

CABLE TELEVISION RENEWAL LICENSE

**GRANTED TO
CABLEVISION INDUSTRIES CORPORATION
A TIME WARNER INCORPORATED COMPANY**

**BY
THE BOARD OF SELECTMEN**

**TOWN OF BRIDGEWATER,
MASSACHUSETTS**

**Effective
April 7, 1998**

A G R E E M E N T

This Cable Television Renewal License entered into this ___th day of ____1997, by and between Massachusetts Cablevision Industries, Inc., a Time Warner Inc. company, and the Board of Selectmen of the Town of Bridgewater, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

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. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

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

(2) Access Channel: A video channel which Licensee shall make available to the Town of Bridgewater, without charge, for the purpose of transmitting programming by residents of Bridgewater, Town departments and agencies, Town of Bridgewater Public Schools, or other Bridgewater educational, institutional and other local public or non-profit organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority of the Town of Bridgewater, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System in accordance with the terms herein and 47 U.S.C. §531.

(4) Affiliate or Affiliated Person: Any Person who or which directly or indirectly controls and owns an interest in the Licensee and/or its successor(s); any Person which the Licensee directly or indirectly controls and in which the Licensee owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in the Licensee; provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.

(5) Basic Service: The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all PEG Access Channels and all broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law, or this Renewal License to the extent it is not inconsistent with federal law.

(6) CMR: The acronym for Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 56 (1996) (the Telecommunications Act of 1996).

(8) Cable Service: The one-way capable transmission to Subscribers of Video Programming or Other Programming Services and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Services which is made available to all Subscribers generally.

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

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

(11) Converter: Any device changing the frequency of a Signal. A Subscriber converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(12) Downstream Channel: A channel over which Signals travel from the Cable System Headend, Hub site, and/or other location designated by the Licensee to an authorized recipient of Video Programming.

(13) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(14) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority, on behalf of the Town's educational institutions, its educators and/or the Access Corporation for the presentation of non-commercial educational access programming and/or information to the public.

(15) Effective Date of the Renewal License (the "Effective Date"): April 7, 1998.

(16) Execution Date of Renewal License (the "Execution Date"): _____, 1998.

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

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

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

paid by the Licensee to the State, the FCC and/or the Town and collected from Subscribers through charges to Subscribers shall not constitute Gross Annual Revenues unless otherwise prohibited by applicable law. Gross Revenues shall not include (i) revenues paid by the Licensee to any Affiliate for Programming carried on the Cable System where such revenues have already been recovered by the Licensee through charges to its Subscribers and a license fee on all such revenues has been, or will be, paid to the Town on behalf of its designee and for the Access Corporation in accordance with this Renewal License; (ii) actual bad debt that is written off, consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected; and (iii) revenues of any Affiliate from the sale of merchandise or non-Cable Services, such as subscription price itself to periodicals, as a result of, or due to, advertising by such Affiliate on the Cable System, and where said Affiliate revenues are not received by the Licensee; and (iv) to the extent consistent with Generally Accepted Accounting Principles, any taxes on services furnished by the Licensee which are imposed upon any subscriber or user (as opposed to Licensee) by the State, City/Town or other governmental unit and collected by the Licensee on behalf of said governmental unit.

(20) 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.

(21) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of i) Signal processing or switching, or ii) placement of a fiber node, microwave link or transportation super trunk.

(22) Institutional Network ("I-Net"): The separate cable owned and operated by the Licensee, consisting of Upstream and Downstream Channels to a finite number of locations, said channels for the use of the Issuing Authority, its designee, Town departments and the Licensee.

(23) Issuing Authority: The Board of Selectmen of the Town of Bridgewater, Massachusetts.

(24) License Fee or Franchise Fee: The payments to be made by Licensee to the Town of Bridgewater and/or any other governmental subdivision, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A, Section 9.

(25) Licensee: Massachusetts Cablevision Industries Inc., a Time Warner Inc. company, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(26) Multichannel Video Programming Provider: A Person who or which makes available to residents in Bridgewater multiple channels of Video Programming.

(27) NTSC: The acronym for the National Television Systems Committee.

(28) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber optic cable to the Trunk and Distribution System.

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

(30) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System.

(31) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per channel basis, or as a package of such Services.

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

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

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

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

(36) Public Access Channel: A specific channel(s) on the Cable System made available by Licensee to the Issuing Authority for the use of Bridgewater individuals and/or organizations wishing to present non-commercial Programming and/or information to the public.

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

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

(39) Scrambling/Encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or un-receivable without the use of a Converter or other decoding device.

(40) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(41) Service Related Activity: Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the Cable System or the production or distribution of any Cable Service over the Cable System by any Person other than the Licensee, including, without limitation, operation of studio or any other facilities or equipment, billing, audience promotion, and/or installation or lease of equipment.

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

(43) Standard Cable Service: Any Service, other than Basic Cable Service or a Pay Cable service, which is offered in combination with Basic Service to the extent not inconsistent with federal law.

(44) State: The Commonwealth of Massachusetts.

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

(46) Subscriber Network: The 750 MHz single trunk, bi-directional-capable network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(47) System Activation: The initial operation of all or a portion of the upgraded 750 MHz Cable System such that the Signals required and authorized to be transmitted pursuant to this Renewal License are available at potential Subscribers' taps.

(48) System Completion: That time when the Licensee has provided written documentation to the Issuing Authority that its 450 MHz cable system has been fully upgraded to a minimum 750 MHz Trunk and Distribution System and service has been made available to one hundred percent (100%) of the residential households in the Town.

(49) Town: The Town of Bridgewater, Massachusetts.

(50) Town Counsel: The Town Counsel of the Town of Bridgewater, Massachusetts.

(51) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscribers' residences.

(52) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend, Hub Site, and/or other location designated by the Licensee.

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

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

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

ARTICLE 2 GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive, revocable cable television renewal license to the LICENSEE, authorizing and permitting the Licensee to upgrade, construct, install, operate and maintain a Cable Television System within the corporate limits of the Town.

(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 Town, State and federal statutes and by-laws of general application. Unless otherwise specified, any reference to such applicable law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the term of this Renewal License. All references to statutes and regulations are intended to refer to such statutes and regulations as they may be amended from time to time, and to include any successor statutes or regulations and/or re-numbered statutes or regulations.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to upgrade, construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon Public Ways under the jurisdiction of the Town of Bridgewater within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town.

