

RENEWAL

CABLE TELEVISION LICENSE FOR

THE CITY OF NEWBURYPORT,

MASSACHUSETTS

RHC 10.01.05

Table of Contents

INTRODUCTION	1
ARTICLE 1 DEFINITIONS	2
SECTION 1.1 - DEFINITIONS	2
ARTICLE 2 GRANT OF RENEWAL LICENSE	6
SECTION 2.1 - GRANT OF RENEWAL LICENSE	6
SECTION 2.2 - TERM: NON-EXCLUSIVITY	7
SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS	7
SECTION 2.4 - RENEWAL [SEE M.G.L.c. 166A § 13]	7
SECTION 2.5 - POLICE AND REGULATORY POWERS	8
SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE	8
ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION	11
SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(A)]	11
SECTION 3.2 - SUBSCRIBER NETWORK	13
SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS	13
SECTION 3.4 - PARENTAL CONTROL CAPABILITY	14
ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS	15
SECTION 4.1 - SYSTEM MAINTENANCE	15
SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(G)]	16
SECTION 4.3 - TREE TRIMMING[SEE M.G.L.c. 166A §5(A)]	17
SECTION 4.4 - STRAND MAPS	17
SECTION 4.5 - BUILDING MOVES [SEE M.G.L.c. 166 §39]	17
SECTION 4.6 - DIG SAFE	17
SECTION 4.7 - DISCONNECTION AND RELOCATION	18
SECTION 4.8 - EMERGENCY REMOVAL OF PLANT	18
SECTION 4.9 - STANDBY POWER	19
SECTION 4.10 - UNDERGROUND FACILITIES AND USE OF EXISTING POLES	19
ARTICLE 5 PROGRAMMING	20
SECTION 5.1 - BASIC BROADCAST SERVICE	20
SECTION 5.2 - PROGRAMMING	20
SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS	20
SECTION 5.4 - STEREO TV TRANSMISSIONS	21
SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE	21
SECTION 5.6 - CONTINUITY OF SERVICE	21
ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT	22
SECTION 6.1 - PEG ACCESS CHANNEL(S)	22
SECTION 6.2 - PEG ACCESS SUPPORT	23
SECTION 6.3 - TECHNOLOGY GRANT	24
SECTION 6.4 - PEG ACCESS SUPPORT	24
SECTION 6.5 - PEG CAPITAL TECHNICAL SUPPORT	24
SECTION 6.6 - PEG ACCESS STUDIO	25
SECTION 6.7 - REPORT OF DISBURSEMENTS	25

SECTION 6.8 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION.....	26
SECTION 6.9 - EMERGENCY USE.....	26
SECTION 6.10 - EQUAL OPPORTUNITY (SEE G.L. c.166A, §5(j).....	26
SECTION 6.11 - EDITORIAL CONTROL.....	27
SECTION 6.12 - ESTABLISHMENT OF AN ACCESS CORPORATION.....	27
SECTION 6.13 - MISCELLANEOUS ACCESS CORPORATION MATTERS.....	32
SECTION 6.14 - SYSTEM DESIGN.....	33
SECTION 6.15 - ADDITIONAL ACCESS OBLIGATIONS.....	33
SECTION 6.16 - LATE PAYMENT.....	34
ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION.....	35
SECTION 7.1 - CUSTOMER SERVICE.....	35
SECTION 7.2 - CONSUMER COMPLAINT RESOLUTION PROCEDURES.....	35
SECTION 7.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE G.L. c.166A, §5(h)].....	36
SECTION 7.4 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)].....	36
SECTION 7.5 - SUBSCRIBER TELEVISION SETS[SEE G.L.c. 166A §5(D)].....	37
SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY.....	37
SECTION 7.7 - PROPRIETARY INFORMATION.....	39
SECTION 7.8 - EMPLOYEE IDENTIFICATION CARDS.....	39
SECTION 7.9 - DAMAGED OR LOST EQUIPMENT.....	40
ARTICLE 8 RATES, CHARGES AND LICENSE FEE.....	41
SECTION 8.1 - RATES AND CHARGES 30.....	41
SECTION 8.2 - LICENSE FEE ENTITLEMENT.....	41
SECTION 8.3 - PAYMENTS.....	43
SECTION 8.4 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS.....	43
SECTION 8.5 - AFFILIATES USE OF SYSTEM.....	43
SECTION 8.6 - METHOD OF PAYMENT.....	44
SECTION 8.7 - LATE PAYMENT.....	44
SECTION 8.8 - RECOMPUTATION.....	44
ARTICLE 9 REGULATORY OVERSIGHT.....	46
SECTION 9.1 - INDEMNIFICATION [SEE G.L.c. 166A §5(B)].....	46
SECTION 9.2 - INSURANCE [SEE G.L.c. 166A §5(c)].....	46
SECTION 9.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(K)].....	47
SECTION 9.4 - REPORTS [SEE G.L.c. 166A §§8 AND 10].....	48
SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY.....	48
SECTION 9.6 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11].....	49
SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE.....	49
SECTION 9.8 - LIQUIDATED DAMAGES.....	51
SECTION 9.9 - TRANSFER OR ASSIGNMENT [SEE G.L. c.166A, §7].....	53
SECTION 9.10 - REMOVAL OF SYSTEM [SEE G.L. c.166A, §5(t).....	53
SECTION 9.11 - INCORPORATION BY REFERENCE.....	54
SECTION 9.12 - REGULATORY AUTHORITY.....	54
SECTION 9.13 - PERFORMANCE EVALUATION HEARINGS.....	55
SECTION 9.14 - INSPECTION.....	56
ARTICLE 10 MISCELLANEOUS.....	57

