

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

MARCH 11, 2024

**THE SELECT BOARD
TOWN OF MIDDLEBOROUGH,
MASSACHUSETTS**

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THIS CABLE TELEVISION RENEWAL LICENSE AGREEMENT (this “License,” “Renewal License” or “Agreement”) is entered into by and between the Select Board of the Town of Middleborough, as Issuing Authority for the grant of cable television license(s) pursuant to the Massachusetts Cable Law, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Section 602(10) of the Communications Act, and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to the Licensee, effective as April 23, 2007, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of the Licensee and has determined that the Licensee is and has been in material compliance with the Final License and applicable law; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and the Licensee have agreed on the terms for a renewal license under which the Licensee will continue to operate its Cable System in the Town;

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal license to the Licensee, the Licensee’s commitment to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which Licensee shall make available to the Town and/or the PEG Access Designee without charge for non-commercial public,

educational, or governmental use for the transmission of Video Programming as directed by the Town and in accordance with the terms of this License.

1.2. *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3. *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals, as well as the PEG Access Channels required by this License.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning 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, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.10. *Communications Act*: The Communications Act of 1934, as amended.

1.11. *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Licensee's affairs.

1.12. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.13. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.14. *Educational Access Channel*: An Access Channel available for the non-commercial use of local educational institutions in the Town, as well as the PEG Access Designee.

1.15. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.16. *Force Majeure*: An event or events reasonably beyond the ability of a party to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, epidemics, act of public enemy, accidents for which a party is not primarily responsible, fire, flood, or other acts of God or with respect to the Licensee's obligations hereunder, actions or inactions of any government instrumentality or public utility including condemnation, or work delays caused by waiting for utility providers to service or monitor utility poles to which Licensee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.17. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this Agreement.

1.18. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or the PEG Access Designee to present non-commercial governmental programming.

1.19. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles (GAAP), which is derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without limitation, the following items: Subscriber fees, charges and payments collected from Subscribers (including Commercial Subscribers) for Cable Service (including, but not limited to, basic and premium Cable Services, video-on-demand Cable Service, pay-per-view Cable Service and digital Cable Service); installation, reconnection, change of service and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; additional outlet fees; fees from third parties for Leased Access Channel programming; revenues that Licensee receives from home shopping Channels for the use of the Cable System to sell merchandise as prorated to include such revenues attributable to the Cable System in the Town based on the number of Subscribers;

advertising revenues (after deducting sales commissions) as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and, except as provided below, all fees imposed on the Licensee by this License and applicable law that are passed through and paid by Subscribers (“fee-on-fee”) in accordance with applicable law; provided, however, that Gross Revenue shall not include:

1.19.1. Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Licensee to provide Cable Service over the Cable System, except to the extent that such revenues are derived from the operation of the Cable System to provide Cable Service in the Town;

1.19.2. Bad debts written off by Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period so collected;

1.19.3. Refunds, rebates or discounts made to Subscribers or other third parties;

1.19.4. Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access Service, electronic mail service, electronic bulletin board service, or similar online computer services;

1.19.5. Any revenue of Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, not including that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.19.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required to pay cable license fees to the Town on the resale of Cable Services;

1.19.7. The sale of Cable Service to customers which are exempt from being charged Cable Service pursuant to the Massachusetts Cable Law, including, without limitation, the provision of Cable Services to public institutions pursuant to the Massachusetts Cable Law or as required or permitted herein;

1.19.8. Any tax of general applicability imposed upon Licensee by a Town, State, federal or any other governmental entity and required to be collected by Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication taxes and non-cable license fees);

1.19.9. Any foregone revenue which Licensee chooses not to receive in exchange for free or reduced cable or other communications services to any Person, including without limitation, employees of Licensee and public institutions or other institutions as designated in the License and to other customers which are exempt; provided, however, that such foregone revenue which Licensee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.19.10. Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and any other Subscriber equipment for the provision of Cable Service over the Cable System;

1.19.11. Program launch fees;

1.19.12. Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing; and

1.19.13. Any fees or charges collected from Subscribers for the PEG Grant (except to the extent that the Issuing Authority provides the Licensee with evidence that such fees and charges are included in the Gross Revenues of other cable operators in the Town).

1.20. *High-Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p or 1080i.

1.21. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.22. *Interconnection Site:* The physical place where the Licensee's equipment for signal processing is located and connected to the output of the PEG Access Designee.

1.23. *Internet Access Service:* Dial-up or broadband access service that enables Subscribers to access the Internet.

1.24. *Issuing Authority:* The Select Board of the Town of Middleborough, Massachusetts.

