

CABLE TELEVISION  
RENEWAL LICENSE

**Granted To**

**COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC**

**Granted By**

**CITY OF CAMBRIDGE,  
MASSACHUSETTS**

**CITY MANAGER, YI-AN HUANG**

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## **INTRODUCTION**

### **AGREEMENT**

This Cable Television Renewal License entered into this 1st day of June, 2023 by and between the City Manager of the City of Cambridge, Massachusetts, as Issuing Authority for the grant of cable television licenses pursuant to M.G.L. c. 166A, and Comcast Cable Communications Management, LLC ("Comcast").

### **WITNESSETH**

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

WHEREAS, the Issuing Authority conducted (1) a detailed contract compliance review, (2) a research project to ascertain community needs and interests which included a residential mail survey, meetings with key stakeholders, and a review of data provided by the local public, educational, and government (PEG) access programming channels including nationally recognized Cambridge Community Television (Channels, 8, 9, or 96); Cambridge Educational Access TV (CEATV Channels 98 or 99); and the Cambridge Municipal Channel (Channel 22 or 22-CityView). Finally, (3) the Issuing Authority also conducted a technical evaluation of the Comcast cable system in Cambridge; and

WHEREAS, Comcast submitted a proposal and Massachusetts Cable Division Form 100 to the City of Cambridge, dated December 13, 2018, for a renewal license to operate and maintain a Cable Television System in the City of Cambridge; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations regarding said Request for a Renewal Proposal and Comcast's proposals and did agree on terms and provisions for Comcast's continued operations and maintenance of its Cable Television System in the City of Cambridge; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of Cambridge to grant a non-exclusive Cable Television Renewal License to Comcast.

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

## ARTICLE 1 DEFINITIONS

### Section 1.1 -- DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. Words not defined herein shall be given the meaning set forth in the Cable Communications Policy Act of 1984, 47 U.S.C. §§ 521 et seq. (the Cable Act), as amended from time to time, and if not defined therein then the meaning ascribed in Massachusetts General Laws Chapter 166A as amended from time to time. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. All references or citations to statutes or regulations found within this Renewal License shall incorporate all amendments which may from time to time be made during the term of this Renewal License, unless otherwise expressly stated.

1. Access: The right or ability of any Cambridge resident and/or any Persons affiliated with a Cambridge institution to use designated PEG facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
2. Access Channel: A video and/or audio channel which the Licensee shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations.
3. Access Corporation: The entity, as may be designated by the Issuing Authority of the City of Cambridge from time to time, organized for the purpose of operating and managing the use of public Access funding, equipment and channels on the Cable Television System, or any other successor entity in accordance with this Renewal License.
4. Affiliate or Affiliated Person: When used in relation to any Person, this term shall have the meaning found in 207 CMR 4.01(2). Affiliate shall not include affiliated entities that are not involved in the operation or the programming of the Licensee's Cable System in the City, such as NBC Universal.
5. Applicable Law: All federal, commonwealth, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations including, but not limited to, FCC resolutions, orders, rules, and regulations, DTC resolutions, orders, rules and regulations, the Cambridge Municipal Code, rules and regulations promulgated thereunder, and all administrative and judicial decisions interpreting the same.
6. Basic Cable Service or Basic Service: Any service tier which includes, at a minimum, the retransmission of local television broadcast Signals and all PEG Access Channels.
7. CFR: The Code of Federal Regulations, or "Federal Cable Regulations" as they apply to cable television or a Cable Television System, and as presently found in part at 47 CFR, part 76, and elsewhere, as such regulations may from time to time be amended.
8. CMR: The Code of Massachusetts Regulations or "Massachusetts Cable Regulations" presently found at 207 CMR 2.00 et seq., and as they may from time to time be amended.
9. Cable Communications Act: (the "Cable Act" or "Federal Cable Act") presently found at 47 USC 521 et seq., and as it may from time to time be amended: Public Law No. 98-549, 98 Stat.-2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public

Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996), (codified at 47 USC 521 et seq.).

10. Cable Operator: Shall mean any person or group of persons (a) who provides Cable Service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system, or (b) who otherwise controls or is responsible for, through any arrangement, the management and operations of such a cable system.
11. Cable or Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.
12. 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.
13. Cable Television System or Cable System: The facility owned, constructed, installed, operated and maintained by Licensee in the City of Cambridge, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment that is designed to provide Cable Service which includes Cable or 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 or connecting to a facility that uses any Public Way within the City; (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 Cable or 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 is certified by the FCC pursuant to Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems. Any reference to cable system includes the cable system as a whole, or any part thereof, including all facilities, pedestals, equipment cabinets, electronic equipment and devices appurtenant to the system.
14. Change of Control and/or Transfer: For purposes of this Renewal License and consistent with 207 CMR 4.01 and any other Applicable Law, a transaction through which a person (or other entity), a family group, or a group of persons (or entities) acting in concert, gains or loses control of a license or licensee shall constitute a transfer or assignment of a license or control thereof under M.G.L. c. 166A, § 7. A transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L. c. 166A, §7. The term "Affiliated Company" shall have the meaning found in 207 CMR 4.01(2).
15. City: The City of Cambridge, Massachusetts.
16. City Solicitor: The City Solicitor of the City of Cambridge, Massachusetts.
17. Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
18. Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.
19. Department of Public Works ("DPW"): The Department of Public Works of the City of Cambridge, Massachusetts.
20. Department or DTC: The Department of Telecommunications and Cable established pursuant to Massachusetts General Laws Chapter 166A (M.G.L. c. 166A) or its successor.



21. Digital: For purposes of this agreement, digital refers to the cable system and system components capable of transmitting programming from enhanced-definition television (EDTV (480p)) as well as high-definition television (HDTV or (720p, 1080i, and 1080p))
22. Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
23. Drop or Cable Drop: The cable that connects an Outlet to the feeder line of the Cable System.
24. Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to Cambridge educational institutions and/or educators wishing to present non-commercial educational Programming and information to the public.
25. Effective Date of Renewal License: June 1, 2023 (the "Effective Date"):
26. Execution Date of Renewal License: \_\_\_\_\_ (the "Execution Date"):
27. FCC: The Federal Communications Commission, or any successor governmental entity.
28. Feeder Line: A branch off one of the Cable System distribution trunks, which feeds a small area or neighborhood.
29. Franchise Fee: As used in this Renewal License, the term "Franchise Fee" shall have the same meaning as that set forth at 47 U.S.C. §542(g) (of the Cable Communications Act).
30. Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or his or her designees for the presentation of non-commercial governmental Programming and/or information to the public.
31. "Gross Revenues:" means and shall be construed to include all revenues derived by the Licensee and its Affiliates, or by any other entity that is a Cable Operator of the Licensee's Cable Television System, attributable to, or in any way derived from the operations of Licensee's Cable System to provide Cable Services within the City, including but not limited to:
  - (a) monthly fees and any other revenues for Cable Services;
  - (b) premium and pay-per-view revenues Cable Services;
  - (c) Cable Services installation, reconnection, downgrade, upgrade, late fees, or similar charges associated with changes in subscriber Cable Service levels;
  - (d) fees paid to Licensee for Cable Service channels designated for commercial/leased access use;
  - (e) converter, remote control and other Cable Services equipment rentals and/or leases or sales;
  - (f) gross advertising revenues derived from Cable Services on Licensee's Cable System in the City, without deductions for any commissions, discounts or representative fees;
  - (g) revenues from Cable Service program guides;
  - (h) PEG Cable Service fees, payments from PEG channel operators, PEG studio rental, production equipment and personnel fees;
  - (i) commissions from home shopping channels attributable to Licensee's Cable System; and
  - (j) such other Cable Service revenues as may not yet exist or hereafter develop.

- (k) Gross Revenues subject to Franchise Fees shall include revenues derived from sales of advertising that run on Licensee's channels provided on the Cable System within the City of Cambridge and shall be allocated on a pro rata basis using total Cable Service Subscribers reached by the advertising on that channel in the City of Cambridge.
  - (l) Gross Revenues shall be the basis for computing the Franchise Fee and shall be interpreted in a manner consistent with Generally Accepted Accounting Principles (GAAP) and that otherwise permit the City to collect the maximum Franchise Fee permitted by law.
  - (m) Gross Revenues shall not include:
    - (i) any taxes on services furnished by a Licensee which are imposed directly on any Subscriber or User by the state, City, or other governmental unit and which are collected by the Licensee on behalf of said governmental unit (the Franchise Fee is not such a tax);
    - (ii) any bad debt of revenue subject to franchise fees (defined as unpaid Subscriber or advertiser accounts, including, but not limited to, residential and commercial Subscribers and advertising sales customers that are charged off as uncollectible, net of any actual recoveries during each period);
    - (iii) Programming revenues of any Affiliate of Licensee whose Programming is carried on the Cable System, where such revenues are paid to said Affiliate by the Licensee and recovered by the Licensee through charges to Subscribers that are included in Gross Revenues.
    - (iv) Third-party agency advertising commission fees (these are unaffiliated third party advertising sales agencies or buyers' agents).
    - (v) Launch support by Non-Affiliated Parties for Programming carried on the Cable System.
  - (n) The amount paid as a Franchise Fee shall not be deducted from Gross Revenues unless required to be deducted under federal law.
  - (o) With regard to resolution of disputes over the classification of revenue, the parties agree to refer to Generally Accepted Accounting Principles ("GAAP") as promulgated by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City reserves its right to challenge the Licensee's calculation of Gross Revenues, including GAAP as promulgated by the FASB, EITF and/or the SEC.
    - (i) Licensee will adhere to GAAP in determining gross revenue.
    - (ii) Licensee shall provide a certification that the gross revenue payment is a true and correct statement for the accounting of the gross revenues received by Licensee for the period covered.
32. Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.
33. HDTV or High Definition Television means an image of no less than 720p.
34. Hub or Hub Site: A sub-Headend, generally located within a Cable Television System community, used for the purpose of, among other things, Signal processing or switching.
35. Issuing Authority: The City Manager of the City of Cambridge, Massachusetts.
36. Leased Channel or Leased Access: A video channel, which the Licensee shall make available pursuant to Section 612 of the Cable Act.

37. License Fee: The payments to be made by the Licensee to the City of Cambridge, in compliance with M. G. L. c.166A, §9.
38. Licensee: Comcast Cable Communications Management, LLC ("Comcast"), or any successor or transferee in accordance with the terms and conditions in the Renewal License.
39. Massachusetts Cable Act: The Massachusetts Cable Television statute currently found at M.G.L. c.166A, §§1-22, and as they may from time to time be amended.
40. Massachusetts Cable Regulations: See CMR.
41. Massachusetts Business Practice Standards: Massachusetts Cable Regulations found at 207 CMR 10.01 et seq.
42. Media Arts Studio: The facility currently at 454 Broadway, Cambridge MA and houses the Government Access ("G") Programming and equipment, Education Access ("E") Programming and equipment and whatever additional Access and Programming Equipment the City might choose.
43. Multichannel Cable or Video Programming Provider: A Person such as, but not limited to, a Cable Operator, a multichannel multipoint distribution service, a direct broadcast satellite service, open video system or a television receive-only satellite program distributor who makes available for purchase, by Subscribers, multiple channels of Cable or Video Programming.
44. Normal Business Hours: Those hours during which most similar businesses in the City are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.
45. Origination Capability or Origination Point: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.
46. Outlet: An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System.
47. Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
48. Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a **per-program** or per-event basis.
49. PEG: The acronym for "Public, Educational and Governmental," used in conjunction with Access Channels, support and facilities.
50. PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.
51. Person: Any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.
52. Prime Rate: The prime rate of interest, at the Federal Reserve Bank.
53. Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Cambridge residents and/or organizations wishing to present **noncommercial** Programming and/or information to the public.

54. Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, highways, freeways, bridges, land paths, alleys, courts, highways, avenues, boulevards, sidewalks, ways, lanes, public ways, drives, circles, or other public rights-of-way, including but not limited to, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, dedicated public utility strips, or rights-of-way dedicated to compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City of Cambridge, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. "Public Way" shall also mean any easement now or hereafter existing within the City of Cambridge 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. "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.
55. Renewal License: The non-exclusive Cable Television Renewal License granted to the Licensee by the Issuing Authority of the City of Cambridge and any amendments or modifications in accordance with the terms herein.
56. "Sale" means any sale or, exchange or transaction.
57. Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.
58. School Department: The Cambridge Public Schools of the City of Cambridge, Massachusetts.
59. Service Area: The areas of the City of Cambridge where the Licensee shall be required to provide Cable Service under the terms of this Renewal License, being the entire City of Cambridge.
60. Signal: Any transmission of electromagnetic or optical energy, which carries Cable or Video Programming from one location to another.
61. State: The Commonwealth of Massachusetts.
62. Subscriber: Any Person or User of the Cable System who lawfully receives Cable Service.
63. Trunk, Feeder Line and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.
64. Upgrade: An improvement in channel capacity or other technical aspect of Cable System capacity which may be accomplished without a rebuild of the Cable System.
65. Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.
66. User: A Person utilizing the Cable Television System, including all related PEG facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

**ARTICLE 2**  
**GRANT OF RENEWAL LICENSE**

Section 2.1 -- GRANT OF RENEWAL LICENSE

Pursuant to the authority of the Cable Act and Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein,

including the affirmative promise of Licensee to provide Cable Services in the City for the duration of this License in accordance with this License, the City Manager of the City of Cambridge, Massachusetts, as the Issuing Authority of the City, hereby grants a non-exclusive Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System in the Public Ways within the corporate limits of the City of Cambridge.

a. This Agreement and the License granted in connection herewith grant no right or power not expressly provided herein, but shall not be read to prohibit Licensee from offering any service over the Cable System that federal or state law authorizes by reason of the granting of this License, provided any requirements of the Commonwealth of Massachusetts, and the Cambridge Municipal Code are satisfied.

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

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

d. Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any lawful applicable regulations of the Department of Public Works ("DPW") and any generally applicable laws and/or any and all generally applicable City ordinances, regulations, and rules, or any other applicable laws or regulations.

## Section 2.2 -- TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on June 1, 2023 and expire at midnight on May 31, 2033 ("Term"), unless sooner terminated as provided herein or surrendered.

## Section 2.3 -- NON-EXCLUSIVITY OF RENEWAL LICENSE

This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, Upgrade, installation, operation or maintenance of a Cable Television System within the City of Cambridge; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City within the Issuing Authority's jurisdiction. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses and to grant one or more additional licenses to other Cable Service providers within the City.

a. If at any time during the term of this Renewal License the City grants an additional license to provide Cable Service or operate a Cable System, the material terms and conditions of such additional license or operating authority shall be reasonably comparable to the terms and conditions of this Renewal License, taking into account any applicable legal limitations on the City's authority.

b. In the event that the Licensee believes that any additional cable television license(s) have been granted by the City whose materials terms and conditions, are more favorable or less burdensome than the terms and conditions of this Renewal License, the Licensee may request

in writing that the Issuing Authority convene a public hearing on that issue within thirty (30) days of receipt of a hearing request from the Licensee. Along with said written request, the Licensee shall provide the Issuing Authority with written documentation supporting its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms that are more favorable or less burdensome than the terms and conditions of this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

c. Should the Licensee demonstrate that any such additional cable television license(s) have been granted, whose material terms and conditions are more favorable or less burdensome than the terms and conditions of this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time. All amendments to this Renewal License shall be adopted pursuant to and in compliance with the procedures established in 207 CMR 3.07 as they may from time to time be amended.

d. Should the Renewal License be amended as a result of the process outlined in Section (c) and (d) above, the Issuing Authority shall comply with the process and procedures calling for a public hearing and report on the amendment pursuant to 207 CMR 3.07.

e. The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L Chapter 166A and applicable regulations promulgated thereunder.

#### Section 2.4 -- POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general lawful ordinances necessary to the safety and welfare of the public. The Licensee shall comply with any and all applicable State and City ordinances, regulations, and rules of general applicability governing construction within a Public Way and shall apply all of such standards to construction within a private way in the City. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in favor of the latter. If the lawful exercise of the City's police power results in any material alteration of the terms and conditions of this License, then the Parties shall modify this Agreement to the mutual satisfaction of both Parties to permit the Licensee to comply with such exercise of police power with as little adverse impact on the Licensee as possible. Any modifications shall be in writing. Subject to Section 15.6, nothing in this Section 2.4 shall be deemed to prohibit the right of the Licensee to challenge the legality of a City ordinance or regulation in a court of competent jurisdiction.

a. Nothing herein shall prevent the Issuing Authority and/or his or her designee(s) from assessing taxes on the Licensee's Cable System and plant in accordance with applicable federal, State and any and all applicable City ordinances, regulations, and/or rules.

#### Section 2.5 -- RENEWAL LICENSE GRANTS ONLY LIMITED RIGHTS

The Renewal License shall be interpreted to convey limited rights and interests only as to those City rights-of-way in which the City has an actual interest and only to the extent and for the purpose set out in the Renewal License. The grant of the Renewal License is not a warranty of title or interest in any right-of-way; it does not provide the Licensee any interest in any particular location within the right-of-way. The issuance of the Renewal License does not deprive the City of any powers, rights or privileges it now has or may acquire in the future. Except as expressly provided to the contrary in the Renewal License, the City may exercise any powers it has or may obtain to regulate the Licensee or its Cable System. No rights shall pass to the Licensee by implication. Further, the rights granted to Licensee are personal in nature; no transfer may occur without the prior consent of the City.

## Section 2.6 -- RENEWAL LICENSE AGREEMENT NOT IN LIEU OF OTHER OBLIGATIONS

The Renewal License issued and the Franchise Fee and License Fee paid hereunder are not in lieu of any other required permit, authorization, fee, charge or tax. Without limiting the foregoing, the City, among other things, does not waive any requirement or the Licensee's duty to obtain all generally applicable authorizations and permits, and to comply with the conditions thereof; to comply with zoning laws; or to comply with other codes, ordinances and regulations of general applicability governing the construction of the Cable System.

## Section 2.7 -- AFFILIATES MUST COMPLY

Any affiliate or joint venture or partner of the Licensee which meets the qualification as a Cable Operator of the Cable System is subject to the limitations of, and shall comply with the terms and conditions of the Renewal License. The Licensee shall be fully liable for any act or omission of an affiliate acting as a Cable Operator of the Cable System that results in a breach of this Renewal License, as if the act or omission was the Licensee's act or omission.

## Section 2.8 -- REMOVAL OR ABANDONMENT

a. Upon termination of the Renewal License by passage of time or otherwise, and unless:

(1) the Licensee has its Renewal License renewed or all Parties agree that Licensee is in good faith seeking renewal for another term and is honoring the expired Renewal License; or

(2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.9 below; or

(3) the Licensee has no other authority to have its facilities in the Public Ways, and only at the written direction of the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, Trunk, Feeder Line and Distribution Systems, and all other appurtenances from the Public Ways and places in accordance with any and all applicable City ordinances, regulations, and/or rules and shall restore all areas to their original condition as is reasonably possible.

b. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of, and/or utilize, any such property in any way or manner he or she deems appropriate.

(1) Any reasonable costs incurred by the City, resulting from the removal, site restoration and/or abandonment of the Cable System, shall be paid to the City by the Licensee upon request.

## Section 2.9 -- TRANSFER OF THE RENEWAL LICENSE

a. This Renewal License or control hereof shall not be Transferred or assigned without the 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 therefor on forms prescribed by the FCC and the Cable Division. Pursuant to 207 CMR 4.01(2), a Transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a Transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7. An "Affiliated Company" shall have the meaning found in 207 CMR 4.01(2). The application for consent to an assignment or Transfer shall be signed by 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 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 and any other criteria allowable under law, or regulation as they may from time to time be amended. If the Issuing Authority has not taken action on Licensee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given unless the Licensee and the Issuing Authority agree to an extension of time.

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

c. The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.9.

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

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

#### SECTION 2.10 -- EFFECT OF UNAUTHORIZED TRANSFER ACTION

a. Any Transfer of the Cable System without complying with Section 2.9 above shall be null and void, and shall be deemed a material breach of the Renewal License.

b. If the Issuing Authority denies his or her consent to any such action and a Transfer has nevertheless been effected, after a hearing, the Issuing Authority may revoke and terminate the Renewal License.

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

### **ARTICLE 3 CABLE SYSTEM DESIGN**

#### Section 3.1 -- CABLE SYSTEM DESIGN AND FUNCTIONALITY

As of the Effective Date of this Agreement, the Licensee shall operate, maintain and make available to all residents of the City its existing 750MHz/1GHz Cable System, fed by means of a hybrid fiber-optic/coaxial cable network. Sufficient capacity on the Cable System will be reserved to ensure that the System is capable of carrying at least the current number of channels as reflected in the current channel lineup card attached hereto as Exhibit 1.

a. The Licensee shall transmit all of its Signals to Cambridge Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

b. On the Effective Date of this Renewal License, the Cable System Headend has 24- hour backup power supplies. Each node and hub power supply has a minimum two-hour backup. Such equipment has been constructed and will be maintained so as to activate upon failure of the commercial utility power, and complies with all utility and other safety regulations.

c. Licensee shall transmit, install and maintain necessary equipment to ensure that all properly formatted closed captioned programming is provided to Cambridge Subscribers provided that such Signals are provided to the Licensee with closed captioned programming consistent with FCC standards.



d. The Licensee shall comply with all applicable laws, as they may from time to time be amended, concerning Cable System compatibility with Subscribers' consumer electronics equipment. The Licensee shall make its Services (including its customer services) reasonably accessible to persons with disabilities in accordance with applicable State and federal law.

e. The Licensee shall continue to maintain the Cable System, at all times, at the minimum FCC Technical Standards, as may be amended.