(d) In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use the Public Ways. Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on April 7, 1998 and shall expire on April 7, 2008, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF LICENSE

(a) 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 Town of Bridgewater.

(b) In the event the Issuing Authority issues any additional cable television license, such license shall be on terms no more favorable or less burdensome than the terms of similar provisions in this Renewal License, specifically including but not limited to terms for (a) the payment of any Franchise Fees, (b) any payments for the support of public, educational, or governmental access programming, (c) providing PEG access channels (d) any grants for capital equipment for public, educational or governmental access programming, (e) the provision of any service or service connections to schools or public buildings, (f) the construction and use of an I-Net, (g) the maintenance of a customer service office in the Town, (h) customer service standards, and (i) performance bond and any liquidated damages.

(c) To the extent that the terms of this Renewal License are less favorable or more burdensome to the Licensee than those of equivalent provisions of such additional license(s), the Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the Town shall take actions to rectify said

differences, including, but not limited to, amending the additional license(s) so that they are not on more favorable or less burdensome terms than the terms of this Renewal License or amending this Renewal License so that its terms are not less favorable or more burdensome than those of any additional license(s). This paragraph shall be subject to specific performance.

(d) In the event any Multichannel Video Programming Provider, which is not an Affiliate of the Licensee in any way, is providing Programming to residents in the Town, and is not required to be licensed by the Issuing Authority and/or does not have an agreement regarding the provision of such Programming with the Issuing Authority, and to the extent that any such Multichannel Video Programming Provider is not required to provide, and/or does not provide terms and conditions no less burdensome or no more favorable than those in this Renewal License, and to the extent that the Licensee reports to the Issuing authority, in writing, that it is at a disadvantage as a result, the Issuing Authority shall convene a public hearing, at the request of the Licensee. At said public hearing, the Issuing Authority, in good faith, shall afford the Licensee an opportunity to demonstrate such disadvantage. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested, subject to Section 9.3 infra. Following said hearing, the Town shall issue a report ascertaining the reasonableness of continuing to require Licensee to engage in the above mentioned requirements and what relief, if any, Licensee may be afforded. In the absence of any applicable federal law that occupies the field specifically aimed at equalizing competition or otherwise creating a "level playing-field" between municipally licensed and non-licensed Multichannel Programming Providers, should the conditions which Licensee demonstrates in the aforementioned hearing give rise to disparate burdens and inequities and result or likely result in economic injury for the Licensee, the Town may rectify said differences by modifying the License in such a manner as to relieve the Licensee of the burdens which are not imposed on or provided by the Licensee's competitors or by imposing similar requirements on the multichannel programming provider.

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 Town to adopt and enforce by-laws necessary to the safety and welfare of the public and general applicability and not specific to this Renewal Licensee or to cable operators. Any conflict between the terms of this Renewal License and any such lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

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

To the extent required by M.G.L. Chapter 166A, Section 5(f), upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and shall restore all areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6 --- **PROCEEDING UPON EXPIRATION OR REVOCATION OF LICENSE**

In the event that this Renewal License is revoked and all appeals have been exhausted, or the Issuing Authority does not renew this Renewal License and all appeals have been exhausted, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, by transferring the Cable System licensee in accordance with 47 U.S.C. §547.

Section 2.7 --- **TRANSFER OF THE RENEWAL LICENSE**

(a) To the extent required by M.G.L. Chapter 166A, Section 7, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed.

(b) Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law(s), in reviewing an application for a transfer of control or assignment of this Renewal License, the Issuing Authority shall consider only the transferee's (i) financial capability, (ii) management experience, (iii) technical expertise, and (iv) legal ability to operate the Cable System under this Renewal License.

(c) Unless otherwise permitted by applicable law and consistent with Division's regulations, 207 CMR 4.02, the Issuing Authority shall have 120 days from the filing of a completed FCC Form 394 to take final action on it, unless the issuing authority and applicant agree to an extension of time. Such action shall be given only after a public hearing, pursuant to 207 CMR 4.03, to consider the written application for transfer.

(d) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the forms prescribed by the Division and/or the FCC requesting such transfer or assignment consent.

(e) Any transferee shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.8 --- **EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.7 above shall be deemed a material breach of this Renewal License, and the Issuing Authority may either:

(i) assess liquidated damages, which assessment shall be two hundred fifty (\$250.00) per day until the taking of an action described in Section 2.7(a) is approved, or if not approved, until the prior ownership, control or other status quo ante is restored to a condition satisfactory to the Town; or

(ii) revoke this Renewal License as provided in M.G.L. c. 166A, §11.

(b) Notwithstanding paragraph (a) above, the Issuing Authority may revoke this Renewal License in addition to assessing liquidated damages as provided above if, after assessment of such damages, the Licensee willfully continues noncompliance with Section 2.7 above.

ARTICLE 3 SYSTEM DESIGN

Section 3.1 --- SUBSCRIBER NETWORK

(a) No later than August 31, 1999, the Licensee shall make available to all residents of the Town a minimum seven hundred fifty Megahertz (750 MHz) (or at the Licensee's discretion Digital Compression Technology equivalent) two-way capable Subscriber Network. Said 750 MHz System shall be designed for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital transmissions, which may be subject to change at the discretion of the Licensee. Until that time, Licensee shall continue to operate its existing four hundred and fifty Megahertz (450 MHz) capable Cable System.

(b) Timely completion of the upgrade to 750 MHz (or at the Licensee's discretion the Digital Compression Technology equivalent) is subject to extension by reason of force majeure (Section 11.7), and is contingent upon the receipt of timely approvals of permits, easements and all other prerequisites to construction by the Town, governmental agencies, public utilities, property owners and vendors and other authorities providing such permits are pursued diligently by the Licensee. The Town shall give the Licensee its full cooperation in securing any permits, access rights, sub-headend or microwave link sites and other prerequisites to construction of the upgraded and/or rebuilt system.

Section 3.2---SERVICE AVAILABLE TO ALL RESIDENTS

(a) Subject to subsection (b) and (c) below, the Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the Town, regardless of the type of dwelling, or its geographical location unless legally prevented from doing so.