1.25. *Leased Access Channel:* A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

1.26. *License Fee:* The payments to be made by the Licensee to the Town, which shall have the meaning as set forth in Section 9 of the Massachusetts Cable Law.

1.27. *Licensee:* Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.28. *Massachusetts Cable Law*: Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.29. *Middleborough Community Cable Access Media (MCCAM)*: The municipal department designated by the Issuing Authority of the Town that is responsible for operating, programming, and managing the use of the PEG Access Channels in Town and reports annually to the Issuing Authority. MCCAM is overseen by the Permanent Cable Committee (PCC), which controls all financial disbursements from the PEG Access and Cable Related Fund to run MCCAM and all PEG Access Channels.

1.30. *Non-Cable Services*: Any service that does not constitute Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services and Telecommunications Services.

1.31. *PEG*: Public, educational, and governmental.

1.32. *PEG Access Channel*: An Access Channel made available to the Town and/or the PEG Access Designee for the presentation of PEG Access Programming pursuant to the terms of this License.

1.33. *PEG Access Designee*: Any entity designated by the Issuing Authority for the purpose of owning and/or operating the equipment and facilities used in the production and/or broadcast of PEG Access Channel programming for the Issuing Authority, including, but not limited to, any Access Corporation.

1.34. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this License, and applicable laws.

1.35. *Person*: Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.36. *Prime Rate*: The prime rate of interest as published in the *Wall Street Journal*.

1.37. *Public Access Channel*: An Access Channel made available by the Licensee for the non-commercial use by the residents in the Town and/or the PEG Access Designee.

1.38. *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements or any other easements or Rights-of-Way dedicated for compatible uses, and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the Town. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services. Reference herein to a "Public Right-of-

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.

1.39. *Service Area:* The entire existing territorial limits of the Town.

1.40. *State:* The Commonwealth of Massachusetts.

1.41. *Subscriber:* Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee’s express permission.

1.42. *Telecommunications Facilities:* Licensee’s existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.43. *Telecommunications Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.44. *Title II:* Title II of the Communications Act.

1.45. *Title VI:* Title VI of the Communications Act.

1.46. *Town:* The Town of Middleborough, Massachusetts.

1.47. *Transfer of the License:*

1.47.1. Any transaction in which:

1.47.1.1 an ownership or other interest in Licensee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Licensee is transferred; or

1.47.1.2 the rights held by Licensee under this License are transferred or assigned to another Person or group of Persons.

1.47.2. However, notwithstanding Sections 1.47.1.1 and 1.47.1.2 above, a Transfer of the License shall not include transfer of an ownership or other interest in Licensee to the parent of Licensee or to another Affiliate of Licensee; transfer of an interest in this License or the rights held by the Licensee under the License to the parent of Licensee or to another Affiliate of Licensee; any action which is the result of a merger of the parent of the Licensee; or any action which is the result of a merger of another Affiliate of the Licensee, except to the extent that any of the foregoing are determined to be a transfer of control pursuant to 207 CMR 4.01, in which case such transaction shall be subject to the Cable Division’s transfer regulations (207 CMR 4.00, et. seq.).

1.48. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20).

1.49. *Video Service Provider or VSP*: Any entity using, crossing, and/or occupying the Public Rights-of-Way to provide Video Programming to multiple Subscribers within the territorial boundaries of the Town, which entity the Issuing Authority has the lawful authority to regulate or otherwise control.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1. *Grant of Authority*: Subject to the terms and conditions of this Renewal License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This Renewal License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services.

2.3. *Term*: The term of this License shall be for a period of five (5) years, commencing on March 11, 2024 (the "Effective Date"), and shall expire at midnight on March 10, 2029, unless the License is earlier terminated by Licensee pursuant to the terms of Sections 2.4 or 2.5 of this License or revoked by the Issuing Authority as provided herein.

2.4. *Termination*: Notwithstanding any provision herein to the contrary, following the twenty-fourth (24th) month after the Effective Date, Licensee may terminate this License and all obligations hereunder at any time during the remaining term of this License for any reason, in Licensee's sole discretion, upon three hundred sixty five (365) days' written notice to the Issuing Authority.

