

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

(a) The Licensee shall provide and maintain a toll-free 24-hour answering line which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Licensee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Licensee's telephone number.

(b) Upon reasonable notice the Licensee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Licensee shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to the Issuing Authority or designee for inspection upon request, but shall also comply with Subscribers' privacy rights in accordance with federal law.

(c) The Licensee shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, the Licensee shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its Subscribers.

(d) The Licensee shall comply with all customer service regulations of the FCC (47 CFR §76) as they exist or as they may be amended from time to time. Likewise, the Licensee shall comply with the customer service regulations promulgated by the Cable Division as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES

The Licensee shall establish a procedure for resolution of complaints by Subscribers. Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority shall be responsible for receiving and acting upon Subscriber complaints and/or inquiries, as follows:

(a) Upon written request of the Issuing Authority the Licensee shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

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

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

(d) In the event that the Issuing Authority or its designee documents a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or its designee shall suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall not unreasonably refuse to incorporate into this Renewal License, providing the amendments are in compliance with the provisions of the FCC (47 CFR §76) as they exist or as they may be amended from time to time.

SECTION 7.3 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et. seq., and made a part hereof, as the same may exist or as it may be amended from time to time: 1) notification of its billing practices; 2) notification of services, rates and charges; 3) equipment notification; 4) form of bills; 5) advance billing and issuance of bills; 6) billing due dates, delinquency, late charge and termination of service; 7) charges for downgrading of services; 8) billing disputes; and 9) service interruptions. No provisions of 207 CMR 10.00 are waived; however, the Issuing Authority reserves the right to do so.

SECTION 7.4 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES [SEE G.L.c. 166 §5(h)]

The Licensee shall not remove any television antenna of any Subscriber but shall, at the Licensee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

SECTION 7.5 - CHANNEL TRANSPOSITIONS [SEE G.L.c. 166A §5(i)]

Whenever the 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 receiving sets of Subscribers, the Licensee shall at least thirty (30) days prior to such transposition notify its Subscribers in writing of such transposition and provide them with a marker suitable for mounting on television receivers indicating the fact of such transposition.

SECTION 7.6 - SERVICE INTERRUPTIONS [SEE G.L.c. 166A §5(1)]

In the event that the Licensee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Licensee will grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Licensee from the Subscriber.

SECTION 7.7 - SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Licensee may make adjustments to television sets in the course of normal maintenance. In the event Massachusetts General Laws are amended to remove this provision of the law, this Section shall be null and void.

SECTION 7.8 - PROTECTION OF SUBSCRIBER PRIVACY

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

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

(c) The Licensee shall be responsible for carrying out and enforcing the Cable Communications System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy and all governing laws and regulations.

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

(e) The Licensee shall allow the Issuing Authority to receive any requested historical data on trouble/complaint, if there is written authorization by Subscriber complainant for any case being negotiated.

(f) Prior to the commencement of Cable Service to a new Subscriber, and annually thereafter to all Cable Communications System Subscribers, the Licensee shall provide Subscribers with a written document which clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal Subscriber information, and describing the Licensee's policy for the protection of Subscriber privacy.

(g) Neither the Licensee nor its designee nor the Town nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties any instances of monitoring or tapping of the Cable Communications System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee. The Licensee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

(h) No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is

self-evident. The Licensee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

(i) Except as permitted by Section 631 of the Cable Act as amended, neither the Licensee nor its designees nor its employees shall make available to any third party, including the Town, information about any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(j) Upon a request by a Subscriber, the Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal Subscriber information that the Licensee maintains regarding the Subscriber. The Licensee shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

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

SECTION 7.9 - DAMAGED OR LOST EQUIPMENT

In the event that a Subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, the Licensee shall be entitled to assess a replacement cost for a missing converter. In the event that a Subscriber supplies the Licensee with a police or fire report which evidences that the loss of a converter resulted from theft or fire, the Licensee shall waive any charges.

SECTION 7.10 - EMPLOYEE IDENTIFICATION CARDS

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

ARTICLE 8
RATES AND CHARGES

SECTION 8.1 - RATES AND CHARGES

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

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

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

(d) All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee’s business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 9
REGULATORY OVERSIGHT

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

The Licensee shall at its sole cost and expense indemnify and hold the Town harmless at all times during the term of this Renewal License, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and personal, caused by the construction, installation, operation or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Renewal License. Upon receipt of notice in writing from the Issuing Authority, the Licensee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Licensee, its employees and/or agents, in the construction, installation, operation or maintenance of its Cable Communications System.