### Section 3.2 -- CABLE SYSTEM INTERCONNECTION

a. The Licensee and the City agree that on the Effective Date of this Renewal License there are no Multichannel Cable or Video Programming Providers not owned by the Licensee, operating within the City. In the event a license is granted by the Issuing Authority to a competing licensee, the Licensee agrees to cooperate with competing licensee and to make all PEG channels available to said competing licensee. The competing licensee may not interconnect its system to Licensee's current Cable System for purposes of obtaining PEG Access Channels without prior written consent of Licensee. If the Licensee and the competing licensee do not reach agreement on terms and conditions to interconnect their cable systems for purposes of obtaining PEG Access Channels, the Licensee shall have met its obligation to interconnect with other cable systems or open video systems by offering use of its interconnection capability as part of fulfilling its obligations with regard to PEG Access fiber optic links as required in Sections 6.5 and 6.9.

b. The City understands that interconnection requires cooperation from other cable system operators. The City shall make every reasonable effort to assist Licensee in achieving the cooperation necessary to realize interconnection.

### Section 3.3 -- TECHNICAL STANDARDS AND TESTING

a. The Licensee shall construct and operate the Cable System within the City in a manner that shall meet or exceed the technical standards set forth in any federal, state or industry standards, which may from time to time be amended.

b. The Licensee shall perform at its expense such tests as required by the FCC or as necessary to comply with the standards in Section 4.10 herein to show whether or not the Licensee is in compliance with its obligations under applicable FCC standards and this License.

### Section 3.4 -- PARENTAL CONTROL CAPABILITY

Upon request, the Licensee shall provide Subscribers with the capability to control the reception of anychannels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

### Section 3.5 -- EMERGENCY ALERT AND OVERRIDE CAPACITY

The Licensee shall install and maintain an Emergency Alert System ("EAS") fully compliant with FCC requirements (47 CFR Part 11) and Massachusetts requirements, if any.

## **ARTICLE 4 CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS**

### Section 4.1 -- SERVICE AREA

a. The Service Area is the entire City of Cambridge.

b. The Licensee shall be required to make Cable Service available, in accordance with applicable rates and charges, to all individual dwellings, residences, including apartments, condominiums, cooperative or association buildings, institutions, organizations, businesses and all other entities within the City, unless legally prevented from doing so by factors outside of

the Licensee's control, including, but not limited to, denial of access by owners of private property or Multiple Dwelling Units ("MDU"). The Licensee shall make its best efforts to obtain rights-of-way and MDU access agreements in the City in order to make Cable Service(s) available to all residents. The Licensee shall not require exclusive access for its MDU agreements.

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

#### Section 4.2 -- LOCATION OF THE CABLE TELEVISION SYSTEM

a. The Licensee shall install, operate and maintain the Cable Television System within the City of Cambridge. Poles, towers and other obstructions shall be erected so as not to interfere with or obstruct vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with Applicable Law.

b. As of the Effective Date of this Renewal License, the Licensee currently locates its Hub facility on Sherman Street within the City. Should the Licensee decide to relocate its Hub facility, Licensee shall take all necessary action, at its expense, to ensure that there is no loss of PEG programming capacity or availability and that Cambridge subscribers experience no degradation of services as of result of the move.

#### Section 4.3 -- UNDERGROUND FACILITIES

In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the City, at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground and reserves the right to externalize costs associated with such work to customers in accordance with applicable law(s). Licensee shall have the right to seek reimbursement if there is any applicable insurance or government reimbursement program.

a. Underground cable lines shall be placed beneath the pavement subgrade in accordance with applicable City ordinances, regulations, rules and/or policies. It is the policy of the City that underground installation is preferable to the placement of additional poles.

#### Section 4.4 -- TREE TRIMMING

In the installation of Licensee's amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all damage and/or injury to any and all trees, structures and improvements in and along the streets, alleys, Public Ways and places, and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with lawful applicable City ordinances, regulations, rules and/or policies established by the Issuing Authority and/or his or her designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done in accordance with applicable City ordinances, regulations, rules and/or policies. The Licensee may not trim and/or prune any trees belonging to the City without advance notification to the City Arborist and obtaining the necessary permits.

#### Section 4.5 -- RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the Licensee shall only do so in accordance with applicable City ordinances, regulations, rules and/or policies and with all other governing statutes and regulations.

#### Section 4.6 -- TEMPORARY RELOCATION

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

#### Section 4.7 -- DISCONNECTION AND RELOCATION

The Licensee shall, at no cost to the City, 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 his or her designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity in accordance with applicable City ordinances, regulations, rules and/or policies. Licensee shall have the right to seek reimbursement if there is any applicable insurance or government reimbursement program .

#### Section 4.8 -- EMERGENCY REMOVAL OF PLANT

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

#### Section 4.9 -- REMOVAL AND RELOCATION

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

#### Section 4.10 -- SAFETY STANDARDS

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

#### Section 4.11 -- PRIVATE PROPERTY

The Licensee shall be subject to applicable City ordinances, regulations, rules and/or policies regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. If caused by the Licensee and/or agents therefor, the Licensee shall promptly and reasonably repair or replace all private property, to

its previous condition, real and personal, damaged or destroyed as a result of the construction, Upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

#### Section 4.12 -- CABLE SYSTEM MAPS AND DATA

- a. Starting in the second year of this License, upon written request, but not more than once annually, unless required by Applicable Law, the Licensee supply the City with a full set of strand maps in the format outlined below. These maps are to be provided in a grid format of the entire aerial and underground Cable System plant occupying all Public Ways in the City both in hard-copy and PDF format for the City's use, without charge, to the Issuing Authority or any City department designated in writing by the Issuing Authority to receive such information.
- b. Within thirty (30) days of the Effective Date of this Renewal License, the Licensee shall supply the City a georeferenced layer of all aerial and underground Cable System occupying all Public Ways in the City, location of poles utilized in the City without charge(s) to the Issuing Authority and/or any City department. The format of this data shall be in shapefiles format. The City currently uses ESRI formats for GIS, but any vector data in digital format used by Comcast will be accepted. The data shall be projected to the Massachusetts State Plane Grid Coordinate System North American Datum 1983, or geographically-coordinated to another standard projection system
- c. Within thirty (30) days from the Issuing Authority's written request, the Licensee shall supply the City a number of Cable Service subscribers in the City.
- d. The Licensee shall update, maintain and provide updated grid map sections of Cable System strand maps pursuant to Sections 4.13(a) and 4.13(b). Upon written request by the Issuing Authority or a City department, the Licensee shall provide such information, without charge to the City, no more than once per calendar year throughout the term of the Renewal License. If a City department submits to the Licensee a written request for said updated strand maps and no changes have been made by the Licensee to its strand maps since the last request from a City department, the Licensee shall notify the City in writing that no changes to its strand maps have been made during the previous year, and the Licensee shall have no obligation to provide unchanged maps.

#### Section 4.14 -- SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours' notice to the Issuing Authority or his/her designee. The Licensee shall provide such other notices regarding service interruption in accordance with applicable law.

#### Section 4.15 -- DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, including, but not limited to, M.G.L. Chapter 82, Section 40, as it may from time to time be amended.

### **ARTICLE 5 SERVICES AND PROGRAMMING**

#### Section 5.1 -- BASIC SERVICE

The Licensee shall provide to all Subscribers and Persons entitled to Service under Sections 4.1(a) and (b) a Basic Service which shall include all Signals, including the downstream PEG Access Channels, which are required to be carried by a Cable Television System serving the City pursuant to applicable statute or regulation.

## Section 5.2 -- PROGRAMMING

- a. Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 1**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 1**, attached hereto, are at the sole discretion of the Licensee.
- b. Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Cambridge Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with channel line-up information indicating the new channel line-up, as required by applicable law. Advance notice is not required for (1) the launch of new channels when offered on a subscription basis unless the programming on any new channel is comprised of programming currently on the basic tier or (2) when added to an existing service tier at no additional cost to the customer.
- c. In accordance with 207 CMR 10.01 as it may from time to time be amended, the Licensee shall give notice in writing of its billing practices to potential Subscribers at the time a subscription agreement is reached and annually to the Cable Division and the Issuing Authority. Thirty (30) days prior to changing one of its billing practices, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed practice.

## Section 5.3 -- LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b) (1) (B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee. Rates for use of leased commercial access channels shall be negotiated between Licensee and the Commercial Subscriber in accordance with federal law.

## Section 5.4 -- CONTINUITY OF SERVICE

- a. Subscribers in the Service Area shall be entitled to receive all available Services from the Licensee as long as their financial and other obligations to the Licensee are satisfied. Provided, however, that nothing in this Section 5.4 shall require the Licensee to provide Cable Service to Subscribers who have exhibited a pattern of non-payment, who have been found to have stolen Service or damaged Licensee's property or who have acted to prevent Licensee's employees from performing their duties. In the event of the expiration or Transfer of the Renewal License, the Licensee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service in accordance with this Section 5.4. At the City's request, the Licensee shall continue to operate its Cable System as necessary to maintain continuity of service to all Subscribers, and shall cooperate in the development of plans required to ensure an orderly transition from one operator to another. . During such transition period, the Cable System shall be operated consistent with the terms and conditions of this Renewal License.
- b. In the event the Licensee fails to operate the Cable System, except for reasons as delineated in Section 15.7 as Force Majeure, for ninety-six (96) consecutive hours during any consecutive seven (7) day period without prior written approval of the Issuing Authority, or if the Cable System is abandoned as defined in Section 2.8, the Issuing Authority shall provide Licensee written notice of its demand that operation of the Cable System be resumed within forty-eight (48) hours. If Licensee fails to resume operation of the Cable System within forty-eight (48) hours of the written demand, the Issuing Authority may seek emergency judicial relief to order the Licensee to resume operation of the Cable System or to have a court of competent jurisdiction designate an operator of the Cable System until such time as the Licensee is capable of restoring operation of the Cable System or until the Renewal License is revoked, ownership of the Cable System is transferred, or another designated operator is approved ("Interim Operator"). Any Interim Operator of the Cable System shall be responsible for all costs and receipt of revenues from the operation of the Cable System during the interim period and shall

be entitled to retain all profits from the operation of the Cable System, and for a period not to exceed three (3) months from the date the Interim Operator is designated, the Licensee shall reimburse the Issuing Authority and/or the Interim Operator for all costs resulting from the Licensee's failure to perform that are in excess of the revenues from the Cable System received by the Interim Operator. Licensee shall cooperate with the Issuing Authority and/or the Interim Operator to allow the Issuing Authority's and/or the Interim Operator's employees and agents free access to the Licensee's facilities and premises for the purposes of continuing an uninhibited Cable System operation under these circumstances.

#### Section 5.5 -- DROPS & MONTHLY SERVICE TO NON-SCHOOL PUBLIC BUILDINGS

a. The Licensee shall maintain the current level of existing active Drops, Outlets, and monthly Basic Cable Service to each public building, all police and fire stations, public libraries and other public buildings as designated by the Issuing Authority, as listed in **Exhibit 2** attached hereto. Within sixty (60) days of a written request by the Issuing Authority, Licensee shall provide one (1) standard installation Drop, Outlet, and monthly Basic Cable Service to any new public building and other City owned public building, along the Trunk, Feeder Line and Distribution System subject to the limitations set forth above. To the extent permitted by law, the price of the Drop, Outlet and Basic Cable Service will be continue to be at no cost.

b. The Issuing Authority or his/her designee shall consult with a representative of Licensee to determine the appropriate location of each such public building's respective Outlet.

c. Nothing in this Section 5.5 shall require Licensee to move existing or install additional Drops or Outlets at no charge to those buildings included in Exhibit 2, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above.

d. The Licensee shall provide appropriate equipment, if required for the reception of monthly Basic Cable Service, without charge to the City or other institutions entitled to Drops and monthly Basic Cable Service. The Licensee shall maintain such Drops and appropriate equipment for normal wear and tear, at its sole cost and expense.

e. It is understood that the Licensee shall not be responsible for any internal wiring of such public buildings.