SECTION 10.1 - SEVERABILITY	57
SECTION 10.2 - FORCE MAJEURE	57
SECTION 10.3 - NOTICES	57
SECTION 10.4 - ENTIRE AGREEMENT	58
SECTION 10.5 - CAPTIONS	58
SECTION 10.6 - WARRANTIES	59
SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE	59
SECTION 10.8 – NO RECOURSE AGAINST ISSUING AUTHORITY.....	60
SECTION 10.9 – CITY’S RIGHT OF INTERVENTION	60
SECTION 10.10 – TERM.....	60
SIGNATURE PAGE	60
EXHIBIT A - BUILDINGS ON THE SUBSCRIBER NETWORK	61
EXHIBIT B - INSTITUTIONAL NETWORK DROPS	62
EXHIBIT C - PROGRAMMING	63
EXHIBIT D - LIST OF STUDIO EQUIPMENT TO BE TRANSFERRED TO ACCECC CORPORATION	64
EXHIBIT E - PMCE SCHEDULE FOR CURRENT SERVICE AND INSTALLATION CHARGES	65
EXHIBIT F - ORIGINATION SITES	66
EXHIBIT G - NEWBURPORT PUBLIC SCHOOL ORIGINATION SITES	67
EXHIBIT H – FCC CUSTOMER SERVICE STANDARDS (47CRF §76.309).....	68
EXHIBIT I – MASSACHUSETTS CABLE DIVISION BILLING PRACTICES (207 CMR 10.01 et seq)	72

NEWBURYPORT RENEWAL LICENSE

INTRODUCTION

WHEREAS, Comcast of Massachusetts I, Inc., (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a renewal license to operate a Cable Television System in the City of Newburyport, Massachusetts (hereinafter the "City"), said license having commenced on July 9, 1999;

WHEREAS, Comcast filed a written request for a renewal of its license by letter dated September 13, 2001 in conformity with the Cable Television Policy Act of 1984 and filed a renewal proposal dated May 7, 2004;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Television Policy Act;

WHEREAS, the City's Mayor, as the Issuing Authority, finds that the renewal of Comcast's license is appropriate and that Comcast has complied with the terms of its existing license;

WHEREAS, the City has determined that the financial, legal, and technical ability of Comcast is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, 'desires to enter into this Renewal License with the Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein.

NOW THEREFORE, after due and full consideration, the City and Comcast agree that this Renewal License is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal License shall have the meanings ascribed to them below. Unless otherwise defined herein, any term not defined herein shall have the meaning assigned to such term in the Cable Act.

(a) Access Provider – The person or persons, including a committee or a not-for-profit corporation, designated by the Issuing Authority to provide the PEG Access services set forth in Section 6.2 of this Renewal License.

(b) Basic - Over-the-air transmission by radio or television station.

(c) Basic Cable Service- Any service tier which includes the retransmission of local television broadcast signals.

(d) Cable Act - Cable Television Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Television Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the TeleTelevision Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996), and as may be amended from time to time..

(e) Cable Television System or Cable System - the facility owned, constructed, installed, operated and maintained by Licensee in the City of Newburyport, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to

multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621 (c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Cable Division - The Cable Television Division of the Massachusetts Department of TeleTelevision and Energy established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. Chapter 166A).

(g) Cable Service or Service- the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the

selection or use of such video programming or other programming service.

(h) City - The City of Newburyport, Massachusetts.

(i) Drop - The coaxial cable that connects a home or building to the Subscriber Network.

(j) Effective Date - October 6, 2005

(k) FCC - Federal Television Commission or any successor governmental entity.

(l) Franchise Fee - The payments to be made by the Licensee to the Issuing Authority, the City of Newburyport and or any other governmental subdivision, such as an Access Corporation, which shall have the meaning set forth in section 622 (g) of the Cable Act.

(m) Gross Annual Revenues - Revenue of any form or kind received by the Licensee for the provision of Cable Service(s) over the Cable System including, without limitation: Basic Broadcast Service monthly fees and all other Cable 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; home-shopping revenue; converter, remote control and other cable service equipment rentals and/or leases or sales; advertising revenues; and all other revenue(s) derived by Licensee from the sale of cable service products in any way advertised or promoted on the Cable System. In the event that another entity is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by the entity for said entity's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall not include any fee or tax on services furnished by the Licensee and paid to any governmental entity and collected by the Licensee on behalf of such entity. Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.

(n) Issuing Authority - The Mayor of the City of Newburyport, Massachusetts.

(o) Licensee - Comcast of Massachusetts I, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(p) License Fee - The payments to be made by the Licensee to the Issuing Authority, the City of Newburyport and or any other governmental subdivision, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9.

(q) Multichannel Video Programming Distributor - A person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(r) Outlet - An interior receptacle that connects a television set to the Cable Television System.

(s) Person - An individual, partnership, association, joint stock company, trust, corporation or governmental entity.

(t) Public, Educational and Government (PEG) Access Programming - Programming produced by any Newburyport residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(u) Public Right-of-Way or Public Way - The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the City of Newburyport, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the City of Newburyport for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Licensee to the use thereof for the purposes of installing, operating, and maintaining the Licensee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(v) Public Buildings - Those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising

Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(w) Renewal License or License- Means this Agreement and any amendments or modifications in accordance with the terms herein.

(x) Standard Installation - The standard one hundred twenty-five foot (125') Drop connection to the existing permission.

(y) Subscriber - A Person or user of the Cable System who lawfully receives Cable Service with the Licensee's express permission.

(z) Subscriber Network - The trunk and feeder signal distribution network over which video, audio, text and data signals are transmitted to Subscribers.

(aa) Transition Date - January 1, 2007, the date on which the Issuing Authority or its designee will assume responsibility for the Access Studio.

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

ARTICLE 2

GRANT OF RENEWAL LICENSE

SECTION 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of M.G.L. c. 166A, and the Cable Act the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts I, Inc., a Delaware Corporation, authorizing and permitting said Licensee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the City of Newburyport. Nothing in this License shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Federal Cable Act and M.G.L. c. 166A and in compliance with all rules and regulations of the FCC and the Cable Division in force and effect during the period for which this Renewal License is granted.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY [SEE M.G.L.c. 166A §§3(d) and 13]

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on October 6, 2005, following the expiration of the current license, and shall terminate at midnight on October 5, 2015.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to M.G.L. c. 166 §§22-25, permission is hereby granted to the Licensee to attach
or otherwise affix including but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways,

provided the Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the City grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL [SEE M.G.L.c. 166A §13]

(a) In accordance with the provisions of federal law, M.G.L. c. 166A § 13 and applicable regulations, this Renewal License shall be subject to additional renewals for the periods not to exceed ten (10) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by the Licensee and the Issuing Authority and shall contain such modified or additional terms as the Licensee and the Issuing Authority may then agree.