(b) Any dwelling unit within two hundred fifty feet (250') of the existing Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation over 250 feet from the existing cable plant requiring Trunk or Distribution type construction shall be considered non-standard and provided at a rate based upon actual costs and a reasonable return on investment. The Licensee may reasonably charge subscribers for non-standard or customized installations.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within 250 feet of the existing cable plant, provided no Trunk or Distribution type construction is required and sub-surface is dirt or similar soft surface. Underground installations within 250 feet of the existing cable plant requiring Trunk or Distribution type construction or involving a hard surface or that require boring through rock or under sidewalks, street, flower bedding, etc., are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment. Installations more than 250 feet from existing cable plant requiring Trunk or Distribution type construction or involving a hard (concrete, asphalt, etc.) surface shall be provided at a rate based upon actual costs and a reasonable return on investment.

Section 3.3 --- LOCATION OF CABLE TELEVISION SYSTEM

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

Section 3.4 --- CHANGE-OVER PROCEDURES

The Licensee shall change-over all of its Bridgewater Subscribers from its 450 MHz Cable System to the upgraded 750 MHz Cable System, in accordance with 207CMR 11.00.

Section 3.5---UNDERGROUND FACILITIES

At such time as telephone and electric utility lines are placed underground by the telephone and electric utility companies as required to be placed underground by the Town, the Licensee shall likewise place its facilities underground, pursuant to M.G.L. 166, §22 et. seq. Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 3.5 --- **TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 3.6 --- **RESTORATION TO PRIOR CONDITION**

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

Section 3.7 --- **TEMPORARY RELOCATION**

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

Section 3.8 --- **DISCONNECTION AND RELOCATION**

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way, or remove from any street or any other Public Ways, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 3.9 --- **SAFETY STANDARDS**

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration (OSHA) regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Division and FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of these codes shall be by the appropriate regulatory authority.

Section 3.10 --- **PEDESTALS**

In any cases in which pedestals housing passive devices are to be utilized, in Town Public Ways or within the

Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit; provided, however, that the Town shall take into consideration the design requirements of the Cable Television System and that such approval shall not be unreasonably denied. The Town shall consider all such permit(s) requests in a timely and expeditious manner. Upon reasonable written request by the Issuing Authority, Licensee shall provide construction map(s) showing such equipment, pursuant to this paragraph.

Section 3.11 --- **PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, 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 3.12 --- **RIGHT TO INSPECTION OF CONSTRUCTION**

(a) The Issuing Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of Articles 3 of this Renewal License and to make such tests as deemed necessary to ensure compliance with the terms and conditions of this Renewal License and applicable law. Any such inspection shall be conducted after reasonable written notice by the Issuing Authority and shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 3.13 --- **CONSTRUCTION MAPS**

Upon written request, by the Issuing Authority, but no more than once per calendar year, the Licensee shall file with the Issuing Authority or its designee "as-built" maps of all existing and newly constructed Cable System plant.

Section 3.14 --- **SERVICE INTERRUPTION**

Except during the construction or upgrade of the Cable System or where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing, upgrading or testing the Cable Television System only during periods of lesser use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers, given over one (1) of the Cable System's PEG Access Channels programmed by the Town, its designee(s) and/or the Access Corporation. The Town, its designee(s) and/or the Access Corporation shall cooperate fully with the Licensee to affect such notice. This section shall not apply to necessary interruptions resulting from Subscriber change-over to the newly upgraded Cable System.

Section 3.15 --- **COMMERCIAL ESTABLISHMENTS**

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town upon a non-discriminatory basis provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee. Certain Programming services may not be available to commercial establishments, pursuant to applicable law or the Licensee's agreements with its program suppliers or Licensee's policies.

Section 3.16 --- **"DIG SAFE"**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws

Chapter 82, Section 40.

Section 3.17 --- **INSTITUTIONAL NETWORK**

(a) The Licensee shall continue to operate, maintain and repair its existing separate Institutional Network ("I-Net") to be utilized by the Town, its designee(s), and/or the Licensee. Upon the Effective Date of this Renewal License, the Licensee shall make available to the Town three (3) Upstream Channels and three (3) Downstream Channels on the I-Net, for the exclusive use of the Town and its designees. Said channels shall continue to be capable of distributing video, audio and data to all designated Town owned non-school and school buildings ("I-Net Buildings") currently connected to the I-Net, and identified in Exhibit 3.4(a) attached hereto. Subject to Section 3.4(d) and (i) below, there shall be no charge to the Town for its use of the I-Net.

(b) Within ninety (90) days and upon written notification by the Issuing Authority, the Licensee shall provide, without charge to the Town, one I-Net (1) drop and/or outlet to such municipally owned building; provided, however, such municipally owned building shall be along the I-Net Trunk and Distribution System and such I-Net drop and/or outlet is a standard aerial or underground installation pursuant to Section 3.2. If a requested I-Net drop and/or outlet to municipally owned building(s) require a standard underground installation, the Licensee shall install such I-Net drop and/or outlet within one hundred eighty (180) days after receipt of the Issuing Authority's written request. If a requested I-Net drop and/or outlet, pursuant to this Section 3.17(b), is not a standard aerial or underground installation the Town shall be responsible for all additional material and labor cost(s), plus a reasonable rate of return. In the event a requested I-Net drop and/or outlet, pursuant to this Section 3.17(b), is not along the I-Net Trunk and Distribution System the Town shall be responsible for all material and labor cost(s), plus a reasonable rate of return, associated with extending the I-Net Trunk and Distribution System.

(c) The I-Net shall be capable of transmitting between the Town Buildings and other institutions within the Town among other things, electronic mail, data, interactive teaching, energy management monitoring of municipal buildings and municipal training. The Licensee has no obligation to provide the Town with equipment necessary for these uses of the I-Net.

(d) With the Licensee's written permission, the Town may use the I-Net for data transmission purposes. In the event that there are increased maintenance costs as a result from the Town's use of the I-Net for data transmission purposes, the Licensee may charge the Town for such increased costs, pursuant to Section 3.4(i) below.