#### Section 5.6 -- DROPS AND MONTHLY SERVICE TO CAMBRIDGE SCHOOL BUILDINGS

a. The Licensee shall provide and maintain the current level of existing active Drops, Outlets, and Basic Cable Service to each Cambridge school building as designated by the Issuing Authority and listed in **Exhibit 3** attached hereto.

b. Within sixty (60) days of a written request by the Issuing Authority, Licensee shall provide one (1) standard installation Drop, Outlet, and monthly Basic Cable Service to the Issuing Authority, the City, or the School Department or to any new school building along the Trunk, Feeder Line and Distribution System subject to the limitations set forth above. The Issuing Authority or his/her designee shall consult with a representative of Licensee to determine the appropriate locations of each such school building's respective Outlet. To the extent permitted by law the price of the Drop, Outlet and Basic Cable Service will continue to be at no cost.

c. The Licensee shall provide appropriate equipment, which may be required for the reception of monthly Cable Service. The Licensee shall maintain such Drops and appropriate equipment for normal wear and tear, at its sole cost and expense.

d. nothing in this Section 5.6 shall require Licensee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit 3**, or to move existing or install additional Drops or Outlets to buildings already installed pursuant to subsection (b) above.

e. The Licensee shall provide appropriate equipment, if required for the reception of monthly Basic Cable Service and monthly Basic Cable Service. The Licensee shall maintain such Drops and appropriate equipment for normal wear and tear, at its sole cost and expense.

f. It is understood that Licensee shall not be responsible for any internal wiring of such school buildings.

**ARTICLE 6  
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS  
FACILITIES AND SUPPORT**

**Section 6.1 -- PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

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

**Section 6.2 – INTENTIONALLY LEFT BLANK**

**Section 6.3 -- ANNUAL SUPPORT FOR PEG ACCESS**

The Licensee shall provide the City with annual funding, for PEG Access or other cable-related purposes from the Franchise Fee, pursuant to Article 7 infra.

**Section 6.4 -- PEG ACCESS CHANNELS**

a. On the Effective Date of this Renewal License, the Licensee shall designate certain downstream channel capacity for PEG purposes on its Cable System serving the City of Cambridge. More specifically, on the Effective Date of this Renewal License, the Licensee shall provide (7) downstream PEG Access channels to cable Subscribers for PEG Access currently comprising Channels \_\_ 8, 9, 10, 22, 98, and 99. Licensee shall throughout the term of this Renewal License continue to provide a minimum of seven (7) downstream PEG Access Channels.

b. Licensee shall provide capacity sufficient to support high definition (HD) transmission for at least two (2) channels. The first of the HD channels shall be provided within six months of a written request by the City and that channel may be used for new programming or to simulcast in HD an existing SD channel. The second of the two HD channels shall be provided within six months of the request by the City that identifies an SD channel that will be converted to only HD carriage.

c. Following the 5<sup>th</sup> Anniversary of this License, upon written request by the City that identifies an SD channel that will be converted to only HD carriage, Licensee shall provide capacity sufficient to support two additional high definition (HD) channels. These additional two HD channels shall be provided within six months of the request.

d. Licensee may implement HD carriage of PEG Channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality equivalent from the perspective of the viewer to other HD channels of the same resolution carried on the Cable System.

e. The Issuing Authority alone shall allocate how PEG Access Channel capacity as provided in Sections 6.4 and 6.5 are programmed.

f. For purposes of this Section 6.4 and for all other sections of this Renewal License that may relate to this Section 6.4, the term "channel" shall refer to the channel capacity use that is delivered to Subscribers in the Service Area. The PEG Access Channel capacity that is to be

provided must be capable of transmitting Signals and can be used to transmit video and audio Signals only.

g. PEG Channels shall be provided as part of the basic tier of service so long as there is a basic tier to which each Subscriber must subscribe, and otherwise, shall be delivered to every Subscriber without any additional fee or charge in addition to the fee or charge the subscriber is paying for the commercial Cable Services the Subscriber receives. PEG Channels shall require no equipment other than the equipment used by a Subscriber to receive commercial Cable Services. Provided, that if a Subscriber does not have the equipment necessary to receive commercial Cable Services in HD, Subscriber will not be able to view PEG Channels in HD without buying or leasing the appropriate HD equipment and subscribing to HD service.

h. The Cable System, including the PEG Access Channels, shall meet or exceed the FCC's applicable technical standards, as they may from time to time be amended.

i. Licensee shall be required to deliver its downstream PEG Access Channels pursuant to Section 6.4 (a) to Subscribers in a digital format.

j. In the event the City or its designee does not program any PEG Channel and/or the PEG channel is substantially unused, Licensee may reclaim the channel. Licensee shall give the City written notice that it believes a channel is substantially unused. The City will respond within 60 days either verifying that the channel is substantially unused and may be reclaimed by Licensee or the City shall present a reasonable plan for commencing substantial programming and utilization of the channel within the next thirty (30) days. Once reclaimed, the City, upon no less than one hundred eighty (180) days' notice, may elect to reclaim and utilize such PEG Channel which notice shall demonstrate a reasonable plan to substantially program the channel with locally produced, non-repetitive, non-character generated, non-satellite PEG Access programming.

k. PEG Access Channels provided pursuant to this Section 6.4 shall only be used to transmit PEG Access Programming to Subscribers. There shall be no charges to the Issuing Authority, the City, the School Department and/or the Access Corporation for the provision of said PEG Access Downstream Channels.

l. Licensee will discuss, in good faith, with other cable licensee(s) operating a cable television system within the City regarding the numerical placement of the PEG Access Channels on other cable television systems. At the request of the City and consistent with said good faith discussions, the Licensee will discuss with such other cable licensee(s) the numerical placement of PEG Access Channels on the same channel numbers on all cable systems serving the City.

#### Section 6.5 -- DEDICATED FIBER LINKS

a. On the Effective Date of this Renewal License, and throughout its Term, the Licensee shall provide and maintain dedicated PEG Access fiber optic links including associated plant, Headend, and transmission equipment located in/on the Cable System, Hub, Headend, and



at each originating locations identified in Section 6.9 and repeated below from the following locations to Licensee's Hub Site and or Licensee's Headend:

1. City Hall located at 795 Massachusetts Ave
2. Access Provider studio currently located at 438 Massachusetts Ave
3. Media Arts Studio located at 454 Broadway
4. Police Department located at 125 6<sup>th</sup> Street
5. Senior Center located at 806 Massachusetts Ave
6. Cambridge Public Library located at 449 Broadway
7. City Hall Annex located at 344 Broadway

b. Within 18 months of the Effective Date of this License, the Licensee shall route the fiber connection between sites listed above in Section 6.5 and Licensee's Hub and Headend in a manner that will result in the signal from City Hall going to the Media Arts Studio.

c. In order to provide redundancy between the seven (7) PEG origination points (See Section 6.9) and the Licensee Hub site, Licensee shall continue to provide a dedicated fiber link between the Media Arts Studio and the Access Corporation as further described in Section 6.9.

d. Regardless of the exact location of the Hub, the Licensee shall maintain dedicated fiber for PEG Access Programming by the City, the School Department and the Access Provider for the entire Term of this Renewal License without charge(s) to the Issuing Authority, the City, the School Department or the Access Corporation

e. In order for the City, the School Department and the Access Corporation to cablecast their Programming over the PEG Access Downstream Channels, all PEG Access Programming shall be transmitted from those locations in paragraph (a) above, to the Cable System Headend or Hub.

f. The Licensee shall provide the City, the School Department and the Access Provider with the capability to ensure that their PEG Access Programming is properly switched, to the appropriate Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, Access Programming shall be retransmitted in the downstream direction on the downstream PEG Access Channels. The Licensee shall not charge the City, the School Department or the Access Corporation for such switching responsibility. The Licensee and the Issuing Authority shall cooperate to resolve any difficulties that arise regarding cablecasting of PEG Access Programming.

g. The Licensee shall provide and maintain, at no charge to the City, the Issuing Authority, the School Department or the Access Corporation all necessary switching and/or processing equipment in order to switch the upstream Signals carrying the PEG Access Programming from the City, the School Department and/or the Access Corporation to the designated downstream PEG Access Channel on the Cable System.

#### Section 6.7 -- EQUIPMENT/CAPITAL PAYMENTS

The Licensee shall pay the funds set forth below to the Issuing Authority for PEG capital/equipment purposes in the amounts and on the timetable set forth below:

| Time Frame   | Amount     |
|--|------------|
| Within ninety (90) days of the Effective Date of this Renewal License                            | \$300,000  |
| On the first anniversary of the Effective Date of the Renewal License                            | \$200,0000 |
| On the second anniversary of the Effective Date of the Renewal License, and annually thereafter, | \$150,000  |

Section 6.8 -- Intentionally blank.

Section 6.9 -- PEG ACCESS CHANNELS MAINTENANCE

a. The Licensee shall maintain the PEG Access Channels for technical quality and shall ensure that they are maintained at FCC technical standards commensurate with those which apply to the Cable System's commercial channels. The demarcation point for such PEG Access Programming shall be the output of the signal transmission device at the following locations that are all located within the City of Cambridge:

1. City Hall located at 795 Massachusetts Ave
2. Access Provider studio located at 438 Massachusetts Ave
3. Media Arts Studio located at 454 Broadway
4. Police Department located at 125 6<sup>th</sup> Street
5. Senior Center located at 806 Massachusetts Ave
6. Cambridge Public Library located at 449 Broadway
7. City Hall Annex located at 344 Broadway

Section 6.10 -- CENSORSHIP

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

Section 6.11 -- PROGRAM GUIDE

a. If a program guide or menu is managed by Licensee, Licensee will take the necessary steps so that PEG Channels and individual programs shall be listed on channel guides and menus in the same detail as for the primary signal of local broadcast channels, provided that, to the extent that the same Channel number is used to "narrowcast" different programming in different communities, program listings will only be provided to the extent it is economically and technically feasible to do so.

b. If a program guide or menu is managed by a third party, Licensee will make available to PEG Providers the information needed and take the necessary steps to authorize and facilitate a request by PEG Providers to place PEG Channel programming information on the interactive channel guide. Provided that, to the extent that the same Channel number is used to "narrowcast" different programming in different communities, program listings for individual programs need only be provided to the extent it is economically and technically feasible to do so.

c. The cost of such individual program listings shall be borne by the PEG Providers, and each such entity shall be responsible for providing the required programming description to the third party vendor used by the Licensee to manage the digital guide.