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

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

will contain a provision that the Issuing Authority will receive thirty (30) days' written notice prior to any cancellation.

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

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

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

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

(a) The Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to G.L.c. 166A, §5(f) a performance bond in the amount of Fifty Thousand Dollars (\$50,000) running to the Town with a company surety satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable Communications System in the time schedule provided herein and otherwise of G.L.c. 166A §5(a), (m) and (n);
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with G.L.c. 166A §5(g);
- (3) the indemnity of the Town in accordance with G.L.c. 166A §5(b); and
- (4) the satisfactory removal or other disposition of the Cable Communications System in accordance with G.L.c. 166A §5(f).

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

SECTION 9.4 - LICENSE FEES

(a) During the term of the Renewal License the annual License Fee payable to the Town shall be the maximum allowable by law, per Subscriber served as of the last day of the preceding calendar year, payable on or before March 15th of that year, as listed in **Exhibit C**. Pursuant to G.L.c. 166A§9, this fee is currently fifty cents (\$.50) per Subscriber, but not less than Two Hundred Fifty Dollars (\$250) annually.

(b) In accordance with state and/or federal law the Issuing Authority may at its discretion, after holding a public hearing, direct the Licensee to pay a License Fee that shall not exceed five percent (5%), or higher if applicable law permits, of the Licensee's Gross Annual Revenues less any operating expense for PEG Access Programming under Article 6. The Licensee Fees may be passed through to Town subscribers pursuant to applicable law.

(c) All payments made by the Licensee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed by the parties.

(d) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that the five percent (5%) shall include PEG Access operating funding (Section 6.3(a)), but shall not include the following: 1) the Capital Equipment Payment (Section 6.3(b)); 2) any interest due the Town because of late payments; and/or 3) any liquidated damages herein (Section 10.3).

SECTION 9.5 - REPORTS [SEE G.L.c. 166A §§8 and 10]

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

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

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

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and, pursuant to 47 CFR §76.311 and other applicable regulations of the FCC, must file an Equal Employment Opportunity Plan with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities. The Licensee has filed its current plan with the FCC and agrees to abide by such plan.

SECTION 9.7 - REVOCATION OF LICENSE [SEE G.L.c. 166A §11]

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

- (a) For false or misleading statements in, or material omissions from, the application submitted under Section 4 of G.L.c. 166A;

- (b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (c) For repeated violations, as determined by the Cable Division, of commitments of the license as set forth in Section 5(j) of G.L.c. 166A;
- (d) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Cable Division;
- (e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority;
- (f) For failure to complete construction in accordance with the provisions of the Renewal License; and
- (g) For repeated failure to comply with any of the material terms and conditions of the Renewal License.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

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

(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 the Licensee's position; or

(ii) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified

mail, at thirty (30) day intervals as to the Licensee's efforts, indicating the steps taken by the
: Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(b) In the event that (i) the Licensee fails to respond to such notice of default and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than thirty (30) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

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

(c)

SECTION 9.9 - RIGHT OF REVIEW

Prior to pursuing review under state or federal law, the parties may agree to arbitration under the rules of the American Arbitration Association.

SECTION 9.10 - TRANSFER OR ASSIGNMENT [SEE G.L.c. 166A §7]

This Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Cable Division. The application for consent to an assignment or transfer shall be signed by the Licensee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application.

SECTION 9.11 - REMOVAL OF SYSTEM [SEE G.L.c. 166A]

Upon termination of this Renewal License or of any renewal hereof by passage of time or otherwise, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Such abandonment shall not relieve the Licensee of cost of removal.

SECTION 9.12 - INCORPORATION BY REFERENCE

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

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

SECTION 9.13 - COMMERCIAL NON-DISCRIMINATION

No commercial establishment within the Licensee's service area shall be denied Basic Broadcast Service or Cable Programming Services if requested. In responding to a request for any level or tier of Cable Service, the Licensee shall treat like situated commercial establishments within the service area similarly and in accordance with federal law and regulations.

ARTICLE 10
MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, paragraph, term or provision of this License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction thereof, such determination shall have no effect on any other section, 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 hereof.

SECTION 10.2 - FORCE MAJEURE

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

SECTION 10.3 – LIQUIDATED DAMAGES

a) For the violation of any of the provisions contained within this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority. Any such liquidated

damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

1) For failure to comply with any of the provisions in accordance with Article 4.1 herein, one hundred dollars (\$100) per day, for each day that any such non-compliance continues.