2.5. *Modification:* If the Issuing Authority, after the Effective Date of this License, grants any written franchise, agreement, or license, or grants any other written and lawful authorization to a VSP to provide Video Programming to residents of the Town in the Service Area only using any portion of the Public Rights-of-Way that the Licensee believes is on terms more favorable or less burdensome, taken on the whole, than the terms in this License, the Issuing Authority and Licensee agree as follows:

(i) Upon Licensee's written notice to the Issuing Authority, Licensee and the Issuing Authority shall, within thirty (30) days of the Issuing Authority's receipt of such notice from the Licensee, commence good faith negotiations to discuss whether such additional written franchise, agreement, or license, or other written and lawful authorization is on terms more favorable or less burdensome, taken on the whole, than the terms in this License. If, after such discussions, the Licensee continues to believe that such additional written franchise, agreement, or license, or other written and lawful authorization is on terms more favorable or less burdensome, taken on the whole, than the terms in this License, the Issuing Authority and the Licensee shall commence good faith negotiations to lawfully amend this License to ensure that this License is not on terms less favorable or more burdensome, taken on the whole, than the terms in any such written franchise, agreement, license or other written authorization granted to a VSP.

(ii) In no case shall such modification herein be applicable to a VSP and/or other entity using crossing, and/or occupying the Public Rights-of-Way over which the Issuing Authority has no lawful authority to regulate or otherwise control.

(iii) If, after such good faith negotiations, the Issuing Authority and Licensee cannot reach agreement on possible amendment(s) to this License based on the criteria above, then, either party may submit this matter to an independent mediation firm.

2.6. *Grant Not Exclusive:* This License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this License. Any such rights which are granted after the Effective Date shall not be inconsistent with the rights granted under this License and shall not interfere with the existing facilities of the Cable System or the FTTP Network.

2.7. *License Subject to Federal and State Law:* This License is subject to and shall be governed by all applicable provisions of federal and State law and regulations as they may be amended, including but not limited to the Communications Act and the Massachusetts Cable Law.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this License, the Massachusetts

Cable Law or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this License or applicable law, or to require performance under this License, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of License:*

2.9.1. The provisions of this License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.10. *Police Powers:* Nothing in this License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers, provided that the Town shall not exercise its police powers in a manner that would result in a material alteration of the terms and conditions of this License. Any such police powers exercised by the Town in contravention of the preceding sentence shall be of no effect with respect to this License.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or by-laws which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:*

3.1.1. Subject to the issuance of all necessary permits by the Town, the Licensee shall continue to offer Cable Service to all residential households in the Town, except: (A) for periods of Force Majeure; (B) for periods of delay resulting from the Licensee's inability to obtain authority from the Town to access Public Rights-of-Way in the Service Area; (C) in developments or buildings that are subject to claimed exclusive arrangements with other cable providers; (D) in developments or buildings that the Licensee cannot access under reasonable terms and conditions after good faith negotiations, as determined in good faith by the Licensee; and (E) in developments, buildings or other residential dwelling units where the Licensee is unable

to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, or where the Licensee determines, in good faith, that providing such service is not commercially reasonable.

3.1.2. *Density Requirements for New Areas of the Town:* Subject to Section 3.1.1, Licensee shall not be obligated to make Cable Service available to new residential areas in the Town with less than ten (10) homes per aerial mile and fifteen (15) homes per underground mile with both measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2. *Availability of Cable Service:* Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Service Area in conformance with Section 3.1 and Licensee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Licensee provides Cable Service, Licensee shall be required to connect, at Licensee's expense, all residential dwelling units that are within two hundred (200) aerial feet and one hundred fifty (150) underground feet of trunk or feeder lines not otherwise already served by Licensee's FTTP Network. Licensee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed two hundred (200) aerial feet and one hundred fifty (150) underground feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* Subject to Section 3.1 and applicable law and regulation, if requested by the Issuing Authority pursuant to written notice to Licensee, Licensee shall provide one (1) Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority and set forth in **Exhibit A**. The parties shall adhere to the procedures and timelines in accordance with the FCC's 2019 Third Report and Order in the Matter of Implementation of Section 621 of the Cable Act (the "621 Order"), as such 621 Order may be amended from time to time.

4. SYSTEM OPERATION

The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. The jurisdiction of the Town over such Telecommunications Facilities is restricted by federal and state law, and the Town does not and will not assert jurisdiction over Licensee's FTTP Network in contravention of those limitations.

5. SYSTEM FACILITIES

5.1. *System Characteristics:* Licensee's Cable System shall meet or exceed the following requirements:

5.1.1. The Cable System shall be operated with an initial digital carrier passband of between 50 and 860 MHz.

5.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

5.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

5.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code and the National Electrical Safety Code.

5.1.5. The Cable System shall be capable of passing through stereo signals to Subscribers.

5.2. *Emergency Alert System:* Licensee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

5.3. *Parental Control Capability:* The Licensee shall comply with all applicable requirements of federal law governing Subscribers' capability to control the reception of any Channels being received on their television sets.