**ARTICLE 7  
ANNUAL FUNDING TO THE CITY**

Section 7.1 -- FRANCHISE FEES

a. The Licensee shall provide annual funding to the Issuing Authority in the amount of five percent (5%) of its annual Gross Revenues, as defined herein, less applicable License Fees to the City pursuant to Section 7.2 below and the State, if any, for cable related purposes in the City, including, but not limited to, PEG Access Programming (Franchise Fees). Said annual Franchise Fees shall be payable as follows:

| Quarter   | Months Covered    | Payment Date |
|-----------|-------------------|--------------|
| Quarter 1 | Jan., Feb., March | May 15       |

|           |                         |             |
|-----------|-------------------------|-------------|
| Quarter 2 | April, May, June        | August 15   |
| Quarter 3 | July, August, September | November 15 |
| Quarter 4 | Oct, Nov, December      | February 15 |

i. The Licensee shall file with each such quarterly payment a statement certified by the Licensee's chief financial officer or his/her authorized representative documenting, in reasonable detail, the total of all Gross Revenues of the Licensee during the preceding three (3) month period. Along with such statement, the Licensee shall also complete and submit the annual Gross Revenues Reporting Form, consistent with that which is attached hereto as **Exhibit 5**. Said statement shall list all the general categories comprising annual Gross Revenues as defined in Section 1.1 (30) supra.

b. To the extent revenues are received by the Licensee for the provision of a discounted bundle of services which include Cable Services and non-cable services, the Licensee shall, consistent with GAAP, discount Cable Service revenues at no more than a pro rata share of the total discount applied to the bundled services (within a reasonable variation). The pro rata share shall be based on the prices as specified in Licensee's rate cards when those products are sold on a stand-alone basis. If Licensee does not offer a component of the bundled package separately, it shall declare a stated retail value for each component as reflected on its books and records or based on reasonable comparable prices for said component for the purpose of determining Franchise Fees based on the bundled package discount.

c. In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

d. Under no circumstances shall equipment/capital payments required pursuant to Article 6 supra be counted against (1) the Franchise Fee payable to the City pursuant to Section 7.1 infra; and/or (2) the License Fees payable to the City pursuant to Section 7.2 infra. In the event that the equipment payments required herein are not tendered to the Issuing Authority on or before the dates fixed herein, interest due on such equipment payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

#### Section 7.2 -- LICENSE FEE PAYMENTS

a. The Licensee shall pay to the City, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such other amount as may be permitted by the Massachusetts Cable Act, or any other law authorizing payment of License Fees. Said License Fee payment shall be made to the City on March 15th of each year of the Renewal License, or as otherwise prescribed by applicable law.

b. The Licensee shall not be liable for Franchise Fees as defined by 47 USC 542(g) and pursuant to this Renewal License and applicable law in excess of five percent (5%) of its annual Gross Revenues; provided, however, that said five percent (5%) shall not include the following: (1) any interest due herein to the City because of late payments; (2) the equipment/capital related obligations and payments payable to the City pursuant to Article 6 supra; (3) the costs related to any liquidated damages pursuant to Section 11.2 infra; and/or (4) any payments, expenses, or replenishment of the performance bond made to cure any deficiencies and/or to reimburse the City pursuant to Sections 2.8, 4.8, 4.9 and 9.2 herein.

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

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

a. The Franchise Fee and License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the 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 Franchise Fee or 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 Franchise Fee or License Fee payments, except as permitted by applicable law.

In accordance with Section 622(h) of the Cable Act, as it may from time to time be amended, nothing in the Cable Act or the 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 or other communications service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. In addition, 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 7.4 -- LATE PAYMENT

In the event that the Franchise Fees and/or License Fees herein required are not tendered on or before the dates fixed in Sections 7.1 and 7.2 above, interest due on such fee shall accrue fifteen (15) days from the date due at the rate of two percent (2%) above the annual Prime Rate. Any interest paid to the City pursuant to this Section 7.4 shall not be deemed to be part of the Franchise Fees and/or License Fees to be paid to the City pursuant to Sections 7.1 and 7.2 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, as it may from time to time be amended.

### Section 7.5 -- RECOMPUTATION

a. Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority for a period of three (3) prior fiscal years from the completion of the Licensee's most recent fiscal year.

b. If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority 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 may conduct an audit of such payment(s).

c. The City shall have the right to audit the books and records of Licensee to determine whether the Licensee has paid the Franchise Fees and License Fees owed in accordance with the terms of this Renewal License. If there is a dispute as to whether a particular item of revenue is within the scope of the term Gross Revenues and Licensee withholds revenue records on the ground that the revenues are not subject to the License Fee, Licensee agrees that it will provide a certified statement describing the nature of the revenues contained in the records withheld and further agrees to pay all costs, including auditing, accounting or attorneys' fees, that the City incurs should the City ultimately prevail in the dispute.

d. 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. The interest on such additional fee shall be charged from the due date at the rate described in Section 7.1(c). In the event the audit finds that the Licensee has overpaid its fees, the Licensee shall have the ability to deduct said overpayment from future franchise fee payments due the City or to resolve the matter in some other mutually agreed upon manner. Licensee reserves the right to appeal any such decision by the City in a court of competent jurisdiction. Licensee shall reimburse City for any fees and costs associated with such an appeal should Licensee not be successful.

#### Section 7.6 -- AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with all applicable State or Federal Cable Acts or regulations, as defined herein.

#### Section 7.7 -- METHOD OF PAYMENT

All Franchise Fee and License Fee payments by the Licensee to the City pursuant to the Renewal License shall be made payable to the Issuing Authority or to its written designee.

### ARTICLE 8 RATES

#### Section 8.1 -- RATES

a. All rates, fees, charges, deposits and associated terms and conditions to be imposed by Licensee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. 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.

b. Licensee shall provide notices concerning customer rates, charges and associated terms and conditions; Programming Services and changes; and its billing practices and procedures in accordance with applicable federal and State Cable Acts and cable television regulations, and this Renewal License.

#### Section 8.2 -- NOTIFICATION OF RATES AND CHARGES

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

b. The Licensee shall include all levels and rates of Service(s) in its annual customer rate notice, including the availability and price of the lowest cost of Cable Service. In addition, upon customer inquiry, the Licensee shall provide information relative to the various levels of Cable Service. At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the Effective Date of any rate increase to either downgrade Service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., as it may from time to time be amended, attached as **Exhibit 6**.

### Section 8.3 -- PUBLICATION AND NON-DISCRIMINATION

A written schedule of all rates shall be available upon request during business hours at the Licensee's business office or through email and via Licensee's website. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

### Section 8.4 -- CREDIT FOR SERVICE INTERRUPTION

The Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours. Licensee will grant such Subscriber a pro rata credit or rebate 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.

## **ARTICLE 9 INSURANCE AND BONDS**

### Section 9.1 -- INSURANCE

1. At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the current certificates of insurance for the following policies.
2. A Commercial General Liability policy naming the Issuing Authority, the City, its officers, boards, commissions, committees, agents and employees as Additional Insureds with regard to claims for injury to or death of a person or persons or property damage, real or personal, occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum combined single limit of liability for bodily injury and property damage of Five Million Dollars (\$5,000,000.00).
3. Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks with a combined single limit for Bodily Injury or Property Damage of Five Million Dollars (\$5,000,000.00).
4. An umbrella policy with excess liability coverage over and above the combined single limits of liability required in (1) and (2) above in the amount of Twenty Million Dollar (\$20,000,000.00.) Overall limits of liability may be met through any combination of primary and excess liability policies at Licensee's sole discretion.
5. Worker's Compensation in the minimum amount of the statutory limit.
6. The following conditions shall apply to the insurance policies required herein:
  - (i) Such insurance shall commence no later than the Execution Date of the Renewal License.
  - (ii) Such commercial general liability insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions with respect to losses for which Licensee is responsible hereunder.
  - (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State. Financial Ratings of the insurer shall be no less than "A-" VII or better in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

- (iv) The Licensee's failure to obtain, procure or maintain the required insurance shall constitute a material breach of the Renewal License.

#### Section 9.2 -- PERFORMANCE BOND

a. The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the City, with a good and sufficient surety licensed to do business in the State in the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License and the Massachusetts Cable Act.

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

c. Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the City that may have arisen from the grant of the Renewal License herein granted. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

#### Section 9.3 -- REPORTING

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

#### Section 9.4 -- INDEMNIFICATION

The Licensee shall, at no cost to the City, defend, indemnify and hold harmless the Issuing Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include but not be limited to all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Office of the City Solicitor. If the Issuing Authority determines that it is necessary for the City to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority. The City shall use its best efforts to give the Licensee timely written notice of any claim(s) for which indemnification is sought, but in any event, notice shall be sufficient as long as it does not prejudice Licensee's ability to defend the City. Licensee shall not be required to indemnify the City for any claims resulting from acts of willful misconduct on the part of the City.

#### Section 9.5 -- NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

a. Licensee will provide or cause to be provided notice if any insurance policy or performance bond is cancelled or not renewed and shall, prior to expiration or non-renewal, obtain insurance or bond complying with the requirements of this License. Licensee shall, as soon as reasonably practicable following the renewal or replacement of any insurance policy required of the Licensee by this Section, provide to the City evidence acceptable to the City of the renewal

or replacement of the policy. Further, the Licensee shall notify the City of any materially adverse modification of the coverages and other requirements of this Section or the discontinuation of coverage under any such policy, together with a plan to correct such modification or discontinuation, within thirty (30) days after receipt of notice of such discontinuance of any insurance policy required of the Licensee by this Section.

b. It is hereby understood and agreed that this policy (or bond) shall not be canceled, materially changed or the amount of coverage thereof reduced until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

## **ARTICLE 10 ADMINISTRATION AND REGULATION**

### **Section 10.1 -- REGULATORY AUTHORITY**

The Issuing Authority and/or his or her designee shall be responsible for the day to day regulation of the Cable System. The Issuing Authority and/or his or her designee 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 Section 11.1 infra.

### **Section 10.2 -- PERFORMANCE EVALUATION HEARINGS**

a. The Issuing Authority or his/her designee may hold a performance evaluation hearing, conducted by the Issuing Authority and/or his or her designee(s), no more frequently than at twenty-four (24) month intervals during the term of the 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 with the terms and conditions of the Renewal License; and (ii) hear comments, suggestions and/or complaints from the public. The Issuing Authority and/or his or her designee(s) shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable 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 relevant to such review and evaluation 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 and/or his or her designee(s).

b. Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority and/or his or her designee(s) shall issue a written report with respect to the Licensee's compliance with the terms and conditions of the License, 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 the Renewal License, the Issuing Authority shall notify the Licensee and the Licensee shall respond pursuant to Section 11.1

### **Section 10.3 -- NON-DISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal, State and/or local laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.



#### Section 10.4 -- RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or his or her designee(s) shall have the right to inspect the Cable System to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. The Issuing Authority shall provide the Licensee with reasonable written notice. The Licensee shall have a representative present during such inspections.

#### Section 10.5 -- JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this Renewal License subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit. For any state law issue, venue shall be the Commonwealth Court of Middlesex County. Federal actions will be brought in the District of Massachusetts.

