COXCOM, LLC

CITY OF TUCSON

CABLE TELEVISION RENEWAL LICENSE AGREEMENT

Effective July 1, 2012

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CABLE TELEVISION RENEWAL LICENSE AGREEMENT

This Cable Television Renewal License Agreement (the "License") is made and entered into by and between the City of Tucson, an Arizona municipal corporation (the "City") and CoxCom, LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, City is authorized to grant, renew, deny, and terminate Licenses for the installation, operation, and maintenance of Cable Systems (defined below) and otherwise regulate Cable Service (defined below) within City boundaries by virtue of federal and state statutes, City's police powers, its authority over its public rights-of-way, and other City powers and authority.

WHEREAS, Licensee has maintained and operated a Cable System in City pursuant to the Existing License (defined below), which expires by its terms on June 30, 2012.

WHEREAS, Licensee and City desire to enter into a new license for Licensee to provide Cable Services within City to take effect upon the expiration of the Existing License.

WHEREAS, City hereby finds that it would serve the public interest to grant a nonexclusive license on the terms and conditions hereinafter set forth, and Licensee agrees to accept a nonexclusive license under these terms and conditions.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. **Definitions**. For the purposes of this License, the following terms, phrases, words, abbreviations, and their derivations have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, not merely directory. Words not defined herein shall be given their common and ordinary meaning. All references to days are to calendar days, unless otherwise specified.

1.1. "Affiliate" means any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with Licensee.

1.2. "Cable Act" means the Cable Communications Policy Act of 1984, as amended, including the Telecommunications Act of 1996.

1.3. "Cable Service" means the transmission to Subscribers of video programming or other programming services and Subscriber interaction, if any, that is required for the selection or use of the video programming or other programming services.

1.4. "Cable System" means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services, that includes video programming, and that is provided to multiple Subscribers within City, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with 47 U.S.C. § 573; or (e) any facility of an electric utility used solely for operating its electric utility systems. Any reference to Licensee's Cable System refers to the Cable System as a whole or any part thereof. As used above, "interactive on-demand services" means a service providing video programming to Subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.

1.5. "City Building" means a building that is both (a) occupied or owned by City and (b) used for municipal purposes.

1.6. "City Council" means the present governing body of City or any future body constituting the legislative body of City.

1.7. "City Manager" means the City Manager or the City Manager's designee.

1.8. "Competitor" means any Person entering into the Public Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the License Area, including by means of an "open video system" (as such term is defined in the Cable Act).

1.9. "Confidential Information" means any and all technical data, materials, reports, and other information owned by or developed by, or on behalf of Licensee and/or its Affiliates, any information that relates to the Cable System, and any and all financial data and information relating to Licensee's business, that Licensee discloses in writing, orally, visually, or through some other media, or that City learns or obtains through observation, analysis, compilation, or other study of such information, data, or knowledge, except any portion thereof that (a) is known to City at the time of the disclosure, as evidenced by its written records and was not acquired by City on a confidential basis; (b) is disclosed to City by a third party having a right to make such disclosure; (c) becomes published, or otherwise publicly known through no fault of City;

or (d) is independently developed by or for City without use of Confidential Information disclosed hereunder as evidenced by its written records.

1.10. "Effective Date" means July 1, 2012.

1.11. "Existing License" means the Cable Renewal License Agreement dated May 1, 2007, by and between CoxCom, Inc. (CoxCom, LLC, as of July 1, 2011) and City.

1.12. "FCC" means the Federal Communications Commission or its designated representative.

1.13. "Gross Revenues" means gross revenue as defined by Arizona law, A.R.S. § 9-505(6).

1.14. "License Area" means the current incorporated boundaries of City and any future annexed area.

1.15. "License Fee" means the fee set forth in Section 3 of this License.

1.16. "MDU" means any adjacent building(s) such as apartments under common ownership containing more than four dwelling units used as living quarters.

1.17. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers.

1.18. "Normal Operating Conditions" means those service conditions that are within Licensee's control including, but not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Those conditions that are not within Licensee's control include, but are not limited to, natural disasters, civil disturbances, utility company power outages, telephone network outages, and severe or unusual weather conditions.

1.19. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

1.20. "Public Street" means only a street, road, highway, freeway, lane, alley, sidewalk, parkway, right-of-way, or drive that is owned by a public entity in fee or as to which a public easement has been dedicated for street purposes, and with respect to which, and to the extent that, City has a right to grant the use of the surface of, and space above and below in connection with this License for the Cable System, or other compatible uses; provided, however, a requirement that Licensee also obtain a permit from another government agency or entity to use of street, road, highway, freeway, lane, alley, sidewalk, parkway, right-of-way, or drive does not mean that such street, road, highway, freeway, lane, alley, sidewalk, parkway, right-of-way, or drive is not a Public Street.

1.21. "Standard Drop" means a cable connection that requires no more than a 125-foot drop measured from the nearest point of a Subscriber's home or place of business to the nearest existing technically feasible point on the Cable System from which an individual Subscriber can be connected to the Cable System. A Standard Drop involves only one outlet and standard materials. A Standard Drop does not include the following (the cost of which may be assessed directly to the Subscriber): (a) a wall fish; (b) custom installation work, including specific Subscriber-requested work that requires non-standard materials or cable routing that requires construction methods exceeding reasonable underground or aerial work; or (c) the cost of any equipment or construction modifications necessary to provide an adequate signal over the Standard Drop to the Subscriber's residence.

1.22. "Subscriber" means any Person lawfully receiving the Cable Services of Licensee's Cable System.

1.23. "Subscriber Complaint" means any written or oral complaint by a Subscriber to City that the Subscriber did not receive the Cable Service that the Subscriber requested consistent with the requirements of this License.

2. **Grant of Authority To Operate; Term**.

2.1. Grant of Authority To Operate. City hereby grants to Licensee the nonexclusive right and authority to operate a Cable System in City and for that purpose to erect, install, solicit, construct, repair, replace, rebuild, reconstruct, maintain, and retain in, on, over, upon, across, and along any Public Streets such poles, wires, cable fiber optics, conductors, ducts, conduit, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units, and other property or equipment as may be necessary or appurtenant to the Cable System; and, in addition, so to use, operate, and provide similar facilities or properties rented or leased from other Persons, including but not limited to any public utility or other entity licensed or permitted to do business in City. Nothing in this License shall be construed to (a) prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law or (b) create, transfer, sell or convey an interest in real property.

2.2. Competitive Parity. Licensee's right to use and occupy the Public Streets in City for the purpose herein provided shall not be exclusive. However, City agrees not to allow any person to enter into the Public Streets for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the License Area, including by means of an "open video system" (as such term is defined in the Cable Act), without first obtaining a permit, license, authorization, or other agreement from City or such other governmental entity then entitled to grant such permit, license, authorization, or other agreement.

2.3. Prior Occupancy. Any privilege claimed under this License by Licensee in any Public Street or other public property is subordinate to any (a) prior or subsequent lawful occupancy or use thereof by City or any other governmental entity, (b) prior lawful

occupancy or use thereof by any other Person, and (c) prior easements therein; provided, however, that nothing herein extinguishes or otherwise interferes with property rights established independently of this License.

2.4. Term. This grant of authority runs for a term of ten (10) years, effective as of midnight on July 1, 2012, and ending at 11:59 p.m. on June 30, 2022, unless otherwise terminated pursuant to the terms of this license.

3. **License Fee**.