(e) The Issuing Authority and/or its designee(s) shall only use the I-Net for municipal and/or educational purposes, data transmission and/or other non-commercial purposes and not for sale or lease for non-municipal uses. The I-Net shall not be used by the Town and/or its designee to transmit or receive any audio, video or data communication(s) from, or to, any other multi-programming provider without the Licensee's written permission. Except with the written permission of the Licensee, the I-Net may not be used by the Town and/or its designee(s) to transmit or receive any communication (in whatever form, whether video, audio, data, voice or otherwise) destined to or originating from any switched network, including, but not limited to, the facilities of any local or long distance telephone company, or any such communication for which the Licensee offers and can provide the Town transmission service.

(f) The Issuing Authority or its designee shall provide the Licensee each year with a description of its uses of the I-Net.

(g) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License; provided, however, that the Licensee shall have no responsibility for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.-

(h) In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee, the Licensee shall resolve the technical problem within a reasonable amount of time. Should a technical problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem(s).

(i) Any and all I-Net related costs shall be strictly allocated between the Town and the Licensee according to each entity's use of the I-Net, including but not limited to, construction, installation, operational and maintenance costs. If requested to do so by the Issuing Authority, in writing, the Licensee shall itemize and verify all such allocable I-Net costs, in sufficient detail to enable the Issuing Authority to independently verify that such costs have been allocated as required. Unless agreed to otherwise, the Licensee shall provide said costs, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

(j) The Town shall hold the Licensee harmless at all times during the term of this Renewal License and after its expiration from any and all claims, actions and/or proceedings arising out of the actions of the Town, its designee(s) and/or departments in transmitting, conveying or otherwise carrying, or failing to transmit, convey or otherwise carry, any and all data transmissions originated and/or generated by the Town on the I-Net channels made available to, and used by, the Town, its designee(s) and/or departments. The Town shall, without charge to the Licensee, defend any such claim, action or proceeding.

Section 3.18 --- **EMERGENCY ALERT OVERRIDE CAPACITY**

The Cable System shall comply with the FCC's Emergency Alert System ("EAS") regulations.

ARTICLE 4 SERVICES, PROGRAMMING, RATES AND CHARGES

Section 4.1---PROGRAM LINE-UP

(a) Except as required by law, all Programming decisions are at the sole discretion of the Licensee and may be subject to change from time to time.

(b) To the extent required by applicable law, the Licensee shall provide Basic Cable Service, which shall include at least all area broadcast television signals which it is required to carry and the Downstream Channels, for PEG Access use.

(c) The Licensee reserves its rights to Scramble and/or otherwise encode any cable channel(s) to protect the Licensee from unauthorized reception of its Signal(s) to the extent allowed by applicable law. As currently required by federal law, Basic Cable service shall not be scrambled.

Section 4.2 ---DROPS AND BASIC SERVICE TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide, install and maintain a Subscriber Cable Drop and Outlet(s) and the monthly Basic Service, without charge to the Town or any designated institution for such Drops, Outlets and Basic Services, to all police and fire stations, public libraries, public buildings designated, in writing, by the Issuing Authority and included in Exhibit 4.2(a), attached hereto and made part hereof.

(b) The Licensee's obligations hereunder shall be limited to standard, non-customized installations along the route of the existing Cable System.

Section 4.3 ---DROPS AND MONTHLY SERVICE TO PUBLIC SCHOOLS

(a) The Licensee shall continue to provide, without charge to the School Department, one (1) Subscriber Cable Drop with one (1) Outlet and the monthly Subscriber Cable Service, including those, non-Scrambled, non-Premium, non-Pay-Per-View satellite Services (which support Cable in the Classroom Programming), carried on the Cable System by the Licensee, to all public schools listed in Exhibit 4.3, attached hereto and made a part hereof.

(b) Upon System Completion, without charge to the School Department, the Licensee shall provide a total of two (2) Subscriber Network Drops and two (2) Outlets and the monthly Subscriber Cable Service, including those, non-Scrambled, non-Premium, non-Pay-Per-View satellite Services (which support Cable in the Classroom Programming), carried on the Cable System by the Licensee to each floor of all Town of Bridgewater Public Schools in the Town, listed in Exhibit 4.3, attached hereto. The Licensee shall also provide one (1) Drop and one (1) Outlet to each public school library, with the monthly service described herein.

(c) The exact locations of said Drops and Outlets shall be designated by the School Department.

(d) The Licensee shall provide one (1) Converter with each Outlet, if required for the reception of the monthly Service, without charge to the Town. The Licensee shall maintain such Outlets and Converters for normal wear and tear; provided, however, that the School Department shall be responsible for repairs and/or replacement necessitated by any acts of vandalism, theft or damaged caused by users.

Section 4.4 --- VCR/CABLE COMPATIBILITY

In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, except two scrambled Signals, the Licensee shall provide to any Subscriber, upon request, an A/B switch or by-pass switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR.

Section 4.5 --- LEASED CHANNELS FOR COMMERCIAL USE

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

Section 4.6 --- RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 4.7 --- NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as Exhibit 4.7(b).

Section 4.8 --- PEG ACCESS AND I-NET COSTS

(a) Consistent with federal and State law(s) governing cable television rate regulation, the Licensee may externalize, line-item or otherwise pass-through any costs associated with its I-Net and/or PEG Access Programming obligations under this Renewal License to Subscribers, including, but not limited to, computation, collection, and/or interest paid on and allocation of any such costs.

(b) The Licensee shall provide the Town with appropriate FCC forms in accordance with applicable FCC regulations, justifying any such externalized, line-itemized and/or passed-through I-Net and/or PEG Access Programming costs.

(c) Based upon the licensee's FCC rate filing, the Issuing Authority may file comments with the Division and Licensee regarding any such externalized, line-itemized and/or passed-through I-Net and/or PEG Access Programming costs.

Section 4.9 -- CREDIT FOR SERVICE INTERRUPTION

In accordance with MGL 166A §5(1), in the event Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 5
PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT

Section 5.1---PEG ACCESS CHANNELS

(a) Upon the Effective Date, the Licensee shall make available to the Town three (3) six (6) MHz (or at the Licensee's discretion the Digital Compression Technology equivalent) Subscriber Network Downstream Channels and three (3) six (6) MHz (or at the Licensee's discretion the Digital Compression Technology equivalent) I-Net Upstream Channels, pursuant to Section 3.17(a), for PEG Access purposes.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers, at no cost to the Town and/or Users, and shall be subject to Section 5.2 herein. Control and management of said PEG Access Channels shall be the responsibility of the Issuing Authority, its designee and/or Access Corporation.