2) For failure to comply with any provisions in accordance with Article 6 herein, one hundred dollars (\$100) per day.

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

SECTION 10.4 - NOTICES

Every notice to be served upon the Issuing Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Board of Selectmen, Town of Stow, Town Building, 380 Great Road, Stow, MA 01775 or such other address as the Issuing Authority may specify in writing to the Licensee. Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Attn: Director of Government Affairs, AT&T Broadband, 6 Campanelli Drive, Andover, MA 01810-1095 with a copy to Attn: Vice President of Law and Public Policy, AT&T Broadband, 6 Campanelli Drive, Andover, MA 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.5 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.

SECTION 10.6 - CAPTIONS

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

SECTION 10.7 - WARRANTIES

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

- (a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;
- (c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Licensee which would interfere with performance of this Renewal License.

SECTION 10.8 - APPLICABILITY OF RENEWAL LICENSE

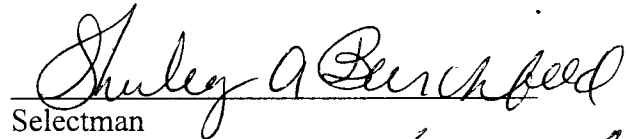
All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assigns.

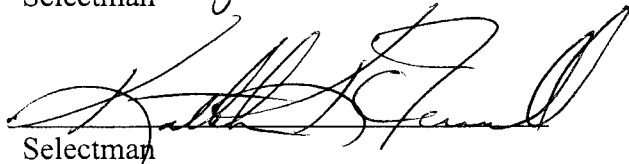
WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 22nd DAY OF
October 2002

TOWN OF STOW

By:


Selectman


Selectman


Selectman


Selectman

Selectman

**AT&T CSC, INC., offering
services as AT&T BROADBAND**

By:

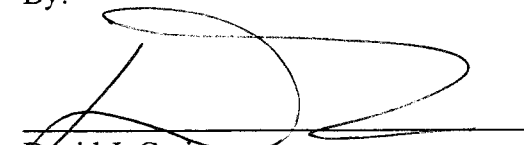

David J. Grain
Senior Vice President
Northeast Region

EXHIBIT A

**PUBLIC AND MUNICIPAL BUILDINGS
ON THE SUBSCRIBER NETWORK**

Public School Buildings:

Hale School

Center School

Pompositicut School

Municipal Buildings:

Town Building

Town Hall

Police Department

Fire Station

Randall Library

Municipal Garage

EXHIBIT B

SCHEDULE OF CURRENT MONTHLY RATES AND CHARGES

Please see the following pages.

Schedule of Prices and Charges

	Current Price	New Price Jan. 1, 2002
Acton		
STANDARD CABLE	\$35.90	\$38.95
Includes Basic Service and Expanded Basic Service		
Senior Discounted Standard Cable *	N/A	\$36.12
LEVELS OF SERVICE		
Basic Service	\$10.66	\$10.66
Expanded Basic Service	\$25.24	\$28.29
Senior Expanded Basic Service*	N/A	\$25.46
* Senior discount available to customers who are age (62+) and head of household. Restrictions apply.		

Stow

STANDARD CABLE	\$35.90	\$38.95
Includes Basic Service and Expanded Basic Service		
Senior Discounted Standard Cable **	\$33.90	\$36.95
LEVELS OF SERVICE		
Basic Service	\$10.66	\$10.66
Expanded Basic Service	\$25.24	\$28.29
** Senior discount available to customers who are age (62+) and head of household. Discount not available in combination with premiums or other tiers of service. Restrictions apply.		

(Prices are exclusive of federal, state and local taxes, franchise fees and related costs.)

The minimum level of cable service you may purchase is BASIC SERVICE. As a cable customer, currently you must purchase BASIC SERVICE to subscribe to any other video service offered by the cable company. Service and equipment are subject to availability. All pricing, programming, channel locations are subject to change. Other limitations may apply. Please refer to Customer Policies, Complaint Procedures and Services Handbook.