3.1. License Fee. Licensee shall pay to City a License Fee in an amount equal to five percent (5%) of Licensee's Gross Revenues during the term of this License.

3.2. Offsets. Licensee is entitled to offset against License Fees due to City for the following.

3.2.1. Any amounts Licensee paid to City during the prior quarter in transaction privilege taxes; provided, however, that Licensee is not entitled to offset to the extent that Licensee made payments of transaction privilege taxes on any gross income (within the meaning of the transaction privilege tax ordinance) that is not included in Gross Revenues.

3.2.2. Any amounts Licensee paid during the prior quarter for repair, renovation, restoration, or reconstruction of Public Streets to comply with any requirements of City, whatever their source or nature, that exceed the repair and restoration requirements set forth in Section 11.7 of this License.

3.2.3. Any amounts Licensee paid to City during the prior quarter for rental, application, construction, permit, inspection, inconvenience, and other fees and charges related to Licensee’s use of the Public Streets.

3.3. Payment of License Fees. The payment of the License Fee shall be made quarterly by delivery to the City Manager on or before the thirtieth (30th) day of the month following the end of each calendar quarter, with a ten (10)-day grace period. Each License Fee payment shall be accompanied by a written report to City, verified by an authorized Licensee representative, containing an accurate statement in summarized form of Licensee’s Gross Revenues and the computation of the payment amount under Sections 3.1 and 3.2.

3.4. Retaining License Fees Collected. As provided in A.R.S. § 9-506(E), Licensee is authorized to retain License Fees from its Subscribers as and in the amount set forth from time to time in agreement(s) between City and Licensee for in-kind cable service or payments.

3.5. Interest. If License Fees are not paid in accordance with Section 3.3, City may impose interest at a rate equal to the annual base rate of interest published in the Wall Street Journal (Western Edition) from time to time as the "prime rate" (or such other similar publication as City may choose if the Wall Street Journal (Western Edition)

ceases to publish such rate) plus one percent commencing from the date payment should have been made in accordance with Section 3.3 and continuing until the payment is made.

3.6. No Accord and Satisfaction. Except as set forth in this License, no acceptance of any fee or payment by City shall be construed as a release or an accord and satisfaction of any claim City may have for further and additional sums payable under this License or the Cable Ordinance.

3.7. License Fee Audit.

3.7.1. Upon written notice to Licensee, City may inspect Licensee's records of Gross Revenues, and City shall have the right to audit any amounts determined to be payable under this License; provided, however, that such audit must take place within thirty-six (36) months following the close of Licensee's fiscal year for which the audit is desired.

3.7.2. Upon completion of an audit, City shall provide Licensee with written notice including a copy of the audit report and setting forth any additional amounts due to City identified in the audit. Licensee shall pay any deficiency within thirty (30) days following such written notice; provided, however, that Licensee will not be required to pay such deficiency until thirty (30) days after completion of the administrative hearing process if Licensee commences such process pursuant to Section 18.2. If a City audit shows overpayments, City shall promptly pay Licensee the overpaid amount.

3.7.3. If Licensee determines in an internal audit that it overpaid License Fees, Licensee may request a credit or refund by submitting a written claim for credit or refund of the overpaid License Fees. A credit or refund claim must identify (i) the dollar amount of the credit or refund requested, (ii) the specific License Fee period(s) involved, and (iii) the specific grounds upon which the claim is based. No credit shall be allowed or refund paid except for those License Fees paid in excess of the amount due within the limitation period provided in Section 3.7.1. The credit or refund limitation period shall be calculated from the date the City receives Licensee’s written claim meeting the requirements of this Section 3.7.3. The following additional requirements apply to the City and Licensee for claims for credit or refund submitted pursuant to this Section 3.7.3. The City may request, in writing, additional information or documentation from Licensee to support the requested credit or refund. Such information or documentation must be reasonably related to the claim and required to be maintained in the normal course of business. Upon denial of all or part of a claim or, if the City fails to issue a determination within three (3) months after the later of receiving the claim and receiving any requested additional information or documentation, the Licensee may consider the claim for credit or refund denied and may commence a process under Section 18.2. Interest shall be allowed on the overpayment of License Fees claimed by Licensee under this procedure at the rate and in the manner set forth in Section 3.5 and shall be

calculated from the date the City receives the Licensee's written claim meeting the requirements of this Section 3.7.3. A determination by the City under this Section 3.7.3, whether an approval of a claim or a denial of a claim, in whole or in part, shall become final thirty (30) days from the date of receipt of the notice by the claimant, unless Licensee commences the process under Section 18.2

4. **City Channels**.

4.1. City Channels. Licensee will provide City the channel capacity for two (2) channels of non-commercial public, educational or governmental access programming as required by federal and state law in the Basic Service tier of the Cable System and two (2) channels of noncommercial public (including secure public safety, fire or police), educational or governmental access programming in the digital programming tier of the Cable System ("City Channels").

4.1.1. A Government Channel is for use by City for non-commercial, informational programming regarding government activities and programs. An Education Channel shall be used by City for non-commercial, informational programming regarding educational activities and programs. A Public Channel shall be used by City for non-commercial, informational programming regarding public activities and programs. As provided in Section 4.1.2, a City Channel may carry more than one category of access programming. A Public Safety Channel shall be used by City for non-commercial, informational programming regarding police or fire programs.

4.1.2. On the Effective Date, the four (4) City Channels that Licensee carries on the Cable System shall be located on channels 12, 20, 120 and 875. Not later than May 1, 2012, City shall designate what category of non-commercial public, educational or governmental (including secure public safety) access programming shall be carried on each of these four (4) channels. At its sole discretion, City may designate that one or more of the four (4) City Channels carry more than one category of public, education and governmental access programming. Solely for purposes of illustration, for example, City could elect to designate that channels 12 and 120 each carry both governmental and educational access programming and that channel 20 carry public access programming.

4.1.2.1. At no charge to City, Licensee will provide notice in its printed and online materials of any change(s) in content of the City Channels due to City's designation.

4.1.2.2. If City wishes to have Licensee's on-screen and other programming guides reflect the nature and details of content of City Channels that are not secured from public viewing, it is responsible timely to notify Licensee's program guide vendors of programming content and changes on the City Channels.

4.1.3. On the Effective Date, Licensee shall cease, and is no longer required, to carry on the Cable System any other Analog PEG Channels and Digital PEG Channels (as defined in Section 15 of the Existing License).

4.1.4. At no cost to City Licensee shall continue to secure the audio and video portions of the signal delivered over the Digital Fire Channel so that the signal may be received only by specially-equipped converters.

4.2. Management and Control of City Channels.

4.2.1. City may designate one or more Access Managers to manage the City Channels. The responsibilities of these entities are solely a matter for City's judgment.

4.2.2. Licensee may not exercise any editorial control over the content of City Channel programming, except as expressly permitted by federal law. City will not hold Licensee responsible for the content of any City Channel programming (other than programming that Licensee may produce that is cablecast on the City Channels). Without limiting the significance of any other provision, it is a material violation of this License and of the rights of users of City Channels for Licensee to exercise editorial control over programming on City Channels in violation of this subsection. Licensee also agrees not to enter into any exclusive agreement regarding any programming distributed on a City Channel that would prohibit the distribution of that programming on any cable system or in any other medium.

