

Certificate of Public Convenience and Necessity for Cable Television

**granted by the
County Board Arlington County, Virginia
to**

COMCAST OF POTOMAC, LLC

**Approved by the Arlington
County Board on December __, 2016**

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1. DEFINITIONS

For the purpose of this Certificate, the definitions appearing in the Cable Ordinance are applicable herein unless otherwise provided in this Certificate. In addition to the foregoing, the following terms, phrases, words, abbreviations, and their derivations shall 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; words in the singular number include the plural; and, the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein or in the Cable Ordinance shall be given the meaning set forth in Title 47 of the United States Code, as amended, and, if not defined therein, the words shall be given their common and ordinary meaning. Any request or agreement by the County shall be a request or agreement made by action of the County Board, or those designated to act for it in this respect.

1.1 *Access Channel*: Any channel on the Cable System set aside by the Certificate Holder for public, educational, or governmental use.

1.2 *Administrator*: The County Manager of Arlington County or his duly appointed designee(s). The Administrator shall receive any reports or notices due to the Administrator or County and shall be the individual responsible for granting permission or exercising non-legislative authority assigned to the Administrator or County under this Certificate and Chapter 41.2 of the County Code, unless otherwise designated or unless otherwise required by law to be granted or exercised by the Board.

1.3 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Certificate Holder.

1.4 *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals as well as Access Channels required by this Certificate.

1.5 *Cable Ordinance*: The County Cable Television Ordinance, Chapter 41.2 of the Code of the County of Arlington, Virginia.

1.6 *Cable Service Cable Services, or Service*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), meaning (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

1.7 *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 Service Area.

1.8 *CAC*: The Community Access Corporation approved by the Board to manage, program and operate any Public Access Channels set aside by the Certificate Holder.

1.9 *Certificate Holder*: Comcast of Potomac, LLC and its lawful and permitted successors, assigns, and transferees.

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

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

1.12 *Control*: The ability to exercise de facto or de jure control over day-to-day policies and operations or the management of corporate affairs.

1.13 *Educational Access Channel*: Any channel on the Cable System set aside by the Certificate Holder for noncommercial educational use.

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

1.15 *Force Majeure*: An event or events reasonably beyond the ability of the Certificate Holder to control. This includes, but is not limited to, acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, floods, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes, and governmental actions and restrictions not reasonably foreseeable by the Certificate Holder.

1.16 *Franchise Area*: The entire existing territorial limits of the County and such additional areas as may be included in the territorial limits of the County during the term of this Certificate.

1.17 *Government Access Channel*: Any channel on the Cable System set aside by a franchisee for noncommercial government use.

1.18 *Gross Revenue*: Any and all revenues, including cash, credits, property or other consideration of any kind or nature, which is derived directly or indirectly by the Certificate Holder from the operation of the Cable System to provide Cable Service in the Service Area. Gross Revenues include, by way of illustration and not limitation, monthly fees charged to Subscribers for any basic, optional, premium, per-channel, pay-per-view service, or other Cable Service, installation, disconnection, reconnection, and change-in-service fees; Leased Access Channel fees; late fees and administrative fees; fees, payments or other consideration received from programmers for carriage of programming on the System and accounted for as revenue under generally accepted accounting principles (“GAAP”); revenues from rentals or sales of Converters or other equipment; studio rental and production equipment rental; and, advertising revenue as set forth at sub-section 1.18.6 below. The Certificate Holder shall maintain its books in accordance with GAAP. Gross revenue shall not include the following:

1.18.1 To the extent consistent with GAAP, actual bad debts written off by the Certificate Holder in the normal course of business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.18.2 Any tax of general applicability imposed upon the Certificate Holder or upon Subscribers by the Commonwealth of Virginia, the County, the federal government, or any other governmental entity and required to be collected by the Certificate Holder 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, but not including the franchise fee provided for in this Certificate);

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

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

1.18.5 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; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by the Certificate Holder to Non-Cable Services in accordance with FCC or the Virginia State Corporation Commission rules, regulations, standards or orders;

1.18.6 Any revenue of the Certificate Holder or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.18.7 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;