Premium Channels, Ancillary Services & Equipment

	Current Price	New Price Jan. 1, 2002
A la carte Premiums		
The Disney Channel	\$11.95	*
HBO	\$11.95	\$12.95
Cinemax	\$11.95	same
The Movie Channel	\$11.95	same
Showtime	\$7.95	\$9.50
STARZ1 & Encore	\$7.95	\$9.50
ESPN2, Food Network, MSNBC, Encore, The Golf Channel, Womens Entertainment	\$2.50/ea	same
AT&T Packages†		
AT&T Cable Choice	\$7.45	same
AT&T Cable Preferred	\$24.45	same
AT&T Cable Gold	\$34.45	same
A la carte Premiums in addition to a Package		
HBO & HBO Plus	\$7.95	\$9.50
Showtime & Showtime Too	\$7.95	\$9.50
The Movie Channel	\$7.95	\$9.50
Cinemax & MoreMAX	\$7.95	\$9.50
IN DEMAND Movies (each)	\$3.99	same
Adult Pay-Per-View	\$8.99/	same
Service Plus**	\$11.99	same
Service Protection Plan	N/A	same
TV Guide (monthly charge)	\$3.99	\$1.95
Equipment Charges		
Converter Box	\$1.21	same
Remote	\$0.23	same

† Converter box and remote included in package pricing.

* Included in Standard Cable Package as of 12/31/01.

** Charge for reception of premium service(s) or package on additional outlets. (Household charge)

Installation, Service & Equipment Prices

Installation Charges:	
Connection - Standard aerial or underground connection of up to 150 feet from main cable line	
Non-wired home	\$40.73
Pre-wired home	\$29.97
Charges for aerial or underground connection in excess of 150 feet quoted in advance. (Custom connection charges will be quoted prior to commencement of work. Deposits or partial advance payments may be required and are not refundable once work has commenced. Full payment due upon completion of work.)	
Seasonal reconnection	\$29.97
Connection of service to additional cable television outlet at time of initial connection (per outlet)	\$20.36
Separate visit	first outlet \$29.97 ea. additional \$20.36
Connection of antenna A/B switch if done at time of initial connection (not including antenna A/B switch)	FREE
All other times (not including antenna A/B switch)	\$20.36
Connection Charges-Customer Equipment:	
Connection of VCR if done at time of initial connection (not including VCR A/B switch)	FREE
All other times (not including VCR A/B switch)	\$20.36
Connection of house amplifier	\$20.36
Service Call Charges:	
Relocate internal or external cable or cable outlet	ea. \$20.36
Hourly service charge	\$40.73
Non-cable related service call	\$20.36
Change of Service/Reconnection	\$20.36
Home visit required	ea. \$29.97
Transaction fee (home visit not required)	ea. \$1.99
Transaction Fees:	
Returned check charge	ea. \$20.00
Late Fee (on past due balance)	5%
One Time Equipment Charges:	
VCR or antenna A/B switch (self-installed)	ea. \$10.00
House amplifier	ea. \$40.00
Replacement of wireless hand-held remote control	ea. \$10.00
Replacement of cable box	ea. \$200.00
Other Terms:	

- All charges may be subject to sales tax.
- Head service and programming charges are billed from date of connection to the end of the current billing period.
- All connection services, other than the connection of antenna A/B switches and VCRs, must be performed by AT&T Broadband with AT&T Broadband equipment. A/B switches purchased from sources other than AT&T Broadband and all connections of A/B switches must meet AT&T Broadband's technical standards.
- Channel electronic cable boxes, wireless hand-held remote controls and certain other equipment are the property of AT&T Broadband and must be returned when service is changed or discontinued. In the event a channel electronic cable box is lost, stolen, damaged, destroyed or not returned, AT&T Broadband will charge your account up to \$200 for each cable box and up to \$10 for each wireless hand-held remote control.
- An adult (18 years or older) member of household must be present during connection and service appointments.
- AT&T Broadband reserves the right to reevaluate rates and/or terms and conditions of service for promotional purposes.
- All monthly rates do not include local and state franchise fees and the FCC federal regulatory user fees.
- Commercial/business rates available upon request.
- All rates are subject to, depending on where you live, state and local fees of 0% - 15% and a FCC user fee of \$0.04, which will be added to your monthly bill. Other state and local fees may apply.
- Prices are exclusive of federal, state and local taxes, franchise fees and related costs.
- Commercial and premium installations are priced separately. Depending on levels of service or programming taken, additional charges for equipment, time and materials may apply. Prices are exclusive of federal, state and local taxes, franchise fees and related costs.

EXHIBIT C

LICENSE PAYMENTS

Please see the following pages.