### **ARTICLE 11 DETERMINATION OF BREACH-LIQUIDATED DAMAGES-LICENSE REVOCATION**

#### Section 11.1 -- DETERMINATION OF BREACH

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

(1) Within the time period designated for response, the Licensee shall respond to the Issuing Authority in writing indicating that: (i) the Licensee intends to contest the Issuing Authority's assertion of default and providing such information, documentation, and facts as may be necessary to support Licensee's position; or (ii) the Licensee has cured any such default (and provide written evidence of the same), or (iii) the Licensee has begun to cure the default but due to the nature of the default, such default cannot be cured within such thirty (30) day period (in which case Licensee shall describe in detail the steps already taken and its proposed plan and time schedule for completely curing the violation). Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured. Correction of the violation is not complete until any damages and penalties owed, if applicable, are paid in full.

(2) In the event that: (i) the Licensee contests the Notice of Default and/or (ii) fails to respond to such Notice of Default; and/or (iii) Licensee fails to cure the default or to submit a cure plan that is acceptable to the City and take reasonable steps to cure the default; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Licensee. Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing. (This process is not intended to be or mirror an administrative law hearing.)

(3) 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 Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it, including:

- (i) seek specific performance of any provision in the Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (ii) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law.

#### Section 11.2 -- LIQUIDATED DAMAGES

a. In the event Licensee fails to comply with certain provisions of this Renewal License, such failure will result in injury to City, and because it will be difficult to estimate the extent of such injury, the City and Licensee agree to the following liquidated damages for the following violations. The Licensee agrees that these are liquidated damages and not a penalty or forfeiture, and are within one or more exclusions to the term "Franchise Fee" provided by Section 622(g) (2) (A)-(D) of the Cable Act, as it may from time to time be amended. These damages represent both parties' best estimate of the damages resulting from the specified injury. For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. The date of violation will be the date of the event and not the date Licensee receives notice of the violation except in cases where Licensee did not know that a violation occurred, in which case damages shall accrue from the date Licensee was placed on notice of the violation.

(1) For failure to fully activate, operate and maintain the Cable System in accordance with Article 3 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(2) For failure to obtain the advance, written approval of the Issuing Authority for any Transfer of the Renewal License in accordance with Section 2.9 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the PEG Access Facilities and Support provisions in accordance with Article 6 herein, Three Hundred Dollars (\$300.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the FCC Customer Service Obligations found in FCC Federal Cable Regulations, in accordance with Section 12.6 *infra*, and **Exhibit 7**, and Massachusetts Business Practice Standards found in Massachusetts Cable Regulations, in accordance with Sections 12.7, *infra*, and **Exhibit 6** for violating any customer service aggregate performance standard where violations are measured in terms of aggregate performance standards: Three Hundred Dollars (\$300.00) per violation per day that any such non-compliance continues.

(i) Such liquidated damages shall not be a limitation upon any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time pursuant to Section 11.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(ii) Each violation of any material provision of this License shall be considered a separate violation for which separate liquidated damages can be imposed.

(iii) With respect to liquidated damages assessed, all similar violations or failures resulting from the same factual events affecting multiple Subscribers (e.g. failure to provide a required notice to all Subscribers) shall be assessed as a single violation.

(iv) Liquidated damages in any calendar year shall not exceed a cap of 120 days, provided however that the Issuing Authority retains all other legal rights and remedies, including without limitation specific performance and injunction, for failure to comply with the License Agreement.

### Section 11.3 -- REVOCATION OF THE RENEWAL LICENSE

a. The Renewal License issued hereunder may, after due written notice and hearing per Section 11.1 (Determination of Breach, Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Cable Division for any of the following reasons:

(1) For false or misleading statements in, or material omissions from, the application submitted under M.G.L. c. 166A, § 4;

(2) For failure to file and maintain the performance bond as described in Section 9.2(Performance Bond) or to maintain insurance as described in Section 9.1 (Insurance);

(3) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in M.G.L. c. 166A, § 5(j) ;

(4) For repeated failure, as determined by the Cable Division, to maintain signal quality pursuant to the standards provided for by the FCC in FCC Regulations, and/or the Cable Division in Massachusetts Cable Regulations;

(5) For any Transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 2.9 herein;

(6) For repeated failure to comply with the material terms and conditions herein required by M.G.L. c. 166A, §5.

### Section 11.4 -- TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License except in the event that renewal negotiations are ongoing or the Licensee is appealing Renewal License denial pursuant to Section 626 of the Cable Act. In the event of any termination, the City shall have all of the rights provided in the Renewal License.

### Section 11.5 -- NOTICE TO CITY OF LEGAL ACTION

In the event that the City or Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the City or the Licensee intends to take legal action, said party shall with the exception of emergency situations that may require injunctive relief, (i) give the other party at least forty-five (45) days' written notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii)

negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

#### Section 11.6 -- NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the City to invoke any remedy under the Renewal License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

#### Section 11.7 -- NO WAIVER-CUMULATIVE REMEDIES

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

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

c. No waiver of, nor failure to exercise any right or remedy by the Issuing Authority or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority or Licensee at any other time. In order for any waiver of the Issuing Authority or the Licensee to be effective, it shall be in writing.

d. The failure of the Issuing Authority to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

### **ARTICLE 12 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

#### Section 12.1 -- CUSTOMER SERVICE OFFICE

1. For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff its full-time customer service office within the City of Cambridge or at a convenient location to the City of Cambridge, for the purpose of receiving customer inquiries and complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries. Said customer service office shall be open for walk-in business during Normal Business Hours, as defined by the FCC's Customer Service Obligations, which shall include one (1) evening a week.

(a) Said customer service office location may be changed reasonably at the discretion of the Licensee; provided, however, that

(1) the Licensee must operate a full-time customer service office in the City of Cambridge or at a convenient location to the City of Cambridge at all times during this Renewal License;

(2) the Licensee shall give the Issuing Authority at least ninety (90) days advance notice of any such location change;

(3) the Licensee shall take into account any concerns raised by the Issuing Authority regarding such possible change of location; and

(4) any relocated customer service office shall be conveniently located for Cambridge Subscribers. In the event that the Licensee relocates its customer service office, it shall give Cambridge Subscribers sixty (60) days advance notice of any such relocation.

(5) Licensee affirms its commitment to locate its store or any third-party service locations geographically in such a way to ensure its customers have convenient access regardless of income or neighborhood demographic and based on non-discriminatory business considerations such as historical foot-traffic patterns, availability of retail space at acceptable pricing, proximity to public transportation options, and similar business factors.

(6) Licensee shall continue to provide prepaid mailers to customers to receive or return equipment.

#### Section 12.2 -- TELEPHONE ACCESS

a. The Licensee shall maintain sufficient customer service representatives in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 CFR 76.309, see **Exhibit 7**, during Normal Business Hours, as defined therein.

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

c. Pursuant to 47 CFR 76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis. A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under Normal Operating Conditions .

d. In the event that FCC Regulations or the Massachusetts Business Practice Standards are amended to adopt stricter or less strict standards at any time during the term of this Renewal License, as referred to throughout this Article 12, and as set forth in Exhibits 6 and 7 hereto, those stricter or less strict standards shall govern, unless otherwise provided in this Renewal License.

#### Section 12.3 -- CUSTOMER SERVICE CALL CENTERS

The Licensee shall maintain and operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call centers. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call centers.

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

a. The Licensee shall provide Cable Service(s), for new installations, to Cambridge residents who request Service within seven (7) business days of said request or such other time as mutually agreed upon between Subscriber and the Licensee. Underground installation shall be completed as expeditiously as possible, weather permitting.

b. Notwithstanding the provision of any regulation to the contrary, in arranging appointments for either Cable Service installation visits or Service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of installation visit or Service call to be scheduled within a four (4) hour window between 8:00 am and 7:00 pm (subject to natural light availability & time of year)

or at such other time as mutually agreed between Licensee and Subscriber. Failure of the Licensee through its own fault to install cable or make the Service call as scheduled shall require the Licensee to offer a rescheduled appointment to the affected resident or Subscriber on a priority basis mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or Service call date, unless agreed to otherwise by said resident or Subscriber. The Licensee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or Service call in the event that the Licensee fails to make such scheduled call(s). The Licensee shall make installation and Service calls to its Subscribers at a time which is convenient for the customer from at least 8:00 AM to 7:00 PM, daylight permitting, Monday through Friday and from 8:00 AM to 1:00 PM on Saturday.

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

d. A Subscriber complaint or request for Service received after Normal Business Hours, as set forth in this Article 12, shall be acted upon the next business day. At that time, they are to be handled as prescribed in (b) above for a request received at the start of business.

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

f. Cable System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

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

#### Section 12.5 -- FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76, which standards are attached hereto, and made a part hereof, as **Exhibit 7**.

#### Section 12.6 -- BUSINESS PRACTICE STANDARDS

a. The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq. (as the same may exist or be amended from time to time). The current version of which is attached hereto as **Exhibit 6** and made a part hereof, with respect to:

1. Billing Practices Notice;
2. Services, Rates and Charges Notice;
3. Form of Bill;
4. Advance Billing, Issuance of Bills;
5. Billing Due Dates, Delinquency, Late Charges and Termination of Service;

6. Charges for Disconnection or Downgrading of Service;
7. Billing Disputes; and
8. Security Deposits.

#### Section 12.7 -- COMPLAINT RESOLUTION PROCEDURES

a. The Licensee shall establish a procedure for the filing of and the resolution of complaints by Subscribers including an electronic complaint referral system.

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

1. Upon the written or e-mail request of the Issuing Authority or his or her designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) calendar days after receiving such request, send a written or e-mail report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, findings and corrective steps taken by the Licensee.

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

#### Section 12.8 -- ELECTRONIC COMPLAINT REFERRAL SYSTEM

To expedite the complaint resolution process described in Section 12.7 above, the Licensee and the Issuing Authority, or his or her designee, will continue the current coordinated complaint referral system. Complaints submitted to the City are sent electronically to the Licensee, and (ii) Licensee shall subsequently, but no later than 30 days after receipt of complaint, file by email with the City an explanation of how such complaint(s) were resolved.

#### Section 12.9 -- REMOTE CONTROL DEVICES

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

#### Section 12.10 – INTENTIONALLY BLANK

#### Section 12.11 -- EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear or display an employee identification card issued by the Licensee and bearing a picture of said employee. Licensee shall provide to the Issuing Authority and/or his/her designee a valid ID template as it exists on the Effective Date of this agreement and as it may change throughout the life of this License.

#### Section 12.12 -- PROTECTION OF SUBSCRIBER PRIVACY

- a. The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.
- b. The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act, as it may from time to time be 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 the policy.

#### Section 12.13 -- PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, as it may from time to time be amended, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

#### Section 12.14 -- MONITORING

- a. The Licensee and the City shall comply at all times as applicable with Section 631 of the Cable Act (47 U.S.C. 551) "Protection of Subscriber Privacy", as may be amended.
- b. The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, as it may from time to time be amended, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

#### Section 12.15 -- DISTRIBUTION OF SUBSCRIBER INFORMATION

- a. In accordance with Section 631(e) of the Cable Act , the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.
- b. The Licensee may disclose such information if the disclosure is:
  - (1) necessary and lawful to render, or conduct a legitimate business activity related to a Cable Service or other service provided by the Licensee to the Subscriber; and/or
  - (2) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed;
  - (3) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber reasonable notice and reasonable opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System.



