

EXHIBIT A

*Verizon Draft 6/9/25
Confidential & Proprietary*

CABLE FRANCHISE RENEWAL AGREEMENT

BETWEEN

THE TOWN OF BEL AIR, MARYLAND

AND

VERIZON MARYLAND LLC

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Agreement”) is entered into by and between THE TOWN OF BEL AIR, a municipal corporation of the State of Maryland (the “Local Franchising Authority” or “LFA”), and Verizon Maryland LLC, a limited liability company duly organized under the applicable laws of the State of Delaware (the “Franchisee”).

WHEREAS, the LFA wishes to grant Franchisee a nonexclusive franchise to continue to construct, install, maintain, extend and operate a cable communications system in the Franchise Area (as hereinafter defined) designated in this Agreement;

WHEREAS, the LFA is a “franchising authority” in accordance with Title VI of the Communications Act (see 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises pursuant to Article 23A §2(b)(13) of the Annotated Code of Maryland, as amended;

WHEREAS, on October 27, 2008, the LFA granted Verizon a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system within the LFA (the “Initial Franchise”);

WHEREAS, Franchisee installed a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Franchise Area for the transmission of Non-Cable Services pursuant to authority granted by the State of Maryland and by the LFA;

WHEREAS, the FTTP Network occupies the Public Rights-of-Way within the LFA, and Franchisee desires to use portions of the FTTP Network, to continue providing Cable Services (as hereinafter defined) in the Franchise Area;

WHEREAS, Franchisee filed a written request for a renewal of the Initial Franchise by letter dated March 16, 2021, in conformity with Section 626 of the Communications Act, 47 U.S.C. § 546;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee’s plans for its Cable System are adequate, in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the LFA has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA’s grant of a renewal franchise to

Franchisee, Franchisee's promise to continue providing Cable Service to residents of the Franchise Area of the LFA pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

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

1.1 *Access Channel:* A video Channel, which Franchisee shall make available to the LFA without charge for non-commercial public, educational, or governmental use for the transmission of video programming as directed by the LFA.

1.2 *Affiliate:* Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, Franchisee.

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

1.4 *Bundled Services:* The combination of Cable Services and Non-Cable Services offered to Subscribers in a bundled package.

1.5 *Cable Service or Cable Services:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6 *Cable System or System:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), meaning Franchisee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Franchise Area. The portion of the FTTP Network used for the Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity to the extent that is used for the transmission of Cable Services directly to Subscribers within the Franchise Area and shall not include the tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or that are used for Information Services.

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

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

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

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

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

1.12 *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA and such additional areas as may be included in the corporate (territorial) limits of the LFA by annexation during the term of this Franchise.

1.13 *Franchisee*: Verizon Maryland LLC, and its lawful and permitted successors, assigns and transferees.

1.14 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Franchise Area. Gross Revenue from bundled services will be calculated as provided in Section 7.5. Gross Revenue includes, without limitation: all Subscriber and customer revenues earned or accrued net of bad debts, including revenue for: (i) Basic Service, other service tiers, pay per view services, expanded services and premium services; (ii) all fees charged to any Subscribers for any and all Cable Service provided by Franchisee over the Cable System in the Franchise Area, including without limitation Cable Service related program guides, the installation, disconnection or reconnection of Cable Service; revenues from late or delinquent charge fees; cable franchise fee and FCC regulatory fee pass throughs to Subscribers paid by Subscribers to Franchisee; Cable Service related or repair calls; the provision of converters, remote controls, additional outlets and/or other Cable Service related Subscriber premises equipment, whether by lease or fee; (iii) revenues from the sale or lease of access channel(s) or channel capacity; and (iv) compensation received by Franchisee that is derived from the operation of Franchisee's Cable System to provide Cable Service with respect to commissions that are paid to Franchisee as compensation for promotion or exhibition of any products or services on the Cable System, such as "home shopping" or a similar channel, subject to the exceptions below. Gross Revenue includes a pro rata portion of all revenue derived by Franchisee pursuant to compensation arrangements for advertising derived from the operation of Franchisee's Cable System to provide Cable Service within the Franchise Area, subject to the exceptions below. The allocation shall be based on the number of Subscribers in the Franchise Area divided by the total number of subscribers in relation to the relevant local, regional or

national compensation arrangement. Advertising commissions paid to third parties shall not be netted against advertising revenue included in Gross Revenue.

Notwithstanding the foregoing, Gross Revenue shall not include:

1.14.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

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

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

1.14.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

1.14.5 Any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, except for that portion of such revenue which is paid to Franchisee as a commission or a fee for cablecasting such programming;

1.14.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.14.7 Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.14.8 Any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.14.9 Sales of capital assets or sales of surplus equipment;

1.14.10 Program launch fees;

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

1.14.12 Any fees or charges collected from Subscribers or other third parties for any PEG grant or Franchise grant payments.

1.15 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20).

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

1.17 *Local Franchise Authority (LFA)*: The Town of Bel Air or the lawful successor, transferee, or assignee thereof.

1.18 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to multiple Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.19 *Normal Business Hours*: Those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

1.20 *Normal Operating Conditions*: Those service conditions which are within the control of Franchisee. Those conditions which are not within the control of Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are within the control of Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R: § 76.309(c)(4)(ii).

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

1.22 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.23 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. No reference hereinto a Public Right-of-Way shall be deemed to be a representation or guarantee by the granting authority that its interest or other right to control the use of such property is sufficient to permit its use for such purposes. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other non-wire communications or broadcast services.

1.24 *Service Area:* All portions of the service area where Cable Service is being offered.

1.25 *Service Interruption or System Malfunction:* The loss of picture or sound on one or more cable channels.

1.26 *Subscriber:* A Person who lawfully receives Cable Service over the Cable System with Franchisee's express permission.

1.27 *Telecommunications Facilities:* Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.28 *Telecommunication Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.29 *Title II:* Title II of the Communications Act, Common Carriers, as amended.