Section 5.2---ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide annual Franchise Fee payments to the Issuing Authority on behalf of its designee(s) and/or the Access Corporation for PEG Access purposes equal to five percent (5%) of the Licensee's Gross Annual Revenues less applicable franchise and license fee payments to the Town and State governments. Said annual PEG Access payments shall be used for, among other things, salary, operating, facilities, capital purchases, production and/or associated equipment purchases and other related expenses connected with Bridgewater PEG Access Programming and operations. Such PEG Access payments shall be considered as part of the Licensee's Franchise Fee commitments and shall be included in the Franchise Fee for purposes of any applicable federal limitation on Franchise Fees.

(b) Said annual five percent (5%) PEG Access support payment shall be made to the Issuing Authority on behalf of the Access Corporation annually. The first payment shall be remitted no later than July 31, 1999; based on the Gross Annual Revenues beginning on the Renewal License Effective Date and ending on the last day of March 1999. The following annual payments shall be remitted no later than July 31st of each year, during this Renewal License, based on the twelve (12) month period beginning on the previous year's April 1st and ending on the following last day of March. The final payment shall be remitted no later than July 31, 2007 based on the period beginning April 1, 2006 and ending on the last day of March 2007.

(c) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Cable Service over the Bridgewater Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Issuing Authority on behalf of the Access Corporation an amount equal to five percent (5%) of such Person's Gross Annual Revenues, as a PEG Access payment, pursuant to Section 5.2(a) herein. If the Licensee collects revenues from Bridgewater Subscribers for said Person, then the Licensee shall collect said five percent (5%) PEG Access payment on the Gross Annual Revenues of said Person and shall pay said amounts to the Issuing Authority on behalf of its designee and/or the Access Corporation along with the Licensee's five percent (5%) PEG Access payments pursuant to Section 5.2(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the Bridgewater Cable System, then the Licensee shall notify any such Person of this five percent (5%) PEG Access payment requirement and shall notify the Issuing Authority of such use of the Bridgewater Cable System by such Person(s).

(d) The annual PEG Access payments required herein are subject to the provision that all PEG Access Programming produced in and/or by the Town, its designee(s), Access Corporation and/or Bridgewater PEG Access producers with said funding shall be cablecast exclusively on one (1), or more, of the PEG Access Channels, designated in Section 5.1 herein, on the Licensee's Cable System in the Town unless permission otherwise is granted in writing by the Licensee.

Section 5.3 --- PEG ACCESS EQUIPMENT and EQUIPMENT/FACILITIES FUNDING

(a) Within thirty (30) days following the Renewal License Effective Date, the Licensee shall deed over to the Town on behalf of its designee(s) and/or the Access Corporation all company owned Local Origination (LO) portable production equipment, mobile production van including its production and associated equipment, Bridgewater/Raynham Regional High School LO/Access Studio production and associated equipment and LO/Access Studio production and associated equipment located at 86 Spring Street, Bridgewater, listed in Exhibit 5.3(a) herein.

(b) All equipment described in Exhibit 5.3(a) which is deeded to the Town shall first be inspected by the Licensee and the Town and/or its designee(s) in order to insure that all such components are in good operating condition. Any component mutually deemed not to be in good operating condition by the Licensee and the Town, shall first be repaired, if necessary, by the Licensee prior to delivering such to the Town.

(c) The LO/Access production and associated equipment deeding and/or funding herein for PEG Access Equipment and Equipment/Facilities are subject to the provision that all PEG Access programming in, and/or by, the Town, its designee(s), Access Corporation and/or Bridgewater PEG Access producers with said deeding and/or funding shall be cablecast exclusively on one (1), or more, of the PEG Access Channels, designated in Section 5.1 supra, on the Licensee's Cable System in the Town unless permission otherwise is granted in writing by the Licensee.

Section 5.4 --- **REPORT OF DISBURSEMENTS**

On or before January 30 of each Renewal License year commencing on or before January 30, 1999, the Town shall submit to the Licensee a written report showing actual disbursements made of the funds Licensee gives the Town pursuant to this Article 5 for annual support for PEG Access or for PEG Access facilities funding and a detailed statement explaining the allocation of funds, the access needs, interests and operations of the various entities using the PEG Access facilities. If, upon review of this annual report, the Licensee determines that the use of any portion of the funds has not been directly related to PEG Access, the Licensee may in writing request a hearing before the Issuing Authority. After such hearing, the Issuing Authority will respond to the Licensee in writing. If the Issuing Authority agrees with the Licensee, it shall take measures to see that such funds are expended appropriately in the future. If, upon receipt of a subsequent annual report, the Licensee again determines the use of any portion of the funds has not been appropriate, the Licensee may in writing request another hearing before the Issuing Authority. If the Issuing Authority makes a finding in accordance with the Licensee's determination, it shall direct the Licensee to withhold an amount of PEG support or access equipment/facilities funding corresponding to the amount which is the subject of the dispute, until such time safeguards are in place to assure use of such funds for PEG Access support and/or equipment/facilities funding. If following the Licensee's second request for Issuing Authority remedial action, the Issuing Authority disagrees with the Licensee concerning the appropriateness of the use of funds, the matter may be referred to the Division upon written request of the Licensee, or to such other arbiter as may be agreeable to the parties.

Section 5.5 --- **EQUIPMENT OWNERSHIP**

The Issuing Authority shall own all existing PEG Access equipment and equipment purchased with funding pursuant to Section 5.2 and deeded equipment pursuant to 5.3 herein. The Licensee shall have no obligation to repair, maintain, replace or insure any such PEG Access equipment.

Section 5.6 --- **CENSORSHIP**

Neither the Town nor the Licensee shall 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 5.7 --- **LICENSEE'S PEG ACCESS OBLIGATIONS**

Except for the specific obligations of the Licensee regarding PEG Access in this Article 5 herein, the Licensee shall not have any other responsibilities for PEG Access.

Section 5.8 --- LICENSEE'S FINANCIAL COMMITMENT

The Licensee in any event shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law, including, but not limited to, local and state License Fees and Franchise Fees, and PEG Access operating and capital expenses in excess of five percent (5%) of its Gross Annual Revenues.