SECTION 2.5 - POLICE AND REGULATORY POWERS

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, the Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. Any conflict between the terms of this Renewal License and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - NON-EXCLUSIVITY OF LICENSE

(a) The Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional Licenses to provide Cable Service within the City; provided, however, that no such license shall contain terms or conditions more favorable or less

burdensome to the additional licensee than the material terms and conditions herein, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive license or amendments to same is granted by the Issuing Authority which, in the reasonable opinion of the Licensee, contains more favorable or less burdensome terms or conditions than this License, the Issuing Authority agrees that it will convene a hearing within thirty (30) days for the purpose of hearing the Licensee's evidence of more favorable or less burdensome terms and if such evidence is found to prove more favorable or less burdensome terms, the Issuing Authority shall amend the terms of this License to adopt terms that are more favorable and/or less burdensome, as the case may be.

(b) In the event an application for a new cable television franchise is filed with the Issuing Authority proposing to serve the City, in whole or in part, the Issuing Authority shall serve or require to be served a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

(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.

(d) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Licensee, hereafter provides Video Programming to residents of the City, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Video Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the City, the

Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

The Issuing Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Licensee.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested.

(ii) Should the Licensee demonstrate that the Video Programming of such Multichannel Video Programming Distributor is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the City, the Issuing Authority shall make equitable amendments to this Renewal License.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED [SEE G.L.c. 166A §3(a)]

(a) The Licensee shall make Cable Service available to every residential dwelling unit within the Town/City where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System and the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Subject to the density requirement, Licensee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125') of the Licensee's Distribution Cable. For non-Standard Installations the Licensee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred and eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the City which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting town. At all times during the term of this Renewal License, residents of the City who are currently capable of receiving service from the Newburyport system or signal shall continue to receive such service and shall not be changed to the signal of another system.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred twenty-five feet (125 ft.) aerial or one hundred twenty-five feet (125 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.).

Installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws. For installations more than one hundred twenty-five feet (125 ft.), not involving a hard surface, the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation rate.

(c) Provided Licensee has at least ninety-days (90) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise its best efforts to encourage the Planning Board and developers to give timely notice of trenching and underground construction to the Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in City are underground, the Licensee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Licensee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in City. Such reimbursement shall be through payment from the City. In any area of City where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Licensee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities,

or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 3.2 - SUBSCRIBER NETWORK

The Licensee shall maintain a Cable Television System, fully capable of carrying a minimum of seventy-seven (77) channels of video programming to Newburyport subscribers.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

(a) The Licensee shall maintain the current level of active Drops, Outlets and Basic Broadcast Service, at no charge to the City, to all public buildings, public schools, police and fire stations, libraries and other public buildings as designated by the Issuing Authority within the City, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Licensee shall provide one (1) Drop, Outlet and Basic Broadcast Service at no charge to all new public buildings and other City owned public buildings, as defined above, along the cable route subject to the limitations set forth above. The Issuing Authority or its designee shall consult with the appropriate individuals to determine the appropriate location for each Outlet prior to requesting that the Licensee install the free service.

(c) Nothing in this Section shall require the Licensee to move existing Drops or Outlets as listed in Exhibit A, or install an additional Drop or Outlet to any municipal or City owned or leased Public Building which already has a free Drop or Outlet. installed by the Licensee providing that said Drop is located along the existing I-Net route, and is subject to payment by the City of the Licensee's actual costs of said installation plus a return on investment as allowed under applicable law.

SECTION 3.4 – 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

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal License is granted shall be done in conformance with all applicable laws, ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel, and anyone using said system can be corrected before they become a hazard. The Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

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

(e) The signal of any television or radio station carried on the Cable Television System shall be carried without material degradation in quality at all subscriber locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) Upon written notice from the City, the Licensee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency as soon as possible after knowledge of or receipt of notice and in any event no longer than 48 hours and shall notify the City when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION [SEE G.L.c. 166A §5(g)]

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

SECTION 4.3 - TREE TRIMMING [SEE M.G.L. c. 166A §5(a)]

In installing, operating, and maintaining equipment, cable and wires, Licensee shall avoid all

unnecessary damage and injury to trees, structures, and improvements in and along the routes authorized by the Issuing Authority. Licensee shall comply with all generally applicable local bylaws or ordinances.

SECTION 4.4 - STRAND MAPS

The Licensee shall maintain a complete set of strand maps of the City, which will show those areas in which its facilities exist, the location of all streets and the location of all residences. The strand maps will be retained in a location reasonably convenient to the City and will be available in the City for inspection by the Issuing Authority upon written request.

SECTION 4.5 - BUILDING MOVES [SEE M.G.L.c. 166 §39]

(a) In accordance with applicable laws, the Licensee shall, at its sole expense, upon the written request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building(s). The Licensee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.6 - DIG SAFE

The Licensee shall comply with all applicable "dig safe" provisions pursuant to M.G.L. c. 82 §40.

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee 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 City department acting in a governmental capacity.

(b) In requiring the Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the City, it shall be necessary in the reasonable judgment of the City and/or its municipal departments to cut or move any of the wires, cable or equipment of the Cable Television System, the City and/or its municipal departments shall have the right to do so without cost or liability, provided however that, wherever possible, the City and/or its municipal departments gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 – STANDBY POWER OPEN

The Licensee shall maintain at least two and one half hour standby power at the head end. Such standby power shall have continuous capability, and contingent upon availability of fuel necessary to operate the generators therefor, shall become activated automatically upon the failure of the normal power supply.

SECTION 4.10 – UNDERGROUND FACILITIES AND USE OF EXISTING POLES

(a) It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible, and that underground installation is preferable to the installation of additional poles. Licensee acknowledges this policy and agrees to use its best efforts to comply. Licensee agrees to comply with all generally applicable laws and ordinances regarding delegation of existing poles.

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

(c) In the event that the Licensee is required to place existing aerial plant underground the Licensee reserves its right to pass through those costs to subscribers if and to the extent allowed by applicable law.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC BROADCAST SERVICE

The Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534. In accordance with federal law, Licensee shall not scramble or otherwise encode, for the entire term of this License any of the Basic Cable Services.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Licensee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit C. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Licensee.