6. PEG ACCESS SERVICES AND SUPPORT

6.1. *PEG Access Channels:*

6.1.1. The Licensee shall continue to make available to the Town and/or the PEG Access Designee, as designated in writing by the Issuing Authority, three (3) SD PEG Access Channels on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel, for a total of four (4) PEG Access Channels.

6.1.2. In addition to the three (3) SD PEG Access Channel referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Town and/or the PEG Access Designee, as designed in writing by the Issuing Authority, as follows: Starting on the Effective Date, the Issuing Authority may make a written request for the HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make the HD PEG Access Channel available to Town or the PEG Access Designee within two hundred

and seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in the written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of the existing SD PEG Access Channel, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the License term. Only to the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

6.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p or 1080i. The Issuing Authority expressly acknowledges that in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

6.1.4. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. The Licensee reserves the right to make or change PEG Access Channel assignments in its sole discretion. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the PEG Access Designee, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Issuing Authority. In the event that the Town and/or the PEG Access Designee determine to use such PEG Access Channel capacity for PEG Access Channel purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

6.2. *PEG Access Interconnection:*

6.2.1. The Licensee shall, no later than six (6) months after the Effective Date, and subject to the completion of all necessary site preparation work by the Issuing Authority and/or the PEG Access Designee and provision of access to Licensee for equipment installation and provisioning, connect its Cable System to equipment owned by the Town and/or the PEG Access Designee at the PEG Access Studio at 1 South Main Street, Middleborough, MA ("Access Studio") for PEG Access video return to the Licensee's Subscribers. Until such time that said connection is made by the Licensee, Licensee shall continue to connect its Cable System to equipment owned by the Town and/or the PEG Access Designee at the site of the former PEG Access Studio at 10 Nickerson Avenue, Middleborough, MA for PEG Access video return to Licensee's Subscribers. The Licensee shall be responsible for interconnection at the Access Studio, including any approvals and/or costs arising therefrom (that are commercially reasonable); provided, however, that Licensee shall not be required to incur any costs to construct entrance facilities or interior pathway to the Access Studio for the purpose of laying fiber into the building.

6.2.2. The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall, except as otherwise provided above regarding the Access Studio connection, be required to pay Licensee for all direct costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or its PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is caused by the Town and initiated by the Issuing Authority or the PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or the PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority's express written consent, and subject further to Licensee's prior disclosure of such costs and prior consent to same by the Issuing Authority or its PEG Access Designee. Any upgrade or change referenced in subsections (i) through (iv) above required in order for PEG Access Channel cablecasting or PEG Access Channel programming as provided to Subscribers to meet a requirement of applicable law or regulation, including with respect to video or audio quality, shall not be deemed to be "initiated" by the Issuing Authority or the PEG Access Designee.

6.2.3. The demarcation point between the Licensee's signal processing equipment (which the Licensee shall own, install and maintain) and the Town's and/or PEG Access Designee's PEG Access equipment shall be at the output of the Town's signal processing equipment at the Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG Access Programming up to the demarcation point. The Town and/or the PEG Access Designee shall be solely responsible for ensuring all PEG Access Programming is inserted on the appropriate upstream PEG Access Channel. PEG Access Programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format for the SD PEG Access Channels and in HD-SDI format with a resolution of 720p or 1080i for the HD PEG Access Channel, with either mono or stereo audio signals. The Licensee shall not be obligated to provide the Town or the PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town's or PEG Access Designee's side of the demarcation point. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues.

6.3. *PEG Grant:*

6.3.1. The Licensee shall provide funding to the Issuing Authority and/or the PEG Access Designee, as directed by the Issuing Authority in writing, for PEG Access capital costs totaling Two Hundred Thousand Dollars (\$200,000.00) (the "PEG Grant"). The first payment of One Hundred Thousand Dollars (\$100,000.00) shall be made within forty-five (45) days of the Effective Date. The two subsequent payments of Fifty Thousand Dollars (\$50,000.00) each shall be made on the first and second anniversaries of the Effective Date, respectively.

6.3.2. Under no circumstances shall said PEG Grant payments required herein be counted against (i) the PEG Access Support payable to the Issuing Authority; (ii) applicable License Fees paid to the Town, the State and/or the FCC; and/or (iii) any other fees or payments required by applicable laws.

6.4. *PEG Access Support Funding and Payments:*

6.4.1. The Licensee shall provide annual funding to the Issuing Authority and/or the PEG Access Designee, as directed by the Issuing Authority in writing, to be used for cable-related funding and to support ongoing operations of PEG Access (the “PEG Access Support”). Such funding shall be used by the Town for cable-related purposes and/or by the PEG Access Designee for personnel, operating and other related expenses incurred in connection with PEG Access Programming operations.

6.4.2. The PEG Access Support provided by the Licensee hereunder shall be five percent (5%) of the Licensee’s annual Gross Revenues and shall be paid in accordance with Section 6.4.3 below; provided, however, that if the renewal license of another cable operator (or its successor or assign) in the Town, provides for such operator to pay a lower percentage during such time period, then the percentage of the Licensee’s PEG Access Support payments herein shall be reduced to match such lower percentage over that same time period.

6.4.3. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each such payment shall be accompanied by a Gross Revenues reporting form substantially in the form of **Exhibit B**. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, or shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. For purposes of this Section, the period for determining Gross Revenues shall be the preceding calendar quarter. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Licensee in accordance with FCC rules, regulations, standards or orders.

6.5. *PEG Access Channel Maintenance/Technical Standards/Performance Tests:* The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System’s commercial channels of similar format and resolution; provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the signal that it receives from the Town and/or the PEG Access Designee. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee’s most recent annual performance tests.

6.6. *Censorship:* The Licensee, the Town and the PEG Access Designee shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access Programming on the Cable System.

6.7. *PEG Operational Rules:* The Issuing Authority and/or the PEG Access Designee shall establish rules and regulations that require all local producers and users of any of the PEG Access facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The PEG Access Designee shall establish rules and regulations for use of PEG Access facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this License.

6.8. *Recovery of Costs:* To the extent permitted by federal law, the Licensee shall be allowed to recover from Subscribers the costs of the PEG Grant, the PEG Access Support and any other costs arising from the provision of PEG services and related payments and to include such costs as separately billed line items on each Subscriber's bill. Without limiting the foregoing, if allowed under State and federal laws, Licensee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6.9. *Late Payments:* In the event that any of the PEG Grant or the PEG Access Support is not paid on or before the due date set forth in this License for such payments, and such failure continues for a period of thirty (30) days after written notice thereof from the Issuing Authority to the Licensee, then interest shall accrue from the due date until the date paid at the rate equal to the lesser of (i) two percent (2%) per annum above the Prime Rate, or (ii) eighteen (18%) per annum, in either case compounded annually.

6.10. *Listing of PEG Access Programming On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide; however, the Licensee shall not be required to list the Town's PEG Access Channel program content titles on its electronic program guide.

6.11. *PEG Access Channel Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Channel programming "video-on-demand" (VOD) (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of providing PEG Access Channel programming VOD in the Town; however, the Licensee shall not be required to provide PEG Access Channel programming VOD in the Town.

6.12. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this License and

that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

7. LICENSE FEES

7.1. *License Fee:* Pursuant to Section 9 of the Massachusetts Cable Law, the Licensee shall pay to the Town, throughout the term of this License, a license fee equal to fifty cents (\$.50) per Subscriber per year (the “License Fee”).

7.2. *Maximum License Fee Obligation:* The Licensee shall not be liable for a total License Fee, pursuant to this License and applicable law in excess of five percent (5%) of annual Gross Revenues and in accordance with the definition of the term Franchise Fee and the five percent (5%) cap on Franchise Fee(s) as set forth in Section 622 of the Communications Act, 47 U.S.C. 542 and FCC regulations and orders pursuant thereto.

7.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this License.

7.4. *Limitation on Actions:* The period of limitation for recovery of any payment obligation under this Agreement shall be three (3) years from the date on which payment by Licensee is due.

7.5. *Method of Payment:* All License Fee payments by the Licensee to the Town pursuant to this License shall be made payable to the Town and deposited into the PEG Access and Cable-Related Fund.

8. CUSTOMER SERVICE

8.1. *Standards:* The Licensee shall comply with the FCC’s cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting. A copy of 47 C.F.R. § 76.1603 as of the Effective Date is attached as **Exhibit C**.

8.2. *Bill Payment Office; Equipment Pick-Up:* The Licensee shall have a location reasonably convenient to the Town that will be open during Normal Business Hours and accessible to Subscribers to make bill payments. For Subscriber equipment pick-up, the Licensee will provide for one or more of the following methods: (i) the Licensee’s representative(s) shall visit the Subscriber’s premises to pick-up or exchange Subscriber equipment, (ii) using a mailer,

or (iii) establishing a reasonably convenient location for the pick-up and exchange of Subscriber equipment.

8.3. *Denial of Service:* Nothing in these standards shall limit the right of the Licensee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Licensee's equipment, abusive and/or threatening behavior toward the Licensee's employees or representatives, or refusal to provide credit history information or refusal to allow the Licensee to validate the identity, credit history and credit worthiness via an external credit agency, or failure to abide by Licensee's terms and conditions of service.

8.4. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

9. REPORTS AND RECORDS

9.1. *Open Books and Records:* Upon reasonable written notice to the Licensee and with no less than thirty (30) business days written notice to the Licensee, the Issuing Authority shall have the right to inspect Licensee's books and records pertaining to Licensee's provision of Cable Service in the Town at an office of Licensee during Licensee's regular business hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this License. Such notice shall specifically reference the section or subsection of this License which is under review, so that Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. Licensee shall not be required to maintain any books and records for License compliance purposes longer than three (3) years. If the Licensee believes that the requested information is confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with public records laws to protect the confidential nature of any books, records, maps, plans or other requested documents that are provided to the extent they are designated as such by the Licensee in accordance herewith, including without limitation, cooperating with the Licensee's exercise of its rights to protect its confidential information from public disclosure. The Issuing Authority shall treat any information disclosed by Licensee as confidential and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

9.2. *Records Required:* Licensee shall at all times maintain:

9.2.1. Records of all written Complaints for a period of three (3) years after receipt by Licensee;

9.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.2.5. A map showing the area of coverage for the provisioning of Cable Services.

9.3. *Additional Reports:* Upon written request by the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

9.4. *Proof of Performance Tests:* Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

9.5. *Annual Performance Review:* The Issuing Authority may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this License. The Issuing Authority shall provide the Licensee with thirty (30) days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

9.6. *Quality of Service:* If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then, after notice to Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

10. INSURANCE AND INDEMNIFICATION

10.1. *Insurance:*

10.1.1. Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following insurance coverage:

10.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury and six

million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town.

10.1.1.2. Automobile Liability Insurance in the amount of six million dollars (\$6,000,000) combined single limit each accident for bodily injury and property damage coverage.

10.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: \$100,000; and (B) Bodily Injury by Disease- each employee: \$100,000; \$500,000 disease-policy limit.

10.1.1.4. The Town shall be included as an additional insured as their interests may appear under this License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

10.1.2. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

10.1.3. Upon receipt of notice from its insurer(s), Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

10.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the State of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

10.1.5. Upon written request, Licensee shall deliver to the Issuing Authority Certificates of Insurance showing evidence of the required coverage.

10.2. *Indemnification:*

10.2.1. Licensee shall indemnify and hold the Town, its officials, boards, committees, commissions, agents and employees harmless at all times during the term of this License from any and all claims, suits and actions for injury and damage to persons or property, both real and personal, caused by the installation, operation, or maintenance of the Cable System. The Town shall provide the Licensee with written notice of a claim, suit or action for which it seeks indemnification under this Section 10.2 within a reasonable time after receipt of such claim, suit or action; provided that in any event the Town shall provide the Licensee with such written notice within a period of time that does not prejudice the Licensee's ability to respond, dismiss or defend the claim or action. Notwithstanding the foregoing, Licensee shall not indemnify the Town for any damages, liability or claims resulting from the willful misconduct or negligence of the Town, its officers, agents, employees, attorneys, consultants, independent contractors or third

parties or for any activity or function conducted by any Person other than Licensee in connection with PEG Access or EAS, or the distribution of any Cable Service over the Cable System.

10.2.2. With respect to Licensee's indemnity obligations set forth in Section 10.2.1, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Town from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the Town and the Town does not consent to the terms of any such settlement or compromise, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

10.3. *Performance Bond.* Licensee shall provide to the Town, and shall maintain throughout the term of this License, a performance bond in the Town's favor in the amount of Fifty Thousand Dollars (\$50,000) securing the performance of Licensee's obligations under this License. The performance bond shall be substantially in the form of **Exhibit D** attached hereto. In the event that a performance bond provided pursuant to this License is not renewed or is cancelled, Licensee shall provide new security pursuant to this Article within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of Licensee to file a replacement bond or replacement security for its obligations under this License, shall constitute a loss to the Town recoverable under the bond.

11. TRANSFER OF THE LICENSE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the License shall occur without the prior consent of the Issuing Authority, provided that such consent shall not be unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application and forms therefore as provided by the FCC and the Cable Division. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this License or the Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.47 above. In the event of a Transfer of the License, the transferee shall be subject to the terms and conditions contained in this License.

12. RENEWAL OF LICENSE

12.1. *Governing Law:* The Town and Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this License shall be governed by and comply

with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546 and applicable provisions of the Massachusetts Cable Law and Section 14.12 below.

12.2. *Needs Assessments*: In addition to the procedures set forth in Section 626 of the Communications Act, the Town shall notify Licensee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Licensee under the terms of this License. Such assessments shall be provided to Licensee by the Town such that Licensee has adequate time to submit a proposal under Section 626 of the Communications Act and complete renewal of this License prior to expiration of its term.