1.30 *Title VI:* Title VI of the Communications Act, Cable Communications, as amended.

1.31 *Transfer:*

1.31.1 Any transaction in which:

1.31.1.1 Control of Franchisee is transferred whether by a transfer or a grant of an ownership interest or any other interest in Franchisee, directly or indirectly, from one Person or group of Persons to another Person or group of Persons; or

1.31.1.2 the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

1.31.2 However, notwithstanding Subsection 1.31.1 and above, a Transfer shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee (unless and to the extent such merger would result in a combination of two wireline Cable Service competitors in the Franchise Area).

1.32 *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20). 1.33 *Video Service Provider or VSP:* Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint

distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement, the Communications Act, the LFA hereby grants the Franchisee the right to continue to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, for the purpose of providing Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 *LFA's Regulatory Authority:* Franchisee is a Title II common carrier with authority to construct, own, operate and maintain Telecommunications Facilities and to provide Telecommunications Services pursuant to Communications Act and the laws of the State of Maryland. The parties recognize that Franchisee's FTTP Network has been constructed and will continue to be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the LFA over such Telecommunications Facilities is restricted by federal and state law, and the LFA does not assert jurisdiction over Franchisee's FTTP Network in contravention of those limitations. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. §541, the LFA's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance or operation of Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained or operated for the purpose of upgrading and/or extending Franchisee's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever regulatory authority the LFA may have under state and local law with respect to the FTTP Network facilities as Telecommunications Facilities.

2.3 *Term:* This Franchise shall become effective on _____ (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date unless the Franchise is earlier terminated as set forth in Sections 2.4 and 2.5 below or revoked by the LFA as provided herein.

2.4 *Termination Generally:* Notwithstanding any provision herein to the contrary, Franchisee may terminate this Franchise and all obligations hereunder at any time during the term of this Franchise for any reason, in Franchisee's sole discretion, upon twelve (12) months' written notice to the LFA.

2.5 Modification/Termination Based on VSP Requirements/Competitive Equity:

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the LFA has required from or imposed upon a VSP, or if the LFA enters into any franchise, agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the LFA with terms or conditions materially less burdensome than those imposed by this Franchise, Franchisee and the LFA shall, within sixty (60) days of the LFA's receipt of Franchisee's written notice, commence

negotiations to modify this Franchise to create reasonable competitive equity between Franchisee and such other VSPs.

2.5.2 Franchisee's notice pursuant to Section 2.5.1 shall specify the change in law and the resulting change in obligations. Franchisee shall respond to reasonable information requests from the LFA, as may be necessary to review the change in obligations resulting from the cited law.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by Franchisee, Franchisee shall, at any time and in its sole discretion, have the option of exercising any of the following actions, except where agreement of both parties is required in Sections 2.5.3.3 and 2.5.3.4:

2.5.3.1. commencing franchise renewal proceedings in accordance with Section 626 of the Communications Act, 47 U.S.C. § 546, with the Franchise term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Franchisee's written notice to seek relief hereunder;

2.5.3.2. terminating the Franchise within two (2) years from notice to the LFA;

2.5.3.3 if agreed by both parties, submitting the matter to binding commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

2.5.3.4. if agreed by both parties, submitting the matter to mediation by a mutually-acceptable mediator.

2.6 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not by their terms reduce or detract from the authority as granted under this Franchise.

2.7 *Franchise Subject to Federal and State Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act, and state law.

2.8 *No Waiver:*

2.8.1 The failure of the LFA on one or more occasions to exercise a right or to require compliance or performance under this Agreement, the Communications Act or any other applicable federal or state law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the LFA, nor to excuse Franchisee from complying or

performing, unless such right or such compliance or performance has been specifically waived in writing.

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

2.9 *Construction of Agreement:*

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

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

2.10 *Police Powers:* Nothing in this Agreement shall be construed to prohibit the reasonable, necessary and lawful exercise of LFA's police powers. However, if the reasonable necessary and lawful exercise of LFA's police power results in any material alteration of the terms and conditions of this Agreement, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing. If the parties cannot reach agreement on the above-referenced modification to this Agreement, then Franchisee may terminate this Agreement without further obligation to the LFA.

2.11 *Compliance with Federal and State Privacy Laws:* Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. §551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, Franchisee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or state privacy laws, or which would impose additional or distinct requirements upon Franchisee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or state privacy laws.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:* Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area except: (A) for periods of Force Majeure; (B) for periods of delay caused by the LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments or buildings where Franchisee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Franchisee; and (F) in areas, developments, buildings or other residential dwelling units where (i) the Franchisee is unable to provide Cable Service without the use or construction of non-standard facilities or (ii) where connecting new Cable Service is not commercially reasonable, including, but not limited to, circumstances where Franchisee cannot access such

areas, developments, buildings or other residential dwelling units by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density and other requirements set forth in Subsection 3.1.1 and Section 3.2; (H) when the Franchisee's prior service, payment, or theft of service history with a Subscriber has been unfavorable; and (I) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.1 *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Franchise Area where the average density is equal to or greater than thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

3.2 *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Franchise Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee shall provide Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within three hundred (300) feet of trunk or feeder lines not otherwise already served by Franchisee's FTTP Network. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, the actual costs incurred for residential dwelling unit connections that exceed three hundred (300) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3 *Cable Service to Municipal Buildings:* If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the LFA within sixty (60) days following such ruling, the Franchisee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the LFA, at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the LFA. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in Exhibit A. The Franchisee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3. If it is necessary to extend Franchisee's trunk or feeder lines more than three hundred (300) feet solely to provide service to any such public building, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess three hundred (300) feet, or of releasing Franchisee from the obligation to provide service to such public building. Furthermore, Franchisee shall be permitted to recover from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than three hundred (300) feet of drop cable; provided, however, that Franchisee shall not charge for the Basic Service to the additional

service outlets once installed and may charge for additional equipment for any additional outlets. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged

4. SYSTEM OPERATION

4.1 *Cable System Tests:* Franchisee shall conduct all applicable tests on the Cable System as required by the FCC. All tests shall be conducted in accordance with applicable federal rules.

