
- Joseph J. Zapustas Ice Arena240 North Street

- Future Town Buildings

EXHIBIT 6

**FREE DROPS, OUTLETS AND MONTHLY SERVICE
TO SCHOOLS**

The following schools shall receive the following Drops and/or Outlets and monthly Service at no charge:

{See Attached}

EXHIBIT 6

FREE DROPS, OUTLETS AND MONTHLY SERVICE TO SCHOOLS

- C.G. Devine School55 Old Street
- M.L. Donovan School.....123 Reed Street
- J.F. Kennedy School20 Hurley Drive
- E. G. Lyons School60 Vesey Road
- North Middle School (Working Name)225 High Street
- Pauline Street Maintenance Area (Working Name).....12 Pauline Street
- Randolph Junior/Senior High School70 Memorial Parkway
- Randolph Public Schools Administrative Annex1 North Street
- Randolph Public Schools Administration Building.....40 Highland Avenue
- M.E. Young School.....30 Lou Courtney Drive

Future School Buildings

EXHIBIT 7
207 CMR 10.00

{See Attached}

EXHIBIT 7

207 CMR 10.00 BILLING AND TERMINATION OF SERVICE

Section

- 10.01: Billing Practices Notice
- 10.02: Services, Rates and Charges Notice
- 10.03: Form of Bill
- 10.04: Advance Billing and Issuance of Bills
- 10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service
- 10.06: Charges for Disconnection or Downgrading of Service
- 10.07: Billing Disputes
- 10.08: Security Deposits

10.01 Billing Practice Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02 Services Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) .At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

207 CMR COMMUNITY ANTENNA TELEVISION COMMISSION

10.02 continued

(7) A cable operator shall not charge a subscriber for any service or equipment: that the subscriber has not affirmatively requested by name. This provision, however shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03 Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) the name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill and or subscribers rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due; (f) the date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04 Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall pro ride subscribers with a written statement of account for each billing period and a final bill at the time of disconnection

10.05 Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.

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10.05 continued

- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent the operator has given the subscriber a written late charge notice in a clear and conspicuous manner and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5% of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscribers cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for resumed checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06 Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service(s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07 Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operators investigation shall promptly inquire about and take advantage of any complaint resolution mechanism formal or informal available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).

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(4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

(5) Upon receipt of a petition the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08 Security Deposits

(1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

(2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber either as a direct payment or as a credit to the cable subscriber's account.

(3) Within 30 days after the return of the converter or other equipment the cable operator shall return the security deposit plus any accrued interest to the cable subscriber either as a direct payment or as a credit to the cable subscriber's account.

REGULATORY AUTHORITY

207 CMR 10.00:47 U.S.C. §552, M.G.L. c. 166A, §§2A, 3, 5(1), 10, 16 and 17.

EXHIBIT 8

FCC CUSTOMER SERVICE OBLIGATIONS

{See Attached}

EXHIBIT 8

Exhibit 8 §76-309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements

(3) Any state or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any state or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) *Cable system office hours and telephone availability*—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer 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. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) *Installations, outages and service calls*. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) *Communications between cable operators and cable subscribers*—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) *Definitions*—

(i) *Normal business hours*—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) *Normal operating conditions*—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) *Service interruption*—The term “service interruption” means the loss of picture or sound on one or more cable channels.

EXHIBIT 9
THE CABLE ACT

{To be Provided}

EXHIBIT 10

VCR CABLE CONNECTION OPTIONS

{To be Provided}

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