(b) Licensee shall comply with 47 C.F.R. part 76(c)(3)(i)(b) of the FCC Rules and Regulations as may from time to time be amended as well as 207 CMR 10.02 of the Massachusetts Cable Television Division Rules and Regulations as may from time to time be amended regarding notice of programming changes.

SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS

The Licensee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Licensee, if any, and allow the use of remotes at no additional charge from that of the converter charge. The Licensee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to the Licensee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, the Licensee shall make available channel capacity for commercial use by persons unaffiliated with the Licensee. Rates for use of commercial access channels shall be negotiated between the Licensee and the commercial user in accordance with federal law.

SECTION 5.6 – CONTINUITY OF SERVICE

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee shall use reasonable efforts to interrupt service for the purpose of Cable System construction, routine repairing or testing the Cable System only during periods of minimum use. When necessary service interruptions can be anticipated, the Licensee shall notify Issuing Authority in advance.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for public, educational and governmental ("PEG") access shall be provided on the most basic tier of service offered by Licensee in accordance with the federal law, 47 U.S.C. 531, and as further set forth below. Licensee does not relinquish its ownership of or ultimate right of control over a channel, consistent with the terms of this Renewal License, and with all governing laws and regulations by designating it for PEG use. A PEG access user - whether an individual, educational or governmental user - acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use, again, consistent with the terms of this Renewal License. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall insure that PEG Access Channel(s) and PEG Access Equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall designate capacity on two (2) channels(s) for a Public, Educational, and Governmental (PEG) Access Channel to be used for public video programming provided by the Issuing Authority or its designee, educational access video programming provided by the Issuing Authority or designated educational institution, and governmental video programming provided by the Issuing Authority. A Public, Educational and Governmental Access Channel may not be used to cablecast programs for profit, political or commercial fundraising in any fashion.

(c) Licensee shall provide the City with forty-five (45) day notice of any channel line-up changes that affect PEG Access channels. Licensee shall reimburse the City or its designee for the costs of stationery, envelopes, business cards and "channel-marked items," necessitated by such line-up charge, in an amount not to exceed one thousand dollars (\$1000).

SECTION 6.2 - PEG ACCESS SUPPORT

Beginning on the Transition Date , the Access Provider, as designated by the Issuing Authority shall provide services to PEG Access Users and the City as follows:

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

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

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

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

(5) Provide technical assistance, pre-production, post-production and production services to PEG Access users;

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

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

(8) Assist PEG Access users in the production of Video Programming relating to issues, events, and activities of interest to Subscribers ; and

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

SECTION 6.3 - TECHNOLOGY GRANT

Beginning January 1, 2006, Licensee will make an annual technology grant payment to Issuing Authority or its designee of 0.7% of Gross Annual Revenue. Such payments will be made quarterly, with the payments due 45 days after the conclusion of each quarter as follows: May 15, 2006, August 15, 2006, November 15, 2006 and February 15, 2007. Beginning January 1, 2007, the Technology Grant will be included within the annual 4% Access Support Payment provided in §6.4. From that date forward, the Issuing Authority may apportion the annual 4% payment between Technology Support and Access Support at his or her discretion.

SECTION 6.4 – PEG ACCESS SUPPORT/TECHNICAL SUPPORT GRANT

Beginning January 1, 2007 and continuing for the remaining term of this Renewal License, Licensee will make an annual payment of 4% of Gross Annual Revenue to Issuing Authority or its designee. The Issuing Authority may apportion this payment annually for technology support and PEG Access support at his or her discretion. Licensee will make its PEG Access/Technology Grant payments quarterly, due 45 days after the conclusion of each quarter as follows: May 15; August 15; November 15 and February 15 annually, for each remaining year of the Renewal License. Payments made pursuant to this section shall be accompanied by the Reporting Form referred to in Section 6.13(b).

SECTION 6.5 - PEG ACCESS CAPITAL SUPPORT

Licensee will pay to Issuing Authority or its designee a PEG Access Capital Support Grant totaling \$115,000 within 90 days of execution of this Renewal License.

SECTION 6.6 – PEG ACCESS STUDIO

Licensee shall

continue to operate the Access Studio under the terms and conditions of its current license obligations until the Transition Date of January 1, 2007.

SECTION 6.7 - REPORT OF DISBURSEMENTS

(a) Annually, on or before February 15th, the Issuing Authority, or its designee, shall submit to the License a written report showing actual disbursements made of the funds provided by the Licensee on behalf of the access corporation, pursuant to Article 6 herein.

(b) Said report shall explain in detail the allocation of funds, a justification of the use of the funds, and any operating interests of the various entities, if any, using the PEG Access facilities.

(c) If upon review of the report, the Licensee finds that any use of the funds by the access provider has been inappropriately related to PEG Access, the Licensee may submit a written request for a hearing before the Issuing Authority. After such hearing, the Issuing Authority shall submit a written response to the Licensee stating its assessment of the use of funds. If the issuing Authority and Licensee agree that funds have not been used appropriately, the Issuing Authority shall take necessary measures to assure future funds are expended appropriately.

(d) If upon receipt of a subsequent report, the Licensee determines that the use of funds again have not been appropriate, the Licensee may, in writing, request another hearing before the Issuing Authority. Providing the Issuing Authority finds in accordance with the Licensee's determination, the Issuing Authority shall direct the Licensee to withhold an amount of PEG

Access support and or PEG Access capital payments, an amount corresponding to the subject of the dispute, until such a time safeguards are in place to assure the appropriate use of funds.

(e) If following the Licensee's second request for the Issuing Authority's remedial action, the Issuing authority disagrees with the Licensee, regarding the inappropriate use of funds, the matter may be referred to the Cable Division, or its successor, upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

SECTION 6.8 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the consent of the Licensee.

SECTION 6.9 – EMERGENCY USE

In the case of any civil emergency or disaster, or other compelling public need or purpose, at all times that the Licensee controls the Access channel(s) prior to the Transition Date, the Licensee shall, upon request of the Issuing Authority, make available to the Town a PEG Access Channel for use during the civil emergency or disaster period. The Licensee shall adhere to any new Emergency notification standards as established by the Federal Communications Commission.