1.18.8 The provision of Cable Services to customers, which are exempt, as required or allowed by the County, including, without limitation, the provision of Cable Services to public institutions as required or permitted herein;

1.18.9 Any foregone revenue which the Certificate Holder 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 the Certificate Holder and public institutions or other institutions designated in the Certificate; 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;

1.18.10 Sales of capital assets or sales of surplus equipment;

1.18.11 Program launch fees;

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

1.18.13 Any fees or charges collected from Subscribers or other third parties for PEG and I-Net Grant payments.

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

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

1.21 *Non-Cable Services*: Any service that is not a Cable Service that is provided over the Cable System.

1.22 *Normal Business Hours*: The hours from 8:00 a.m. to 8:00 p.m., Monday through Friday, and 12:00 p.m. to 6:00 p.m. on Saturday.

1.23 *Normal Operating Conditions*: Those service conditions which are within the control of the Certificate Holder. Conditions that are deemed to be within the control of the Certificate Holder include, but are not limited to, special promotions, pay-per-view events, rate increases, regular or reasonably anticipatable peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Those conditions that are deemed not to be within the control of the Certificate Holder include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions.

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

1.25 *Person*: An individual, partnership, association, joint stock company, joint venture, domestic or foreign corporation, stock or non-stock corporation, limited liability company, professional limited liability company, trust, governmental entity, or organization of any kind, or any lawful successor thereto or transferee thereof. Such term does not include the County.

1.26 *Public Access Channel*: Any channel on the Cable System set aside by the Certificate Holder for noncommercial use by the general public, including groups and individuals, and which is available for such use on a non-discriminatory basis.

1.27 *Public Rights-of-Way*: The surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, avenue, boulevard, drive, concourse, bridge, tunnel, park, parkway, waterway, dock, bulkhead, wharf, pier, easement, or similar property or waters within the County in which the County now or hereafter holds any property interest, including, but not limited to, any riparian right, which consistent with the purposes for which it was created, obtained or dedicated, may be used for the purpose of installing, operating and maintaining a cable system. No reference herein to a “public right-of-way” shall be deemed to be a representation or guarantee by the County that its interest or other right to control the use of such property is sufficient to permit use of the property for the purpose of installing, operating and maintaining a cable system. The Certificate Holder shall be deemed to gain only those rights to use the property as are properly in the County, in its sole determination, and as the

County may have the right and power to give. Public Rights-of-Way do not include the airwaves above a right-of-way, to the extent used for the transmission of cellular or other non-wire communications or broadcast services.

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

1.29 *Subscriber*: Any Person who legally receives Cable Service delivered over the Cable System.

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

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

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

1.33 *Transfer*:

1.33.1 Any transaction in which:

1.33.1.1 an ownership or other interest in the Certificate Holder or its Cable System is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of the Certificate Holder is transferred; or

1.33.1.2 the rights or obligations held by the Certificate Holder under the Certificate are transferred or assigned to another Person or group of Persons.

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and the Cable Ordinance, the County hereby grants the Certificate Holder the right 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. This Certificate shall grant no authority for the Certificate Holder to use the Public Rights-of-Way for any purposes other than the provision of Cable Service. The grant of this Certificate does not relieve the Certificate Holder of the obligations to obtain any licenses, permits, or other authority as may be required by the County Code, as it may be amended, for the privilege of operating a business within the County or for performing work on County property or within the Public Rights-of-Way. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement. This Certificate does not confer any rights other than as expressly provided herein or as mandated by federal, State or local law.

2.2 *Effective Date:* This Certificate shall become effective on the date it is approved by the Board in accordance with applicable law (the “Effective Date”).

2.3 *Term:* The term of this Certificate shall be five (5) years from the Effective Date unless the Certificate is earlier revoked or terminated as provided herein.

2.4 *Grant Not Exclusive:* The Certificate and the right it grants to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the County reserves the right to grant other Certificates 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 Certificate. Any such rights which are granted shall not reduce or detract from the authority granted under this Certificate.