Section 5.9 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

Section 5.10 --- PEG ACCESS PAYMENTS

In the event that the payments required by Section 5.2 herein are not tendered to the Issuing Authority for the benefit of its designee(s) and/or the Access Corporation on or before the dates fixed herein, interest due on such payments shall accrue from the date(s) due at a rate of two percent (2%) above the Prime Rate as published as of the date(s) due.

ARTICLE 6 INSURANCE AND BONDS

Section 6.1 --- INSURANCE

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, on an annual basis, copies of the certificates of insurance for the following policies:

(a) A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable Television System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Three Million Dollars (\$3,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(b) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional name insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Three Million Dollars (\$3,000,000.00) for damage to the property of two (2) or more persons in any one occurrence.

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

(d) A General Liability policy with excess liability of Five Million Dollars (\$5,000,000.00), in umbrella form.

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

(i) Such insurance shall commence no later than the Effective Date of this Renewal License.

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

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

(iv) Evidence of insurance shall be submitted to the Town prior to commencement of any System construction or upgrade or operations under this Renewal License.

(v) To the extent required by M.G.L. 166A §5(c), this Renewal License may, after hearing, be revoked for the Licensee's failure to maintain the required insurance.

Section 6.2---PERFORMANCE BOND

(a) The Licensee shall maintain at no cost to the Town and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of one hundred thousand dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this 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 this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof.

(c) When the Cable System has been completed pursuant to the terms of Section 3.1 herein, said performance bond may be reduced to the sum of fifty thousand dollars (\$50,000.00); provided, however, that the Licensee shall notify the Issuing Authority in writing, in advance of such reduction, that it has completed the Cable System upgrade as required herein and requests approval for a reduction of the amount of said bond. The Licensee shall not reduce the amount of said bond until

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

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

Section 6.3 --- **NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE]**

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

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

Section 6.4 --- **INDEMNIFICATION**

(a) The Licensee shall, without charge to the Town, indemnify and hold harmless the Town, its officials, boards, commissions, 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, upgrade, installation, maintenance, operation and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the construction, upgrade, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees and the reasonable value of services rendered by the Town Counsel's office over and above services reasonably necessary to carry out this section.

(b) In order for the Town to assert its rights to be indemnified, defended, or held harmless, the Town must:

1. Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
2. The Town shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee; and
3. The Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

(c) To the extent the Licensee makes payment pursuant to this section, it may require from the Town assignment of all right or recovery against any party.

(d) The Town shall, at its sole cost and expense, to the extent lawful for local government, indemnify and hold harmless Licensee against any claim arising out of the Town's use of the Cable System. Indemnified expenses shall include all out-of-pocket expenses such as attorney's fees and shall also include the reasonable value of any services rendered by the Town.

ARTICLE 7
DETERMINATION OF BREACH
LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 7.1--- DETERMINATION OF BREACH

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

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

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

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

- i) assess liquidated damages in accordance with the schedule set forth in Section 7.2 below;
- ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- iii) commence an action at law for monetary damages;
- iv) foreclose on all or any appropriate part of the security provided pursuant to Section 6.2 herein;
- v) declare the Renewal License to be revoked subject to Section 7.3 below and applicable law;
- vi) invoke any other lawful remedy available to the Town.

Section 7.2 --- LIQUIDATED DAMAGES]

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 7.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, but shall not be assessed for the period from the time the Licensee responds to such notice until the Issuing Authority determines the Licensee is in default, but such liquidated damages shall be tolled the period from the time Licensee responds to such notice until the Issuing Authority determines the Licensee is in default.

(1) For failure to construct, upgrade, install, fully activate, operate, program and/or maintain the Cable Television System, in accordance with Section 3.1 herein, two hundred fifty dollars (\$250.00) per day, for each day that such non-compliance continues.

(2) For failure to maintain and/or operate the Institutional Network, in accordance with Section 3.17(a) herein and Exhibit 3.17(a) attached hereto, one hundred fifty dollars (\$150.00) per day, for each day that such non-compliance continues.

(3) For failure to comply with the public, educational and governmental access provisions in accordance with Article 5 herein, one hundred dollars (\$100.00) per day, for each day that any such non-compliance continues.

(4) For failure to submit reports, pursuant to Article 9 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.

(5) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such schedule change or other change thereto, pursuant to Section 4.7 herein, fifty dollars (\$50.00) per day that such non-compliance continues.

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

(c) Except as otherwise specifically provided in this Renewal License, such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutory or judicially imposed penalties or remedies.

Section 7.3 --- **TERMINATION**

The termination of this 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 7.1 and 7.2 above subject to appeal pursuant to applicable law; (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 this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

Section 7.4 --- **NOTICE TO TOWN OF LEGAL ACTION**

Unless doing so would prejudice party giving notice, in the event that the Licensee or the Issuing Authority has reason to believe that the other 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 and the Licensee or the Issuing Authority intends to take legal action, it shall (i) give at least forty-five (45) days notice to the other party, 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 it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party or its representative.

Section 7.5 --- **NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Town and/or Licensee to exercise, and no delay in exercising, any right in this 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 this Renewal License.

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

ARTICLE 8 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 8.1 --- CUSTOMER SERVICE OFFICE

For the entire term of this Renewal License, the Licensee shall maintain a customer service office within the Town which shall provide customer services comparable to those provided as of the Effective Date of this Renewal License, for the purpose of receiving customer inquiries and complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunction and answering general inquiries.

Section 8.2 --- FCC CUSTOMER SERVICE OBLIGATIONS

(a) The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as they may be amended from time to time.

(b) Pursuant to 47 CFR § 76.309(c)(2), Licensee will conform to FCC requirements relating to installations, service calls, appointment windows and customer appointments.

Section 8.3 --- TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives at its primary customer service center in order to answer all Subscriber calls, in compliance with the FCC Customer Service Obligations at 47 CFR §76.309, attached hereto as Exhibit 8.3(a).

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

(c) Pursuant to M.G.L. 166A, section 5(o), the Licensee's main customer service office(s) shall have a publicly listed local telephone number for Bridgewater subscribers.

(d) The Licensee shall comply with the FCC's Customer Service Obligations relating to telephone answering, a current copy of which is attached hereto as Exhibit 8.3(a) for reference, as they may be amended from time to time.