SECTION 6.10 – EQUAL OPPORTUNITY (SEE G.L. C.166A, §5(J))

If the Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of its Cable System to originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same

office. The conduct of the Licensee with respect to all program origination within its control shall be consistent with, and guided by, the rules and regulations of the FCC, found in 47 CFR §§76.205 and 76.209 and any and all other applicable laws and regulations, as they may from time to time be amended.

SECTION 6.11 – EDITORIAL CONTROL

Licensee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Licensee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency or nudity pursuant to Section 6.11 of the Cable Act, as it may from time to time be amended.

SECTION 6.12 – ESTABLISHMENT OF AN ACCESS CORPORATION

(a) Within a reasonable time following the Effective Date hereof, the Issuing Authority may designate a non-profit charitable corporation, known as an Access Corporation (hereinafter “Access Corporation”) to assume responsibility for the provision of Public, Educational and Governmental (“PEG”) Access programming, facilities and equipment for the residents of the City, pursuant to the provisions of Article 6 herein. On the Transition Date, the Access Corporation will assume actual responsibility for PEG Access programming and for management of the City’s access studio and the Licensee shall no longer have said responsibility. Licensee shall transfer title to the existing studio equipment, listed in Exhibit D to be provided by Licensee, to the new Access Corporation, for Access Corporation ownership and use at the studio at a location to be determined. The transfer of said equipment will be completed no later than ninety (90) days after the Transition Date by way of a bill of sale agreement for the amount of \$1.00.

(b) The Access Corporation shall be funded by Access Support Grants in accordance

with Section 6.4 of this Renewal License. All such Access Support Grant payments will be accompanied by a Revenue Reporting Form showing, with reasonable itemization, Gross Annual Revenues, upon which the payments are based. To enable mobilization and hiring in advance of the Access Corporation start-up date, Licensee shall make a \$36,000 pre-payment to the Issuing Authority or its designee, such payment to be credited in equal amounts against the first year's four quarterly Access Support Grant payments. This pre-payment of \$36,000 will be paid on September 1, 2006.

(c) The Access Corporation shall provide services to PEG access users as provided in Section 6.2.

(d) Licensee shall transfer ownership of existing studio equipment as listed in **Exhibit D**. Licensee makes no warranties or representations that will apply after the transfer of the equipment (with respect to the condition of said Existing Equipment) and Issuing Authority acceptance of equipment will be "as is", however, Licensee shall reasonably maintain and repair such equipment prior to transfer to the Access Corporation such that said equipment is in good working order. Licensee shall, after the transfer of title, have no further responsibility for said existing equipment, including, but not limited to repairs, license fees, and insurance, etc. The foregoing equipment shall be owned by the Access Corporation, but for use of the public and the City.

(e) Any transferable manufacturer's warranties and existing manuals that Licensee has with respect to existing studio equipment transferred to the Access Corporation shall be transferred to the Access Corporation. For a period of up to thirty (30) days from the assumption of control by the Access Corporation, the Licensee will provide up to twenty-five (25) hours of reasonable technical assistance which may be in person, or via telephone or electronic mail to

assist the Access Corporation staff on the proper utilization of the studio equipment and systems installed by the Licensee. Licensee shall be responsible for interconnecting the new Access Corporation studio to the cable system for regular access channel cablecasting, including upstream video transmissions. The cost of providing said interconnection will be borne by the Licensee and passed through to subscribers according to applicable law to a maximum of thirty-five thousand dollars (\$35,000). Any amount above that will be the responsibility of the Issuing Authority or its designees, and shall be pre-paid in advance of any such construction. The Licensee will provide written estimates to the Issuing Authority for any contemplated location.

(f) Throughout the balance of the License term, Licensee shall continue to provide exclusive to Newburyport two (2) subscriber network downstream channels for public, educational and governmental access. Upon the creation of an Access Corporation said public and governmental access channels shall be under the management of the Access Corporation, subject to public and municipal access rights in accordance with the Federal Cable Act, 47 U.S.C. 531 and the terms hereof. The educational access channel shall be under the management of the Newburyport Public Schools for non-commercial educational and school-related programming and subject to such reasonable operating rules as the Superintendent of Schools or his/her designee(s) may adopt. The Governmental Access channel shall be operated by the Access Corporation and Issuing Authority, but subject to lawful Issuing Authority editorial control and use of municipal access equipment. The access channels shall not include campaign advertising or paid political advertising, unless and to the extent permitted by applicable laws and lawful Access channel rules, but may include acknowledgements of support and underwriting, consistent with the standards applicable to non-profit public broadcasting stations. Licensee shall continue to be responsible for providing, maintaining and replacing as needed modulators and demodulators at the head-end or hub-site for said access channels.

(g) Residents of the City and organizations based in the City, shall have the right to produce programming on the public access channel, and shall have access to facilities and equipment, upon completion of a training program, or upon certification of proficiency by Access Corporation staff, and shall have access to training. The foregoing shall be subject to lawful rules, if any, established by the Access Corporation, with consultation of the Issuing Authority. Public use to the access facilities and channels shall be on a first come, first served, non-discriminatory and customary station scheduling practices and lawful standards.

(h) The cable system shall be capable of cablecasting from the existing High School studio, from the studio to which the Access Corporation relocates; from certain other origination sites as listed in **Exhibit F** attached hereto. Each access channel shall have the ability to transmit upstream to the head-end via an effective and reliable upstream channel.

(i) Licensee shall be responsible for the technical maintenance and signal quality of such downstream and upstream local channel transmissions notwithstanding the fact that Licensee is not responsible for the production quality of public, educational or government access productions nor is Licensee responsible for the access equipment not owned by Licensee. Signal transmission quality on such channels shall be commensurate with those, which apply to Licensee's regular commercial channels and Licensee shall upon request provide copies of FCC signal quality proofs of performance with respect to the access channels.

(j) Prior to the creation of any Access Corporation, the Licensee will continue to operate the Newburyport Access operation consistent with past practices. The Licensee will have personnel available to staff the studio and facilitate the transfer to the Access Corporation but reserves the right to satisfy said need for staffing by utilizing any of its existing personnel or qualified contract labor. Such personnel shall be available to assist in overseeing the studio relocation, including disconnecting and reconnecting equipment, at the time of equipment

30

public schools on the subscriber network.