4.1.1 Franchisee shall sign all records of tests provided to the LFA.

4.1.2 The LFA shall have the right to witness and/or review all federally mandated tests. Franchisee shall provide the LFA with at least two business days' notice of, and the opportunity to observe, any such tests performed. To the extent the LFA utilizes outside contractors or consultants for these purposes, such contractors and consultants shall sign a nondisclosure agreement in a form substantially similar to that attached as Exhibit B hereto prior to admittance to Franchisee's facilities and witness of such tests.

4.1.3 Franchisee shall retain written reports of any test results hereunder for a period of three (3) years and shall submit the reports to the LFA upon request. The LFA shall have the same rights the FCC has to verify Franchisee's test data.

5. SYSTEM FACILITIES

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

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

5.1.2 Modern design when built and maintained, utilizing an architecture that will permit additional improvements necessary for high quality and reliable service throughout the Franchise Term. The FTTP Network shall initially utilize no active elements so as to make it more reliable.

5.1.3 Protection against outages due to power failures, so that back-up power is available at a minimum for at least 24 hours at each headend, and conforming to industry standards, but in no event rated for less than four hours, at each power supply site.

5.1.4 Facilities and equipment of good and durable quality, generally used in high-quality, reliable, systems of similar design.

5.1.5 Facilities and equipment sufficient to cure violations of any applicable FCC technical standards and to ensure that the Cable System remains in compliance with the standards specified in Subsection 5.1.14.

5.1.6 Facilities and equipment as necessary to maintain, operate, and evaluate the Cable System to comply with any applicable FCC technical standards, as such standards may be amended from time to time.

5.1.7 All facilities and equipment designed to be capable of continuous twenty-four (24) hour daily operation in accordance with applicable FCC standards except as caused by a Force Majeure event.

5.1.8 All facilities and equipment designed, built and operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals by a subscriber.

5.1.9 All facilities and equipment designed, built and operated in such a manner as to protect the safety of the Cable System workers and the public.

5.1.10 Sufficient trucks, tools, testing equipment, monitoring devices and other equipment and facilities and trained and skilled personnel.

5.1.11 All facilities and equipment required to properly test the Cable System and conduct an ongoing and active program of preventive maintenance and quality control and to be able to quickly respond to customer complaints and resolve system problems.

5.1.12 Design capable of interconnecting with other cable systems in the Franchise Area as set forth in Section 5.3 of this Agreement.

5.1.13 Shall provide adequate security provisions in its Subscriber site equipment to permit parental control over the use of Cable Services on the System. Such equipment will at a minimum offer as an option that a Person ordering programming must provide a personal identification number or other means provided by Franchisee only to a Subscriber. Provided, however, that Franchisee shall bear no responsibility for the exercise of parental controls and shall incur no liability for any Subscriber's or viewer's exercise or failure to exercise such controls.

5.1.14 The Cable System must conform to or exceed all applicable FCC technical performance standards, as amended from time to time, and any other future applicable technical performance standards, which the LFA is permitted by a change in law to enforce, and shall substantially conform in all material respects to applicable sections of the following standards and regulations to the extent such standards and regulations remain in effect and are consistent with accepted industry procedures:

5.1.14.1 Occupational Safety and Health Administration (OSHA) Safety and Health Standards;

5.1.14.2 National Electrical Code;

5.1.14.3 National Electrical Safety Code (NESC);

5.1.14.4 Obstruction Marking and Lighting, AC 70/7460 i.e.,
Federal Aviation Administration;

5.1.14.5 Constructing, Marking and Lighting of Antenna Structures,
Federal Communications Commission Rules, Part 17; and

5.1.14.6 The Bel Air Building Code.

5.2 *General Description:* The Cable System shall, meet or exceed applicable FCC's technical standards (Subpart K of Part 76 of the FCC's Rules).

5.2.1 The FTTP Network shall be pass-through or passive.

5.2.2 Status monitoring capability shall be a feature of the electronics at the customer premises in the FTTP Network. The FTTP Network shall deliver fiber to an Optical Network Terminal ("ONT") at the Subscriber's premises. The ONT shall automatically measure optical signal levels (and other distortion measurements) at the Subscriber's premises.

5.3 *Interconnection:* Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Franchise Area at suitable locations as determined by Franchisee. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

5.4 *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

5.5 *Restoration of Municipal Property:* Any municipal property damaged or destroyed shall be promptly repaired or replaced by Franchisee and restored to pre-existing condition to the reasonable satisfaction of the LFA.

6. **PEG SERVICES**

6.1 *PEG Channels:* Franchisee shall continue to carry the Harford County PEG Access Channel on the Basic Service tier of the Cable System serving the Franchise Area for viewing by Fios-TV Subscribers in the LFA. Provided that all other Cable Service providers in the Franchise Area are required to do the same, Franchisee shall provide on the Basic Service Tier one (1) reserved access channel which may be activated in accordance with Section 6.2 below ("Reserved PEG Channel") which shall be individually designated by the LFA as a Public, Educational or Government Access Channel.

6.2 The LFA shall provide Franchisee with written notice one hundred twenty (120) days prior to the date it intends to activate the Reserved PEG Channel. The LFA's written notice shall specify the programming to be carried on such Reserve PEG Channel. Franchisee is hereby authorized to transmit the Reserved PEG Channel within and outside the LFA. Franchisee shall assign the Reserved PEG Channel on its channel line-up as to the extent such channel assignment does not interfere with any pre-existing channels. The LFA shall provide Franchisee

with suitable video and audio signals for the Reserved PEG Channel at a mutually agreeable location in the Franchise Area.