Section 8.4 --- BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Massachusetts Cable Television Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 4.7(b) and made a part hereof, as the same may exist or as may be amended from time to time:

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

Section 8.5 --- PROTECTION OF SUBSCRIBER PRIVACY

The Licensee shall comply with all applicable laws regarding the rights of privacy of every subscriber and/or User of the Cable Television System including, but not limited to the provisions of Section 631 of the Cable Act.

Section 8.6 --- PRIVACY WRITTEN NOTICE

Pursuant to Section 631(a)(1) of the Cable Act, 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, 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 8.7 --- MONITORING

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act.

(b) The Licensee shall not record any information transmitted between a Subscriber or User and any third party except as allowed for lawful business purposes.

Section 8.8 --- POLLING VIA THE CABLE SYSTEM

No polling over the Cable System, by the Licensee, of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 8.9 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 8.10 --- SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Pursuant to Section 631(d) of the Cable Act, the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

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

(c) A Subscriber or User shall be provided reasonable opportunity to correct any error in any such personally identifiable information.

Section 8.11 --- PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review this Article 7 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.

Section 8.12 --- COMPLAINT RESOLUTION PROCEDURES

(a) Consistent with applicable law, the Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable written notice by the Issuing Authority, the Licensee shall make best efforts to

expeditiously investigate and resolve complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority, the Licensee shall, within a reasonable time after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the complaint, the Subscriber shall meet jointly in Bridgewater with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

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

ARTICLE 9
REPORTS, AUDITS AND PERFORMANCE TESTS

Section 9.1 --- QUALITY OF SERVICE

Licensee shall comply with applicable FCC standards regarding its signal quality.

Section 9.2 --- ADDITIONAL INFORMATION

At any time during the term of this Renewal License, upon the reasonable request of the Issuing Authority to Licensee or Licensee to Issuing Authority, the License or Issuing Authority, as the case may be, shall not unreasonably deny any request for further information which may be required to establish Licensee's or the Issuing Authority's compliance with its obligations pursuant to this Renewal License and subject to Section 9.3 infra.

Section 9.3 --- PROPRIETARY AND CONFIDENTIAL INFORMATION

If the Licensee believes that any documentation requested by the Issuing Authority involves proprietary information, then Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of licensee's claim of a proprietary interest.

Section 9.4 --- IN-HOUSE TELEPHONE REPORTS

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

Section 9.5 --- DUAL FILINGS

If requested in writing by the Issuing Authority, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation.

Section 9.6 --- FINANCIAL REPORTS

(a) In accordance with M.G.L. 166A, Section 8, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Massachusetts Cable Television Division Forms showing a balance sheet sworn to by the Greater Boston Division Vice President of Finance, or other authorized representative or agent. Said forms shall contain such financial information specific to the Bridgewater Cable Television System.

(b) Upon written request of the Issuing Authority, the Licensee shall also provide a separate report including the following:

(i) All Subscriber and all other Cable related service revenues of any kind, including, but not limited to, regular Basic service charges, Pay Programming charges, Pay-Per-View revenues, installation revenues (including reconnection, second set, etc.), advertising revenues, leased access revenues, home shopping services revenues and any other revenues from Cable Service.

**ARTICLE 10
ADMINISTRATION AND REGULATION**

Section 10.1 --- REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System, subject to applicable law. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License.

Section 10.2 --- SUBSCRIBER TELEVISION SETS

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

Section 10.3 --- DETERMINATION OF BREACH

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

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

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

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

Section 10.4 --- TERMINATION

The termination of this 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 applicable law; (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 this Renewal License.

Section 10.5---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy. Unless doing so would prejudice party giving notice, in the event that the Licensee or the Issuing Authority has reason to believe that the other 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 and the Licensee or the Issuing Authority intends to take legal action, it shall (i) give at least forty-five (45) days notice to the other party, 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 it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party or its representative.

ARTICLE 11 MISCELLANEOUS PROVISIONS

Section 11.1---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 11.2---CAPTIONS

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

Section 11.3---SEVERABILITY

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

Section 11.4--ACTS OR OMISSIONS OF AFFILIATES

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

Section 11.5---RENEWAL LICENSE EXHIBITS

Unless otherwise indicated, the Exhibits to this Renewal License, attached hereto, and all portions thereof, are for informational purposes.

Section 11.6---WARRANTIES

The Licensee and the Issuing Authority respectively each warrant, represent and acknowledge and agrees that at or before the Execution Date of this Renewal License: each has the requisite power and authority under applicable law and its by-laws and articles or incorporation and/or other organizational documents, is authorized and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee and Issuing Authority to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.

Section 11.7 --- FORCE MAJEURE

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

Section 11.8 --- APPLICABILITY OF RENEWAL LICENSE

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

Section 11.9 --- NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Bridgewater, Town Hall, Bridgewater, Massachusetts 02324, or such other address as the Issuing Authority may specify in writing to the Licensee.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the President, Time Warner Cable, Greater Boston Division, 300 Commercial Street, 12 Riverview Business Park, Malden, Massachusetts 02148, or such other address as the Licensee may specify in writing to the Issuing Authority.

Section 11.10 --- TERM

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

Section 11.11 --- EQUAL EMPLOYMENT OPPORTUNITY

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

Section 11.12 --- NON-DISCRIMINATION

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

Section 11.13 --- NON-WAIVER

If either party to this Renewal License fails to enforce any provision herein, such failure shall not constitute a waiver and shall not prevent the party from seeking enforcement on any subsequent occasion.

TABLE OF EXHIBITS

Exhibit 3.17(a)	Institutional Network Buildings ("I-Net Building)
Exhibit 4.2(a)	Drops, Outlets and Monthly Service to Public Buildings
Exhibit 4.3(a)	Drops, Outlets and Monthly Service to Public Schools
Exhibit 4.7(b)	207 CMR 10.00
Exhibit 5.3(a)	LO/Access Equipment to be Deeded
Exhibit 8.3(a)	FCC Customer Service Obligations
Signature Page	

Exhibit 3.4(a)

Institutional Network Buildings ("I-Net Building")

<u>LOCATION</u>	<u>ADDRESS</u>
Burnell School (Moakley Center)	Hooper Street
Senior Citizen Center	Wally Kruger Way
Fire Department	School Street
Housing Authority	Hemlock Drive
Hunt School	26 South Street
Library	15 South Street
LO/Access Studio	86 Spring Street
McElwain School	Main Street
Police Department	Bedford Street
High School	Mount Prospect Street
School Superintendent	South Street
State College	Summer Street
Town Garage	Spring Street
Town Hall	School Street
Williams Junior High	South Street
Williams Middle School	South Street
South Street School	South Street