(l) Licensee agrees to "grandfather", that is, to continue or not to remove, as applicable any local origination or access equipment, modulators or facilities actually provided as of the expiration of the prior license, except where such removal of equipment or facilities is necessary for technical or safety reasons, and is replaced by equipment with equivalent capability, or as otherwise consented to by the Issuing Authority. Notwithstanding any omission to expressly assign title or ownership of equipment to the Issuing Authority, if by any prior License or prior agreement title and ownership of any particular access equipment or facilities has been or was required to be assigned to the Issuing Authority, the Newburyport Public Schools or other municipal agency, nothing in the License shall rescind such assignment of title or ownership to the Issuing Authority, Newburyport public schools or other municipal agency.

SECTION 6.13 – MISCELLANEOUS ACCESS CORPORATION MATTERS

(a) On or about the close of its fiscal year, the Access Corporation shall provide the Issuing Authority with an annual report describing studio activity and expenditures, not for Issuing Authority approval, but for Issuing Authority information and advisory consultation. Upon request from Licensee said report shall be annually copied to Licensee or earlier (after filing with Issuing Authority).

(b) The Issuing Authority and/or Access Corporation may require members of the public to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the City, Licensee and Access Corporation harmless for same, subject to Cable Act and FCC requirements and neither Licensee, Access Corporation nor the Issuing Authority are intended to engage in pre-screening of public access program content except that Access Corporation previewing may be necessary where the Access Corporation has credible advance knowledge of unlawful programming, if authorized by Access Corporation rules. It is the intent of the parties that producers be on notice that neither the Licensee nor the Issuing Authority assume editorial responsibility for such individual's local production and therefore are not liable for the errors, if any, of such individual local access producers.

(c) It is the intent of the parties that following formation of the Access Corporation, said Access Corporation shall apply to the Internal Revenue Service for tax-exempt status as a charitable non-profit corporation.

(d) To inform the public about use of the local studio facilities and channels, the Access Corporation shall conduct periodic outreach to publicize same, including reasonable cablecasting notice of the availability of the equipment, facilities and of training.

(e) Upon creation of the Access Corporation, the Access Corporation will be responsible

for covering regularly scheduled City Council and School Committee meetings, and municipal meeting coverage shall be available for live cablecasting over the access channels of other cable operators licensed to provide service in Newburyport, if any, however, as a condition of the foregoing. Licensee may require such other cable licensee, if any, to pay the incremental costs resulting from the channel interconnection necessary for such cablecasting.

SECTION 6.14 – SYSTEM DESIGN

Licensee shall maintain head-end equipment to automatically switch the upstream signals from the current location at 27 Hale Street and to place such signals on the designated public, educational and municipal access cable channels. After the Transition Date, the Access Corporation will, be responsible for scheduling and transmitting of access programming on these channels. The Access Corporation shall continue to provide and maintain, and replace if necessary, the access channel video modulators and demodulators as provided by Licensee as of the transition date to the PEG Access Corporation. Nothing herein shall require the Licensee to provide, repair, maintain, or replace end user equipment with the demarcation point being the modulator output.

SECTION 6.15 – ADDITIONAL ACCESS OBLIGATIONS

(a) Access Corporation shall use reasonable efforts to maintain and replace existing studio equipment for use of Newburyport residents and organizations, as needed to assure that the studio equipment is maintained at an industry performance level customary and usual for such equipment.

(b) The Access Corporation and the Issuing Authority, or its designees, shall meet from time to time, upon the request of either party, to discuss and cooperatively implement the terms hereof.

(c) Public, educational and governmental access programming from the access

corporation studio or other such access programming may be retransmitted over the access channels of other Licensees, if any, providing that the costs incurred in creating this programming have been shared equally subject to §2.6.

SECTION 6.16- LATE PAYMENT

In the event that the License Fees or Franchise Fees or support payments required by this Renewal License are not tendered on or before the dates fixed in Sections 6.3, 6.4 or 9.4 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate, as defined by the Federal Reserve Bank. Any payments to the City or its designee pursuant to this Section 6.17 shall not be deemed to be part of the License Fees to be paid to the City and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time, **EXHIBIT H** herewith. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time, **EXHIBIT F** herewith.

SECTION 7.2 - CONSUMER COMPLAINT 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 its 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 its 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 its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her

Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, and annually all Subscribers, of the procedures for reporting all of such Complaints.

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

(d) In the event that the Issuing Authority or its designee(s) find a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

SECTION 7.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at cost, offer and maintain an adequate switching device to allow the Subscriber to choose between cable and non-cable reception.

SECTION 7.4 - SERVICE INTERRUPTIONS [SEE G.L.c.166A §5(1)]

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, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described

above after due notice to the Licensee from the Subscriber. If practicable Licensee will exercise its best efforts to notify Subscribers of any anticipated service interruption.

SECTION 7.5 - SUBSCRIBER TELEVISION SETS[SEE G.L.c. 166A §5(d)]

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.6 – PROTECTION OF SUBSCRIBER PRIVACY

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

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

(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 and all governing laws and regulations.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable System, of the Subscriber privacy requirements contained in this Renewal License.

(e) Prior to the commencement of Cable Service to a new Subscriber, and annually thereafter to all Cable System Subscribers, the License shall provide Subscribers with a written document which 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.

(f) Neither the Licensee nor its designee nor the City and its municipal departments nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any 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 any instances of monitoring or tapping of the Cable 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.

(g) No poll or other upstream response of a Subscriber shall be conducted or obtained, unless 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

(h) Except as permitted by Section 6.31 of the Cable Act as amended, neither the Licensee nor its designees nor its employees shall make available to any third party, including the Town, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days

prior to disclosure, unless such notification is otherwise prohibited by applicable law or order of the court.

(i) Upon a request by a Subscriber 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. The Licensee shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

(j) The Issuing Authority and the Licensee shall periodically review this Section to determine that it effectively addresses appropriate concerns about privacy.

SECTION 7.7 - PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Section, the Licensee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Issuing Authority agrees to treat any information disclosed by the Licensee as confidential and only to disclose it to those employees, representatives, and agents of the Issuing Authority that have a need to know in order to enforce this License and who agree to maintain the confidentiality of all such information. The Licensee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Licensee to be competitively sensitive.