6.3 The LFA shall require all local producers and users of any of the PEG facilities or Channel to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and the LFA, from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. LFA shall establish rules and regulations for use of PEG facilities, consistent with, and as required by, 47 U.S.C. § 531.

7. FRANCHISE FEES

7.1 *Payment to LFA:* Franchisee shall pay to the LFA a Franchise fee of three percent (3%) of annual Gross Revenue, provided, however, that at such time as the LFA requires all Cable Service providers in the Franchise Area to pay a Franchise fee of greater than three percent (3%) and it is permitted by law, the LFA shall be entitled, upon ninety (90) days' written notice to Franchisee, to require Franchisee to pay such higher amount up to a maximum of five percent (5%), and Franchisee agrees to pay such higher amount on a going forward basis, so long as other Cable Service providers in the Franchise Area are required to pay the same Franchise fee percentage that is imposed upon Franchisee. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Each Franchise fee payment shall be accompanied by a brief, accurate and complete report prepared by a representative of Franchisee showing Gross Revenue and the basis for the computation, which is currently in the form of Exhibit C attached hereto. Such reports shall not be required to include the number of Franchisee's Subscribers. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the LFA disagrees with any request for a refund it shall be entitled to withhold any disputed amount until the matter is mutually resolved by the parties or is resolved by a court of competent jurisdiction.

7.2 *Late Payments:* If any Franchise fee payment is not made on or before the due date, Franchisee shall pay as additional compensation an interest charge, computed from the due date, at an annual rate equal to the commercial prime interest rate of the LFA's primary depository bank during the period such unpaid amount is owed.

7.3 *Audit:* Subject to the confidentiality requirements of Section 9.2 of this Agreement, the LFA may audit or conduct a Franchise fee review of Franchisee's books and records no more than once every three (3) years during the term of this Agreement. All records

reasonably necessary for any such audit shall be made available by Franchisee to the LFA. Franchisee shall maintain such records for three (3) years provided that, if the LFA commences an audit within that three-year period, Franchisee shall continue to maintain such records for the duration of any audit in progress at the end of that three-year period. The LFA shall conduct all audits expeditiously, and the LFA shall not unreasonably delay the completion of an audit; the LFA shall provide Franchisee with written notice of its completion of the audit. Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that Franchisee underpaid the Franchise fees by five percent (5%) or more, then Franchisee shall pay those costs of the third-party audit which are reasonable, documented, out-of-pocket costs up to an aggregate of Five Thousand Dollars (\$5,000). If the results of an audit indicate an overpayment or underpayment of Franchise fees, the parties agree that such overpayment or underpayment shall be returned or offset against future payments if applicable, to the proper party within sixty (60) days, unless audit findings are in dispute; provided, however, that Franchisee shall be required to remit underpayments to the LFA together with interest at the rate provided in Section 7.2 above of the amount correctly due from the date such underpayment would have been due. If the audit determines that there has been an overpayment by Franchisee, such overpayment shall be subject to interest charges computed from the overpayment date at the rate provided above. Any audit shall be conducted by a qualified independent third party. Any entity employed by the LFA that performs the audit or Franchise fee review shall not be permitted to be compensated on a success-based formula, e.g., payment based on an underpayment of Franchise fees, if any. Subject to the terms set forth above, in the event Harford County, Maryland (“County”) seeks to exercise its rights to audit its franchise fee payments, the LFA hereby reserves the right to join into the County’s audit upon the County’s concurrence and written notice by LFA to Franchisee.

7.4 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any Franchise fee payable hereunder shall be four (4) years from the date on which the franchise fee payment by Franchisee is due.

7.5 *Bundled Services:* If Cable Services subject to the Franchise fee required under this Article 7 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders. Franchise will not intentionally or unlawfully allocate such revenue for the purpose of evading Franchise fee payments under this Agreement. The parties agree that tariffed telecommunication service rates that cannot be discounted by law or regulation are to be excluded from the bundled discount allocation basis.

8. **CUSTOMER SERVICE**

Customer Service Standards are set forth in Exhibit D, which shall be binding unless amended by written consent of the parties.

9. **REPORTS AND RECORDS**

9.1 *Open Books and Records:* Upon reasonable written notice to Franchisee and with no less than thirty (30) business days written notice to Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a nondisruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the records the LFA desires to review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years.

9.2 *Confidentiality:* Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to deliver copies of information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Franchise Area. The LFA shall treat any information disclosed by Franchisee as proprietary and confidential and shall only disclose it to employees, representatives, and agents thereof who have a need to know, or in order to enforce the provisions hereof. The LFA shall treat as confidential any books, records and information disclosed pursuant to this Agreement that constitutes proprietary or confidential information under federal or state law, to the extent Franchisee makes the LFA aware of such confidentiality. Franchisee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information, and shall provide a brief written explanation as to why such information is confidential under State or federal law. If the LFA believes it must disclose any such confidential information in the course of enforcing this Franchise, or for any other reason, it shall advise Franchisee in advance so that Franchisee can take appropriate steps to protect its interests. If the LFA receives a demand from any Person for disclosure of any information designated by Franchisee as confidential, the LFA shall, so far as consistent with applicable law, advise Franchisee and provide Franchisee with a copy of any written request by the party demanding access to such information within a reasonable time. Unless otherwise ordered by a court or agency of competent jurisdiction, the LFA agrees that, to the extent permitted by state and federal law, it shall deny access to any of Franchisee's information marked confidential as set forth above to any Person. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

9.3 *Records Required:* Franchisee shall at all times maintain:

9.3.1 Records of all written complaints for a period of three (3) years after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, including, without limitation, complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

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

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

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

9.3.5 A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

9.4 *Reporting Requirement – Annual Report:* Upon request and within one hundred twenty (120) days after the end of the fiscal year Franchisee shall deliver a copy of its Annual Report to the LFA. When Franchisee submits the Annual Report to the LFA, it will also provide the aggregate number of Subscribers for all classes of service and such information shall be treated as confidential by the LFA as provided in Section 9.2 hereof.