#### Section 12.16 -- INFORMATION ON VIEWING HABITS AND SUBSCRIPTION DECISIONS

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

#### Section 12.17 -- SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

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

#### Section 12.18 -- PRIVACY STANDARDS REVIEW

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

### ARTICLE 13 REPORTS AND AUDITS

#### Section 13.1 -- GENERAL

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

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

#### Section 13.2 -- FINANCIAL REPORTS

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

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

#### Section 13.3 -- CABLE SYSTEM INFORMATION

The Licensee shall upon written request, but no more than once a year file with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be

limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

#### Section 13.4 -- IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of the Renewal License, the Licensee shall, upon written request, provide the Issuing Authority with a report of telephone traffic, generated from an in-house automated call accounting or call tracking system. The Licensee shall maintain such reports for the entire term of this Renewal License.

#### Section 13.5 -- SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500B to the Issuing Authority, or his or her designee(s), as required by the Cable Division. The Licensee shall record all written and verbal complaints of its Subscribers on said Form 500B.

#### Section 13.6 -- SERVICE INTERRUPTION REPORT

Upon written request, the Licensee shall submit a completed copy of Cable Division Form 500 to the Issuing Authority, or his or her designee(s), as required by the Cable Division.

#### Section 13.7 -- INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 and 12.8 supra, the Licensee shall, within ten (10) business days after receiving a written request from the City, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

#### Section 13.8 -- PERFORMANCE TESTS

a. If required by Applicable Law, the Licensee shall conduct performance tests to ensure compliance with the FCC Technical Standards. The full reports of these tests shall be submitted to the Issuing Authority and/or his or her designee, upon written request

#### Section 13.9 -- QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s) in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s) and a proposed plan to resolve said problem(s) that have been identified.

#### Section 13.10 -- DUAL FILINGS

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

#### Section 13.11 -- ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to this Article 13.

#### Section 13.12 -- INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by the City, Issuing Authority, its designee, or governmental agency with jurisdiction to audit, inquire, or investigate with regard to the Licensee's compliance with this Renewal License.

### **ARTICLE 14 EMPLOYMENT**

#### Section 14.1 -- EMPLOYEE TAX COMPLIANCE AND REPORTING

As of the Effective Date of this Renewal License, the Licensee certifies that it is in compliance with M.G.L. Chapter 62C, Section 49A, relating to compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

#### Section 14.2 -- EQUAL EMPLOYMENT OPPORTUNITY

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

#### Section 14.3 -- NON-DISCRIMINATION

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

### **ARTICLE 15 MISCELLANEOUS PROVISIONS**

#### Section 15.1 -- ENTIRE AGREEMENT

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

#### Section 15.2 -- CAPTIONS

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

#### Section 15.3 --SEPARABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License 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 15.4 -- ACTS OR OMISSIONS OF AFFILIATES

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

#### Section 15.5 -- RENEWAL LICENSE EXHIBITS

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

#### Section 15.6 -- WARRANTIES

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

1. The Licensee is duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts;
2. The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution
3. Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;
4. The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
5. There is no action or proceeding pending or threatened against the Licensee which would interfere with its performance of or ability to perform the requirements of this Renewal License;
6. Pursuant to Section 625(f) of the Cable Act, as of the Effective Date the performance of all terms and conditions in the Renewal License is commercially practicable.

#### Section 15.7 -- FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal 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; declared public health emergencies; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, or any other cause or event beyond the Licensee's ability to control.

#### Section 15.8 -- SUBSCRIBER TELEVISION SETS

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

#### Section 15.9 -- APPLICABILITY OF RENEWAL LICENSE

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

Section 15.10 -- NOTICES

a. Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) or via reputable overnight delivery service to the City Manager, Cambridge City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139, with one ( 1 ) copy to the City Solicitor at Cambridge City Hall at the same address, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

b. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) or via reputable overnight delivery service to the following address or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

Comcast Cable Communications, Inc.  
Attn: Government Relations  
426 E. 1st Street  
South Boston, MA 02127

with copies to:

Comcast Cable Communications, Inc.  
Attn: Government Relations  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, PA 19103

Subject to subsections (a) and (b) above, all required notices shall be in writing.

Section 15.11 -- NO RECOURSE AGAINST THE ISSUING AUTHORITY

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

Section 15.12 -- 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 the Renewal License, or any provision in the Renewal License.

Section 15.13 -- TERM

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

Section 15.14 -- NO THIRD-PARTY BENEFICIARIES

This Renewal License is an agreement solely by and between the City Manager of the City of Cambridge, Massachusetts, as Issuing Authority, and Comcast Cable Communications Management, LLC., as Licensee. The Issuing Authority and the Licensee acknowledge that

there are no other parties to this Renewal License, and that no provision herein is intended to create rights on behalf of any third party whatsoever.

**SIGNATURE PAGE**

In Witness Whereof, this \_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_, the Renewal License is hereby issued by the City Manager of the City of Cambridge, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast Cable Communications Management, LLC

**City of Cambridge, MA**

By:

\_\_\_\_\_  
**YI-AN HUANG**, City Manager

**Comcast Cable Communications Management, LLC**

By:

\_\_\_\_\_  
Anthony Bowling, Sr. Vice President  
Greater Boston Region

EXHIBIT 1

PROGRAMMING

It is the Licensee's intention to have the following channel line-up as of the Execution Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

*(See Attached)*



EXHIBIT 2

DROPS & MONTHLY SERVICE TO NON-SCHOOL PUBLIC BUILDINGS

The following public non-school buildings shall continue to receive the following Drops and Monthly Service. (See Section 5.5) :

| City Buildings   | Address                        |
|--|--------------------------------|
| Area 4 Youth Center                                      | 243 Harvard Street             |
| Boudreau Branch Library                                  | 45 Concord Avenue              |
| Cambridge Cemetery                                       | 76 Coolidge Avenue             |
| Cambridge City Hall                                      | 795 Massachusetts Avenue       |
| Cambridge City Hall                                      | 795 Massachusetts Avenue       |
| City Hall Annex  | 344 Broadway (frmrly 57 Inman) |
| Cambridge Cemetery                                       | 76 Coolidge Avenue             |
| Cambridge Electrical Dept.                               | 35 Third Street                |
| Cambridge Human Services Dept.                           | 51 Inman St.                   |
| Cambridge Public Library - Main                          | 449 Broadway                   |
| Cambridge School Dept. HQ                                | 159 Thorndike Street           |
| Cambridge Traffic Dept.                                  | 344 Broadway                   |
| Cambridge Water Dept.                                    | 250 Fresh Pond Parkway         |
| Central Square Branch Library                            | 45 Pearl Street                |
| Citywide Senior Center                                   | 806 Massachusetts Avenue       |
| Community Learning Center                                | 19 Brookline St.               |
| Collins Branch Library                                   | 64 Aberdeen Avenue             |
| Danehy Comfort Station                                   | 99 Sherman Street              |
| Dept. of Public Works                                    | 147 Hampshire Street           |
| Dept. of Public Works (formerly<br>Emergency Management) | 147 -1/2 Hampshire Street      |
| Emergency Communications Ctr. - 911                      | 125 Sixth Street               |
| Gately Shelter/Youth Center                              | 70-R Rindge Avenue             |
| Golf Course Club House                                   | 691 Huron Avenue               |
| Fire Dept. - Headquarters                                | 491 Broadway                   |
| Fire Dept. - Headquarters                                | 491 Broadway                   |
| Fire Dept. - Headquarters                                | 491 Broadway                   |
| Fire Dept. - Lafayette Square                            | 378 Massachusetts Avenue       |
| Fire Dept.- West Cambridge Firehouse                     | 167 Lexington Ave.             |
| Fire Dept. - West Cambridge Firehouse                    | 167 Lexington Avenue           |
| Fire Dept. - Porter Square Firehouse                     | 2029 Massachusetts Avenue      |
| Fire Dept. - Porter Square Firehouse                     | 2029 Massachusetts Avenue      |
| Fire Dept. - Porter Square Firehouse                     | 176 River Street               |
| Fire Dept. - River Street Firehouse                      | 176 River Street               |
| Fire Dept. - River Street Firehouse                      | 113 Garden Street              |
| Fire Dept. - Taylor Square Firehouse                     | 175 Cambridge Street           |
| Fire Dept. - East Cambridge Firehouse                    | 175 Cambridge Street           |
| Fire Dept. - East Cambridge Firehouse                    | 1384 Cambridge Street          |
| Fire Dept. - Inman Square Firehouse                      | 1384 Cambridge Street          |
| Fire Dept. - Inman Square Firehouse                      | 61 Willow Street               |
| Frisoli Youth Center                                     | 831 Massachusetts Avenue       |
| Lombardi Building  | 650 Concord Avenue             |
| Maynard Ey Center  | 19 Brookline Street            |
| Multi-Service Center for Homeless                        | 2050 Massachusetts Avenue      |
| North Cambridge Senior Center                            | 48 Sixth Street                |
| O'Connell Branch Library                                 | 70 Rindge Avenue               |
| O'Neill Branch Library                                   | 125 Sixth Street               |
| Police Dept. HQ  | 826 Cambridge Street           |
| Valente Branch Library                                   | 1640 Cambridge Street          |
| War Memorial Recreation Facility                         | 680 Huron Avenue               |
| W. Cambridge Youth & Comm. Ctr.                          | 12 Gilmore Street              |

|                                       |                           |
|---------------------------------------|---------------------------|
| Willis D. Moore Youth Center          | 51 Inman Street           |
| Women's Commission                    |                           |
| <b><u>Non-City Buildings</u></b>      |                           |
| Agassiz Baldwin Community Center      | 20 Sacramento Street      |
| Boys & Girls Club of Midd. County     | 119 Windsor Street        |
| Cambridge Community Center            | 5 Calendar Street         |
| Cambridge Family YMCA                 | 820 Massachusetts Avenue  |
| CEOC                                  | 11 Inman Street           |
| Cambridge Health Alliance             | 237 Hampshire Street      |
| Cambridge Health Alliance - North     | 2067 Massachusetts Avenue |
| Cambridge Health Alliance -East       | 163 Gore Street           |
| Cambridge Health Alliance -Windsor    | 119 Windsor Street        |
| Cambridge Health Alliance-Teen Cntr.  | 459 Broadway              |
| Cambridge Hospital- Main Building     | 1493 Cambridge Street     |
| Cambridge Hospital - Cahill Building  | 1493 Cambridge Street     |
| Cambridge Hospital -Macht Center      | 16 Camelia Avenue         |
| Cambridge Housing Authority (CHA)     | 675 Massachusetts Avenue  |
| CHA- Offices for Development          | 166-172 Prospect          |
| Chamber of Commerce                   | 859 Massachusetts Avenue  |
| East End House                        | 105 Spring Street         |
| Haitian American Cultural Center      | 105 Windsor Street        |
| Margaret Fuller House                 | 71 Cherry Street          |
| Mass. Alliance of Portuguese Speakers | 1046 Cambridge Street     |
| Neville Place                         | 650 Concord Avenue        |
| Neville Center                        | 640 Concord Avenue        |
| On the Rise                           | 341 Broadway              |
| Salvation Army Neighborhood Center    | 402 Massachusetts Avenue  |
| Women's Center                        | 46 Pleasant Street        |
| YWCA                                  | 7 Temple Street           |