	Payment Due Date	Amount Due	License Section	Description	Payable to
1.	11/22/02	\$55,000	6.3(b)	Stow Cable Television Services and Technology Fund (SCTSTF)/ video production equipment	Town of Stow
2.	3/15/03	\$ 0.50/sub	9.4	License Fee Payment (for period of exec. Date – Dec '02)	Town of Stow
3.	3/15/04	\$ 0.50/sub	9.4	License Fee Payment (for period of Jan '03 – Dec '03)	Town of Stow
4.	3/15/05	\$ 0.50/sub	9.4	License Fee Payment (for period of Jan '04 – Dec '04)	Town of Stow
5.	3/15/06	\$ 0.50/sub	9.4	License Fee Payment (for period of Jan '05 – Dec '05)	Town of Stow
6.	3/15/07	\$ 0.50/sub	9.4	License Fee Payment (for period of Jan '06 – Dec '06)	Town of Stow
7.	3/15/08	\$ 0.50/sub	9.4	License Fee Payment (for period of Jan '07 – Dec '07)	Town of Stow
8.	3/15/09	\$ 0.50/sub	9.4	License Fee Payment (for period of Jan '08– Dec '08)	Town of Stow
9.	3/15/10	\$ 0.50/sub	9.4	License Fee Payment (for period of Jan '09 – Dec '09)	Town of Stow
10.	3/15/11	\$ 0.50/sub	9.4	License Fee Payment (for period of Jan '10 – Dec '10)	Town of Stow
11.	3/15/12	\$ 0.50/sub	9.4	License Fee Payment (for period of Jan '11 – Dec '11)	Town of Stow
12.	3/15/13	\$ 0.50/sub	9.4	License Fee Payment (for period of Jan '12 – Oct 31, 12)	Town of Stow
13.	12/16/02	\$5,000	6.3(a)	SCTSTF	Town of Stow
14.	1/31/03	2.5% of GAR	6.2	SCTSTF (for period of exec. date - Dec 31, '02)	Town of Stow
15.	7/31/03	2.5% of GAR	6.2	SCTSTF (for period of Jan 1, '03 - June 30, '03)	Town of Stow
16.	1/31/04	2.5% of GAR	6.2	SCTSTF (for period of July '03 – Dec '03)	Town of Stow
17.	7/31/04	2.5% of GAR	6.2	SCTSTF (for period of Jan '04 – June '04)	Town of Stow
18.	1/31/05	2.5% of GAR	6.2	SCTSTF (for period of July '04 -Dec. '04)	Town of Stow
19.	7/31/05	2.5% of GAR	6.2	SCTSTF (for period of Jan '05 – June '05)	Town of Stow
20.	1/31/06	2.5% of GAR	6.2	SCTSTF (for period of July '05 - Dec '05)	Town of Stow
21.	7/31/06	2.5% of GAR	6.2	SCTSTF (for period of Jan '06 – June '06)	Town of Stow
22.	1/31/07	2.5% of GAR	6.2	SCTSTF (for period of July '06 - Dec. '06)	Town of Stow
23.	7/31/07	2.5% of GAR	6.2	SCTSTF	Town of Stow

Cable Television Renewal License for the Town of Stow, MA
Term: 11/01/02 – 10/31/12 (10 Yrs.)

				(for period of Jan '07 - June '07)	
24.	1/31/08	2.5% of GAR	6.2	SCTSTF (for period of July '07 - Dec. '07)	Town of Stow
25.	7/31/08	2.5% of GAR	6.2	SCTSTF (for period of Jan. '08 - June '08)	Town of Stow
26.	1/31/09	2.5% of GAR	6.2	SCTSTF (for period of July '08 - Dec. '08)	Town of Stow
27.	7/31/09	2.5% of GAR	6.2	SCTSTF (for period of Jan. '09 - June '09)	Town of Stow
28.	1/31/10	2.5% of GAR	6.2	SCTSTF (for period of July '09 - Dec. '09)	Town of Stow
29.	7/31/10	2.5% of GAR	6.2	SCTSTF (for period of Jan. '10 - June '10)	Town of Stow
30.	1/31/11	2.5% of GAR	6.2	SCTSTF (for period of July '10 - Dec. '10)	Town of Stow
31.	7/31/11	2.5% of GAR	6.2	SCTSTF (for period of Jan. '11 - June '11)	Town of Stow
32.	1/31/12	2.5% of GAR	6.2	SCTSTF (for period of July '11 - Dec. '11)	Town of Stow
33.	7/31/12	2.5% of GAR	6.2	SCTSTF (for period of Jan '12 – June '12)	Town of Stow
34.	11/30/12	2.5% of GAR	6.2	SCTSTF (for period of July '12 through Oct. 31, '12)	Town of Stow