SECTION 7.8 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee picture identification card issued by the Licensee.

SECTION 7.9 – DAMAGED OR LOST EQUIPMENT

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from theft or fire, the Licensee shall waive any charges, if such charges are not compensated by subscriber carried insurance.

ARTICLE 8

RATES, CHARGES, AND LICENSE FEES

SECTION 8.1 – RATES AND CHARGES

(a) A price schedule for service and installation in effect on the date of execution of this Renewal License is attached hereto as **Exhibit F** for information purposes only. The Licensee shall provide written notice to all Subscribers at least thirty (30) days in advance of any subscription rate adjustments. Any changes in and notices of prices will be in conformance with the federal law, the rules and regulations of the FCC and any currently or hereinafter applicable federal and/or state laws and regulations, as they may from time to time be amended.

(b) The Issuing Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental (“PEG”) Access and other franchise requirements, may be passed through to the Subscribers in accordance with federal law.

(c) The Licensee may require a deposit or refuse service for a bona fide credit reason. The Licensee may levy reasonable collection charges on overdue or delinquent accounts. The Licensee may require that the account of any Subscriber requesting work be current before such work is performed.

(d) 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 Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

SECTION 8.2 – LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City or its designee(s), throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.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 Renewal License.

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

(c) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the PEG Access annual operating funding, but shall not include the following: (i) the PEG Access equipment/facilities grants herein; (ii) any interest due herein to the City because of late payments; and/or (iii) any liquidated damages herein (Section 11.2).

SECTION 8.3 – PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the City throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

SECTION 8.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

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

SECTION 8.5 – AFFILIATES USE OF 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 City under this Renewal 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 8.6 – METHOD OF PAYMENT

All License Fees payments by the Licensee to the City pursuant to this Renewal License shall be made payable to the City and deposited with the City Treasurer, or to the City's designee as may be directed by the City.

SECTION 8.7 – LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 8.2 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the City pursuant to this Section 8.7 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 8.2 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

SECTION 8.8 – RECOMPUTATION

(a) In the event that the Issuing Authority receives a License Fee pursuant to Section 8.2 above, tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 8.8. All

amounts paid shall be subject to audit and recomputation by the City, 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.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have fourteen (14) business days to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit up to an amount of \$2,000. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the City, without interest charges of any kind.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1- INDEMNIFICATION [SEE G.L.c. 166A §5(b)]

The Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents, at all times during the term of this Renewal License from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Licensee's installation, construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs. Upon timely receipt of notice in writing from the Issuing Authority it shall at its own expense defend any action or proceeding against the City in which it is claimed that personal injury or property damage was caused by activities of the Licensee in the installation, operation, or maintenance of its System. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority.

SECTION 9.2 - INSURANCE [SEE G.L.c. 166A §5(c)]

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) with an insurance company authorized to conduct business in Massachusetts satisfactory to the Issuing Authority protecting, as required in this Renewal License, the Licensee and listing the City as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to anyone occurrence. The amount of such insurance for liability for injury or

death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. The policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). The policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of the Licensee. The policy will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Licensee shall provide Issuing Authority with certificate(s) of insurance for all policies required herein on an annual basis.

SECTION 9.3 - PERFORMANCE BOND [SEE G.L.c. 166A §5(k)]

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to G.L. c.166A, §5(k) a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the City with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

(1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n) as they may from time to time be amended;

(2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g) as they may from time to time be amended;

(3) the indemnity of the City in accordance with G.L.c.166A §5(b);

(4) the satisfactory removal or other disposition of the Cable System in accordance with G.L. c. 166A §5(f) as they may from time to time be amended; And

(b) The Licensee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Issuing Authority's prior written consent.

SECTION 9.4 - REPORTS [SEE G.L. c. 166A §§8 and 10]

(a) The Licensee shall file annually with the Cable Division on forms prescribed by the Cable Division, a sworn statement of its revenues and expenses for official use only. In addition, the Licensee shall also file with the Cable Division, a financial balance sheet and statement of ownership which shall be supplied upon written request of the Issuing Authority. These requirements shall be subject to the regulations of the Cable Division.

(b) In addition, the Licensee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

(c) As provided by law and applicable regulations, the Licensee shall notify the Issuing Authority and the Cable Division, on forms prescribed by the Cable Division, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

(d) The Licensee shall make available to the Issuing Authority, or its designee, the most recent Proof of Performance and Signal Leakage Tests upon written request and within fourteen (14) days at a mutually convenient location.

SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.6 - REVOCATION OF LICENSE [SEE G.L.c.166A §11]

The License issued hereunder may, after due written notice and hearing, be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

- (a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L. Chapter 166A, Section 4;
- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in M.G.L. Chapter 166A, Section 50);
- (d) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein;
- (f) For repeated failure to comply with the material terms and conditions herein.

SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE

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 this Renewal Franchise, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) 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 (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail or any other form of receipted correspondence, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it under Section 9.9 of this Renewal License or under any applicable law.

(e) In the event that (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensee's response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no

later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against the Licensee by the Issuing Authority shall be considered null and void.

(f) In the event that the Issuing Authority, after such hearing described in 9.8(c) and (d) above, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 9.9;
- (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.3(a) herein;
- (v) declare the Renewal License to be revoked subject to Section 9.7 above and applicable law;
- (vi) invoke any other lawful remedy available to the City.

SECTION 9.8 – LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

- (i) For failure to comply with the PEG Access Programming and equipment provisions in accordance with Article 6 herein, or License Fees in

accordance with Section 9.4 herein, one hundred fifty dollars (\$150.00) per day, for each day that any non-compliance continues except for payment provisions subject to late fees

- (ii) For failure to comply with the FCC's and Massachusetts Customer Service Obligations in accordance with Sections 7.1 and 7.2, and Exhibits D and E attached hereto, one hundred fifty dollars (\$150.00) per day that any such non-compliance continues.
- (iii) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets in accordance with Section 3.3(a)-(c) and Exhibit A herein, one hundred dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.
- (iv) For failure to submit or make available reports, pursuant to Section 9.4 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.
- (v) For failure to file schedules and notices of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such schedule change or other change thereto, pursuant to Section 8.1 herein, fifty dollars (\$50.00) per day that such non-compliance continues.