EXHIBIT 3

DROPS AND MONTHLY SERVICE TO CAMBRIDGE SCHOOL BUILDINGS

**The following Cambridge school buildings shall continue to receive the following Drops and Monthly Service.**

(See Attached)

Amigos School 101 Kinnaird St 02139  
Baldwin School 28 Sacramento St. 02138  
Cambridgeport School 89 Elm Street 02139  
Fletcher-Maynard Academy 225 Windsor Street 02139  
Graham & Parks School 44 Linnaean Street 02138  
Haggerty School 110 Cushing Street 02138  
Kennedy Longfellow School 158 Spring Street 02141  
Martin Luther King, Jr. School 100 Putnam Avenue 02139  
King Open School 850 Cambridge Street 02141  
Morse School 40 Granite Street 02139  
Peabody School 70 Rindge Avenue 02140  
Tobin School 197 Vassal Lane 02138  
Ninth Grade @ Longfellow 359 Broadway 02138  
Cambridge Rindge & Latin School 459 Broadway 02138  
High School Extension Program 15 Upton Street 02139 Benjamin Banneker Charter School 21 Notre Dame Avenue 02140  
Buckingham Brown & Nichols 10 Buckingham Street 02138  
Buckingham Brown & Nichols School 80 Sparks Street 02138  
Buckingham Brown & Nichols School 80 Gerry's Landing Road 02138  
Cambridge Friends School 5 Cadbury Road 02140  
Cambridge Montessori School 161 Garden Street 02138  
Cambridge Montessori School 96 Sherman Street 02138  
Cambridge Montessori 129 Sherman Street 02140  
Castle School 298 Harvard Street 02139  
Community Charter School of Cambridge 247 Bent Street 02141  
Farr Academy 71 Pearl Street 02139  
Fayerweather School Street 765 Concord Avenue 02138  
Henry Buckner School 85 Bishop Allen Drive 02139  
International School of Boston 45 Matignon Road 02140  
Matignon High School One Matignon Road 02140  
North Cambridge Catholic School 40 Norris Street 02140  
Prospect Hill Academy 50 Essex Street 02139  
Shady Hill School 178 Coolidge Hill 02138  
St. Peter's School 96 Concord Avenue 02138

EXHIBIT 4

SCHEMATIC DESIGN OF PEG CHANNEL TRANSPORT

**TO BE INSERTED WHEN DEVELOPED**

EXHIBIT 5

ANNUAL GROSS REVENUES REPORTING FORM

\*\*\*CONFIDENTIAL - Trade Secrets\*\*\*



System Name:  
Email:  
Phone:

|                   |
|-------------------|
| Vendor ID:        |
| Contract Name:    |
| Statement Period: |
| Payment Amount:   |
| Statement Number: |
| CUID:             |
| System ID:        |

|  |
|--|
|  |
|--|

This statement represents your payment for the period listed above.

| Revenue Category                | Amount |
|---------------------------------|--------|
| Expanded Basic Video Service    |        |
| Limited Basic Video Service     |        |
| Digital Video Service           |        |
| Pay                             |        |
| PPV / VOD                       |        |
| Digital Video Equipment         |        |
| Video Installation / Activation |        |
| Franchise Fees                  |        |
| PEG Fees                        |        |
| State Assessment                |        |
| Guide                           |        |
| Other                           |        |
| Late Fees                       |        |
| Write-offs / Recoveries         |        |
| Ad Sales                        |        |
| Home Shopping Commissions       |        |
| <b>Total</b>                    |        |
| Franchise Fee %                 |        |
| Franchise Fee                   |        |
| MAL license Fee                 |        |

Total  
Payment Less Deductions

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period.

XXXXXXXXXX

Sr. Analyst

**EXHIBIT 6**  
207 CMR 10 through 10.08

207 CMR: DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

207 CMR 10.00: BILLING AND TERMINATION OF CABLE SERVICE

Section

10.01: Billing Practices Notice

10.02: Services, Rates and Charges Notice

10.03: Form of Bill

10.04: Advance Billing and Issuance of Bill

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

10.06: Charges for Disconnection or Downgrading of Service

10.07: Billing Disputes

10.08: Security Deposits

10.01: Billing Practices Notice

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

(MA REG. # 1347, Dated 9-8-17)

10.02: Services, Rates and Charges Notice

- (1) Upon request, a cable television operator shall give notice of its services, rates, and charges to potential subscribers before a subscription agreement is reached. Otherwise, a cable television operator shall give notice of its services, rates, and charges to subscribers at the time a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates, charges, or fees, or a substantial change in the number or type of programming services, the cable operator shall notify, in writing, the Department, the issuing authority, and all affected subscribers of the change and shall include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided. Notwithstanding the foregoing, a cable television operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal or state agency or franchising authority on the transaction between the operator and the subscriber. An operator shall notify in writing, the Department, the issuing authority, and all affected subscribers of any such change as soon as possible.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase, and replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates, and charges shall be filed by March 15<sup>th</sup> of each year with the Department, the issuing authority, and the operator's local office where it be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Department, the issuing authority, and the operator's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do

not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

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

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform, nondiscriminatory terms and



conditions, require payment not more than two months prior to the last day of a service period.

- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

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

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

10.06: Charges for Disconnection or Downgrading of Service

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

10.07: Billing Disputes

- (1) Every cable television operator shall have established procedures for prompt investigation of any billing dispute registered by a subscriber. The procedures shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 business days of receipt of the complaint.
- (2) The subscriber forfeits any rights under 207 CMR 10.07 if he or she fails to pay an undisputed balance within 30 days of the bill due date.
- (3) Any subscriber who disagrees with the results of the cable television operator's investigation must promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Department may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Department to resolve disputed matters within 30 days of any final action by the cable operator. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Department may proceed to resolve the dispute if all parties agree to submit the dispute to the Department and be bound by the Department's decision and the Department obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Department may receive written or oral statements from the parties, and may conduct its own investigation. The Department shall then issue a decision based on the record.

and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

REGULATORY AUTHORITY

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

EXHIBIT 7  
FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I -- FEDERAL COMMUNICATIONS COMMISSION PART 76-  
MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE  
Subpart H--General Operating Requirements

**Section 76.309 Customer Service Obligations**

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

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

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

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

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

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

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

(1) Cable system office hours and telephone availability-

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

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

**( ) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries**

received after normal business hours must be responded to by a trained company representative on the next business day.

- (ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.
- (iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
- (iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
- (iv) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

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

- (i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.
- (ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.
- (iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

- (iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
  - (v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.
- (3) Communications between cable operators and cable subscribers-
- (i) Refunds-Refund checks will be issued promptly, but no later than either-
    - (A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
    - (B) The return of the equipment supplied by the cable operator if service is terminated.
  - (ii) Credits-Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.
- (4) Definitions-
- (i) Normal business hours-The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.
  - (ii) Normal operating conditions-The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or Upgrade of the cable system.
  - (iii) Service interruption-The term "service interruption" means the loss of picture or sound on one or more cable channels.

## Subpart T--Notices

### Section 76.1602 Customer Service-General Information

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

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

### Section 76.1603 Customer Service-Rate and Service Charges

(b) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph Section 76.1602....

(f) Notwithstanding any other provision of Part 76 of this chapter, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

### Section 76.1619 Information on Subscriber Bills

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

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

**(a) NOTICE TO SUBSCRIBER REGARDING PERSONALLY IDENTIFIABLE INFORMATION; DEFINITIONS**

**(1)** At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, a cable operator shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of—

- (A)** the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;
- (B)** the nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;
- (C)** the period during which such information will be maintained by the cable operator;
- (D)** the times and place at which the subscriber may have access to such information in accordance with subsection (d); and
- (E)** the limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) to enforce such limitations.

In the case of subscribers who have entered into such an agreement before the effective date of this section, such notice shall be provided within 180 days of such date and at least once a year thereafter.

**(2)** For purposes of this section, other than subsection (h)—

- (A)** the term “personally identifiable information” does not include any record of aggregate data which does not identify particular persons;
- (B)** the term “other service” includes any wire or radio communications service provided using any of the facilities of a cable operator that are used in the provision of cable service; and
- (C)** the term “cable operator” includes, in addition to persons within the definition of cable operator in section 522 of this title, any person who (i) is owned or controlled by, or under common ownership or control with, a cable operator, and (ii) provides any wire or radio communications service.

**(b) COLLECTION OF PERSONALLY IDENTIFIABLE INFORMATION USING CABLE SYSTEM**

**(1)** Except as provided in paragraph (2), a cable operator shall not use the cable system to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned.

**(2)** A cable operator may use the cable system to collect such information in order to—

- (A)** obtain information necessary to render a cable service or other service provided by the cable operator to the subscriber; or
- (B)** detect unauthorized reception of cable communications.



**(c) DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION**

**(1)** Except as provided in paragraph (2), a cable operator shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a person other than the subscriber or cable operator.

**(2)** A cable operator may disclose such information if the disclosure is—

**(A)** necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber;

**(B)** subject to subsection (h), made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed;

**(C)** a disclosure of the names and addresses of subscribers to any cable service or other service, if—

**(i)** the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and

**(ii)** the disclosure does not reveal, directly or indirectly, the—

**(I)** extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or

**(II)** the nature of any transaction made by the subscriber over the cable system of the cable operator; or

**(D)** to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

**(d) SUBSCRIBER ACCESS TO INFORMATION** A cable subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a cable operator. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by such cable operator. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

**(e) DESTRUCTION OF INFORMATION** A cable operator shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection (d) or pursuant to a court order.

**(f) CIVIL ACTION IN UNITED STATES DISTRICT COURT; DAMAGES; ATTORNEY'S FEES AND COSTS; NONEXCLUSIVE NATURE OF REMEDY**

**(1)** Any person aggrieved by any act of a cable operator in violation of this section may bring a civil action in a United States district court.

**(2)** The court may award—

**(A)** actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher;

**(B)** punitive damages; and

**(C)** reasonable attorneys' fees and other litigation costs reasonably incurred.

**(3)** The remedy provided by this section shall be in addition to any other lawful remedy available to a cable subscriber.

**(g)REGULATION BY STATES OR FRANCHISING AUTHORITIES** - Nothing in this subchapter shall be construed to prohibit any State or any franchising authority from enacting or enforcing laws consistent with this section for the protection of subscriber privacy.

**(h)DISCLOSURE OF INFORMATION TO GOVERNMENTAL ENTITY PURSUANT TO COURT ORDER** -- Except as provided in subsection (c)(2)(D), a governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order—

**(1)** such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case; and

**(2)** the subject of the information is afforded the opportunity to appear and contest such entity's claim.

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