4.3. Use and Operation of City Channels.

4.3.1. All City Channels carried on the Basic Service tier shall be available without additional charge and, if there is no Basic Service tier, shall be available to all Subscribers without additional charge. All City Channels (except any Digital Fire and Public Safety Channel intended only for secured viewing by City-authorized persons) carried in the digital tier shall be available without additional charge to all of Licensee’s digital Subscribers without additional charge.

4.3.2. This Section 4 does not relieve Licensee from any obligations of Licensee under agreements with third parties with respect to the Higher Education PEG Channels (now carried in the digital tier on channels 116 and 121), which are not City Channels under, or subject to, this License and which Licensee shall carry on the Cable System after the Effective Date, subject to the terms and conditions of the agreements with the respective third parties (University of Arizona and Pima Community College) and not as obligations of License under this License.

4.3.3. City may not lease any City Channel capacity without the express written permission of Licensee. City Channel capacity used for video programming may not be used to cablecast commercial matter. “Commercial matter” means time sold for purposes of selling a product or service. Nothing in

this subsection prevents activities designed to defray costs that City or Access Manager is required to bear. By way of example and not limitation, the parties do not intend to limit sponsorship announcements comparable to those that might be carried on a noncommercial broadcast station; or to prevent schools from charging course fees, and then delivering the course via the City Channels; or to prevent solicitation by Access Managers of financial support for the provision of City Channels or for charitable, educational or governmental purposes.

4.4. Points of Origin. Programming for the City Channels shall originate from studios and other locations designated by City within the corporate limits of City. At no cost to City Licensee shall continue to connect the Cable System so that programming for the respective City Channels as identified and designated by City in Section 4.1.2 may originate from the existing studios and other locations ("Points of Origin") that are listed on Exhibit A. City is responsible for paying Licensee the incremental cost of providing the most cost-effective technically feasible connection to any additional Points of Origin that City designates.

4.5. Costs and Expenses. Licensee shall incur costs and expenses to provide, maintain and operate facilities and equipment of the Cable System, including facilities and equipment for signal carriage, processing, reformatting and interconnection:

4.5.1. To connect the Cable System, as it may be relocated from time to time, to transmit programming to and from existing Points of Origin at locations of public, educational or governmental access facilities and to allow monitoring of access programming at the facilities.

4.5.2. To transmit public, educational and governmental access channels to subscribers with the same prevailing quality, functionality and identification as other channels.

4.6. Maintenance of Equipment. Licensee shall provide at no charge to City prompt and regular periodic maintenance and replacement of any cables, amplifiers, and other distribution equipment owned by Licensee and used for the City Channels. City shall provide and operate and maintain at its expense all other equipment and facilities necessary for operation of the City Channels.

4.7. Downstream Programming from Another City or Town. If City elects to receive downstream programming from another city or town above and beyond what it has in place on the Effective Date of this License, City shall pay all costs incurred by Licensee in providing for City to receive such programming. City must obtain the necessary consents from the city or town that originated the programming before Licensee takes any steps to provide City with such programming.

4.8. Location of Channels. Licensee may, in its sole discretion, determine the tier and channel location of the City Channels and the method for delivering these channels over the Cable System; provided that any decision that changes the locations of City Channels will be made in consultation with City and Cox will use its best efforts

to give a reasonable period of notice not less than ninety (90) days; provided further that subject to federal must-carry obligations, the position of Government Channel 12 will not be changed except by mutual agreement of the parties. Licensee will provide at no charge to City notice of the changed location channel in its printed or online materials as designated in the Subscriber Service Standards within the time periods specified for notice to Subscribers.

4.9. Unused Capacity. Licensee may utilize unused capacity on the City Channels for any purpose under rules and procedures that City shall establish. Licensee and City will annually review the use of the City Channels and, upon mutual agreement between Licensee and City, City may relinquish one or more of the City Channels to Licensee for use as Licensee sees fit.

5. **Services to City**.

5.1. Service to City Buildings. Licensee will continue to provide Basic Service to City buildings that are receiving Cable Service at the beginning of the term of this Agreement. Upon written request from the City Manager, at no charge to City, Licensee shall provide Licensee's Basic tier of service to additional City Buildings.

5.2. Drops to City Buildings. If making service available to a City Building requires no more than a Standard Drop, Licensee shall make service available without charge to City Buildings. If making service available to a City Building requires more than a Standard Drop, Licensee will not be required to make such service available unless the City entity requesting such service pays to Licensee an amount equal to the actual, reasonable labor and material costs incurred by Licensee for the additional facilities and work, less Licensee's cost for a Standard Drop. Absent a showing by Licensee to the City Manager of unusual circumstances, which include without limitation street crossings or plant extensions, any Standard Drop to any City Buildings shall be accomplished within ten (10) days of the written request for service or, if later in the case of a City Building not owned by City, after owner's execution of any necessary easement documents.

6. **System Design and Capacity; Testing; Changes in Cable Technology**.

6.1. System Design. The Cable System, as installed, uses a hybrid fiber optic/coaxial cable network. The Cable System is built so that fiber is provided to all neighborhood nodes. Extending from each optic site is radio frequency coaxial cable.

6.2. System Capacity. The channel capacity of the Cable System is expandable as future needs arise. At a minimum, system capacity of 750 MHz must be available for signal transmission on the Cable System.

6.3. Testing. Licensee will work with City to jointly select test points that can be used by City to itself test Cable System performance at City's sole cost and expense so long as the designated test points are consistent with FCC requirements. Licensee shall have a right to have designated personnel present during the tests at Licensee's sole cost and expense. Tests shall occur no more than twice annually unless (i) tests

performed by City or by Licensee show a problem; or (ii) City receives documented complaints regarding system performance.

6.4. Periodic Meetings. City and Licensee will meet at periods not exceeding two years or upon the written request of either to discuss changes in cable television laws, regulations, technology, competing services, the needs of the community, and other factors impacting cable television. As a result of these discussions, this License may be modified by mutual agreement of City and Licensee to respond to a change in laws, regulations, technology, competing services, the needs of the community, or other factors affecting cable television.

6.5. Change in Conditions. If any of the following conditions occur, and upon written request of either Licensee or City, the City Manager and Licensee will meet and discuss in good faith the terms of a mutually agreeable amendment to this License:

6.5.1. Cable Service similar to the Cable Service offered by Licensee is provided by any Competitor that, when its license is viewed in the whole, is not subject to similar licensing requirements of City; or

6.5.2. any other significant event occurs, including but not limited to changes of federal or state law or a final non-appealable order or judgment by a court of competent jurisdiction, which either City or Licensee believes may affect the current terms and conditions of this License.

6.6. Purpose. The purpose of the meetings set forth in this Section 6 is to use best efforts to reach mutually acceptable agreement for recommendation to the City Council for proposed action on amendments to this License to relieve City or Licensee from any commercial impracticability that arises during the term of this License by facilitating a process whereby the parties may, but are not required to, reach a mutually acceptable agreement to amend this License.

7. **Line Extension**.

7.1. Residential Service. Licensee shall extend its Cable System to serve dwelling units within City as specified in this Section 7.1. Each unit in an MDU is counted as a dwelling unit in determining the residential density, provided a mutually acceptable agreement granting Licensee reasonable access to the MDU has been executed and delivered. Licensee is not required to make service available to residents of an MDU where the owner of the property has not granted Licensee reasonable access to the property.

7.1.1. When requested by a resident or developer in City, Licensee shall, at Licensee's sole expense, extend the Cable System to any single family residence or dwelling within City, provided that such extension involves density of thirty-five (35) existing homes per cable plant mile measured from the nearest technically feasible point of connection on the Cable System, determined by Licensee in its sole discretion.