Exhibit 4.2(a)

Drops, Outlets and Monthly Service to Public Buildings

LOCATION

ADDRESS

Senior Citizen Center

Wally Kruger Way

Fire Department

School Street

Housing Authority

Hemlock Drive

Library

15 South Street

LO/Access Studio

86 Spring Street

Police Department

Bedford Street

Town Garage

Spring Street

Town Hall

School Street

Exhibit 4.3(a)

Drops, Outlets and Monthly Service to Public Schools

LOCATION

ADDRESS

Burnell School (Moakley Center)

Hooper Street

Hunt School

26 South Street

McElwain School

Main Street

High School

Mount Prospect Street

School Superintendent

South Street

State College

Summer Street

Williams Junior High

South Street

Williams Middle School

South Street

South Street School

South Street

Exhibit 4.7(b)

207 CMR 10.00

Exhibit 5.3(a)

LO/Access Equipment to be Deeded

Located at Bridgewater-Raynham Regional High School:

Quantity Description

1	JVC - RMG-850U Edit Controller
1	JVC - BRS-822U Editor/Recorder
1	JVC B BRS-622U Edit/Source
2	Sony 1820A Color Studio Camera
2	Sony LO-25 Lense Remote
2	Sony DFX-40 Monitors (#0015425/#0015335)
1	FOR A VTW 210 (#1131711)
2	Bogen 3069 Tripod with Dolly
1	Panasonic WJ4600 SEG
1	Panasonic WR450 Audiomixer (#620043)
1	Hitachi RM-099 Rackmount
1	Hitachi VO-99 Waveform Monitor (#6090708)
3	Sony ECM 445 Microphones
3	Electrovoice 635A
3	Atlas MS12C Stands
4	Sony DR10A Headsets
1	Toars 21M Speaker Set
1	Technics SLQD33S Turntable
1	Technics EPCP530 Cartridge
1	JVC AAP26V AC/Battery Charger
2	JVC NBP1 Batteries
1	JVC BR6200 V ½" Portable VCR (#17070454)
1	Quickset 95565 QLT-7 Tripod
2	Sony BP60 Batteries
1	Pelco M5508AF with Rackmount (#4725-6K)
1	Comprehensive 6DAM-6DBX Audio Snake
2	Sony CCQ10AR 35' Cable
6	Comprehensive XLR-W+XLRJ 25'
1	Lowell T1-90 Tube Light Kit
3	BW 6" Fresnels #70-324
3	BW Bard Doors #20-236
2	Strand Century 5915 TV CYC Lights
3	Sony CMA-8
4	Spmu CCU-1820 (#10305/#10581)
1	BW 14" Scoop #20-120
2	Panasonic CT 133OV 13" Monitor/Receiver (fj6510045/fj6510002/fr6230006)
3	Portabrace C6200 Case
4	Winstead H8501
5	Winstead C9300 Basic Frame

- 6 Winsted 9310 VTR Shelf
- 7 Winsted 93582 CG Shelf
- 8 Winsted 93085 Shelf
- 9 Telex 510 Headsets
- 10 Sony RMM501 Rackmount
- 11 Panasonic WV 5372 BW Dual Monitor (#64I03288)
- 1 Panasonic WV538 Monitor (#5XI02458)

5 Astatic 339LGM Microphone
6 Radio Shack MPH20-Amp (#1020755)
7 TOA RS21M Speaker Set (#01A078911/01A078912)
8 Technics RSB29R Cassette (#CA7420A115)
9 Technics SLQD335 Turn Table (#CF712113012)
10 TOA RS21M Speaker Set (#01A0733133/01A073134)
4 Strand Century Barndoors
4 Strand Century 3301 TV 6"
4 Strand Century Scrims
4 Strand Century 5911TV IANIRO
1 Technics SA3039 Receiver (#FG632013-540)
3 Sony ECM 445 Microphones
3 Strand Century 4271 14" Scoop
2 Atlas DS5 Desk Stand
11 Electrovoice 635A Microphone
12 Atlas SB36W BOMM Stand
13 Panasonic CTB30V 13" Monitor/Receiver
14 Pelco M5508DT (#4686-6J)
1 Pelco M5508AF (4738-6K)
4 Comprehensive XLRP-XLRJ 25' Audio Cable
1 JVC GXS700U Color Camera (#16160035)
3 Shure M267 (#CA581552/CA581125/CA582434)
1 Atlas DS-5
2 ATS 307 Space Rack
3 Panasonic CT500V 5" Rec/Mon
4 Panasonic TY26A Battery Case
2 Panasonic TY361R Battery
7 Comprehensive SLRP-SLRJ 25' Cables
1 Lowell 0-92 Action Kit
2 Shure AZ68R Rackmount
3 Telex 510 Headset
3 Sony DXC-1820 KA Color Cameras#15899/17053/14915)
4 Sony V06800 ¾" Portable VCR
3 Sony CCQ2AR Camera Cables
3 RFK 634 Modulators
6 Sony NP1 Battery
2 Sony BC1WA Battery Charger
2 Lowel T1-90 Tube Light
6 VDS Keyboards
1 Bogen 3069 Tripod
2 Sony 5600 ¾" Recorder
3 Sony RMM 501 Rackmount
4 Panasonic BTS 702N 7" Dual
5 Panasonic WJ4600 Switcher (#69P0036)
6 Comprehensive 6DAU-6DBX
7 Video Tek TSM60A Waveform Monitor (#1875906)
8 Pelco MS508AF Switcher with Rackmount

- 9 FOR-A VDA106 Distribution
- 10 VTW 210 FOR-A
- 11 Panasonic CWV 5203 5" Triple Monitor
- 12 CCQ 50AR

Exhibit 8.3(a)

**FCC Customer Service Obligations
47 CFR 76.309**

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Bridgewater, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Massachusetts Cablevision Industries, Inc., a Time Warner Inc. company.

The Town of Bridgewater, MA

Time Warner Cable

Chairman

Carol A. Hevey
Division President

The Board of Selectmen,
as Issuing Authority

Witnessed By:

Witnessed By:

Date:

Date: