

A G R E E M E N T

This license agreement entered into as of this 11th day of May, 1998, by and between Cablevision of Boston, Inc., a corporation organized under the laws of the State of Delaware and Thomas M. Menino, Mayor of the City of Boston and Issuing Authority for the award of cable television licenses under Chapter 166A of the Massachusetts General Laws:

W I T N E S S E T H

WHEREAS, on December 15, 1982 the Issuing Authority of the City of Boston Limited Partnership pursuant to Chapter 166A of the Massachusetts General Laws, as amended, granted to Cablevision of Boston a nonexclusive revocable license ("License") to construct, install, operate and maintain a Cable Television System within the City of Boston;

WHEREAS, on January 23, 1995 the Issuing Authority formally notified Licensee that the City would start a renewal process pursuant to 47 U.S.C. § 546;

WHEREAS, on December 15, 1995 the Issuing Authority approved the transfer of the License from Cablevision of Boston Limited Partnership to Cablevision of Boston, Inc.;

WHEREAS, in April, October and November, 1996 the City of Boston conducted public hearings in connection with its ascertainment process;

WHEREAS, the Issuing Authority issued a Report and Request for Renewal of the Boston Cable Television Franchise ("RFP") setting forth the City of Boston's goals and specifications for the construction, installation, operation and maintenance of a Cable Television System on August 22, 1997;

WHEREAS, on November 5, 1997, Cablevision of Boston, Inc., by filing a response to the City's RFP along with Massachusetts Cable Television Commission Form 100, applied to the Issuing Authority for a Renewal License to construct, install, operate and maintain a Cable Television System in the City;

WHEREAS, the Issuing Authority, after duly published notice, held a public hearing on February 3, 1998 to consider Licensee's proposal for this Renewal License;

WHEREAS, the Issuing Authority after consideration, analysis and deliberation, approved the technical ability, financial qualifications and character of Cablevision of Boston, Inc.; and

WHEREAS, the Issuing Authority has determined that it is in the best interest of the City of Boston to grant a Renewal License to Cablevision of Boston, Inc.;

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

SECTION 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.

"Affiliate" means any person that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with Licensee.

"Application" means the document and amendments thereto, entitled "Proposal For License Renewal Response To City Of Boston RFP" submitted November 5, 1997, by Cablevision of Boston, Inc., and documents in the public record that constitute clarifications thereto, and the transcripts of public hearing conducted by the Issuing Authority on February 3, 1998.

"Boston Resident" means an individual whose actual principal residence, that is, where he normally eats, sleeps and maintains his personal and household effects, is located in the City of Boston.

"Cable Communications Policy Act of 1984" OR "CCPA" means the Federal Act, effective on December 30, 1984 and codified at 47 U.S.C. § 521 et. seq., as amended.

"Cable Modem Service" means any service offered by Licensee to subscribers whereby subscribers will receive access to the Internet through a modem connected to the Cable Television System.

"Cable Television System" or "System" means the cable system within the meaning of 47 U.S.C. § 522(7), as amended, to be owned, constructed, installed, operated and maintained within the City of Boston by the Licensee for the provision of broadband telecommunications services within said City in accordance with the terms and conditions of this Renewal License.

"Cable Service" means (a) the one-way transmission to subscribers of (i) Video Programming or (ii) other programming service and (b) subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.

"Channel" means a portion of the electromagnetic spectrum which is used in a cable system and which is capable of delivering a television channel (as television is defined by FCC regulation).

“City” or "City of Boston" means the municipal corporation organized under the laws of the Commonwealth of Massachusetts and its corporate territorial limits as they exist upon the execution of the Renewal License.

"Commercial Channel" means any channel, or portion thereof, available for lease pursuant to the terms set forth in 47 U.S.C. § 532 for programming by persons other than Licensee."

“Commission” means the Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

“Downstream Channel” means a channel. over which signals travel from a System hub to an authorized recipient of programming.

"Educational Access" means the right or ability of any person to use designated facilities, equipment or channels for educational access within the meaning of 47 U.S.C. § 522(16)(A).

"FCC" means the Federal Communications Commission or any successor agency.

"Foundation” means the independent, non-profit corporation known as the Boston Community Access and Programming Foundation, Inc.

"Gross Revenue" means consideration of any form or kind derived by Licensee from the carriage of Signals over the Cable Television System. If the FCC issues a final order which classifies Cable Modem Service as a Cable Service subject to Title VI regulation, the City shall have the right, but not the obligation, to have the revenue from the Cable Modem Service included in this definition of Gross Revenue, provided that in no event shall revenue from the lease or sale of cable modems be included.

"Households" means all occupied individual dwellings, lodging houses, residences, apartments, condominiums, cooperative buildings, dormitories, and all other residential dwelling units located in the City of Boston upon the execution of the Renewal License or at anytime in the future.

"Interactive Service" means any service that offers to Subscribers the capability of both transmitting and receiving signals of any kind.

“Issuing Authority" means the Mayor of the City of Boston.

"Licensee" means Cablevision of Boston, Inc. or any successor or transferee in accordance with the terms and conditions of this Renewal License.

“Local Origination Programming” or “Local Origination" means programming produced or acquired by Licensee for transmission by Licensee to Subscribers in Boston. Such programming shall include live, taped or alphanumeric programming.

“Minority” means an individual who is Black, Hispanic, Asian or Native American, female and all other recognized minority groups.

“Minority Business” means any business organization in which at least fifty-one percent (51%) of the beneficial ownership is held by or one or more minorities.

“Monitoring” means observing a cable communications signal, or the absence of same, where the observer is not the Subscriber whose signal is being observed, whether the signal is observed by visual, aural or other electronic means.

“Multichannel Video Programming Provider” means a person who makes available for purchase, by subscribers to customers, multiple channels of video programming.

"Municipal Access" means the right or ability of the City, the Issuing Authority or his designee to use designated facilities, equipment or channels of the Cable Television System for governmental access within the meaning of 47 U.S.C. § 522 (16)(A).

"Pay-Cable" or "Pay-Cable Services" means programming delivered for a fee or charge to Subscribers on a per-channel basis, in addition to the fee or charge to Subscribers for the Basic Service.

"Pay-Per-View" or "Pay-Per-View Services" means programming delivered for a fee or charge to Subscribers on a per-program basis, in addition to the fee or charge to Subscribers for the Basic Service.

"Person" means any individual, firm, corporation, joint venture, partnership, association, Public Institution or any other legally recognized entity.

"Programming" means any video, audio, text or data coded signals carried over the Cable Television System.

“Public Access” or “Community Access” means the right or ability of any person to use designated facilities, equipment or channels of the Cable Television System for public access within the meaning of 47 U.S.C. § 522(16)(A).

“Public Improvement Commission" means the Public Improvement Commission of the City of Boston.

"Public Institution" means any building 1) which as of the date of this Agreement has received a connection to the Cable Television System without charge as a result of a City designation or 2) any building listed on Schedule 1 hereto.

“Public Institutional Network” or “PIN” means the four hundred Megahertz (400 MHz) single trunk, bi-directional network which parallels the trunk distribution system design of the

Subscriber Network as more particularly described in the cable television license issued by the Issuing Authority on December 15, 1982.

"Public Ways And Places" means the surface of and the space above and below any and all public ways and places in the City of Boston, including without limitation all public streets, ways, lanes, alleys, parkways, bridges, tunnels, freeways or highways and all property with respect to which the City has, or hereafter acquires, an easement or right-of-way.

"Public Works Department" or "Public Works" means the Public Works Department of the City of Boston.

"Renewal License" means the non-exclusive Cable Television License to be granted to Licensee by this instrument.

"Request For Proposals" or "RFP" means the document entitled "Request for Renewal of the Boston Cable Television Franchise" issued August 22, 1997 by the Issuing Authority.

"Residential Subscriber" means any purchaser of any . programming transmitted to an individual dwelling unit, and not primarily utilized in connection with a business, trade or profession.

"Sales Route" means the geographic area within the System limited to one (1) distribution leg of an amplifier.

"Signal" means any transmission of electromagnetic or optical energy which carries Video Programming from one location to another.

"Subscriber" means a person authorized to receive programming.

"Subscriber Network" means the bi-directional cable television system to be operated by Licensee and designed principally for the delivery of services to Residential Subscribers.

"Upstream Channel" means a channel over which signals travel from an authorized location other than a System hub to a System hub.

"User" means any person other than Licensee who utilizes System studio or channel facilities, with or without charge.

"Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2

GRANT OF RENEWAL LICENSE

Section 2.1 Grant of Renewal License

PURSUANT to Chapter 166A of the Massachusetts General Laws, as amended, pursuant to 207 CMR 3.05 *et seq.*, and subject to the terms and conditions set forth herein, the Mayor of the City of Boston, as the ISSUING AUTHORITY of the City, hereby grants a non-exclusive license to Cablevision of Boston, Inc. AUTHORIZING and permitting Licensee, acting pursuant to the rules and regulations of the Public Improvement Commission to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the public ways and places within the City of Boston for the purpose of reception, transmission, collection, amplification, origination, distribution or redistribution of audio, video or other signals and for the provision of broadband telecommunication services in accordance with the laws of the United States of America and The Commonwealth of Massachusetts. In exercising rights pursuant to said license, Licensee shall not endanger or interfere with the lives of persons, interfere with any installations of the City, any public utility serving the City or any other person permitted to use public ways and places, nor unnecessarily hinder or obstruct the free use of public ways and places. Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of public ways and places. Disputes between Licensee and other parties regarding use of public ways and places shall be resolved in accordance with special laws or City ordinances.

Section 2.2 Term of Renewal License

The term of the Renewal License shall commence upon its execution by the Issuing Authority and Licensee and shall continue for a period of ten (10) years thereafter, unless sooner terminated as provided herein.

Section 2.3 Transfer and Assignment of Renewal License

To the extent required by G.L. c. 166A § 7, this Renewal License or control thereof shall not be transferred, assigned, or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person holding such license to any other person, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefor as provided by the Commission and on forms to be prescribed by the Commission. The application for consent to a transfer or assignment shall be signed by Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with such application. The consent of the Issuing Authority to a transfer or an assignment of this Renewal License shall not be given if it appears from the application or from subsequent investigation or otherwise that the consideration being paid in the proposed transaction includes a substantial payment for this Renewal License granted hereafter, or if the transferee or assignee is not willing to re-execute Licensee's contract with the Foundation as may be required by the Issuing Authority.

Section 2.4 Non-Exclusivity of Grant

(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 streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the City of Boston; or the right of the Issuing Authority or the City to permit the use of the public ways and places of the City for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses and the City's right to permit such issues.

(b) Any additional cable television license(s) will be granted on terms and conditions which are substantially the same as those contained in this Renewal License, with respect to the following provisions, provided, however, that the provisions governing Construction Schedule (including Universal Service); Local Origination Programming; Line Extension; and School and Municipal Connections in any additional licenses shall be implemented within time periods that are substantially the same as those provided for in the December 15, 1982 License granted by the City of Boston to Cablevision of Boston Limited Partnership; provided further that the time period respecting said provisions for any subsequent licensee shall be measured from the earlier of the execution of:

- 1) an Open Video System Agreement with the City; or
- 2) a cable television license issued by the City.

Construction Schedule Obligations (§§ 3.2 and 14.14(1))
Customer Service Standards
Emergency Alert Systems
Employment
General Categories of Programming (§ 6.2)
Indemnification
Insurance
Local Origination Programming
Late Payments
Letter of Credit
License Fees (Including PEG Access - Operating Support)
Line Extension
Liquidated Damages
Schools and Municipal Connections
Notifications
Office
PEG Access Channels
PEG Access - Equipment
Performance Bonds
Performance Evaluation Sessions
Public Hearings
Public Improvement Commission Policies
Registration of Vehicles
Reports

Subscriber Rights
Technical Performance Standards & Tests
Underground Facilities (§ 3.16)

(i) In the event the Licensee believes that any additional cable television license has been granted on terms and conditions which are not substantially the same as those contained in the Renewal License, or such terms are not enforced in substantially the same manner as those in the Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing. Such hearing may be conducted by a Special Master appointed by the City from the panels at the American Arbitration Association. At said public hearing, the Licensee shall be provided an opportunity to demonstrate that any such additional cable television license(s) are on terms and conditions which are not substantially the same as those contained in this Renewal License, or are not being enforced in the same manner. The Special Master shall have authority to allow any other Licensee an opportunity to present evidence.

(ii) The Special Master shall make nonbinding findings and recommendations to the City respecting the requests for relief by the Licensee. The Issuing Authority shall issue a written decision with reasons therefor within ten days after receipt of the Special Master's recommendation.

(iii) If the Issuing Authority finds that any such additional cable television license(s) have been granted on terms and conditions which are not substantially the same, or are not being enforced in substantially the same manner, the Issuing Authority shall, no later than 120 days after Licensee's request for a hearing, take action to rectify said differences, by amending this Renewal License so that its terms are substantially the same as those of any additional license(s), or enforcing the Terms in the same manner with respect to any additional Licensee, as applicable. This paragraph shall be subject to judicial review and specific performance.

(iv) The Licensee shall reimburse the City for the Special Master's fees and expenses and court stenographer fees incurred in connection with the Special Master's review of the Licensee's request.

(c) In the event that a Multichannel Video Programming Provider, which is not in any way an Affiliate of the Licensee, hereafter provides Video Programming to residents of the City, and is not required by applicable law to be licensed by the Issuing Authority or does not have a written agreement with the Issuing Authority regarding the providing of such Video Programming, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the provision of such Video Programming by that Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the City, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its claim of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its claim. The Issuing Authority may designate a Special Master to conduct such hearing in accordance with Section 2.4(b)(i) and (ii). The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 15.2 *infra*. Any financial data presented to the City in connection with this Section, whether historical performance data or future projections shall relate solely to the City of Boston. Any future financial projections shall be constructed using the same methodology as the financial reports on historical performance.

(ii) If the Issuing Authority finds that the Video Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the City and the Licensee cannot reasonably remediate such negative impact through its own business practices, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License, subject to the following:

(1) The parties hereto agree that the following services, facilities, funding and/or fees are of great importance to the City and, as a result, in any such good faith negotiations, the City and, the Licensee shall use their best efforts to preserve the provision of such services, facilities, funding and/or fees and, to this end, shall only negotiate amendments regarding any such services, facilities, funding or fees as a last resort in any such good faith negotiations. Said services, facilities, funding or fees include the following:

- (i) Section 7.3 ("Free Connections to the Basic Service");
- (ii) Section 6.9 ("Cable Modem Service to Schools and Libraries");
- (iii) Section 8.1 ("License Fees Entitlement");
- (iv) Section 11 ("Support for Public, Educational &

Government Access").

(2) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(c) above.

(3) As of the Effective Date of this Renewal License, the parties hereto agree that any potential Multichannel Video Programming Provider(s), which are not in any way an Affiliate of the Licensee, and are currently providing Video Programming to residents in the City, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the City.

(d) In the event the Issuing Authority receives a request for a license for a portion of the City from a non-profit institution ("Institution") for the provision of Cable Television Service on a non-commercial basis to persons associated with such Institution, Licensee shall, upon request of the Issuing Authority, waive the provisions of paragraph 2.4(b) above.

Section 2.5 Police and Regulatory Powers Reserved

In executing this Renewal License, Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public, including all powers granted pursuant to Chapter 50, § 3 of the Acts of 1854 as from time to time amended. Licensee shall comply with all applicable laws and ordinances enacted by the City pursuant to any such power. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in favor of the latter.

Section 2.6 Right of Condemnation Reserved

Nothing in this Renewal License shall limit any right the City may have to acquire by eminent domain or otherwise any property of Licensee; provided, however, that any such acquisition shall be for a price that values Licensee's property at fair market value.

Section 2.7 Removal or Abandonment

To the extent required by G.L. c. 166A § 5(f), upon termination of this Renewal License by passage of time or otherwise, Licensee shall remove its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the public ways and places and shall restore the areas to their original condition unless (a) said transmission and distribution systems are activated and deployed for a duly authorized purpose or (b) Licensee transfers the Cable Television System to a subsequent Licensee approved by the Issuing Authority. Such removal shall be made with the supervision of the Public Works Department. If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned. Such property may then be removed at the option of the Commissioner of Public Works at Licensee's expense less any recoverable salvage value.

Section 2.8 Governing Requirement

At all times during the term of this Renewal License, Licensee shall comply with all laws, rules or regulations of the municipal, state or federal governments, their regulatory agencies or commissions which are now applicable or may be applicable hereafter to the construction, installation, operation or maintenance of the System, including without limitation, all special laws, ordinances, or regulations now in force or hereafter enacted. Nothing herein shall be deemed a waiver of Licensee's right to challenge the validity of any such law, rule or regulation.

SECTION 3

CONSTRUCTION AND INSTALLATION

Section 3.1 General

Licensee shall meet or exceed the construction schedule set forth herein and, in addition, shall meet or exceed any construction schedule or deadline required by law or regulation, including G.L. c. 166A §§ 5(m) and (n). No construction, installation or relocation of the System or any part thereof, within the public ways and places, shall be commenced until the required written permits have been issued by the proper City officials, except in emergency situations in which case Licensee shall be subject to the emergency permit procedures as set forth in Schedule 3 attached hereto and made a part hereof. As a condition of any permits so issued, such officials may impose such conditions and regulations, including without limitation the rules and regulations set forth in Schedule 3, as are necessary for the purpose of protecting any structures in such streets, proper restoration of such streets and structures, protection of the public or the continuity of pedestrian or vehicular traffic. The Issuing Authority shall endeavor to expedite the issuance of such permits.

Section 3.2 Construction Schedule

(a) Licensee shall construct the HFC System described in Section 5.1 hereof in accordance with the following schedule:

	1998				1999				
	2 nd QTR	3 rd QTR	4 th QTR	TOTAL	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL
Aerial Rebuild (Street Miles)			50.8	50.8	37.6	37.6	37.6	37.7	150.5
Underground Rebuild (Street Miles)			9.3	9.3	13.6	13.6	13.6	13.6	54.4
Homes Passed			12,293	12,293	18,435	18,436	18,436	18,436	73,743

	2000					2001					
	1 st QTR	2 nd QTR	3 rd QTR	4 th QTR	TOTAL	1 st QTR	2 nd TR	3 rd QTR	4 th QTR	TOTAL	TOTAL
Aerial Rebuild (Street Miles)	43	43	43	44	173	22.7	22.7	23		68.4	44
Underground Rebuild (Street Miles)	36	36	36	36.4	144.4	24	24	23.5		71.5	27
Homes Passed	24,983	24,982	24,983	24,982	99,930	25,801	25,801	25,803		77,405	26

(b) Licensee shall provide service to all residences without additional charge, provided that said residences can be constructed at a cost less than or equal to Licensee's average cost per home in the City. To conform with the requirements of this section, Licensee shall

report to the Issuing Authority, on an annual basis, the number of homes in said neighborhoods, with an estimate of the projected cost, on a per home basis, to bring service to said area(s). All other homes shall be constructed pursuant to Section 3.3 *infra*.

Section 3.3 Line Extension

a) LINE EXTENSION POLICY FOR NONCOMMERCIAL ESTABLISHMENTS

Licensee's obligation to extend its cable television system shall be limited to those streets in which Licensee's costs of construction, exclusive of converter and drop, is no greater than \$500 per Household, unless prospective subscribers within said streets agree to pay all additional costs in excess of said amount. Licensee may, in its sole discretion, waive the excess charges if it deems it commercially desirable.

b) LINE EXTENSION FOR COMMERCIAL ESTABLISHMENTS

Licensee shall make cable television service(s) available to all commercial establishments in the City, along its cable routes; provided, however, that all costs of providing service to such establishments shall be paid by the prospective commercial Subscriber.

c) BHA EXEMPTION

In no case shall this Section 3.3 apply to BHA developments and individual apartments.

Section 3.4 Completion of Construction

Licensee shall complete construction no later than September 30, 2001.

Section 3.5 New Construction

Licensee shall wire residential buildings that are being constructed or undergoing substantial reconstruction at the same time that the System is being constructed to the extent practical and permitted by law.

Section 3.6 Residents' Notification Plan

Licensee shall give thirty (30) days advance notice of construction to all residents through messages inserted in monthly statements, notices published in community newspapers as well as the Boston Globe or Boston Herald and notification on one channel on the Cable Television System. Licensee shall provide residents with notice of a community meeting to be scheduled in conjunction with the Office of Cable Communications for the purpose of discussing construction. Licensee shall provide notice of construction through doorknob hangers twenty-four (24) to forty-eight (48) hours in advance of construction.

Section 3.7 Extension of Time

Upon written application by Licensee to the Issuing Authority at least fifteen (15) days prior to any construction deadline set forth in Section 3.2 above, the Issuing Authority shall grant a reasonable extension of time; provided, however, that such written application sufficiently states and documents that the need for such delay is for good cause and is due to circumstances beyond the reasonable control of Licensee.

Section 3.8 Safety Standards

Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the National Cable Television Standard Code, Bell Telephone Systems Code of Pole Line Construction, the rules and regulations of the Commission and the Federal Communications Commission, all building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter.

Section 3.9 Design Plans

Licensee shall submit all System design plans to the Issuing Authority for review and comment not less than 30 days prior to construction in any area served by a node as set forth in said design plan.

Section 3.10 Location of Cable Television System

Licensee shall construct, install, operate and maintain all elements of the Cable Television System within the City of Boston in accordance with the maps and other documents submitted pursuant to 207 CMR 3.05(1). Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over public ways and places. The erection and location of all poles, towers and other obstructions shall be fixed with the prior written approval and under the supervision of the Public Works Department, which approval shall not be unreasonably withheld; provided, however, Licensee shall not have a vested interest in such location; and such construction shall be removed by Licensee at its sole cost and expense whenever, in the judgment of the Public Works Department, the same restricts or obstructs the operation or location or any future operation or location of public ways and places, or whenever the Commissioner of the Public Works Department closes or abandons any public way or place.

Section 3.11 Disconnection and Relocation

Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public ways and places, any of its property as required by the Public Works Department by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City Department acting in a governmental capacity.

Section 3.12 City Property

Any alteration to the water mains, sewerage or drainage system or to any other municipal structures in the streets, required due to the presence of the System, shall be made at the sole cost and expense of Licensee. During the construction, installation, operation or maintenance of the System, Licensee shall at its sole cost and expense protect all existing structures belonging to the City. All work performed by Licensee pursuant to this Section shall be done in the manner prescribed by the Public Works Department, the Boston Water and Sewer Commission or the municipal official having jurisdiction thereof.

Section 3.13 Notice Of City Construction

The City shall give Licensee reasonable notice of street improvements where paving, regrading, grading or resurfacing of a permanent nature is involved. Said notice shall describe the nature and character of such improvements, the streets upon which they shall be made, the extent of the improvements and the work schedule for the project. The City shall allow Licensee time to make such additions, alterations or repairs to the System which are reasonably necessary to permit Licensee to maintain continuity of System service in advance of said construction. Licensee shall cooperate fully with the City and shall commence promptly all necessary work and shall hinder in no way the City's project.

Section 3.14 Private Property

Licensee shall be subject to all laws, ordinances or regulations regarding private property in the course of constructing, installing, operating or maintaining the Cable Television System in the City of Boston. Licensee shall accept all complaints regarding damages to property properly mailed to it at its usual place of business or such complaints made by telephone. Licensee shall have a qualified person investigate and examine all such written or telephone claims concerning private property, both real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the System, within fifteen (15) days of such damage or destruction being reported to Licensee. Where Licensee acknowledges liability for such damage or destruction, it shall, for all claims under \$500, either repair or replace such damage or destruction, or shall make total restitution to the affected subscriber within fifteen (15) days of investigating such damage or destruction. Said repair, replacement and/or restitution shall be at Licensee's sole cost and expense. If for any reason Licensee is unable to comply with this fifteen (15) day requirement, it shall immediately notify the affected subscriber and the Issuing Authority in writing explaining why repairs and/or replacement cannot be accomplished within the required time limits set forth herein and what steps are being taken by Licensee to repair or replace such damage. Said written notification shall in any case be sent to the affected subscriber and the Issuing Authority within the fifteen (15) day period required herein. For all claims in excess of \$500, and all disputed claims between the parties, Licensee shall notify its insurance carrier within five (5) days of completing its investigation of such damage or destruction.

Section 3.15 Pole Attachment

The City hereby grants Licensee permission to attach or otherwise affix its equipment to the facilities of any public utility company or telecommunications company even though the same may cross over or under the public ways and places of the City; provided, however, Licensee secures the permission or consent of each such public utility company or telecommunications company. The terms and conditions of any such attachment may be determined by the Massachusetts Department of Telecommunications and Energy pursuant to G.L. c. 166 § 25A.

Section 3.16 Underground Facilities

In the event that the City in the future may require all of public utilities and telecommunications companies to place their cables, wires or other equipment underground, Licensee also shall place its cables, wires, or other equipment underground without expense or liability therefor to the City. If Licensee is required to share underground facilities with another person, such shared use shall be subject to the terms and conditions provided for in Section 3.15 above.

Section 3.17 Repairs And Restoration

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public way or place, the same shall be replaced and the surface restored in accordance with the rules and regulations of the Public Works Department, including without limitation, those set forth in Schedule 3 and in the City of Boston Code, Ordinance Title 11, Section 158.

Section 3.18 Tree Trimming

Licensee shall be subject to G.L. c. 87 and shall comply with all rules, regulations or procedures as established by the Commissioner of the Parks and Recreation Department at all times during the term of this Renewal License. Licensee shall use its best efforts to obtain the prior permission of the owner of any privately owned tree or other vegetation before it trims or prunes the same. All persons engaged by Licensee to provide tree trimming or pruning services shall be deemed, for purposes of this Renewal License, an employee or agent of Licensee when engaged in such activity; and in no event shall such person be deemed to be an employee or agent of the City.

Section 3.19 Temporary Relocation

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

Section 3.20 Right to Inspection of Construction

The City or its designee shall have the right to inspect all construction or installation work performed subject to the provisions of this Renewal License and to make such tests as it shall deem necessary to ensure compliance with the terms of this Renewal License and all other applicable law. Except as otherwise provided by law, regulation or ordinance, all inspections and tests performed by the City shall be at the City's sole cost and expense.

Section 3.21 Limitation on Construction Obligations

Notwithstanding any provision in this Renewal License to the contrary, Licensee's obligations with regard to the location, relocation and possible removal of the System shall not be more onerous than the statutory and regulatory requirements applicable to the location, relocation and removal activities of any public utility doing business in the City.

SECTION 4

MAINTENANCE

Section 4.1 General

Licensee shall maintain wires, cables and all other real and personal property and facilities constituting the System in good condition, order and repair at all times during the term of this Renewal License.

Section 4.2 Maintenance Log

Licensee shall maintain an annual log showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to causes other than routine testing or maintenance. The entries in such log shall be retained by Licensee for one (1) additional year and shall be subject to inspection and copying by the Issuing Authority or his designee during Licensee's regular business hours upon reasonable request.

Section 4.3 Service Interruption

Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee may interrupt service for the purpose of repairing, upgrading or testing the Cable Television System, only during periods of minimum use, and only after a minimum of forty-eighty (48) hours notice to affected Subscribers.

SECTION 5

SYSTEM DESIGN AND CONFIGURATION

Section 5.1 Hub Distribution Centers

Licensee shall build at minimum a 750 MHz hybrid fiber/coaxial two-way cable system ("HFC System") capable of delivering 108 channels of Video Programming with three (3) hub distribution centers, one (1) of which shall be located in Boston and shall be designated the System headend. The hybrid fiber/coaxial cable system shall be constructed throughout the entire City of Boston in accordance with the construction schedule in Section 3.2. The Licensee shall install fiber optic lines to nodes which shall initially have capacity to provide service to an average of fifteen hundred (1,500) homes. The configuration of the nodes shall be "scalable" to service an average of five hundred (500) homes per node. Connections between the nodes and Subscribers may include coaxial cable.

Section 5.2 Capacity For Institutional Services

The System shall have the capacity for carrying audio, text, data or video signals. The System shall have the capacity to provide a full range of channelization and multiplexing options to meet the needs of the broadest spectrum of institutional Subscribers and Users.

Section 5.3 Narrowcasting Capability

Switching facilities shall be available at each hub site to allow for discrete programming of some locally originated audio, video, text or data services within any hub service area. Each hub shall be interconnected sufficiently with all other hubs and adequate switching facilities shall be provided to allow discrete programming of some locally originated audio, video, text or data signals between any combination of hubs. The Licensee may require of interested users a reasonable time period, not to exceed ten (10) business days, in which to activate said capacity.

Section 5.4 Standby Power

Licensee shall provide emergency battery power sources for two (2) hours until completion of the rebuild of the Cable Television System and thereafter for four (4) hours duration at each System power location in order to maintain service in the event of power supply failure or loss. The headend, all remote hubs, studios, microwave and satellite facilities shall have separate emergency power supplies. All utility safety regulations shall be followed to prevent the emergency power supplies or standby generators from powering non-functioning utility lines.

Section 5.5 Emergency Alert

Licensee shall construct, install and maintain the Cable Television System to permit the Issuing Authority to override all audio channels during emergencies consistent with FCC regulations.

Section 5.6 Interconnection

The System shall be designed so as to permit interconnection by way of trunk, microwave or satellite transmit or receive facilities as are sufficient to meet reasonable demands within the capacities of the System and the Subscriber and Institutional Networks.

Section 5.7 Parental Control Capability

Licensee shall provide, upon request, residential Subscribers with the capability to control the reception of channels carrying potentially offensive programming, either through the use of a manual key lock device or through the addressable capability of the System. Such capability shall be provided free of charge to Subscribers who utilize an addressable converter.

Section 5.8 Identification of Potentially Offensive Programming

Licensee shall use its best efforts to identify for Subscribers local origination, pay-cable or pay-per-view programming on the Subscriber Network which may be offensive or which may be of a mature nature (but Licensee shall not be obligated to interfere with satellite-delivered pay services), unless such programming has been rated by the Motion Picture Association of America, in which case said rating shall be displayed prior to Cablecasting such program. Licensee may delegate said identification responsibility to Users of leased channels by including a provision containing the requirements of this Section in all applicable agreements with Users of leased channels.

Section 5.9 Technical Performance

The technical performance of the Cable Television System shall meet the technical standards promulgated by the FCC at 47 CFR § 76.601 *et seq.*, as from time to time amended. The Issuing Authority shall have the full authority permitted by applicable law to enforce compliance with these technical standards.

SECTION 6

SERVICE AND PROGRAMMING

Section 6.1 Initial Service and Programming

Licensee shall furnish persons located in the City of Boston with service within seven (7) business days on average after request therefor, measured on a quarterly basis. Licensee shall in no case accept orders or payments for the installation of cable television service until such time as a qualified representative of Licensee has determined and verified that service can be supplied, and that no cold spots or access problems exist for the affected resident. Licensee shall complete installation on the date specified in the original order agreement.

Section 6.2 Basic Service

Licensee shall provide a Basic Service which shall include at least: (i) all broadcast television signals in the Boston, Massachusetts metropolitan area which are required to be carried by a cable television system serving the City pursuant to statute or regulation; (ii) four (4) downstream channels, which shall be allocated by the Issuing Authority for Public, Educational or Municipal Access uses; and (iii) in Licensee's editorial discretion, additional programming which is available to cable television systems for distribution as part of basic service. Licensee shall endeavor to provide a wide range and assortment of programming services serving a variety of needs and interests, subject to the availability of such services to Licensee upon such reasonable fees and conditions as are generally available to other Cable Television Systems.

Licensee shall reserve channel capacity for use on a priority basis for: (i) programming directed toward and of primary interest to senior citizens; (ii) programming directed toward and of primary interest to children; (iii) educational programming; (iv) Foreign Language programming designed to serve the major linguistic minorities of the City of Boston; and (v) programming directed towards and of primary interest to cultural, ethnic and racial minorities in Boston; and (vi) other programming of interest to groups inadequately served by conventional television. Said channel capacity may also carry nationally distributed programming, local origination programming and access programming.

Section 6.3 Channel Designation Transposition

Whenever Licensee transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the television sets of Subscribers, Licensee shall, at least one (1) month prior to such transposition, notify every Subscriber in writing of such transposition and provide all Subscribers with a marker suitable for mounting on television receivers indicating the fact of such transposition.

Section 6.4 Program Guide

Licensee shall provide an electronic program guide to all Subscriber Network Subscribers. The program guide shall include programming cablecast by the Foundation and institutions providing Educational Access Programming and programming cablecast on the municipal channel upon the request of the appropriate authority in sufficient time to allow insertion. The Foundation, the institutions providing Educational Access Programming and the City shall each be responsible on a pro rata basis for all additional expenses incurred by Licensee as a direct result of Licensee's compliance with their respective requests.

Section 6.5 Senior Citizens' Services

Licensee shall use its best efforts to develop and cablecast programming that is of interest to Boston's elderly population.

Section 6.6 Children's Services

Licensee shall use its best efforts to develop and cablecast live and pre-recorded tutorial sessions designed to assist Boston junior and senior high school students.

Section 6.7 Cable Modem Service to Schools and Libraries

Licensee shall provide Cable Modem Service to all Boston public schools and libraries at no cost to the City. Licensee also shall provide at no cost to the City one cable modem capable of serving one hundred (100) simultaneous users in every public school or library designated by the City. Any additional modems, other equipment or services needed by public schools and libraries may be purchased through the Licensee by the City at Licensee's cost utilizing the Cablevision Network Fund described in Section 6.12 below or other resources available to the City. Users shall have the right to attach equipment which Licensee has reasonably determined to be compatible with the wiring and equipment of the Cable Television System.

Section 6.8 Access Channels

Licensee shall reserve four (4) downstream channels and (1) upstream channel per node which shall be allocated by the Issuing Authority for Public, Educational or Municipal Access uses.

Section 6.9 Local Origination Programming

Licensee shall use its best efforts to produce and cablecast one hundred (100) hours per week of local origination programming which appeals to and serves a wide spectrum of interests, issues, or groups. In any event, Licensee shall produce one hundred (100) hours of Programming per week.

Section 6.10 Channel Capacity for Commercial Use

Licensee shall provide channel capacity for commercial use in accordance with the requirements of 47 U.S.C. § 532 and the provisions of this Section 6.10.

Licensee shall establish and file with the City tariffs for the leasing of channel time which tariffs shall be nondiscriminatory to the extent required by Federal law.

Section 6.11 Institutional Network

Licensee shall maintain the PIN and continue to provide a PIN connection at each existing municipal location until the activation of an HFC connection at each such location. During such period, the Issuing Authority shall be entitled to use said connections for internal transmissions of data at no charge, provided that the Issuing Authority shall be solely responsible for managing its use of the PIN system. Each Public Institution shall assume responsibility for the compatibility of its internal wiring and equipment with the wiring and equipment of the PIN. Licensee shall offer, from time to time and free of charge, technical consulting services to each Public Institution connected to the PIN in order to make the internal system work effectively. Users shall have the right to attach equipment which Licensee has reasonably determined to be compatible with the wiring and equipment of the PIN.

Section 6.12 Cablevision Network Fund

Licensee shall establish on its books the Cablevision Network Fund which will permit the City to purchase equipment and services which would be used to provide Internet access to Boston Public Schools, libraries and other Public Institutions through the Cable Television System. The Licensee shall make one hundred thousand (\$100,000) dollars available during the first year after execution of this Renewal License and three hundred thousand (\$300,000) dollars available in each of the next three (3) years, provided that any funds not used during a year may be used in subsequent years up to the expiration of the License. Said fund may also be used by the City to otherwise facilitate its use of the Cable Television System for data transmission or telephony purposes.

Section 6.13 Continuity of Service

It shall be the right of all Subscribers to receive service insofar as their financial and other obligations to Licensee are honored. In the event that Licensee elects to rebuild, modify or sell the System, or the City gives notice of intent to terminate or fails to renew this Renewal License, Licensee shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. When necessary service interruptions can be anticipated, Licensee shall notify Subscribers in advance. In the event a new Licensee acquires the System, Licensee shall cooperate with the City and the new Licensee in maintaining continuity of service to all Subscribers. During such period, Licensee shall be entitled to the revenues for any period during which it operates the System, and shall be entitled to reasonable costs for its services when it no longer operates the System.

Section 6.14 New Developments

If there is a new technology which would enhance substantially the quality or quantity of programming available to Subscribers on the Subscriber Network, Licensee shall at the request of the Issuing Authority investigate the feasibility of implementing said technology and shall implement same if it can be done without adding an unwarranted financial burden to Subscribers or investors.

SECTION 7

RATES AND CHARGES

Section 7.1 Notification

Licensee shall file with the Issuing Authority schedules which shall describe all services offered by Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, Licensee shall file with the Issuing Authority all changes in services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes.

Section 7.2 Free Connections to the Basic Service

Licensee shall provide free of charge one (1) connection to the Cable Television System and the Basic Service to all Public Institutions and such new schools, libraries and municipal offices which are hereafter established along the route of the cable system. Licensee shall provide connections during its first year on construction to all Public Institutions on Schedule 1 which have not already received connections. In no event shall Public Institutions be considered to include residential buildings. Licensee shall complete installation of said connections within ninety (90) days after receipt of a written request therefor, subject to applicable Public Works Department regulations.

The distribution of the transmissions internally within each Public Institution shall be solely the responsibility of the Public Institution provided with such free installation. Each Public Institution shall assume responsibility for the compatibility of its internal wiring and equipment with the wiring and equipment of the Cable Television System.

Section 7.3 Boston Housing Authority Buildings

Licensee shall provide free of charge each management office, Community Resources Room and Teen/Youth Center located in Boston Housing Authority buildings with one (1) connection to the Basic Service.

Section 7.4 Location of Connection

Licensee upon request shall discuss the location of each connection with the Director of the Office of Cable Communications of each of the institutions set forth in Sections 7.2 and 7.3 above.

Section 7.5 Custom Installation

Licensee may charge its actual cost for custom installations requested by the Public or Educational Access Users or the Issuing Authority on behalf of any Public Institution referenced in Sections 7.2 and 7.3 above if the premises could be serviced by a standard aerial connection, provided that an appropriate official at the premises is advised of such cost in writing prior to the commencement of such installation.

Section 7.6 Service Beyond Drop Cable

Licensee makes no representation or warranty for the quality of service beyond the drop at the institutions set forth in Sections 7.2 and 7.3 above.

Section 7.7 Publication of Rates.

All rates for Subscriber services shall be published. A written schedule of all rates shall be available upon request during business hours at Licensee's business office and all other facilities.

Section 7.8 Credit for Service Interruption

In the event that Licensee's service to any Subscriber of leased channel space is interrupted for twenty-four (24) or more consecutive hours, Licensee shall grant expeditiously such Subscriber or a pro-rata credit. This Section shall apply only where the amount of said credit or rebate exceeds one dollar (\$1).

SECTION 8

LICENSE FEE

Section 8.1 License Fee Entitlement

(a) Subject to Section 8.2 *infra*, the City of Boston shall be entitled to receive from Licensee a License fee equal to five percent (5%) of Licensee's Gross Revenue less the value of any fees paid to the Massachusetts Cable Television Commission pursuant to G.L. c. 166A § 9, and less the value of any payments for Public, Educational and Governmental access. Notwithstanding the foregoing, Licensee agrees to pay the City an additional 3% on the 3% of Gross Revenues Licensee paid to the City for the period April 6, 1995 through July 31, 1997 ("Fee in a Fee Payments"). Said payment shall be paid in eight equal installments beginning July 1, 1998. If the Massachusetts Cable Television Commission ceases to be entitled to payments for any reason, the Licensee shall contribute the value of such payments to the City. If the

Foundation ceases to provide access programming to the residents of the City of Boston, the Licensee shall provide financial support to any successor designated by the Issuing Authority.

(b) If the FCC issues a final order which classifies Cable Modem Service as a Cable Service subject to Title VI regulation, City shall have the right, but not the obligation, to have the revenue from the Cable Modem Service included in the definition of Gross Revenue, provided that in no event shall revenue from the sale or lease of cable modems be included. If the City elects to have revenues from Cable Modem Service included in the definition of Gross Revenue, the City shall no longer be able to draw from the Cablevision Network Fund described in Section 6.12 and Licensee will be credited for those payments or purchases which have been made from the Cablevision Network Fund against future Cable Modem Service Licensee Fees.

Section 8.2 Payment

The license fee established in Section 8.1 above shall be tendered as follows:

- (i) Licensee shall tender the fees described in Section 8.1 for the three month period ending June 30, 1998 and successive three (3) month periods within ninety (90) days after each such period.
- (ii) Licensee herein explicitly agrees to pay the City the license fee(s) as described in Section 8.1 above, notwithstanding legislation or judicial precedent that might allow for any reduction of such payments to the City.

Section 8.3 Credits

To the extent that Licensee under this Section 8 is obligated to tender payments to the City and the amounts tendered pursuant to such obligation, exclusive of Fee in a Fee Payments, exceed five percent (5%) of Licensee's gross revenue for the periods during which such payments were tendered, the excess shall be deemed a loan from Licensee to the City. Such loans shall earn interest at the prime rate or rates of interest at the Chase Manhattan Bank. N.A., during the term of the loan and shall be repaid by application of credits against payments tendered to the City after ascertainment of the excess until such loans are repaid. To the extent that said amounts tendered are less than five percent (5%) of Licensee's gross revenue for the periods during which such payments were tendered, Licensee shall tender the deficiency, plus interest at the prime rate or rates of interest at the Chase Manhattan Bank. N.A., within thirty (30) days after the ascertainment thereof.

Section 8.4 Affiliates' Use of System

To the extent necessary to prevent Licensee from diverting revenues from the operation of the System from Licensee to Affiliates to the detriment of the City, Affiliates shall be permitted to utilize the System to provide Video Programming to Subscribers only on terms substantially similar to those available to non-Affiliate Users.

Section 8.5 Late Payment

In the event that the fees herein required are not tendered within fifteen (15) days after the dates fixed in Section 8.2 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the prime rate or rates of interest, at the Chase Manhattan Bank, N.A.

Section 8.6 Recomputation

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim the City of Boston may have for additional sums including interest payable under this Section 8.6. All amounts paid shall be subject to audit and recomputation by the City on reasonable advance notice, which shall be based on a fiscal year and shall occur in no event later than one (1) year after the license fees are tendered with respect to such fiscal year. If, after audit and recomputations an additional fee is owed to the City, such fee shall be paid within thirty (30) days after audit and recomputations. If, after audit and recomputation, Licensee has tendered fees to the City which exceed the sums due under Section 8.1, the City shall repay to Licensee such additional fee within thirty (30) days after audit and recomputations. The interest on any such additional fee owed to either Licensee or the City shall be charged from the due date at the rate of two percent (2%) above the prime rate or rates of interest at the Chase Manhattan Bank, N.A. during the period that such additional amount is owed.

Section 8.7 Taxes

Payment of the License fee made by Licensee to the City pursuant to the provisions of this Renewal License shall not be considered in the nature of a tax, but shall be in addition to any and all taxes which are now or may be required hereafter to be paid by any law of the Commonwealth of Massachusetts, the City of Boston, or the United States.

SECTION 9

INSURANCE, BONDS AND INDEMNIFICATION

Section 9.1 General

Prior to any System construction or installation and at all times thereafter during the term of this Renewal License including the time for removal of facilities provided for herein, Licensee shall obtain, pay all premiums for, and file with the City written evidence of payment of premiums and executed duplicate copies of the following insurance policies and bonds in forms to be approved by the City Corporation Counsel:

- (i) A general comprehensive liability policy naming the City, 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, maintenance, or operation of the System or alleged to have been so occasioned,

with a minimum liability of Three Million Dollars (\$3,000,000) for injury or death to any one person in any one occurrence and Five Million Dollars (\$5,000,000) for injury or death to any two or more persons in any one occurrence.

- (ii) A property damage insurance policy naming the City, its officers, boards, commissions, agents and employees as co-insureds on all claims for priority damage, real or personal, occasioned by the construction, maintenance or operation of the System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000) for damage to the property of two or more persons in any one occurrence.

- (iii) A bond running to the City with good and sufficient surety and approved by the City Corporation Counsel in the sum of Two Million Dollars (\$2,000,000) conditioned upon the faithful performance and discharge of the obligations imposed by this Renewal License, including without limitation, satisfaction of the terms and conditions set forth in G.L. c. 166A § 5(k). When service is satisfactorily completed and fully available to ninety-five percent (95%) of the households to which Licensee has reasonable access in each census tract in the City, the amount of the bond shall be reduced to the sum of One Million Dollars (\$1,000,000). A performance bond in this amount shall be effective throughout the term of this Renewal License including the time for removal of facilities provided for herein, and shall be conditioned that in the event 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 City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, installation, operation, maintenance or removal of the System, the City shall absolutely and without objection of Licensee, recover from the surety of such bond all damages suffered by the City as a result thereof, within thirty (30) days after written request for same. Said condition shall be a continuing obligation of this Renewal License, and thereafter until Licensee has liquidated all of its obligations to the City that may have arisen from the grant of this Renewal License or from the exercise of any privilege therein granted. In the event that the City recovers from said surety, Licensee shall take immediate steps to reinstate the performance bond to the amount of One Million Dollars (\$1,000,000). If, at any time during the term of this Renewal License, the condition of the surety shall change in such manner as to render the bond unsatisfactory to the City Corporation Counsel, Licensee shall replace such bond by a bond of like amount and similarly conditioned, issued by a surety satisfactory to the City Corporation Counsel. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Licensee under this Renewal License.

- (iv) An irrevocable letter of credit in form approved by the City Corporation Counsel from a financial institution in the amount of Fifty Thousand Dollars (\$50,000). If Licensee fails to pay to the City the License Fee required pursuant to Sections 8.1 and 8.2 above or any part thereof, or fails to repay the City within ten (10) days, any damages, costs or expenses which the City is compelled to pay by reason of any act or default of Licensee in connection with this Renewal License or if Licensee fails to comply with any provision of this Renewal License which the Issuing Authority reasonably determines can be remedied by demand upon the letter of credit, the City shall be paid immediately upon request of the Issuing Authority and without objection of Licensee the amount of such damages, costs or expenses with interest and penalties, from the letter of credit. In the event that the City draws on said letter, Licensee shall take immediate steps to reinstate the letter of credit to its original amount of Fifty Thousand Dollars (\$50,000); provided, however Licensee's obligation to so reinstate the letter shall cease when the cumulative amount of reinstatements totals the amount of Fifty Thousand Dollars (\$50,000).

Section 9.2 Indemnification

Licensee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, agents or employees against all claims for damage due to the actions of Licensee its employees, officers or agents arising out of the construction, installation, maintenance, operation 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, installation, operation, maintenance or removal of any structure, equipment, wire or cable installed; penalties arising out of copyright infringements; and damages arising out of any failure by Licensee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Cable Television System whether or not any act, or omission complained of is authorized, allowed or prohibited by this Renewal License, provided that this section shall not apply to any liability which may accrue to the City with regard to its programming on any Municipal Channel or arising out of the use of the emergency override capability required pursuant to Section 5.5 above. The City shall, at its sole cost and expense, indemnify and hold harmless Licensee against any claims arising out of the City's use of the System. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorneys' fees, and shall also include the reasonable value of any services rendered by the City Corporation Counsel or his assistants or any employees or agent of the City, to the extent the City prevails.

Section 9.3 No Limitation on Liability

None of the provisions of Section 9 or any insurance policy required herein, or any damages recovered by the City hereunder shall be construed to excuse the faithful performance by or limit the liability of Licensee under this Renewal License for damages either to the limits of such policies or otherwise.

Section 9.4 Notice of Cancellation or Reduction of Coverage

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

It is hereby understood and agreed that this policy must not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the City Corporation Counsel by registered mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage.

If Licensee fails to maintain the insurance policies required herein, the Issuing Authority shall have the option to obtain said policies and pay for same from the letter of credit, the performance bond or both.

SECTION 10**SUPPORT FOR PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS****Section 10.1 Operating Support for Public, Educational and Government Access**

As part of Licensee's obligations hereunder, Licensee shall pay \$78,000 on June 1, 1998 for PEG Access to the Foundation. Beginning July 1, 1998, Licensee shall pay to a fiscal intermediary account designated by the City to receive such funds 1.7% of Licensee's Gross Revenues for the period ending March 31, 1998. Thereafter, Licensee shall pay to the fiscal intermediary account 1.7% of Licensee's Gross Revenues for each succeeding calendar quarter within 90 days after each such quarter; provided that in the payment due during the first quarter of 1999 and the first quarter of each year thereafter during the term of the License, Licensee shall adjust the amount of the payment so that Licensee's payments pursuant to this Section for the previous calendar year equal 1.7% of its annual Gross Revenues.

Section 10.2 Support For Capital Expenditures

In addition to providing the aforementioned PEG operating support, Licensee shall pay to the City's fiscal intermediary account the following sums which shall be used for capital expenditures:

July 1, 1998	\$400,000
July 1, 1999	\$350,000
July 1, 2000	\$300,000

Sixty-seven percent (67%) of the sum paid by Licensee each year shall be made available for Public or Community Access. Nineteen percent (19%) shall be made available for Municipal Access, and fourteen percent (14%) shall be made available for Educational Access. Funds not

used in any one year may be used in subsequent years. Said percentages may be readjusted by the Issuing Authority upon written notice to the Licensee.

Section 10.3

Successor to Foundation

If the Foundation is dissolved prior to the expiration of this Renewal License, Licensee shall have the option of assuming the Foundation's obligations of providing access to Boston residents, groups and institutions, subject to the acceptance by Licensee and the Issuing Authority of mutually agreeable terms and conditions covering the assumption of such access responsibilities. In that event, Licensee's obligations shall be reduced by the amount paid for Public Access. In the event that the Issuing Authority does not approve of Licensee's plans for providing access programming to the residents of the City, Licensee's obligations to the Foundation shall be transferred to a successor access organization, which shall provide subscriber and public institutional access to Boston residents, groups and institutions. Any such transfer of obligations to a successor access organization shall be subject to the written approval of the Issuing Authority in advance of any transfer of funding and/or capital commitments. Licensee herein agrees to enter into a binding contractual agreement with said successor access organization upon said approval of the Issuing Authority.

SECTION 11

CROSS INDEMNIFICATION

As part of Licensee's obligations hereunder, Licensee shall execute simultaneously an agreement with the Foundation (or any successor thereto) pursuant to which Licensee and the Foundation shall each indemnify and hold the other harmless against all claims or judgments for damages against the other party arising out of the programming or any other activity of the indemnifying party. Each party shall obtain an appropriate insurance policy naming the other as co-insured, in an amount not less than One Million Dollars (\$1,000,000) and in a form acceptable to the other party, to protect the right of each party under this section. Said agreement shall be substantially in the form of Schedule 3 annexed hereto.

SECTION 12

SUBSCRIBER RIGHTS

Section 12.1 Subscriber Solicitation

In connection with the construction and remarketing of the Cable Television System, Licensee shall provide the Issuing Authority or his designee with a monthly updated list of the areas in which such solicitations shall take place. Each such representative and all other employees entering upon private property shall be required to wear an employee identification card issued by Licensee and bearing a picture of said representative. Licensee shall notify the

general public of its solicitation in a manner calculated to reach residents in the areas to be solicited in advance of such solicitation.

Section 12.2 Sales Information

Licensee shall provide all prospective Subscribers or Users with complete written information concerning all services and rates provided by Licensee upon solicitation of service and prior to the consummation of any agreement for installation of service. Such sales material shall clearly and conspicuously disclose the price and other information concerning Licensee's least costly service. Such information shall be contained in a "plain English" folder.

Section 12.3 Billing Practices Information

Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in or termination of services, and refund policies, upon solicitation of service and prior to the installation of service. Such information shall be contained in a "plain English" folder.

Section 12.4 Notice of Installation

Licensee shall use its best efforts to inform all persons in advance of the date and approximate time its employees or agents shall enter onto such person's property for the purpose of installing Cable Television Service.

Section 12.5 Business Office

Licensee shall maintain and operate within the City of Boston a business office for the purpose of receiving and resolving all complaints, including without limitation those regarding service, equipment malfunctions or billing and collection disputes. The business office shall have a publicly listed local telephone number. During construction of the Cable Television System, pursuant to Section 3.2 *supra*, the business office shall be open for both telephone and walk-in business Monday through Friday from 9:00 A.M. to 5:00 P.M., and on Saturday from 9:00 A.M. to 5:00 P.M., except on legal holidays observed in Suffolk County, Massachusetts. After completion of construction of the Cable Television System, Licensee may, at its discretion, reduce its open office hours on Saturday to 9:00 A.M. to 1:00 P.M. Notwithstanding the foregoing, Licensee shall keep its office open from 12 noon until 8:00 P.M. one day per week during the entire term of this Renewal License. Licensee shall provide all Subscribers with at least thirty (30) days prior written notice of a change in business office hours. The business office shall maintain a staff adequate to process complaints, requests for installation, service or repairs, and all other business in a timely and efficient manner. Licensee shall maintain a service line which shall be staffed with sufficient customer service employees, twenty-four (24) hours per day, seven (7) days per week to promptly receive customer service calls and document the nature of each such complaint, as well as to receive Subscriber calls for repair service. Licensee shall add additional telephone lines and service representatives when existing lines are substantially utilized or when a pattern of Subscriber complaints reflects a need for additional

service employees. Licensee shall make best efforts to answer, with a customer service employee or representative, an average of ninety percent (90%) of its daily incoming service calls within thirty (30) seconds, measured on a quarterly basis; provided, however, that this shall not apply to extraordinary operating circumstances. Further, except during extraordinary operating circumstances, the customer will receive a busy signal less than three percent (3%) of the time. During periods of construction as set forth in Section 3.2 hereinabove, Licensee shall closely monitor telephone activity and provide the Issuing Authority with monthly reports of traffic, both in terms of answerability and time on hold. Licensee shall meet with the Issuing Authority quarterly to evaluate Licensee's ability to serve customers adequately with existing staff and telephone lines.

For purposes of this section, "extraordinary operating circumstances" shall mean force majeure, as defined in Section 16.8 *infra*.

Section 12.6 Notice of Complaint Procedure

Licensee shall periodically, and at various times of the day, present its business office address and publicly listed local telephone number by means of alphanumeric display on a local origination channel.

Section 12.7 Response To Service Complaints

Calls for repair service shall be acted upon (either by resolving the problem or by a service visit) within forty-eight (48) hours when received by Licensee prior to 9 P.M. on Mondays through Fridays, and within seventy-two (72) hours when received by Licensee prior to 5 P.M. on Saturdays, except on legal holidays in Suffolk County. If Licensee is unable to schedule a service call with the subscriber at the time the complaint is first received, or if Licensee needs to investigate the complaint, Licensee shall respond to the affected subscriber within twenty-four (24) hours. System outages shall be acted upon immediately. For purposes of this section, "system outage" shall mean loss of all channels affecting five (5) or more subscribers in the same sales route. For purposes of this section, a "sales route" is defined as the geographic area within the System limited to one (1) Node used for distribution of cable services to residential subscribers on the Cable Television System.

When a complaint cannot be resolved within seven (7) calendar days of its receipt, Licensee shall provide the affected subscriber with an explanation and the expected date of final resolution of said complaint; provided, however, that in the event that Licensee is unable to reach said subscriber by telephone, Licensee shall send said subscriber a written explanation. Licensee shall log all such complaints and accompanying resolutions and shall provide the Issuing Authority with a quarterly report documenting the same.

Licensee shall at all times maintain on call on a twenty-four (24) hour basis, a team of field technicians to repair system outages, as defined above.

Section 12.8 Unresolved Complaints

Should a Subscriber have an unresolved complaint after the seven (7) day period described in Section 12.7 above regarding cable television operations, the Subscriber shall be entitled to file his complaint with the City, which shall have primary responsibility for the continuing administration of the License and the implementation of complaint procedures. A representative of Licensee shall be available thereafter to meet jointly with the City and the affected Subscriber, within thirty (30) days after said Subscriber has filed the complaint, to fully discuss and resolve the matter.

Section 12.9 Notice Of Public Meeting

Whenever notice of any public meeting relating to the Cable Television System is required by law or regulation, Licensee shall publish notice of same, sufficient to identify its time, place and purpose, in a Boston newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing. Said announcement shall be made on the local origination channel of highest viewership on which such announcement is feasible. The notice shall also state that applications, reports and statements filed or prepared for such hearing are available for public inspection during Licensee's regular business hours and for reproduction at a reasonable fee.

Section 12.10 Subscriber Privacy Information

Each Subscriber shall be informed, prior to consummation of an agreement for installation of service or use of the System, of the nature of information capable of being transferred over the System, and of applicable privacy requirements as set forth in this Renewal License. This information shall be provided in a "plain English" folder.

Section 12.11 Monitoring

Neither Licensee or its agents nor the City or its agents shall tap or 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 or electronic authorization of the affected Subscriber, provided, however, that Licensee may conduct systemwide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return path transmission, or billing for pay services or any other purpose necessary to render cable or other services provided by Licensee. Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. Licensee shall destroy all Subscriber information of a personal nature after a reasonable period of time if it is no longer necessary for the purpose for which it was collected except as authorized not to do so by the affected Subscriber.

Section 12.12 Polling by Cable

Licensee or its agents shall release the results of upstream responses only in the aggregate and without individual references.

Section 12.13 Distribution of Subscriber Information

Except as permitted in 47 U.S.C. § 551(c)(2), Licensee and its agents or employees, shall not, without the prior written or electronic authorization of the affected Subscriber, provide to any third party, including the City, data identifying or designating any Subscriber either by name or address. Said authorization may be withdrawn at any time by the Subscriber by providing written or electronic notice to Licensee. Licensee shall provide annual notice to each Subscriber who has given the aforesaid authorization of such Subscriber's right to withdraw the authorization. In no event shall such authorization be obtained as a condition of service or continuation thereof, except as necessary to adequately provide particular services. This Section shall not apply to written Subscriber complaints filed with Licensee as provided in Section 14.4 below.

Section 12.14 Information with Respect to Viewing Habits and Subscription Decisions

Except as permitted by 47 U.S.C. § 551(c)(2), Licensee and its agents or employees shall not make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber or household without obtaining the Subscriber's prior written or electronic consent. If a court authorizes or orders such disclosure, Licensee shall notify the Subscriber of such disclosure within 48 hours. Licensee shall provide written notice to each Subscriber when equipment is to be activated on the Cable Television System which would permit the recording or monitoring of individual viewing habits of such Subscriber or Household (except when such equipment has been activated solely to detect theft of service); such equipment shall be installed only after prior written permission has been granted by the Subscriber. In no event shall such permission be obtained as a condition of service or continuation thereof. For any sort of transmission to emanate from a Subscriber's residence or Subscriber Household, the Subscriber must take some positive action to activate such transmission. In the event the service requested by the Subscriber by its nature involves the transfer of information or data from the Subscriber or Household, including without limitation security services, pay per view or data transference, the ordering of the service shall be deemed to include the grant of permission by the Subscriber or Household for the making available of such information to such parties as is necessary for the provision of the service. Except as permitted in 47 U.S.C. § 551(c)(2), written permission shall be obtained from the Subscriber prior to further dissemination or distribution by Licensee of such information.

Section 12.15 Privacy Ombudsman

Licensee shall, upon receipt of information leading to the reasonable conclusion that there has been a breach of subscriber privacy, immediately notify in writing all parties affected and all appropriate authorities.

All complaints regarding breach of Subscribers' privacy shall be handled pursuant to Section 12.7 above, as amended; Licensee shall investigate and report the results of such investigation to the affected parties, and at the request of the affected parties, the Issuing Authority or his designee, and all other appropriate authorities and/or agencies.

Section 12.16 Subscriber Contracts

It is stipulated and agreed by Licensee that Sections 12.10, 12.11, 12.12, 12.13 and 12.14 above shall be enforceable directly by every aggrieved Subscriber and by every aggrieved person seeking to become a Subscriber. The Issuing Authority includes the above-referenced Sections as part of this Renewal License pursuant to both its governmental obligations to the residents and institutions of Boston, including actual and potential Subscribers, and as the representative of such actual and potential Subscribers.

Licensee further agrees that it will not allege or contend that any actual or potential Subscriber or User may not enforce the above-referenced Sections by reason of lack of privity.

Section 12.17 Regulatory Requirements

Licensee shall comply with all State and Federal Customer Service Regulations which are not inconsistent with the terms of this License.

SECTION 13

EMPLOYMENT, TRAINING AND PROCUREMENT

Section 13.1 Equal Employment Opportunity

Licensee shall be an Equal Opportunity Employer adhering to all federal, state or municipal laws and regulations. Pursuant to 47 CFR § 76.73 *et seq.* and other applicable regulations of the FCC, Licensee shall file an Equal Employment Opportunity/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment Opportunities.

Section 13.2 Employment Policy

As part of its obligation under Section 13.1 above, Licensee shall take affirmative action to employ, during the construction of the System, at least thirty percent (30%) minorities and at least thirty percent (30%) women and at least sixty percent (60%) Boston residents; provided, however, that to the extent that any statute or final judicial decision applicable to the City of Boston declares that a governmental entity may not promulgate a law or regulation imposing a local residence requirement as a condition of doing business with such governmental entity, the residence requirements set forth above shall not apply. Said percentages shall be computed using the total number of anticipated employee hours on a craft-by-craft basis. The Issuing Authority

or his designee shall provide such assistance as Licensee may reasonably request in its effort to comply with this section.

For any craft in which the aforementioned work force requirements are not met, Licensee and Licensee's subcontractors shall submit the following information to the Issuing Authority or his designee:

- (a) The names of all persons who applied for work in such craft indicating which persons were (1) Minority (2) a Resident and (3) Female.
- (b) The reasons any person identified as (1) Minority (2) Resident or (3) Female was not hired.
- (c) The reasons why any person identified as (1) Minority (2) a Resident or (3) Female, was employed fewer hours than (1) nonminorities, (2) non-residents or (3) male employees.
- (d) All efforts by Licensee or Licensee's subcontractors to effectuate the aforementioned requirements of the work force.

Upon such submission, Licensee shall be deemed in compliance with this Section, provided that the reasons identified in subdivisions (b), (c) and (d) are reasonable.

As part of its obligation under Section 13.1 above, Licensee shall take affirmative action to employ during the operation or maintenance of the System at least thirty percent (30%) minorities, at least thirty percent (30%) women and at least sixty percent (60%) Boston residents; provided, however, that to the extent that any statute or final judicial decision applicable to the City of Boston declares that a governmental entity may not promulgate a law or regulation imposing a local residence requirement as a condition of doing business with such governmental entity, the residence requirement set forth above shall not apply. Said percentages shall apply to the each of the following personnel categories: operational, management and clerical. The Issuing Authority or his designee shall provide such assistance as Licensee may reasonably request in its efforts to comply with this subsection.

For any personnel category in which the aforementioned work force requirements are not met, Licensee shall submit the following information to the Issuing Authority or his designee:

- (a) The names of all persons who applied for work in such craft indicating which persons were (1) Minority (2) a Resident and (3) Female.
- (b) The reasons any person identified as (1) Minority (2) Resident or (3) Female was not hired.

- (c) The reasons why any person identified as (1) Minority (2) a Resident or (3) Female, was employed fewer hours than (1) nonminorities, (2) non-residents or (3) male employees.
- (d) All efforts by Licensee to effectuate the aforementioned requirements of the work force.

Upon such submission, Licensee shall be deemed in compliance with this section provided that the reasons identified in subdivisions (b), (c) and (d) are reasonable.

Section 13.3 Employment Advertisement

During the periods of substantial hiring, Licensee shall advertise all available employment positions. In advertising such positions, Licensee shall endeavor to reach specific neighborhoods and ethnic groups through the use of community, weekly or special interest publications.

Section 13.4 Procurement

For all services, materials or equipment purchased for the construction, operation or maintenance of the Cable Television System, Licensee shall make its best efforts to purchase ten percent (10%), by dollar volume, from competitively priced and otherwise qualified minority-owned businesses located in the City of Boston. The following materials or equipment shall be excluded from said obligation: amplifiers; headend equipment, including without limitation, computer operated video switches, processors, and modulators; earth station equipment, including without limitation, antennas, receivers, and low noise amplifiers; and distribution equipment, including without limitation, taps, amplifiers, splatters and converters.

Licensee shall use Boston based businesses whenever prices, terms and conditions quoted by such companies are no less favorable than those of non-Boston based businesses. The Issuing Authority or his designee shall have the right to require Licensee to demonstrate periodically its efforts to comply with this Section.

Section 13.5 Employment Verification Reports

Licensee shall submit all required reports, residency verification materials to the Mayor's Office of Jobs and Community Service in a timely and expeditious manner. In no case shall required reports be later than fifteen (15) working days after a request thereof from the Mayor's Office of Jobs and Community Service. Failure to submit reports in a timely manner shall expose licensee to the liquidated damages in Section 14.13(3).

SECTION 14

ADMINISTRATION AND REGULATION

Section 14.1 Performance Evaluation Sessions

The City and Licensee shall hold annual performance evaluation sessions, the first session to be held within thirty (30) days of the anniversary of the execution of this Renewal License. All such evaluation sessions shall be open to the public.

Licensee shall notify its Subscribers of all evaluation sessions by announcement on at least one (1) channel of its System between the hours of 7:00 P.M. and 9:00 P.M., for five (5) consecutive days preceding each session.

During review and evaluation by the City, Licensee shall fully cooperate with the City.

Section 14.2 Equal Time

To the extent required by law, if Licensee permits any person who is a legally qualified candidate for any public office to employ the facilities of its System to originate or disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office. All paid political announcements or programs on a leased channel shall be designated as such and shall identify the person paying for same at the time said announcement or program is cablecast. To the extent required by law, if Licensee permits any person to originate or disseminate any views concerning a controversial issue of public importance, it shall afford reasonable opportunity for the presentation over its facilities of contrary points of view.

Section 14.3 Nondiscrimination

Licensee shall not discriminate against any person in its solicitation, service or access activities on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. Licensee shall be subject to all other requirements of federal, state or existing local laws, regulations and all executive and administrative orders relating to nondiscrimination through the term of this Renewal License.

Section 14.4 Subscriber Complaints

Licensee shall keep all written Subscriber complaints it receives on file in its business office for a minimum of one (1) year after receipt. Subject to subscriber privacy provisions in 47 U.S.C. § 551, the Issuing Authority or his designee shall have the right to examine, review and copy said complaints at his own expense, during Licensee's business hours upon reasonable notice.

Section 14.5 Response to Inquiries

The Issuing Authority may, at any time, make reasonable inquiries concerned with the management and affairs of the Cable Television System. Licensee shall respond to such inquiries in a timely fashion.

Section 14.6 Emergency Removal of Plant

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of Licensee.

Section 14.7 Removal and Relocation

The Issuing Authority shall have the power at any time to order and require Licensee to remove or relocate any pole, wire, cable, or other structure that is unnecessarily dangerous to life or property. In the event that Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have power to remove or relocate the same at the sole cost and expense of Licensee. Restoration to original condition shall be made by Licensee in accordance with Schedule 3.

Section 14.8 Inspection

The Issuing Authority or his designee shall have the right to inspect, inventory, or appraise the plant, equipment, and other property of Licensee. Licensee shall fully cooperate and otherwise assist in these activities.

Section 14.9 Obscenity

Licensee shall be subject to all applicable laws and regulations relating to obscenity.

Section 14.10 Quarterly Performance Test

The following proof of performance tests shall be made upon activation of the 750 MHz Cable Television System and on a quarterly basis to ensure compliance with Section 5.9 above: signal level of video carrier of each active channel; system signal to noise level measured at a low and high VHF; channel and system signal to hum modulation measured at any one frequency. The costs of such tests shall be borne by Licensee.

Section 14.11 Annual Performance Test

Performance requirements and standards specified in Section 5.9 above shall be measured annually to ensure compliance with same. The costs of such tests shall be borne by Licensee.

Section 14.12 Quality of Service

Where there exists other evidence which in the judgment of the Issuing Authority casts doubt upon the reliability or technical quality of cable service, the Issuing Authority shall have the right and authority to require Licensee to test, analyze, and report on the performance of the System. Licensee shall fully cooperate with the Issuing Authority in performing such testing and

shall prepare the results and a report, if requested, within thirty (30) days after notice. Such report shall include the following information:

- (1) the nature of the complaint or problem which precipitated the special tests;
- (2) the system component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such complaint or problem was resolved; and
- (5) any other information pertinent to said tests and analysis which may be required.

The Issuing Authority may require that tests be supervised by a professional engineer who is not an employee or agent of Licensee. Licensee shall pay for the costs of such engineer if the tests performed show that the quality of service is below the standards set forth in Section 5.9 above.

Section 14.13 Liquidated Damages

For the violation of any of the following provisions of this Renewal License liquidated damages shall be paid by Licensee within thirty (30) days after request for same by the Issuing Authority. Such liquidated damages shall be chargeable, to the extent available, to the letter of credit if not tendered by Licensee within the aforesaid period of time. The provisions of this Section shall be in addition to the provisions of Section 14.14 below and shall be subject to Section 14.15 subsections (i) and (ii) below;

- (1) For failure to complete 95% of construction and activation of the rebuilt Cable Television System as prescribed by the Schedule in Section 3.2, measured as of the end of the third quarter 1999 and annually thereafter, four hundred dollars (\$400) per day until the prescribed number of miles of the Cable Television System has been constructed and activated.
- (2) For failure to submit reports or supply data in accordance with Sections 15.1, 15.2 (first paragraph), 15.5, 15.6 and 15.8 below, Fifty Dollars (\$50) for each day that such noncompliance continues.
- (3) For failure to test, analyze and report on the performance of the System in accordance with Sections 14.10, 14.11 and 14.12 above, Fifty Dollars (\$50) per day for each day, or part thereof, that such noncompliance continues.
- (4) For failure to make the drops, pursuant to Section 7.3 *supra*, One Hundred Dollars (\$100) per day that such drop(s) have not been installed as required.

Section 14.14 Revocation of License

To the extent permitted by G.L. c. 166A § 11, the Issuing Authority shall have the right to revoke this Renewal License.

Section 14.15 Determination of Breach

In the event that the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any provision of this Renewal License, except as excused by force majeure, the Issuing Authority shall notify Licensee in writing of the provision or provisions which the Issuing Authority believes may be in default. Licensee shall have fourteen (14) days from the receipt of such notice to:

i) 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 Licensee's position; or

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

In the event Licensee fails to respond to such notice of default, or to cure the default or to take reasonable steps to cure the default within the fourteen (14) day period, the Issuing Authority or his designee shall schedule a public hearing no sooner than twenty-one (21) days after written notice to Licensee. Licensee shall be provided reasonable opportunity to be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not Licensee is in default of any provision of this Renewal License as set forth in such notice. The Issuing Authority shall submit written findings of fact supporting such determination. In the event the Issuing Authority after such hearing determines that Licensee is in default of any such provision of this Renewal License, the Issuing Authority may also determine to pursue any or all of the following remedies:

a) foreclose on all or any part of the security provided pursuant to this Renewal License, including without limitation the performance bond or the letter of credit; provided, however, the foreclosure shall be in such amount as the Issuing Authority reasonably determines is necessary to remedy the default;

b) commence an action at law for monetary damages;

c) declare the License to be revoked subject to Section 14.14 above, and order Licensee to commence the removal of the Cable Television System immediately;

d) seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages.

Section 14.16 Non-Exclusivity of Remedy

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

Section 14.17 Arbitration

All disputes, controversies or differences which may arise between the Licensee and the City concerning compliance with construction schedules or computation of License fee shall be finally settled by arbitration in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of such arbitration shall be binding upon Licensee and the City of Boston. The expenses of the arbitrators shall be borne equally by the parties.

Section 14.18 Jurisdiction

Exclusive jurisdiction and venue over entry of judgment, on any arbitration award rendered pursuant to Section 14.18 or over any dispute, action or suit arising therefrom shall be in any court of appropriate subject matter jurisdiction located in the Commonwealth of Massachusetts, County of Suffolk, and the parties by this instrument subject themselves to the personal jurisdiction of said court, for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

SECTION 15

REPORTS

Section 15.1 Construction Reports

Licensee shall furnish the Issuing Authority with progress reports indicating in detail the progress in, and the areas of, construction of the System including without limitation Field Engineering and Design. The reports shall be furnished at three (3) month intervals, the first report to be made within three (3) months after the award of this Renewal License by the Issuing Authority. Reports shall include a detailed breakdown by plant mileage of all completed underground and aerial construction. Upon request by the Issuing Authority, Licensee shall make available, for review by the Issuing Authority, at Licensee's business office, as-built maps to verify information contained in the progress reports.

Section 15.2 Financial Reports

Licensee shall furnish the Issuing Authority, no later than ninety (90) days after the end of Licensee's Fiscal Year, a financial balance sheet and statement of ownership on Form 200 as

prescribed by the Commission ("Form 200"), a sworn statement of its revenues and expenses on Form 300 as prescribed by the Commission ("Form 300") and a statement of funds flow on Form 400 as prescribed by the Commission ("Form 400"). Said Forms 200, 300 and 400 shall be sworn to by the person preparing such forms and by Licensee's treasurer. The parties acknowledge and agree that such Forms 200 and 400 shall be open to public inspection, but that such Form 300 shall be treated as confidential.

Licensee shall meet with designated representatives of the Issuing Authority upon reasonable request to discuss Licensee's operations and provide, at such time, information reasonably related to finances, marketing, operations and construction that will assist the Issuing Authority in monitoring Licensee's performance. The parties agree that in accordance with state law, financial information provided to the City pursuant to this paragraph shall be treated as confidential.

Section 15.3 Records Pertinent to Value

To ensure that Licensee completely and accurately reports all value it receives from an Affiliate for leased use of the System, the Issuing Authority or his designee shall have the right to inspect all pertinent records of Licensee or Licensee's Affiliate upon reasonable notice during regular business hours at Licensee's business office. The Issuing Authority or his designee shall keep confidential the contents of such records.

Section 15.4 Number of Subscribers

Licensee shall file with the Issuing Authority a report containing the number of Subscribers. Said report shall be filed annually with the Financial Reports required pursuant to Section 15.2 above.

Section 15.5 Subscriber Complaint Report

To the extent required by to G.L. c. 166A § 10, every three (3) months, beginning from the date of System activation, Licensee shall notify the Issuing Authority, on forms prescribed by the Commission, of complaints of Subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.