7.1.2. When a resident or developer in City requests an extension of service to an area that does not meet the minimum density set forth in Section 7.1.1, Licensee must comply with such request only if the resident or developer agrees to pay to Licensee an amount equal to all incremental costs incurred beyond those for an extension otherwise involving a density of thirty-five (35) existing homes per mile. The incremental costs to be paid will be Licensee's costs (reasonable labor and materials) of extending the Cable System consistently with Licensee's overall system design to the residence, or to and throughout the development, from the nearest technically feasible point of connection on the Cable System, as determined by Licensee in its sole discretion. The costs will include splicing in one or more taps and extending cable.

7.1.3. Where there is a request by a developer for an extension to a development that does not meet the minimum density test set forth in Section 7.1.1 and where, instead of proceeding under Section 7.1.2, the developer agrees to pay Licensee's full costs (reasonable labor and materials) of extending the Cable System from the nearest technically feasible point of connection on the Cable System to the nearest Public Street access to the development, Licensee shall then extend the Cable System within the development, at Licensee's sole cost, if it has a density of thirty-five (35) existing homes per mile measured from the nearest Public Street access to the development to which the developer elected to pay to have the Cable System extended.

7.1.4. Absent a showing by Licensee to the City Manager of circumstances beyond Licensee's reasonable control, an extension of service pursuant to Sections 7.1.1, 7.1.2, or 7.1.3 must be accomplished within one hundred twenty (120) days after the developer or resident's written request.

7.1.5. To prevent unnecessary disruption and damage to Public Streets and other property, the installation of Cable System must be accomplished in new subdivisions at the same time, and in the same trench as other communications, electric, and other permanent services to structures. Except to the extent that federal law grants them other rights, developers of new residential buildings or mobile homes within a new or undeveloped subdivision, new residential units within new multiple occupancy residential developments, and new commercial and industrial buildings and structures shall treat cable television facilities as they treat other communication facilities, utilities, and other underground facilities, in regards to availability and cost of joint trenching for underground installation.

7.2. Commercial Service. Licensee shall make Cable Services available to commercial establishments as set forth below. Licensee will not be required to make service available to commercial establishments where the owner of the property has not granted Licensee reasonable access to the property.

7.2.1. When requested by the owner of a commercial or industrial establishment in City, Licensee shall, at Licensee's sole expense, extend the Cable System to any commercial or industrial establishment within City, provided that such extension involves density of one hundred (100) hook-ups per cable plant mile measured from the nearest technically feasible point of connection on the Cable System determined by Licensee in its sole discretion.

7.2.2. When the owner of a commercial or industrial establishment within City requests an extension of service to an area that does not meet the minimum density set forth in Section 7.2.1, Licensee shall be required to comply with such request only if the owner agrees to pay to Licensee an amount equal to all incremental costs incurred beyond those for an extension otherwise involving a density of one hundred (100) hook-ups per cable plant mile. The incremental costs to be paid will be Licensee's costs (reasonable labor and materials) of extending the Cable System consistently with Licensee's overall system design to the establishment from the nearest technically feasible point of connection on the Cable System, as determined by Licensee in its sole discretion. The costs will include splicing in one or more taps and extending cable.

7.2.3. Absent a showing by Licensee to the City Manager of circumstances beyond Licensee's reasonable control an extension of service pursuant to Sections 7.2.1 or 7.2.2 shall be accomplished within one hundred twenty (120) days after the owner's execution of any necessary easement documents and/or capital contribution agreements.

8. **Service Drops**.

8.1. Standard Drop. Licensee shall make Cable Service available to any single family residence or any commercial establishment within City at the standard connection charge if the connection requires a Standard Drop.

8.2. Non-Standard Drop. If making Cable Service available requires more than a Standard Drop, Licensee will not be required to make such Cable Service available unless the Person requesting such Cable Service pays to Licensee the standard connection charge and an amount equal to the reasonable, actual labor and material costs incurred by Licensee for the additional facilities and work beyond the Standard Drop.

8.3. Bulk Billing. Licensee may offer bulk billing service, but may not require a bulk billing agreement as a condition of providing service, when the Person requesting service pays to Licensee the applicable amount(s) set forth in Section 8.2.

8.4. Timing.

8.4.1. Absent a showing by Licensee to the City Manager of unusual circumstances, including without limitation Public Street crossings, (i) any Standard Drop to a single family residence or dwelling shall be accomplished within ten (10) days of the request for service and (ii) any drop that is not a

Standard Drop shall be accomplished within twenty (20) days of such request. When a drop requires a line extension to a residence, the extension shall be accomplished in the time provided in Section 7.1.

8.4.2. Absent a showing by Licensee to the City Manager of unusual circumstances, including without limitation Public Street crossings, (i) any Standard Drop to a commercial establishment shall be accomplished within ten (10) days after the owner of such commercial establishment executes any necessary easement documents and capital contribution agreements, and (ii) any commercial drop that is not a Standard Drop shall be accomplished within twenty (20) days after the owner's execution of any necessary easement documents and/or capital contribution agreements. When a drop requires a line extension to a commercial establishment, the extension shall be accomplished in the time provided in Section 7.2.

9. **Construction Requirements**.

9.1. Construction and Technical Standards.

9.1.1. Licensee shall construct, install, operate, and maintain its system in a manner such that it operates at all times consistent with all laws, the construction standards of City, and the FCC Rules and Regulations, Part 76 SubPart K (Technical Standards), as amended from time to time. In addition, City may at any time conduct independent measurements of the Cable System.

9.1.2. Construction, installation, and maintenance of a Cable System shall be performed in an orderly and professional manner. All cables and wires shall be installed, where possible, parallel with and in a manner similar to the installation of electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. Installations shall be in conformance with all applicable codes. The Cable System shall include equipment capable of providing stand-by power. The equipment shall be so constructed as to automatically revert to the stand-by mode when the electrical utility power returns. Licensee must at all times comply with applicable sections of:

9.1.2.1. National Electrical Safety Code (ANSI)C2-1990;

9.1.2.2. National Electrical Code (National Bureau of Fire Underwriters);

9.1.2.3. the Uniform Building Code as may be adopted and amended by City, together with applicable portions of all other Uniform Codes, as may be adopted and amended by City, promulgated by the International Conference of Building Officials; and

9.1.2.4. City Zoning Code and Subdivision Regulations, all as from time to time amended and revised, and all other applicable rules and regulations now in effect or hereinafter adopted by City.

9.2. Utility Locating System. License shall participate in the regional one-call utility locating system (Blue Stake).

9.3. Resident Notification of Construction Activity Required. Licensee shall provide reasonable advance notice to all affected residents before system construction crews enter the Public Streets adjacent to their property; provided that Licensee shall not be required to provide such notice in emergencies or for normal system repair and maintenance work.

10. **Emergency Service**. In accordance with the provisions of FCC Rules and Regulations Part 11, Subpart D, Section 11.51(h)(1), as they may from time to time be amended, Licensee shall install and maintain an Emergency Alert System and shall transmit all Emergency Act Notifications and Emergency Act Terminations relating to local and state-wide situations as may be designated to be an emergency by the Local Primary, the State Primary and/or the State Emergency Operations Center, as those authorities are identified and defined within FCC Rules and Regulations, Part 11.

11. **Use of Public Streets.**

11.1. Location of Licensee's Property. Any poles, wires, cable lines, conduits, or other properties of Licensee to be constructed or installed in Public Streets shall be so constructed or installed only at such locations and in such manner approved by City consistent with City's technical and permitting regulations. Licensee or its authorized contractors will obtain any required permits before any physical work is done in the Public Streets or on City-owned property. Subject to offset under Section 3.2.3, Licensee shall pay fees associated with the permitting process, which fees shall be charged and billed in accordance with City's permitting procedures.

11.2. Undergrounding.

11.2.1. Unless otherwise provided in this License, all new Licensee facilities in the Public Streets or in any public or private easement shall be located in accordance with City's subdivision regulations, as they may be amended from time to time. Nothing contained in this Section requires Licensee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, stand-by and other power supplies, network reliability units, pedestals, or other related equipment.

11.2.2. If Licensee extends new service into an area that already has available overhead utility poles, then Licensee may use such poles for its facilities, subject to agreement with the pole owner. No underground facilities may be moved to poles. Licensee may not install any poles. Licensee's

existing overhead facilities may remain on poles subject to the requirements of Section 11.2.3.

11.2.3. Licensee's aerial facilities shall be placed underground as set forth below.

11.2.3.1. Where aerial facilities of other utilities in the same span are placed underground at the cost of such other utility, Licensee shall concurrently (or earlier) place its existing aerial facilities underground at its own expense.

11.2.3.2. Where Section 11.2.3.1 does not apply because aerial Facilities of other utilities in the same span are placed underground pursuant to the City Code at the cost of City or a third party (such as a developer), the following shall apply: Licensee shall be required concurrently (or earlier) to place its existing overhead Facilities underground only if the cost of such undergrounding is paid by either City or such third party to the same extent as for the facilities of other utilities in the same span.

11.2.4. City shall provide Licensee with notice of the issuance of building or development permits for planned commercial/residential developments within City requiring undergrounding of cable facilities. City shall require as a condition of issuing any permit for open trenching to any utility or developer, that the utility or developer give Licensee reasonable access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by Licensee at least ten (10) business days before availability.

11.2.5. All new underground wires or cable placed by Licensee after the effective date of this License shall be placed in conduit except for service drops.

11.3. Emergency Work. City reserves the right to move any portion of Licensee's equipment and facilities as may be required in any emergency as determined by City without liability for interruption of Cable Service. However, before taking any action pursuant to this Section, City shall provide, whenever feasible, reasonable notice to Licensee of the emergency to allow Licensee the opportunity to protect and repair Licensee's facilities involved in the emergency.

11.4. Temporary Removal for Building Improvements. Licensee, on the written request of any Person holding a building moving permit issued by City, shall temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising, or lowering of wires shall be paid to Licensee by the Person requesting the same, and Licensee shall have the authority to require such payment in advance. Licensee shall be given not less than five (5) business days advance notice to arrange for such temporary wire changes.

11.5. Changes Required by Public Improvements. Licensee shall from time to time protect, support, temporarily dislocate, temporarily or permanently, as may be required, remove or relocate, any facilities installed, used, or maintained under this License, if and when (a) made necessary by any lawful change of grade, alignment, or width of any Public Street, by City or (b) made necessary by any City improvement or alteration in, under, on, upon, or about any Public Street, when such improvement or alteration is being conducted by City for a governmental purpose or is made necessary by traffic conditions, public safety, Public Street vacation, or any other public project or purpose by City. Such removal or relocation shall be paid for by Licensee; provided, however, that if any portion of the removal or relocation costs of the facilities of other users of the Public Streets is being borne by a third party, City will use its best efforts to work with Licensee and such third party to ensure that the third party bears the cost of removal or relocation of Licensee's Facilities to the same extent that it is bearing such costs of removal or relocation of the facilities of other users of the Public Streets. To the extent that public funds are available and allocated to compensate utilities and other affected users of the Public Streets for the costs of such removal or relocation, City will use its best efforts to enable Licensee to receive such funds on an equal basis with such other utilities and users.

11.6. Notification to Licensee. In an effort to alert Licensee to all potential areas where Licensee's facilities may be installed, City shall include Licensee as a "check-off" participant in the permitting process and on all relevant permits or other forms that will provide developers or contractors with notice to contact Licensee and provide Licensee the opportunity to participate in joint trench or joint facility placement opportunities.

11.7. Street Repair. If Licensee causes damage to pavement, sidewalks, driveways, landscaping, or other property during construction, installation, or repair of its Facilities, Licensee or its authorized agent shall replace and restore such places as nearly as may be possible to the condition that existed before the damage occurred. All repair and restoration necessary to meet the requirements set forth in this Section shall be at Licensee's expense and in a manner acceptable to City.

11.8. Permitting.

11.8.1. For all permits applied for by Licensee, City agrees to act timely and in any event in accordance with any timelines established by City for permit issuance. Where changes are identified by Licensee after the issuance of a permit and during the construction phase, Licensee shall apply for a permit revision as required by City guidelines; provided, however, that upon the approval of City inspector Licensee may continue construction while waiting for approval of the revised permit.

11.8.2. To facilitate coordination with City on review, prioritizing and issuance of permits, and any payments therefore, Licensee shall apply for and process permits through a centralized office of Licensee established for that purpose. When this office identifies to City a non-emergency but atypically time-sensitive permit that requires processing and issuance more surely or swiftly

than under City's customary timelines, City agrees to use its best efforts to review and issue the permit on the expedited basis requested by Licensee. Licensee and City agree to coordinate to develop procedures for this expedited process and for regular quarterly, or at other intervals, mutual review of the process, its use and the effects on both parties.

11.8.3. Automatically, upon the Effective Date of this License City shall grant to Licensee a maintenance permit for a period of one year. This maintenance permit shall cover Licensee's access to its existing facilities within the License Area for the performance of work by Licensee where no excavation is involved. Work covered by this annual maintenance permit would include, but not be limited to, splicing in existing vaults, installation of underground cables in existing conduit structure, access to aerial facilities including maintenance, repair, replacement of existing cable, aerial splicing, and the placement of new aerial cable and strand in accordance with the terms of this License. While performing work under this maintenance permit, Licensee shall comply with all requirements of City regarding traffic control, notice to City, and related matters. This annual maintenance permit shall be automatically renewed on each anniversary of the Effective Date of this License.

11.8.4. Automatically, upon the Effective Date of this License City shall grant to Licensee an emergency permit covering Licensee's access to its existing facilities within the License Area in order to perform work necessary for the repair of major outages affecting Cable Services. While performing work under this emergency permit, Licensee shall comply with all requirements of City regarding traffic control, notice to City, and related matters. This emergency permit shall be automatically renewed on each anniversary of the Effective Date of this License.

12. **Subscriber Service Provisions**.

12.1. Subscriber Service Standards. Licensee shall at all times satisfy FCC customer service standards, as amended from time to time by the FCC.

12.2. Billing Practices. Licensee shall bill all Subscribers to its Cable System in a uniform manner, regardless of a Subscriber's level of service. In no case may any Subscriber be billed for service more than thirty (30) days before receipt of such service. Payment may be due no sooner than the fifteenth (15th) day of each billing period, and the due date shall be listed on each bill. Bills shall be mailed no later than the first day of the billing period. Billing practices shall conform to the applicable requirements of local, state and federal law including, without limitation, the Cable Ordinance.