10. **INSURANCE AND INDEMNIFICATION**

10.1 *Insurance:*

10.1.1 Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

10.1.2 Commercial General Liability Insurance with limits of four million dollars (\$4,000,000) per occurrence for property damage and bodily injury and four million dollars (\$4,000,000) general aggregate covering the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

10.1.3 Automobile Liability Insurance in the amount of four million dollars (\$4,000,000) combined single limit each accident for bodily injury and property damage coverage.

10.1.4 Workers' Compensation Insurance in compliance with the statutory requirements of the state(s) of operation and Employer's Liability Insurance in the following amounts: (A) bodily injury by accident: one hundred thousand dollars (\$100,000); and (B) bodily injury by disease each employee: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) disease-policy limit.

10.1.5 The LFA shall be included as an additional insured as their interest may appear under this Agreement under each of the insurance policies required in this Article 10 except Worker's Compensation Insurance and Employer's Liability Insurance.

10.1.6 Upon receipt of notice from its insurer(s) Franchisee shall provide the LFA with thirty (30) days' prior written notice of cancellation of any required coverage and shall provide new certificates of insurance.

10.1.7 Each of the required insurance policies shall be with insurers qualified to do business in the State of Maryland, with an A-: VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

10.1.8 Within thirty (30) calendar days of the Effective Date, Franchisee shall deliver to LFA certificates of insurance showing evidence of the required coverage. In no event shall Franchisee be required to provide copies of its insurance policies to the LFA.

10.2 *Indemnification:*

10.2.1 Franchisee agrees to indemnify, save and hold harmless, and defend the LFA, its elected and appointed officials, officers, boards and employees, from and against any liability for damages or claims resulting from the following to the extent caused by Franchisee: (i) the acts or omissions of Franchisee and its employees, officers, agents, contractors or subcontractors, arising out of the construction, installation, maintenance, operation, or removal of the Cable System, including without limitation damage to persons, real property, or personal property caused by the construction, installation, operation, maintenance, or removal of any structure, equipment, wire, or cable; (ii) the acts or omissions of Franchisee, and its employees, officers, or agents, including any failure or refusal by Franchisee, and its employees, officers, agents, contractors or subcontractors to comply with any obligation or duty imposed on Franchisee by this Agreement; (iii) copyright infringements; and (iv) any failure by Franchisee to secure consents from the owners, authorized distributors, or licensees of programs to be delivered by the Cable System, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Agreement, and provided that the LFA shall give Franchisee prompt written notice of its obligation to indemnify the LFA as soon as practicable after receipt of a claim or action pursuant to this Subsection and sufficiently in advance of the time for Franchisee's response to a third party claim in order that Franchisee will be able to timely respond and the defense against such claim will not be prejudiced. The LFA shall take action necessary to avoid entry of a default judgment if such action is needed before the LFA provides Franchisee notice; provided, however, that no such action shall in any way prejudice or harm Franchisee. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA, for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with PEG Access, use of any INET or EAS, or the distribution of any Cable Service over the Cable System.

10.2.2 With respect to Franchisee's indemnity obligations set forth in this Section 10.2, Franchisee shall provide the defense of any claims, suits, causes of action, or proceedings brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not unreasonably be withheld. Franchisee shall keep the LFA and its counsel advised of the progress and the substance of the defense in a timely manner so that, if desired, the LFA can intervene to protect its rights and benefits. Nothing herein shall be deemed to prevent the LFA from cooperating with Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, (i) if a final

judgment is obtained against the LFA or one or more of its officers, employees or agents in a suit or action for which the LFA and its officers, employees and agents are entitled to be indemnified and held harmless under Subsection 10.2.1, Franchisee shall pay such judgment, including all costs and attorneys' fees, entered against the LFA and any of its officers, employees and agents; and (ii) Franchisee shall be entitled to settle a claim brought in a suit or action for which the LFA and its officers, employees and agents are entitled to be indemnified and held harmless hereunder, provided that, absent the release of the LFA and any other indemnified parties, Franchisee shall obtain the prior written approval of the LFA for any settlement of such claims against the LFA, which approval shall not be unreasonably withheld or unreasonably delayed. In the event that the terms of any such settlement do not include the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement. In the event that Franchisee fails, after notice pursuant to Subsection 10.2.1, to undertake the LFA's defense of any claims encompassed within this Section 10.2, Franchisee's indemnification shall include, but is not limited to, the LFA's reasonable attorneys' fees, including fees for outside counsel hired to defend the LFA, incurred in defending against any such claim, suit, cause of action, or proceeding, any interest charges arising from any claim, suit, cause of action, or proceeding arising under this Agreement.

10.2.3 The LFA shall at no time be liable for any injury or damage occurring to any Person or property from any acts or omissions of Franchisee in the construction, maintenance, use, operation or condition of the Cable System. It is a condition of this Agreement that the LFA shall not and does not by reason of this Agreement assume any liability whatsoever of Franchisee for injury to Persons or damage to property; provided, however, the LFA shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the LFA for which the LFA is legally responsible, subject to any and all defenses and limitations of liability provided by law.

11. TRANSFER OF FRANCHISE

11.1 Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.31 above.

12. RENEWAL OF FRANCHISE

12.1 The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12.2 In addition to the procedures set forth in said Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under

the then current Franchise term. The LFA further agrees that such assessments shall be provided to Franchisee promptly so that Franchisee has adequate time to submit a proposal under 47 U.S.C. 546 and complete renewal of the Franchise prior to expiration of its term.

12.3 Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then-current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then-current Franchise and the LFA may grant a renewal thereof.

12.4 Franchisee and the LFA consider the terms set forth in this Article to be consistent with the express provisions of Section 626 of the Communications Act, 47 U.S.C. 546.

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

13.1 *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

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

13.3 *Public Hearing:* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance in the event that: (1) In the event that Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article 13, or (2) in the event that Franchisee has not remedied the alleged noncompliance within thirty (30) days or the date projected pursuant to Section 13.2(iii) above. The LFA shall provide Franchisee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

13.4 *Enforcement:* Subject to applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 13.3, determines that Franchisee is in default of any provision of this Franchise, the LFA may:

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

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

13.4.3 In the case of a substantial material default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 13.5.

13.5 *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article 13, including the public hearing described in Section 13.3., the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

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

13.5.2 Following the second public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing, and thereafter the LFA shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by Franchisee. The LFA shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to Franchisee to effect any cure. If the LFA determines that the Franchise shall be revoked, the LFA shall promptly provide Franchisee with a written decision setting forth its reasoning. To the extent permitted by law, Franchisee may challenge or appeal such determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*, if permitted by law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the determination of the LFA.

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

14. MISCELLANEOUS PROVISIONS

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

14.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

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

14.4 *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by Force Majeure.

14.4.1 Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee which outweigh the benefit to be derived by the LFA and/or Subscribers.

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

14.5.1 Notices to Franchisee shall be mailed to:

Regional President
Verizon Maryland LLC
1 East Pratt Street, 8E
Baltimore, MD 21202

with a copy to:

Tonya Rutherford
ice President and General Counsel
Verizon
1300 I Street, N.W., 5th Floor
Washington, D.C. 20005

14.5.2 Notices to the LFA shall be mailed to:

Town Administrator
Town of Bel Air
39 Hickory Avenue
Bel Air, MD 21014

with a copy to:

Director of Human Resources
and Administration
Town of Bel Air
39 Hickory Avenue
Bel Air, MD 21014

14.6 *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the LFA, and it supersedes all prior or contemporaneous agreements, representations or understandings of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement, and the LFA shall not modify the terms or conditions of this Agreement, abrogate any rights of Franchisee contained herein or impose any new obligations or duties on Franchisee by changes to existing laws or regulations or by the adoption of any new laws or regulations.

14.7 *Amendments*: Amendments and modifications of this Franchise shall be mutually agreed to in writing by the parties.

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

14.9 *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sub section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

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

14.11 *FTTP Network Transfer Prohibition*: Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. Franchisee shall not be

required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.

14.12 *Rate Regulation:* The rates and charges for Franchisee's Cable Service shall comply with any applicable provisions of 47 U.S.C. § 543. The parties acknowledge and agree that the rates and charges imposed by Franchisee for Cable Services will not be subject to the approval of or regulation by the LFA since Franchisee will be subject to effective competition as provided in 47 U.S.C. § 543. Therefore, the LFA will not regulate Franchisee's rates at this time, but it reserves any right to regulate Franchisee's rates it may have in the future.

14.13 *LFA Information:* The LFA's name, address and telephone number shall be omitted from Franchisee's bills pursuant to the LFA's request as permitted by 47 CFR 76.952.

14.14 *Independent Review:* The LFA and Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.15 *Governing Law:* This Agreement shall be governed by and construed under the laws of the State of Maryland and applicable federal law.

14.16 *Jurisdiction and Venue:* Franchisee and the LFA agree that any court action to enforce or interpret the terms of this Agreement shall be brought and maintained exclusively in either the Circuit Court for Harford County, Maryland, or the U.S. District Court for the District of Maryland, provided that the chosen forum has subject matter jurisdiction over the action and, in the case of an action originally brought in the Circuit Court, without prejudice to the exercise of any right of removal created by federal law.

[SIGNATURE PAGE FOLLOWS]

AGREED TO THIS _____ DAY OF _____ 2025.

TOWN OF BEL AIR, MARYLAND

By: _____

Town Administrator

VERIZON MARYLAND LLC.

By: _____

Regional President

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

Facility	Address	Municipality	State	Zip
Bel Air Town Hall	39 N. Hickory Avenue	Bel Air	MD	21014
Bel Air Police Department	39 N. Hickory Avenue	Bel Air	MD	21014
Bel Air Armory and Economic Development Department	37 N. Main Street	Bel Air	MD	21014
Bel Air Planning and Public Works Department	705 Churchville Road	Bel Air	MD	21014
Bel Air Parks & Recreation Building	115 E. Pennsylvania Ave.	Bel Air	MD	21014
Rockfield Manor	501 East Churchville Road	Bel Air	MD	21014

EXHIBIT B

SAMPLE NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is entered into by and between Verizon Maryland LLC, a corporation duly organized under the applicable laws of Maryland (“Verizon”) and _____, having a place of business in _____ (“Consultant”).

WHEREAS, on or about _____, the _____ (“LFA”) granted a cable franchise (the “Franchise Agreement”) to Verizon; and

WHEREAS, the LFA has contracted with the Consultant as an independent contractor to witness and review tests on behalf of the LFA (the “Consultancy”).

NOW THEREFORE, considering these premises, Verizon and the Consultant agree as follows:

1. For purposes of this Agreement, “Confidential Information” shall mean any and all information, network designs and equipment, documents, data, correspondence, studies or other records or materials (including all information contained therein) which have been or will be provided, produced or made available to the Consultant by Verizon and its affiliates in connection with, or as the result of, the Consultant’s access to Verizon property or otherwise and that are reasonably deemed by Verizon to be proprietary or confidential in nature, including, but not limited to, documents and records identified by, and protected from disclosure by applicable law.

2. Access to Confidential Information shall be limited to those individual representatives of the Consultant who are directly involved in the Consultancy and who have executed this Confidentiality Agreement (“Consultant’s Staff”), and the Consultant assumes responsibility for compliance with the terms of this Confidentiality Agreement by its respective employees.