Section 15.6 Service Interruption Report

Licensee shall submit on a form to be prescribed by the Commission a list of all significant service interruptions. Said report shall be submitted along with the Subscriber complaint report.

Section 15.7 Performance Tests Reports

Except for the initial performance test and quarterly performance tests for which filing of a report shall not be required, all tests and measurements herein required to be taken by Licensee shall be recorded and submitted to the Issuing Authority or his designee within ten (10) calendar days after completion of such testing. The records of said reports shall include without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable signals; an assessment of the picture quality available from the local origination equipment; measurements of System performance as prescribed in Section 5.9 above; calculated performance of the System under varying weather conditions; and a statement of Licensee's adherence to performance standards, and if said standards are not satisfactorily met, a statement as to what standards are to be corrected, and if necessary, a recommendation as to action to be taken by the Issuing Authority.

Section 15.8 Complaint Report

Subject to subscriber privacy provisions, Licensee shall, within ten (10) days after receiving a request therefor, 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.

Section 15.9 Dual Filings

Within fifteen (15) days after Licensee has filed a pleading with any state or federal agency or commission pertaining to any aspect of System operation hereunder or the financial arrangements therefor, it shall file a copy of such pleading with the Issuing Authority.

Section 15.10 Status Report

Licensee shall submit a comprehensive report to the Issuing Authority regarding the status of its Cable Television System no later than one (1) year prior to the expiration of the term

of this Renewal License. Said report shall contain, at a minimum, all the information requested by the RFP, current to the date of the report, a summary of Licensee's efforts to construct, operate and maintain the System, and a summary of Subscriber complaints and responses thereto.

Section 15.11 Additional information

At any time, upon the request of the Issuing Authority, Licensee shall make available any further information which may be reasonably required to establish Licensee's compliance with its obligations pursuant to this Renewal License. The issuing Authority or his designee shall have the right to examine Licensee's officers or employees under oath in respect thereto. To the extent consistent with applicable laws and the express requirements of this Renewal License, all documents submitted by the Licensee to the Issuing Authority or made available by Licensee for inspection by the issuing Authority, including without limitation Reports required by Section 15, shall be kept confidential and utilized by the Issuing Authority only for the purposes set forth in this Renewal License. Licensee shall have the right to require that examination of its records be conducted on its premises.

SECTION 16

MISCELLANEOUS PROVISIONS

Section 16.1 License as Contract Under Seal

Upon its execution by the Issuing Authority and Licensee this Renewal License shall be deemed to constitute a contract under seal by and between Licensee, on the one hand, and the Mayor of the City of Boston as Issuing Authority of the City of Boston, on the other hand.

Section 16.2 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 16.3 Captions

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

Section 16.4 Separability

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 will remain in full force and effect for the term of this Renewal License or any renewal or renewals thereof.

Section 16.5 Grandfather Rights

Nothing contained in this Renewal License shall be construed to deprive Licensee or the Issuing Authority of any "grandfather" rights in any future amendments to any statute or regulation.

Section 16.6 Impairment

To the extent that any City law, ordinance or regulation hereafter enacted or promulgated affects in any way Licensee's obligations under this Renewal License, nothing herein shall be construed to limit Licensee's right to contest such law, ordinance or regulation on any ground, including without limitation, the ground that the law, ordinance or regulation constitutes an unauthorized impairment of Licensee's rights under this Renewal License.

Section 16.7 Notice

Every notice to be served upon the City shall be sent by certified mail, postage prepaid, to the Issuing Authority and the City Corporation Counsel. Every notice to be served upon Licensee shall be sent by certified mail, postage prepaid, to Licensee at its Boston office and to its Counsel.

Section 16.8 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: strikes, acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fares; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

Section 16.9 Subscriber Television Sets

To the extent required by law, Licensee, its agents or employees acting on behalf of Licensee, shall not engage directly or indirectly in the business of selling or repairing television or radio sets.

Section 16.10 Registration of Vehicles

Licensee shall register all of the vehicles regularly used in connection with or assigned to the Boston Cable Television System in the City of Boston and pay excise tax thereupon to the City.

Section 16.11 Term

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

IN WITNESS WHEREOF, this Agreement is hereby signed by the parties duly authorized, as of this 11th day of May, 1998, at Boston, Massachusetts.

CITY OF BOSTON

Approved as to Form:

By:

Thomas M. Menino
Mayor

Corporation Counsel

CABLEVISION OF BOSTON, INC.

By:

Charles F. Dolan

Chairman

SCHEDULE 1**LIST OF FACILITIES TO RECEIVE FREE CONNECTIONS**

The following is a list of facilities which have received or will receive a free¹ connection, and free basic service, to the subscriber network. All data services provided by the Licensee will be paid for at a rate to be negotiated in the future.

Fire Stations (including Engine Companies)
 Police Stations
 Public Libraries (including all branches)
 Community Centers
 Public, Private & Parochial Schools (elementary and secondary)
 City Administrative Offices
 Boston Medical Center Health Centers (e.g. Codman Sq., Dorchester House, East Boston, Mattapan, Dimock, Fenway, Harvard St., South Cove, South Boston, Upham's Corner, Whittier Street, Boston Evening, Roxbury, Roslindale, Joseph Smith, South End)
 Parks and Recreation Administrative Offices and Clubhouses
 Housing Authority Youth & Community Centers
 Action for Boston Community Development
 Bird Street Community Center
 Boys and Girls Clubs (Blue Hill Ave., Charlestown, Colonel David Marr, Roxbury, South Boston)
 Dorchester Youth Collaborative
 Federated Dorchester Neighborhood House
 Greater Boston YMCA (including Hyde Park, Dorchester, Allston/Brighton, Roxbury, West Roxbury/Roslindale, Egleston Square, South End)
 Grove Hall Youth Center
 Hattie B. Cooper Community Center
 Holland Community Center
 Inquilinos Boricuas en Accion
 Mission Hill Community Center
 Nuestra Comunidad Development Corp.
 Orient Heights Neighborhood Organization
 Reggie Lewis Track and Field Center
 Southwest Boston Senior Services

¹Cablevision will assume the cost of installation, up to \$10,000, in all facilities listed in Schedule 1.

SCHEDULE 2

PUBLIC WORKS DEPARTMENT PROCEDURES

A. Initial Underground Installation.

1. Licensee or its designee shall submit to the Public Improvement Commission three (3) copies of Licensee's plans, scale - 1" = 20', showing the location of the proposed duct system, all existing utilities and structures, curb lines and street lines. When structures or conduits affect the sidewalk area, building fronts, doors and overhanging structures shall be included.

2. These plans shall be reviewed by the Public Improvement Commission Highway Division, Engineering Division, Permit Branch and the Traffic and Parking Department. The Permit Branch shall estimate the pavement restoration deposit and set the permit fee.

3. After the Public Improvement Commission hearing is held and the Issuing Authority's approval is obtained the grant of location shall be given to Licensee.

4. Permits shall be issued when the restoration deposit and permit fees are tendered by Licensee.

5. Upon completion of Licensee's work at a location, Licensee shall submit a location sketch with trench measurements to the Permit Branch. The Permit Branch shall have the right to verify Licensee's measurements.

6. When the Public Works Department completes the permanent repairs, a final deposit adjustment shall be made.

B. Emergency Permit.

When time does not allow the issuance of a permit because of emergency conditions, Licensee may commence work; provided, however, Licensee must notify the City within twenty-four (24) hours of permit issuance.

C. Blanket Occupation Permit.

A permit to occupy public and places shall be issued annually in accordance the Department's regular procedure.

D. Pedestals.

The use of pedestals or any surface-mounted structures shall be forbidden without the prior written consent of the Commissioner of Public Works.

E. Manholes, Handholds And All Other Subsurface Structures.

The use and location of all manholes, handholds and all other subsurface structures shall be approved by the Public Works Department prior to their use.

SCHEDULE 3

FOUNDATION CONTRACT

AGREEMENT

THIS AGREEMENT is made and entered into as of this 11th day of May, 1998 by and between THE BOSTON COMMUNITY ACCESS AND PROGRAMMING FOUNDATION, INC., a charitable corporation organized under G.L. c. 180 and CABLEVISION OF BOSTON INC., a corporation organized under the laws of the state of Delaware and doing business in Massachusetts:

WITNESSETH

WHEREAS, Cablevision of Boston Inc., (hereinafter referred to as "Cablevision"), pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and pursuant to 207 CMR 3.06, has been granted a Renewal License to operate a Cable Television System in the City of Boston; and

WHEREAS, The Boston Community Access and Programming Foundation, Inc. (hereinafter referred to as the "Foundation") is a charitable corporation organized and operating pursuant to the laws of the Commonwealth of Massachusetts; and

WHEREAS, the Foundation shall direct and limit its activities to the achievement of the purposes set forth in the Foundation's Articles of Organization and By-Laws as they may be amended from time to time in accordance with Chapter 180 of the General Laws of the Commonwealth of Massachusetts, as amended, and toward that end the Foundation shall not present programming which serves no purpose other than to pose competition for Cablevision; and

WHEREAS, the Foundation shall provide a valuable service without which Cablevision would be required to make a substantial investment to meet the public access requirements of the City of Boston ;

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

1. The capitalized terms used herein, unless otherwise defined, shall have the same meanings as capitalized terms have in the cable television renewal license granted by the City of Boston to Cablevision of even date herewith.
2. Cablevision and the Foundation shall each indemnify and hold the other harmless against all claims or judgments for damages against the other party arising out of the programming or any other activity of the indemnifying party. Each party shall obtain an

appropriate insurance policy naming the other as coinsured, in an amount not less than One Million Dollars (\$1,000,000) and in a form acceptable to the other party, to protect the rights of each party.

3. This agreement shall terminate on the tenth anniversary of the execution of the Renewal License; at such early time as the Renewal License may terminate; upon the adjudication of the bankruptcy of the Foundation, except that this shall not apply to a filing under Section 11 of the Bankruptcy Act; or at such time as the Foundation ceases to be a charitable corporation under the laws of the Commonwealth of Massachusetts.

4. Upon its execution, this contract shall be deemed to constitute a contract under seal by and between Cablevision, on the one hand, and the Foundation on the other hand.

5. If any Section, sentence, paragraph, or provision of this agreement is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction in the Commonwealth of Massachusetts 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.

6. Every notice to be served upon the Foundation shall be sent by certified mail, postage prepaid, to the Foundation and its counsel. Every notice to be served upon Cablevision shall be sent by certified mail, postage prepaid to Cablevision's Boston business office and its counsel.

IN WITNESS WHEREOF, this agreement is hereby signed and sealed by the parties, duly authorized, this 11th day of May, 1998 at Boston, Massachusetts.

THE BOSTON COMMUNITY
ACCESS AND PROGRAMMING
FOUNDATION, INC.

CABLEVISION OF BOSTON, INC.