12.3. Subscriber Complaint Procedures. Licensee shall comply with the following Subscriber Complaint procedures.

12.3.1. Licensee shall ensure that all Subscribers have recourse to a satisfactory process to submit complaints. Licensee shall respond to all

Subscriber Complaints within a reasonable time. Licensee shall follow a written internal appeal procedure for disputes over Subscriber Complaints.

12.3.2. Licensee shall establish and maintain a written log listing all Subscriber Complaints. The written log shall include the name and telephone number, if given, of the Subscriber making the complaint and Licensee's action on the complaint. The log shall be maintained by Licensee for three years and, to the extent permitted by federal law, shall be available to the City Manager and the public for inspection upon request during Licensee's Normal Business Hours.

12.3.3. Licensee shall provide, in writing, upon request of the City Manager, details from its written log relating to any Subscriber Complaint.

12.4. Subscriber Solicitation Procedures.

12.4.1. All Licensee personnel, agents, and representatives, including subcontractors, shall wear a cable uniform or clearly display a photo-identification badge when acting on behalf of Licensee in City.

12.4.2. Licensee shall afford each Subscriber of the Cable System a three (3)-day right of rescission for ordering installation of Cable Service from the Cable System provided that such right of rescission will end when physical installation of Cable System equipment on such Subscriber's premises begins.

12.5. Disconnection and Termination of Cable Services. Licensee shall only disconnect or terminate a Subscriber's Cable Service for good and just cause. In no event may Licensee disconnect Cable Service for nonpayment without prior written notification to the affected Subscriber at least seven (7) days before such disconnection or termination. In no event may such disconnection or termination for nonpayment occur in less than thirty (30) days after a Subscriber's failure to pay a bill when due. If Licensee improperly discontinues Cable Service to any such Subscriber, upon request it shall provide free reconnection to the Cable System to such Subscriber.

12.6. Rights of Individuals. Licensee may not deny Cable Service, deny access, or otherwise discriminate against Subscribers, channel users, or residents on the basis of race, color, religion, national origin, sex, age, or disability; provided, however, that Licensee may not be required to provide Cable Services to any Person who does not pay the applicable line extension connection fee, fees for drops in excess of Standard Drops, and/or Cable Service charge(s). Licensee shall comply at all times with all other applicable federal, state, and local laws and regulations, as amended from time to time, relating to nondiscrimination and shall maintain such records as required by applicable law that document Licensee’s compliance therewith.

13. **Reports; Performance Tests; Inspection of Records**.

13.1. Briefing. Each year Licensee shall brief the offices of the City Manager, no later than one hundred twenty (120) days after the end of Licensee's fiscal year. The briefing shall include a description of all major activities applicable to its operation during

the preceding twelve (12) month period. At the briefing, Licensee shall submit a written report that includes the following information, specific to City: number of homes passed, number of cable plant miles, number of Subscribers for each type of cable service offered, a summary of complaints received and handled, the total number of Subscribers and Gross Revenues for each category of Cable Service authorized by this License, and any significant technological changes occurring in the Cable System. This report shall be verified as being correct by an officer of Licensee. There shall be submitted along with this report such other information reasonably related to License compliance as City shall reasonably request.

13.2. Performance Tests. No later than April 30 of each year, Licensee shall provide a written report of any performance tests performed for the Cable System. City may establish a performance testing process to supplement the FCC standards if there are no FCC standards. Upon request, Licensee shall provide to City copies of any communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any manners affecting construction or operation of the Cable System in City.

13.3. Inspection of Records. At all reasonable times as related to determination of License compliance, Licensee shall permit any duly authorized representative of City to examine any and all financial records kept or maintained by Licensee or under its control that reasonably relate to Licensee's accurate payment of License Fees.

13.4. Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations include and are limited to information that reasonably relate to Licensee's accurate payment of License Fees. This does not include personally identifiable Subscriber information without the Subscriber's consent in violation of Section 631 of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. Section 551.

13.5. Maps. Licensee shall at all times make and keep full and complete plans and records showing the exact location of all Cable System equipment installed or in use in Public Streets, and other places in City and make them available to City for review upon request. Upon request, Licensee shall provide the City Manager route maps or sets of maps drawn to scale, showing the location of Licensee's underground and above-ground Facilities. Upon request, City and Licensee shall provide the other with route maps or sets of maps drawn to scale, showing the location of their respective underground and above-ground Facilities.

14. **Indemnification**.

14.1. Indemnification. Licensee agrees to defend, indemnify, and hold harmless City, its Mayor and Council, officers, boards and commissions, and employees, individually and collectively for, from, and against (a) any liability for fines, liens, legal orders, injunctions and decrees, or damages that arise out of or in any way connected with Licensee's construction, operation, maintenance, repair or condition of its Cable System, including but not limited to libel, slander, invasion of privacy, unauthorized use

of trademark, trade name or service mark, or copyright infringement, and transmission or unauthorized release of legally-restricted content and data, and (b) any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out or are in any way connected with Licensee's construction, operation, maintenance, repair or condition of its Cable System, including, but not limited to, reasonable attorneys' fees, expert witness fees, litigation expenses and court costs. Notwithstanding the foregoing, Licensee shall not indemnify City for any damages, liability, or claims resulting from the willful misconduct or negligence of City. The amounts and types of insurance coverage required herein shall in no way be construed as limiting the scope of indemnity set forth in this subsection.

14.2. Procedure. In the event that a third-party claim is made or third-party suit is filed for which City intends to seek indemnification from Licensee pursuant to Section 14.1 , City shall promptly notify Licensee of said claim or suit. Licensee shall have the right to control, through counsel of its choosing, the defense of such third-party claim or suit, but may compromise or settle the same only with the consent of City, which consent shall not be unreasonably withheld. City shall cooperate with Licensee and its counsel in the defense of any such claim or suit and shall make available to Licensee any books, records or other documents necessary or appropriate for such defense. City shall have the right to participate at its expense in the defense of any such claim or suit through counsel of its own choosing.

15. **Insurance**. Licensee shall maintain in full force and effect, at no cost and expense to City, during the term of this License, (a) commercial general liability insurance in the amount of one million dollars combined single limit for bodily injury and property damage; (b) comprehensive automobile liability, bodily injury insurance in the amount of one million dollars combined single limit; excess umbrella liability in the minimum amount of five million dollars; and workers' compensation coverage as required by applicable law. City shall be designated as an additional insured. Such insurance will not be cancelable except upon thirty (30) days prior written notice to City. Upon written request, Licensee shall provide a certificate of insurance showing evidence of the coverage required by this Section. Licensee may self-insure the above-described policy coverages if Licensee or its parent is of sufficient financial standing to provide such insurance, subject to verification and approval of City.

16. **Letter of Credit**.

16.1. Amount; Purpose. Within thirty (30) days after the effective date of this License, Licensee shall deposit with City an irrevocable letter of credit in an amount not to exceed thirty thousand dollars ($30,000) (replenishable as specified in Section 16.3) issued by a federally insured commercial lending institution. The form and substance of said letter of credit will be used to assure (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any agency, commission, board, department, division, or office of the City having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, claims, liens, and taxes due to City that arise by reason of the construction,

operation, or maintenance of the Cable System, including cost of removal or abandonment of any of Licensee's property.

16.2. Drawing on Letter of Credit. The letter of credit may be drawn upon by City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Licensee has been found, pursuant to Sections 17 through 19 , to have failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to City with respect to the letter of credit are in addition to all other rights of City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right City may have.

16.3. Replenishing. The letter of credit shall be structured in such a manner so that if City at any time draws upon the letter of credit, upon notice to Licensee by the issuing lending institution, Licensee shall immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of City's draft; provided, however the maximum amount available to be drawn on this letter of credit for any one event shall not exceed one hundred thousand dollars ($100,000). The intent of this Section is to make available to City at all times a letter of credit in the amount of thirty thousand dollars ($30,000).

17. **Notice of Violation; Right To Cure or Respond**. In the event that City believes that Licensee has not complied with the terms of this License, City shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the issue, City shall notify Licensee in writing of the exact nature of the alleged noncompliance. Licensee shall have thirty (30) days from receipt of the notice of violation: (a) to respond to City, contesting the assertion of noncompliance; (b) to cure such default; or (c) if, by the nature of default, such default cannot be cured within the thirty (30)-day period, initiate reasonable steps to remedy such default and notify City of the steps being taken and the projected date that they will be completed.

18. **Public Hearing**.

18.1. Scheduling; Notice. If Licensee fails to respond to the notice described in Section 17 pursuant to the procedures set forth therein, or if the alleged default is not cured within thirty (30) days after the date projected pursuant to clause (c) of Section 17, if it intends to continue its assertion of, and investigation into, the alleged default, then City shall schedule a public hearing to investigate the default under Section 7A-24 of the City Code. City shall provide Licensee at least ten (10) days' prior written notice of such hearing, which notice shall specify the time, place and purpose of such hearing. At such hearing, Licensee shall be provided a full and fair opportunity to be heard.

18.2. Contesting an Audit or Claim Denial. Within fifteen (15) days after notice from Licensee that it contests an audit determination of License Fees under Section 3.7.2 or a denial of credit or refund claim under Section 3.7.3, the City Manager shall schedule an administrative hearing before a person qualified to serve as a hearing

officer under Section 19-570 of the City Code. This shall be a public hearing, and Licensee shall be afforded full due process of law, including, without limitation, an opportunity to be heard, to present evidence, and to cross examine witnesses. Within fifteen (15) days after the conclusion of such hearing, City shall issue a determination.

19. **Enforcement**. Subject to applicable federal and state law, if, after a hearing set forth in Section 18, City determines that Licensee is in default of any provision of this License, City may (a) seek specific performance of any provision that reasonably lends itself to such remedy, as an alternative to damages; (b) commence an action at law for monetary damages or seek other equitable relief; or (c) in the case of a substantial default of a material provision of this License, seek to revoke this License in accordance with Section 20. Licensee may appeal such determination of City to the City Council and, thereafter, to an appropriate federal or state court located in Pima County, Arizona, which shall have the power to review the decision of City de novo if such review is within the jurisdiction of the court. Except by order of court, such appeal shall not stay the City's enforcement as provided herein.

20. **Revocation**.

20.1. Notice; Response. If City seeks to revoke this License after complying with the procedures set forth in Sections 17 through 19, City shall give written notice to Licensee of its intent to revoke this License on the basis of a pattern of noncompliance by Licensee, which must include one or more instances of substantial noncompliance with a material provision of this License. The notice shall set forth the exact nature of the noncompliance. Licensee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. If City does not receive a satisfactory response from Licensee, it may then seek termination of this License at a public hearing before the City Council. City shall cause to be served upon Licensee, at least thirty (30) days before such public hearing, a written notice setting forth the time and place of such hearing and stating its intent to revoke this License.

20.2. Hearing. At the designated hearing, City shall give Licensee a full and fair opportunity to state its position on the matter, including without limitation the right to introduce evidence, to require the production of evidence, to question witnesses, and to transcribe the proceeding at its expense or obtain a transcribable recording of the proceeding, after which City shall determine whether or not this License will be revoked.

20.3. Other Action. City may, at its sole discretion, take any lawful action that it deems appropriate to enforce City's rights under this License in lieu of revocation of this License.

20.4. Appeal. Licensee may appeal any determination of City to an appropriate federal or state court located in Pima County, Arizona, which shall have the power to review the decision of City de novo if such review is within the jurisdiction of the court. Except by order of court, such appeal shall not stay the City's determination.

21. **Effect of Expiration, Revocation, or Termination of License**.

21.1. Continuity of Service. It is the right of all Subscribers to continue receiving Cable Service as long as their financial and other obligations to Licensee are honored. If this License expires or terminates, Licensee shall cooperate with City to ensure continuity of Cable Service to all Subscribers for a period not to exceed ninety (90) days. Said period may be extended by written agreement between City and Licensee. During such period, Licensee shall be entitled to the revenues for operating the Cable System.

21.2. Other Services. Upon expiration, revocation, or termination of this License for any reason, Licensee shall have one hundred eighty (180) days from the date of expiration, revocation, or termination to enter into good faith negotiations with City or other governmental authority to obtain a license, permit, or other approval or agreement that may then lawfully be required in order to allow Licensee to continue using Licensee's facilities in the Public Streets for any lawful service other than Cable Service that Licensee may then provide over its facilities in the License Area. Provided, however, City shall not be prevented in the course of such negotiations from imposing additional conditions consistent with applicable law, including additional compensation and conditions for use of the Public Streets should Licensee provide services other than Cable Service.

21.3. Holding Over. In any circumstance whereby Licensee would continue to occupy the Public Streets after the expiration of this Agreement, such holding over shall be deemed to operate as a renewal or extension of this Agreement on a month-to-month basis that may be terminated at any time by City upon sixty (60) days' written notice to Licensee, or by Licensee upon sixty (60) days' written notice to City.

22. **Transfer**.

22.1. Prior Consent.

22.1.1. Except as otherwise set forth below, Licensee's right, title, or interest in this License may not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with Licensee, without the prior consent of City, such consent not to be unreasonably withheld. No consent is required for (a) a transfer to an entity controlling, controlled by, or under common control with Licensee or (b) a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Licensee in this License or Cable System in order to secure indebtedness.

22.1.2. Within thirty (30) days after receiving request for consent to a transfer for which City consent is required, City shall notify Licensee in writing of any additional information it reasonably requires to determine the legal, financial, and technical qualifications of the transferee. If City has not taken action on

Licensee's request for transfer within one hundred twenty (120) days after receiving such request, consent by City will be deemed given.

22.2. Grant, Rent, or Lease. As long as a grant, rent, or lease of all or a portion of the Cable System does not amount to a transfer, Licensee in the normal course of providing Cable Services or other services such as telecommunications and information service over the Cable System may grant, rent, or lease use of the Cable System to other Persons. Provided, however, City shall not be prevented from imposing additional conditions consistent with applicable law, including additional compensation and conditions for use of the Public Streets for purposes other than providing Cable Services. Any use by such persons shall be restricted to and consistent with such uses as Licensee or such person is authorized in this License or under other applicable law. Any such use shall be in compliance with applicable federal and state law. No such grant, rent or lease by Licensee will, however, relieve Licensee of any requirement or obligation under this License as to its use of the Public Streets.

23. **Controlling Authorities**.

23.1. Local Ordinances. This License and all rights and privileges granted hereunder are subject to, and Licensee must exercise all rights granted to it in accordance with, applicable law. However, this License is a contract, subject only to City's exercise of its police and other powers and applicable law. This License does not confer rights or immunities upon Licensee other than as expressly provided herein. Licensee agrees to comply with the terms of any lawfully adopted applicable local ordinance, including the Cable Ordinance, to the extent that the provisions of the ordinance do not have the effect of conflicting with the benefits or obligations of Licensee that are expressly granted herein and are consistent with applicable federal and state law. Subject to the exercise of City’s police and other powers, in the case of any conflict between the express terms of this License and the express terms of any City ordinance, this License shall govern. Licensee does not waive its rights to challenge the lawfulness of a particular enactment, including on the grounds that a particular action is an unconstitutional impairment of contractual rights. This License issued and the License Fee paid hereunder are not in lieu of any other required permit, authorization, fee, charge or tax, unless expressly stated herein or required by applicable law.