3. The Consultant and the Consultant’s Staff that are signatories hereto agree not to disclose, publish, or disseminate to the public or to any individual not a signatory hereto any Confidential Information (including notes taken therefrom). The Consultant and the Consultant’s Staff further agree to use any or all of the Confidential Information obtained hereunder only for purposes of the Consultancy.

4. Notwithstanding any other provision of this Agreement, the Consultant may refer to Confidential Information in any report or materials prepared by the Consultant for the LFA, provided that any such report or materials shall disclose such information only to the extent necessary to convey essential information. If the Consultant intends to refer to Confidential Information concerning specific network elements, designs or equipment, or any components thereof, in any such report or materials, the Consultant shall give Verizon at least fifteen (15) calendar days notice of such intent and provide specific identification of the network elements, designs or equipment to be referenced. Upon receipt of notice, Verizon shall provide the following

documentation to the Consultant and the LFA: (i) a statement attesting to the reason(s) Verizon believes the information is confidential; and (ii) a statement that the information is available for review by the LFA at a LFA-designated location. The Consultant shall thereafter redact all references to such any such information in any report or materials prepared by the Consultant for the LFA.

5. Notwithstanding any other provision of this Agreement, this Agreement shall not apply to Confidential Information that:

(a) was previously known to the Consultant or Consultant's Staff without obligation of confidentiality;

(b) is obtained by the Consultant or Consultant's Staff after the date hereof from a third party that is lawfully in possession of such information and is not in violation of any contractual or legal obligation to Verizon or any third party with respect to such information;

(c) is or becomes part of the public domain through no fault of the Consultant or Consultant's Staff;

(d) is ordered to be disclosed by administrative or judicial action, provided that the Consultant, immediately after notice of such request for disclosure, notifies Verizon of such request to give Verizon sufficient time to seek a protective order or utilize other remedies to protect the Confidential Information; or,

(e) is approved for disclosure and release by written authorization by Verizon.

6. The Consultant shall give Verizon at least fifteen (15) business days notice of its desire to use, in the course of any judicial or administrative proceeding resulting from the Consultancy, any Confidential Information, including but not limited to any proffer of evidence. If any such use is planned, the Consultant and Verizon shall meet for purposes of attempting, in good faith, to establish procedures that will accommodate the needs of the Consultant while at the same time ensuring the nondisclosure of Confidential Information other than to the extent necessary for purposes of the relevant proceeding. In the event of a failure to agree, the Consultant and Verizon will submit the issue of appropriate protection from disclosure to the appropriate court or administrative tribunal.

7. Nothing in this Confidentiality Agreement shall limit Verizon's right to seek greater protection for particular Confidential Information from a court of competent jurisdiction, including the right to seek to preclude access altogether. Nor shall anything in this Confidentiality Agreement limit or restrict Verizon's right to challenge the admissibility or use of any document or information in any administrative or judicial proceeding resulting from the Consultancy on any legitimate ground.

8. This Confidentiality Agreement shall become effective as of the earliest date on which the parties hereto execute this Confidentiality Agreement and shall, unless the parties hereto agree in writing to an earlier termination date, continue for a period of five (5) years. Once the

Consultancy is completed, either party may terminate this Confidentiality Agreement upon ten (10) days written notice to the other party. However, Verizon may terminate the Confidentiality Agreement for the Consultant's or the Consultant's Staff's failure to comply with the terms and conditions of the Confidentiality Agreement, subject to the following steps:

Verizon shall provide notice to the Consultant, with copy of such notice also provided by Verizon to the LFA, of its intent to terminate the Confidentiality Agreement and indicate the reason or reasons for such termination;

The Consultancy shall be paused and the Consultant shall have reasonable opportunity to assure Verizon, to Verizon's satisfaction, that it is conducting the Consultancy in compliance with the terms and conditions of the Confidentiality Agreement; and,

Should Verizon then determine that the Consultant or Consultant's Staff cannot, will not, or is not complying with the terms and conditions of the Confidentiality Agreement, Verizon may then, following consultation with the LFA, terminate the Confidentiality Agreement.

9. All obligations regarding use and disclosure of Confidential Information shall survive and continue any termination, cancellation or expiration of this Confidentiality Agreement. Upon expiration or termination of this Agreement, the Consultant and Consultant's Staff shall, as may be requested by Verizon, destroy or return to Verizon all Confidential Information.

10. Nothing in this Confidentiality Agreement shall limit Verizon's right to deny access to certain properties or business records on the basis that the information sought is not reasonably related to the subject of the Consultancy, is subject to the attorney-client privilege, or constitutes attorney work product, or otherwise. Nor shall anything in this Confidentiality Agreement be construed to limit or restrict Verizon's right to challenge the admissibility or use of any of its business records in any administrative or judicial proceeding resulting from the Consultancy on any legitimate ground, including but not limited to competence, relevance, materiality, or privilege.

11. All notices or other communications required or permitted to be made or given hereunder shall be in writing and shall be mailed or delivered to the below addresses or at such other address as may be specified by the parties in writing:

For Verizon:

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Facsimile: _____

For Consultant:

Name: _____

Title: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____

12. The individuals executing this Agreement for and on behalf of the parties hereto represent that they are fully authorized and empowered to do so for and on behalf of their respective principals.

Executed on the respective dates set forth below:

VERIZON

Verizon Maryland, LLC

Name: _____
Title: _____
Date: _____

CONSULTANT

Name: _____
Title: _____
Date: _____

EXHIBIT C

FRANCHISE FEE SCHEDULE EXAMPLE REPORT

**Franchise Fee Schedule/Report 1st
Quarter 2008**

Bel Air Town

Verizon - fBA

Maryland

*Franchise Fee
Rate:*

	January	February	March	Quarter Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)				
Usage Based Charges (e.g. PayPer View, Installation)				
Advertising				
Home Shopping				
Late Payment				
Other Misc. (Leased Access & Other Misc.)				
Franchise Fee Billed				
PEG Fee Billed				
Less:				
Bad Debt				
Total Receipts Subject to Franchise Fee Calculation				
Franchise Fee Due				

Verizon Maryland LLC is hereby requesting that this information be treated as confidential and proprietary commercial information and not disclosed in accordance with Md. State Gov't Code Ann. § 10-617 and the Cable Television Franchise Agreement granted to Verizon Maryland LLC. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is treated by Verizon as such.