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

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty for forfeiture, and are within one or more exclusions to the term "franchise fee" provide by Section 6.22(g)(2)(A)-(D) of the Cable Act.

SECTION 9.9 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Issuing Authority shall, in accordance with State and FCC rules and regulations, notify the Licensee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Issuing Authority has not taken action on the Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM [SEE G.L.c. 166A §5(t)]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are

installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to M.G.L. c. 166A, and the rules and regulations of the FCC and the Cable Division, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal License to the extent that any provision of this Renewal License conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Massachusetts, the federal government or the FCC require the Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and the Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.12 – REGULATORY AUTHORITY

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee’s compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Sections 9.7, 9.8 and 9.14.

(b) The Licensee shall meet with the Cable Advisory Committee, upon request, and as scheduled by the Cable Advisory Committee at mutually convenient times, to review the

Licensee's operations in the City. Either party may request a meeting at any other time as well.

SECTION 9.13 – PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year within sixty (60) days of each anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; Programming; (ii) although not related to compliance the Licensee will review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters. The Licensee shall cooperate fully with the Issuing Authority or its designee in connection with any such hearing and produce any documents related to compliance, but not considered by Licensee to be proprietary, with this Renewal License or other materials that are reasonably requested by the Issuing Authority or its designee.

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

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing

Authority shall issue a written report with respect to the compliance of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary.

SECTION 9.14 – INSPECTION

The Issuing Authority and his or her designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the City at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of essential equipment, environmental restrictions or any other cause or event not reasonably within the Licensee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Issuing Authority may specify in writing to the Licensee.

City of Newburyport Attn: Mayor
60 Pleasant Street Newburyport, MA, 01950

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Licensee may specify in writing to the Issuing Authority.

Comcast Cable Television, Inc.
Attn: Director of Government & Community Relations
4 Lyberty Way
Westford, MA 01886

with copies to:

Comcast Cable Television, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Television, Inc.
Attn: Government Affairs
1500 Market Street
Philadelphia, P A 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - 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 without written amendment.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the date of execution of this Renewal License:

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

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, 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 date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

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

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

SECTION 10.7 - APPLICABILITY OF RENEWAL LICENSE

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

SECTION 10.8 – NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to Section 635(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority or its officials, boards, commissions, committees, agents, advisors, designees and/or its employees other than injunctive relief or declaratory relief, arising out of any provision(s) and/or requirement(s) of this Renewal License and/or because of enforcement of this Renewal License.

SECTION 10.9 – CITY’S RIGHT OF INTERVENTION

The City hereby reserves to itself, and the Licensee acknowledges the City’s right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License. Licensee reserves the right to contest such intervention

SECTION 10.10 – TERM

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

_____, 2005

CITY OF NEWBURYPORT

By: _____
Mayor Mary Anne Clancy

COMCAST OF MASSACHUSETTS I, INC.

By: _____
Kevin M. Casey
Senior Vice President New England Region

EXHIBIT A

PUBLIC AND MUNICIPAL BUILDINGS ON THE SUBSCRIBER NETWORK

- 9.1 City Hall, 60 Pleasant Street
- 9.2 Police Department, 4 Green Street
- 9.3 Fire Stations, 0 Greenleaf Street and Storey Avenue
- 9.4 DPW, 16A Perry Way
- 9.5 Library, 94 State Street and 77 Purchase Street
- 9.6 Sewer Department, 157 Water Street
- 9.7 Water Department, 7-11 Spring Lane (Main Building)
- 9.8 Council on Aging, 40 Water Street (temp. site) and future site TBD
- 9.9 Harbormaster, waterfront boardwalk
- 9.10 Newburyport Emergency Management Agency, 60 Low Street
- 9.11 Plum Island public safety station (Service Building), 261 Northern Blvd.
- 9.12 High School, 241 High Street, including the World War Memorial Stadium
- 9.13 R.A.N. Middle School, 70 Low Street
- 9.14 Kelley School, 149 High Street
- 9.15 Bresnahan School, 333 High Street
- 9.16 Brown School, 40 Milk Street
- 9.17 River Valley Charter School, 2 Perry Way
- 9.18 Immaculate Conception School, 42 Green Street
- 9.19 Commuter Rail Station Depot, 5 Boston Way
- 9.20 Future Senior Center Site
- 9.21 Future Youth/Community Center Site
- 9.22 Custom House Maritime Museum, 25 Water Street
- 9.23 Anna Jaques Hospital, 25 Highland Avenue and surrounding campus
- 9.24 Firehouse Center for the Arts, 1 Market Square
- 9.25 James Steam Mill Building, 1 Charles Street (Common Room only)
- 9.26 Sullivan Building, 25 Temple Street (Common Room only)
- 9.27 Heritage House, Low Street (Common Room only)

If more municipal buildings or spaces are added during the term of this contract, the City will notify cable operator, and cable operator agrees to provide same said service as provided to all other municipal sites.

EXHIBIT B

INSTITUTIONAL NETWORK DROPS

Public School Buildings:

Municipal Buildings:

EXHIBIT C
PROGRAMMING

Licensee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming; and
- Movie Programming

EXHIBIT D

**LIST OF STUDIO EQUIPMENT TO BE TRANSFERRED TO ACCESS
CORPORATION (SECTION 6.12)**

EXHIBIT E

**PRICE SCHEDULE FOR CURRENT SERVICE AND INSTALLATION CHARGES
(SECTION 8.1)**

EXHIBIT F

ORINATION SITES (See Section 6.13(h))

- 1. City Hall**
- 2. Armory**
- 3. Middle School**
- 4. High School**
- 5. Current and Future Studio**

EXHIBIT G

NEWBURYPORT PUBLIC SCHOOL ORIGINATION SITES (See Section 6.13(k))

High School

Middle School

263108/NBPT/0026

EXHIBIT H

**FCC CUSTOMER SERVICE STANDARDS
(47 CFR §76.309)**

EXHIBIT I

MASSACHUSETTS CABLE DIVISION
BILL PRACTICES
(207 CMR 10.01 et seq)