12.3. *Informal Negotiations*: Notwithstanding anything to the contrary set forth herein, Licensee and the Town agree that at any time during the term of the then current License, while affording the public appropriate notice and opportunity to comment, the Town and Licensee may agree to undertake and finalize informal negotiations regarding renewal of the then current License and the Issuing Authority may grant a renewal thereof.

12.4. *Consistent Terms*: Licensee and the Town consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626 of the Communications Act.

13. ENFORCEMENT AND TERMINATION OF LICENSE

13.1. *Notice of Violation*: If at any time the Issuing Authority believes that Licensee has not complied with the terms of this License, the Issuing Authority shall informally discuss the matter with Licensee, however the Issuing Authority reserves the right to inform Licensee in writing prior to informal discussions. If these discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

13.2. *Licensee’s Right to Cure or Respond*: Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Issuing Authority, if Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the Issuing Authority of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the Town shall provide Licensee with written confirmation that such cure has been effected.

13.3. *Public Hearing*: In the event that Licensee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or in the event that the alleged noncompliance is not remedied within thirty (30) days or the date projected pursuant to Section 13.2(iii) above, if the Town seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide Licensee at least thirty (30) business days prior written notice of such public hearing,

which will specify the time, place and purpose of such public hearing, and provide Licensee the opportunity to be heard.

13.4. *Enforcement:* Subject to applicable federal and State law, in the event the Issuing Authority, after the public hearing set forth in Section 13.3, determines that Licensee is in default of any provision of this License, the Issuing Authority may:

13.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.4.2. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

13.4.3. Commence an action at law for monetary damages or seek other equitable relief; or

13.4.4. In the case of a substantial noncompliance of a material provision of this License, seek to revoke this License in accordance with Section 13.5.

13.5. *Revocation:* Should the Issuing Authority seek to revoke this License after following the procedures set forth in this Article, including the public hearing described in Section 13.3, the Issuing Authority shall give written notice to Licensee of such intent. The notice shall set forth the specific nature of the noncompliance. The Licensee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Issuing Authority has not received a satisfactory response from Licensee, it may then seek termination of this License at a second public hearing. The Issuing Authority shall cause to be served upon the Licensee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke this License.

13.5.1. At the designated public hearing, Licensee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.5.2. Following the second public hearing, Licensee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Issuing Authority in writing and thereafter the Issuing Authority shall determine (i) whether an event of default has occurred under this License; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Licensee. The Issuing Authority shall also determine whether it will revoke this License based on the information presented, or, where applicable, grant additional time to the Licensee to effect any cure. If the Issuing Authority determines that it will revoke this License, the Issuing Authority shall promptly provide Licensee with a written determination setting forth the Issuing Authority's reasoning for such revocation.

Licensee may appeal such written determination of the Issuing Authority to the Cable Division or to an appropriate court, which shall have the power to review the decision of the Issuing Authority *de novo*. Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Licensee's receipt of the written determination of the Issuing Authority.

13.5.3. The Issuing Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce the Issuing Authority's rights under this License in lieu of revocation of this License.

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties:* In any action by the Town or Licensee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns.

14.3. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

14.4. *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 held in violation or default during the continuance of such inability. Furthermore, the parties hereby agree that it is not the Town's intention to subject Licensee to penalties, fines, forfeitures or revocation of this License for violations of this License where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

14.5. *Delivery of Payments:* The Licensee may use electronic funds transfer to make any payments to the Town required under this License.

14.6. *Notices:* Unless otherwise expressly stated herein, notices required under this License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

Notices to Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

Notices to the Issuing Authority shall be mailed to:

Middleborough Town Hall
10 Nickerson Avenue
Middleborough, MA 02346
Attention: Select Board

with a copy to:

Permanent Cable Committee (PCC)
1 South Main Street
Middleborough, MA 02345

14.7. *Entire Agreement:* This License and the Exhibits hereto constitute the entire agreement between the parties, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof.

14.8. *Amendments:* Amendments or modifications to this License shall be mutually agreed to in writing by the parties, unless otherwise specified herein.

14.9. *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.10. *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such

determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this License.

14.11. *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.12. *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, surrender, denial of renewal of this License or any other action to forbid or disallow Licensee from providing Cable Services, shall Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, surrender, denial of renewal or any other action to forbid or disallow Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Agreement.

14.13. *Interpretation*: The Issuing Authority and Licensee each acknowledge that it has received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.14. *No Third Party Beneficiary*: Nothing in this License shall be construed to create or confer any rights or benefits to any third party.