EXHIBIT D

CUSTOMER SERVICE STANDARDS

These standards shall apply to Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area.

SECTION 1: DEFINITIONS

- A. *Respond:* Franchisee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.
- B. *Significant Outage:* A significant outage of the Cable Service shall mean any Service Interruption or System Malfunction lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.
- C. *Service Call:* The action taken by Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.
- D. *Standard Installation:* Installations where the subscriber is within three hundred (300) feet of trunk or feeder lines.

SECTION 2: TELEPHONE AVAILABILITY

- A. Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions during Normal Business Hours. Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response ("ARU") or a Voice response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.
- B. Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by Franchisee.
- C. Franchisee may, may at any time, use an ARU or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue

for a live representative. Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by Franchisee shall be answered within thirty (30) seconds. Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. Upon request from the LFA, but in no event more than once a quarter thirty (30) days following the end of each quarter, Franchisee shall report to the LFA the following for all call centers receiving calls from Subscribers except for temporary telephone numbers set up for national promotions:

(1) Percentage of calls answered within thirty (30) seconds as set forth in Subsection 2.D.

(2) Percentage of time customers received busy signal when calling the Verizon service center as set forth in Subsection 2.E.

Subject to consumer privacy requirements, underlying activity will be made available to the LFA for review upon reasonable request.

G. At Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. Franchisee shall notify the LFA of such a change at least thirty (30) calendar days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicate a clear failure to comply.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the Subscriber's premises or within seven (7) business days after an order is placed if the ONT is already installed on the

Subscriber's premises. If the ONT is not present, the Standard Installation shall be performed within fourteen (14) business days after an order is placed. For other than a Standard Installation, Franchisee shall provide the customer in advance with a total installation cost estimate and estimated date of completion.

Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) business days after ONT placement or later than seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

C. Franchisee shall provide the LFA with a report upon request from the LFA, but in no event more than once a quarter thirty (30) days following the end of each quarter, noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) business day period by the Subscriber. Subject to consumer privacy requirements, underlying activity will be made available to the LFA for review upon reasonable request.

At Franchisee's option, the measurements and reporting of above may be changed from calendar quarters to billing or accounting quarters. Franchisee shall notify the LFA of such a change not less than thirty (30) calendar days in advance.

D. Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At Franchisee's discretion, Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the LFA and each affected Subscriber in the Service Area have been given fifteen (15) calendar days prior notice of the proposed Significant Outage. Notwithstanding the forgoing, Franchisee may perform modifications, repairs and upgrades to the System between 12.01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.

B. Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

C. Under Normal Operating Conditions, Franchisee must Respond to a call from a

Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving subscriber calls respecting Service Interruptions in the Service Area.

(2) Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the LFA of a Cable Service problem.

D. Under Normal Operating Conditions, Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

E. Franchisee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

F. Franchisee shall provide the LFA with a report upon request from the LFA, but in no event more than once a quarter within thirty (30) calendar days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the LFA for review upon reasonable request. At Franchisee's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters. Franchisee shall notify the LFA of such a change at least thirty (30) calendar days in advance.

G. Under Normal Operating Conditions, Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow Franchisee to verify the problem if requested by Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

I. The Franchisee may provide all notices identified in this Section electronically or on-screen.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, Franchisee shall investigate Subscriber complaints referred by the LFA within five (5) business days. Franchisee shall notify the LFA of those matters that necessitate an excess of five (5) business days to resolve, but those matters must be resolved within fifteen (15) calendar days of the initial complaint. The LFA may require reasonable documentation to be provided by Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that Franchisee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, Franchise fees, taxes and/or other governmentally imposed fees. Franchisee shall maintain records of the date and place of mailing of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;
(2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

E. Franchisee shall provide a telephone number and address on the bill for Subscribers to contact Franchisee.

F. Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the LFA upon request.

G. Franchisee shall provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may, at its' discretion, permit payment by using a major credit card or debit card on a preauthorized basis. Based on credit history, at the option of Franchisee, the payment alternative may be limited.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. Franchisee may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, 2) who refuse to provide credit history information to Franchisee, or 3) who rent Subscriber equipment from Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit Franchisee may charge for Subscriber equipment is the cost of the equipment which Franchisee would need to purchase to replace the equipment rented to the Subscriber.

B. Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. Franchisee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks will be issued within next available billing cycle following the resolution of the event giving rise to the refund, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

F. Bills shall be considered paid when appropriate payment is received by Franchisee or its' authorized agent. Appropriate time considerations shall be included in Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8: RATES, FEES AND CHARGES

A. Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work

related to Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect Franchisee's equipment (for example, a dog chew).

B. Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 9: DISCONNECTION/DENIAL OF SERVICE

A. Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

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

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of Franchisee shall wear a clearly visible identification card bearing their name and photograph. Franchisee shall make reasonable effort to account for all identification 'cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for Franchisee shall have the contractor's / subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to Franchisee.

B. All contact with a Subscriber' or potential Subscriber by a Person representing Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section shall be by either.

- (1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

D. Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) calendar days in advance of such changes if within the control of Franchisee, and Franchisee shall provide a copy of the notice to the LFA including how and where the notice was given to Subscribers.

E. Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) calendar days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by Franchisee related to Cable Service;
- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address and telephone number of the LFA, but with a notice advising the Subscriber to initially contact Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

G. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

H. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

I. Franchisee will provide convenient alternative means for bill payment, and providing for the pick up or drop off of equipment by any one or more of (i) having a Franchisee representative going to the Subscriber's premises, (ii) using a pre-paid mailer, or (iii) establishing a location(s) for the pick up and drop off of equipment.