2.5 Notwithstanding any other provision of this Certificate or any other provision of law, if any Video Service Provider (“VSP”) enters into any agreement with the County to provide video services to subscribers in the County, Certificate Holder may propose modifications to this Certificate so that the material terms of the Certificate are substantially the same as the new VSP agreement. Material terms shall include those addressing PEG channels, PEG funding, the calculation and payment of franchise fees, customer service obligations, build-out obligations, complimentary municipal services, and I-Net services. The Certificate Holder and the County shall negotiate diligently and in good faith to reach agreement on amendments to address the Certificate Holder’s concerns within ninety (90) days after the Certificate Holder submits a written request to the County. If the parties cannot reach agreement on such a modification to the Certificate, then the parties agree to submit the matter to mediation, provided, however, that all of the existing terms and conditions of this Certificate shall remain in effect, without alteration, during the pendency of the mediation. The term “Video Service Provider” or “VSP” shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, for a fee, regardless of the transmission method, facilities, or technology used.

2.6 *Certificate Subject to Other Laws:*

2.6.1 Except as expressly provided herein, this Certificate is subject to and shall be governed by all applicable provisions of federal, and state law.

2.6.2 Both parties acknowledge that they voluntarily stand by the features and commitments contained in the Certificate. Should the Commonwealth of Virginia, any agency or department thereof, the FCC or any other agency of the Federal Government require the Certificate Holder to perform or refrain from performing any act, the performance or nonperformance of which is inconsistent with any of the provisions of the Certificate, the Certificate Holder shall so notify the Board and the Board shall, if it determines that a material provision herein is affected, have the right to propose amendments to the Certificate. The Certificate Holder and the County shall negotiate diligently and in good faith to reach agreement on amendments to address the inconsistency within ninety (90) days after the County proposes any such amendments. If the parties cannot reach agreement on such a modification to the Certificate, then the parties agree to submit the matter to mediation. All of the existing terms and conditions of this Certificate shall remain in effect, without alteration, during the pendency of the mediation,

provided that the Board shall not require the Certificate Holder to do or refrain from doing any act inconsistent with any mandatory requirement imposed upon the Certificate Holder by such federal or State entity, agency, or department. For purposes of this Section 2.6.2, a material provision shall be one that obligates the Certificate Holder to make financial payments to the County, or that imposes significant costs on the Certificate Holder solely for the benefit of the County, the Arlington Public Schools, or the CAC.

2.7 *No Waiver:*

2.7.1 The failure of the County on one or more occasions to exercise a right or to require compliance or performance under this Certificate, the Cable Ordinance or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the County, nor to excuse the Certificate Holder from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

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

2.7.3 Waiver of a breach of this Certificate, or any provision hereof, shall not be a waiver of any other breach, whether similar to or different from that waived. Neither the granting of the Certificate, nor any provision herein, nor any action by the County or the Board hereunder shall constitute a waiver of or a bar to the exercise of any governmental right or power of the County or the Board, including, without limitation, the right of eminent domain.

2.8 *Construction of Certificate:*

2.8.1 The provisions of this Certificate shall be liberally construed to effectuate their objectives. In the event of a conflict between the Cable Ordinance and this Certificate, the Cable Ordinance shall prevail subject to Section 2.6, provided, however, that as provided in the Cable Ordinance and as specifically stated elsewhere herein, the provisions of this Certificate may vary from the provisions of the Cable Ordinance.

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

2.9 *Police Powers:* Nothing in the Franchise shall be construed to prohibit the lawful exercise of the County's police powers. The parties recognize that the police powers are subject to constitutional limitations and judicial determination. If the lawful exercise of the County's police power results in any material alteration of the terms and conditions of this Certificate, then the parties shall meet and discuss in good faith whether to modify this Certificate to the mutual satisfaction of both parties to ameliorate the negative effects on the Certificate of the material alteration. If the parties cannot reach agreement on such a modification to the Certificate, then the parties agree to submit the matter to mediation, provided, however, that all of the existing

terms and conditions of this Certificate shall remain in effect, without alteration, during the pendency of the mediation.