14.15. *Jurisdiction*: Jurisdiction and venue over any dispute, action or suit arising out of this License shall be in a federal or State court of appropriate venue and subject matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

14.16. *Counterparts*: This License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this License.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS 11th DAY OF MARCH, 2024.

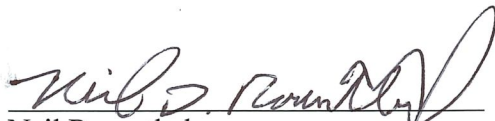
TOWN OF MIDDLEBOROUGH
By its Select Board:



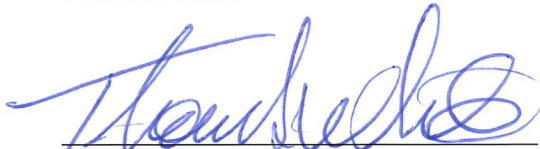
Mark Germain, Chair



Brian Giovanoni, Vice-Chair



Neil Rosenthal



Thomas White

Approved as to Legal Form



Robert Treano
Counsel for Town

VERIZON NEW ENGLAND INC.

By: _____
Paul Sullivan, Region President –
Consumer and Mass Business
Markets

Approved as to Form

Pamela N. Goldstein
Associate General Counsel
Verizon Law Department

AGREED TO THIS 11th DAY OF MARCH, 2024.

TOWN OF MIDDLEBOROUGH
By its Select Board:

Mark Germain, Chair

Brian Giovanoni, Vice-Chair

Neil Rosenthal

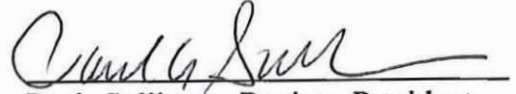
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Approved as to Legal Form

Robert Treano
Counsel for Town


VERIZON NEW ENGLAND INC.

By:



Paul Sullivan, Region President –
Consumer and Mass Business
Markets

Approved as to Form



Pamela N. Goldstein
Associate General Counsel
Verizon Law Department
3/11/24

EXHIBITS

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE
(SUBJECT TO SECTION 3.3)

EXHIBIT B – OPERATING FUNDING GROSS REVENUES REPORTING FORM

EXHIBIT C – CUSTOMER SERVICE

EXHIBIT D – FORM OF PERFORMANCE BOND

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE (SUBJECT TO SECTION 3.3)

High School	71 East Grove Street
Nichols Middle School	112 Tiger Drive
School Street School	6 School Street
Central Offices - School (Flora Clark)	30 Forest Street
Lincoln D Lynch School	41 Union Street
Burkland School	41 Mayflower Ave
Mayflower School	31 Mayflower Ave
Town Hall	10 Nickerson Ave
Town Hall Annex	20 Center Street
Central Fire Station	125 North Main Street
South Fire Station	566 Wareham Street
North Fire Station	58 Bedford Street
Police Department	350 Wood Street
Library	102 North Main Street
Gas and Electric	32 South Main Street
Department of Public Works	68 Sachem Street
Council on Aging	558 Plymouth Street
Parks Department	26 Jackson Street
MCCAM	1 South Main Street
Sewage Treatment Plant	70 Joe Ciaglo Way
Battis Field	26 Jackson Street
Early Childhood Center	219 North Main Street
Pierce Building	99 North Main Street
Oliver Estate	445 Plymouth Street
Soule Homestead	46 Soule Street
Animal Shelter	50 Joe Ciaglo Way
Pumping Station	55 East Grove Street
Green School	251 East Main Street
Gas Department	2 Vine Street
Gas and Electric	37 Wareham

**EXHIBIT B
GROSS REVENUES REPORTING FORM**

PEG Report 1st Quarter [YEAR]

Town of Middleborough

Verizon – fBA

MA

PEG Fee Rate: 5%

	MONTH	MONTH	MONTH	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. PayPer View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
License Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts subject to PEG Fee Calculation				
PEG Access Support Funding Before Adjustment				
Adjustment				
PEG Access Support Funding				

EXHIBIT C
CUSTOMER SERVICE

47 C.F.R. § 76.309 Customer service obligations.

(c) Cable operators are subject to the following customer service standards:

(1) Cable system office hours and telephone availability —

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

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

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

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

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

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

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

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

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

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

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

installation activities outside of normal business hours for the express convenience of the customer.)

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

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

(3) Communications between cable operators and cable subscribers —

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

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

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

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

(4) Definitions —

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

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

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

EXHIBIT D
FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Obligee), in the full and just sum of _____ Thousand Dollars (\$____,000), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a License Agreement dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Obligee has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective _____, 20____, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Obligee.

Exhibit D

Town of Middleborough
Cable Television Renewal License – March 11, 2024