23.2. Federal and State Laws. This License is subject to and shall be governed by all requirements of the Cable Act; A.R.S. §§ 9-505 through 9-510, as amended; and other federal and state laws and regulations governing cable communications. In a conflict between the terms and conditions of this License and the terms and conditions on which City can grant a license, federal and state law shall control.

24. **Licensee's Representations and Warranties**.

24.1. Authority. Licensee represents and warrants that it has the power and authority to enter into this License by and through the representative who has signed

this License on its behalf, and that it has the power and ability to do all the acts required of it by this License.

24.2. Misrepresentation. Licensee has not misrepresented or omitted material facts, has not accepted this License with intent to act contrary to the provisions herein, and represents and warrants that, as long as it operates the Cable System, it will be bound by the terms and conditions of this License or a subsequently issued license.

24.3. Attorneys. Licensee further acknowledges that it was represented throughout the negotiations of this License by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding this License.

25. **Conflict of Interest**. Licensee acknowledges that this License is subject to A.R.S. Section 38-511.

26. **Confidentiality.**

26.1. Protection of Confidential Information. To the fullest extent permitted by law, City agrees to treat on a confidential basis any Confidential Information disclosed by Licensee to City. City shall not use the Confidential Information for any purpose whatsoever other than in connection with its rights and obligations under this License. City shall safeguard the Confidential Information using measures that are equal to the measures used to safeguard its own confidential information of comparable value, but in no event less than reasonable care.

26.2. Disclosure to Representatives. Disclosure of Licensee's Confidential Information by City shall be limited to only those of its employees, representatives, or agents that have a need to know, and that are in a confidential relationship with City, who are informed by City of the confidential nature of the Confidential Information, and who agree to act in accordance with the terms and conditions of this Section.

26.3. Disclosure Required by Law. In the event that City becomes legally compelled to disclose any of the Confidential Information, City shall provide Licensee with prompt notice so that Licensee may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section. In the event that such protective order or other remedy is not obtained, or that Licensee waives compliance with the provisions of this Section, City shall furnish only that portion of the Confidential Information that City is advised by opinion of counsel is legally required and City shall exercise its best efforts to obtain reliable assurance that confidential treatment shall be accorded the Confidential Information by the person to whom it is disclosed.

27. **Miscellaneous**.

27.1. Filings. When not otherwise prescribed herein, all matters that this License requires to be filed with City shall be filed with the office of the City Clerk.

27.2. Force Majeure. Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or

penalty relating to noncompliance or default (including termination, cancellation, or revocation of this License) where such alleged noncompliance or default occurred through or was caused by an act of God, an act or omission of governmental military or civilian authority, strike or lockout, riot, epidemic or quarantine, war, earthquake, fire, flood, tidal wave, unusually severe rain, wind, or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, terrorist acts, governmental, administrative or judicial order or regulation or other circumstances that could not have been avoided through Licensee's exercise of reasonable care, prudence and diligence. This provision includes work delays caused by waiting for utility providers to service or monitor their own above-ground or underground facilities to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary. Licensee shall provide notice to City in the event it invokes this subsection and shall use all diligent efforts to restore its performance as soon as practical.

27.3. Severability. If any Section, sentence, paragraph, term, or provision of this License or any ordinance, regulation, law, or document incorporated herein by reference is held to be illegal, invalid, unconstitutional, or unenforceable, by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions hereof all of which shall remain in full force and effect for the term of this License.

27.4. Notice. Unless otherwise provided for in this License, all notices to be given hereunder shall be given in writing and may be hand delivered or given by certified first class mail, postage prepaid addressed to the parties at the addresses set forth below. Such notices will be deemed served and effective when delivered to the designated persons listed below during ordinary business hours or on the date of delivery by U.S. Mail registered or certified return receipt requested.

To Licensee:	CoxCom, LLC 1550 West Deer Valley Road Building C Phoenix, Arizona 85027 Attn: Senior Vice President & General Manager - Arizona
With a copy, which is not notice, to:	Cox Communications, Inc. 1400 Lake Hearn Drive NE Atlanta, Georgia 30319 Attn: Legal Department
To City:	City of Tucson P.O. Box 27210 Tucson, Arizona 85726 Attn: City Manager

27.5. Governing Law; Venue. The provisions of this License are subject to applicable federal law, including but not limited to the Cable Act and the rules, regulations, and orders of the FCC, and are also subject to Arizona law not in conflict with such federal law. In the event of any conflict between the provisions of this License and such state or federal law, the requirements of such state or federal law shall prevail. Proper venue is in the Superior Court of Pima County or the United States District Court for the District of Arizona located in Tucson, Arizona.

27.6. Headings. The headings contained herein are intended solely to facilitate the reading thereof. Such headings shall not affect the meaning or interpretation of the text herein.

27.7. Integration; Acquired Licenses. This License constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, drafts, discussion outlines, correspondence, memoranda, or otherwise regarding the subject matter hereof. Subject to the City's approval in the specific context when presented, this License will preempt, cancel and replace any other license agreements granted by City that are acquired by Licensee with the approval of the City through the purchase or acquisition of other Cable Systems and/or cable operators and, upon completion of such an acquisition, the terms of this License shall govern Licensee's newly acquired Cable System(s) or cable operation(s).

IN WITNESS WHEREOF, the parties have executed this License on the dates below to be effective on the Effective Date.

CITY OF TUCSON

By: _____
Robert E. Walkup, Mayor
Date: _____

ATTEST:

_____
Roger Randolph, City Clerk

APPROVED AS TO FORM:

_____
Mike Rankin, City Attorney

COXCOM, LLC, a Delaware limited liability company

By: _____
J. Stephen Rizley
Senior VP and General Manager – Arizona
Date: _____

EXHIBIT A

EXISTING POINTS OF ORIGIN

Use Under Existing License*	Location
Studios:	
Government Access (Channel 12)	City of Tucson 124 East Broadway Blvd Tucson, AZ 85701
Educational Access (Channel 20)	Tucson Unified School District 2025 East Winsett St Tucson, AZ 85719
Public Access (Channel 120)	Tucson Community Cable Corporation 124 East Broadway Blvd Tucson, AZ 85701
Public Safety (Fire) Channel (875)	Tucson Fire Department Training Academy 10001 South Wilmot Rd Tucson, AZ 85756
Other Locations:	
Government Access (Channel 12)	Tucson Convention Center 260 S. Church Ave Tucson, AZ 85701
	City Hall 255 W. Alameda St Tucson, AZ 85701
	East Side City Hall 7575 E. Speedway Blvd Tucson, AZ 85710
Educational Access (Channel 20)	Santa Rita High School 3951 S. Pantano Rd Tucson, AZ 85730

Palo Verde High School
1302 S. Avenida Vega
Tucson, AZ 85710

Sahuaro High School
545 N. Camino Seco
Tucson, AZ 85710

Pueblo High School
3500 S. 12th Avenue
Tucson, AZ 85713

* City Channel programming subject to designation under Section 4.1.2.