2.10 *Effect of Acceptance:* By accepting and signing this Certificate, the Certificate Holder:

2.10.1 accepts and agrees to comply with each provision of this Certificate and any related agreements;

2.10.2 acknowledges and accepts the County's legal right to grant the Certificate; and,

2.10.3 agrees that the Certificate was granted pursuant to processes and procedures consistent with and which complied with all applicable law, and that the Certificate Holder will not raise any claim to the contrary, or allege in any action, suit, claim, or proceeding by the Certificate Holder against the County that any provision, condition or term of this Certificate at the time of acceptance and ratification of the Certificate was unlawful, unreasonable, arbitrary or capricious, or that at the time of acceptance or ratification of the Certificate any such provision, condition, or term was void or that the County had no power or authority to make or enforce any such provision, condition or term of this Certificate.

2.10.4 agrees that it will not oppose intervention by the County in any proceeding affecting the County's rights under this Certificate.

2.11 *No Tax Exemption:* Nothing contained in this Certificate shall be construed to provide the Certificate Holder with an exemption, exclusion, deferral, offset or other relief from any tax, levy, or assessment which is now or which may be hereafter authorized by law.

2.12 *No Exemption from Rent:* This Certificate authorizes only the use of Public Rights-of-Way for the operation of a Cable System. Therefore, the grant of this Certificate and the payment of franchise fees hereunder shall not exempt the Certificate Holder from the obligation to pay compensation or fees for the use of County property, both real and personal, other than the Public Rights-of-Way, or that the Certificate Holder desires to occupy for purposes other than the provision of Cable Service in the County; provided, however, that such compensation or fees are lawfully required by County ordinance, regulation, or policy.

2.13 *Other Permits:* This Certificate authorizes only the use of Public Rights-of-Way for the operation of the Cable System, and does not take the place of any other certificate, license, permit or approval which might be required of the Certificate Holder by law. Prior to commencing any construction authorized by this Certificate or undertaking any other actions requiring County approval, the Certificate Holder shall obtain and hereby agrees to fully comply with all applicable permit and license requirements.

2.14 *Equal Employment Opportunity:*

2.14.1 The Certificate Holder shall not refuse to employ, discharge from employment, or discriminate against any Person in compensation or in terms, conditions, privileges of employment because of race, color, religion, national origin, sex, sexual orientation,

age, disability or marital status. The Certificate Holder shall comply with all federal, State and local laws and regulations governing equal employment opportunities, as the same may be amended from time to time.

2.14.2 The Certificate Holder shall provide training on an ongoing basis for its employees to maintain and upgrade skills and to prepare promotional opportunities.

2.15 *Performance Evaluation:*

2.15.1 The County may periodically evaluate the performance of the Certificate Holder during the Term of the Certificate, including, without limitation, compliance with Section 5.8. The Certificate Holder shall reasonably cooperate with these evaluations and, subject to the confidentiality provisions of Section 9.1 of this Agreement, supply the County with all relevant information requested. If the County desires to implement a survey of Subscribers in connection with its evaluation of Service, the Certificate Holder shall distribute the County's questionnaire to its Subscribers. Any meetings between the County and the Certificate Holder for purposes of evaluation shall be publicized in advance and open to the public.

2.15.2 If evaluation indicates the need for modification to the Certificate, the Cable Administrator shall attempt to negotiate the necessary changes. The Cable Administrator shall issue a report to the County Board of the results of the performance evaluation and any recommended changes to the Certificate as negotiated with the Certificate Holder.

2.15.3 The County Board may hold a public hearing on any performance evaluation reports. Any Certificate modifications shall be approved by the County Board before they become effective.

2.16 *Day-to-Day Regulation:* Pursuant to Section 41.2-18 of the Cable Ordinance and applicable federal regulations, the Administrator (as defined at Section 41.2-2(c) of the Cable Ordinance) shall be responsible for administering and enforcing the terms and conditions of the Certificate and applicable regulations.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area:*

3.1.1 *Service Area:* The Certificate Holder shall build its System so that it is able to provide service to: (i) all areas located within the County limits as they existed on the effective date of this Certificate; and (ii) any areas which may be acquired by the County or otherwise added to the County's jurisdiction during the Certificate term, or any extension thereof. The Certificate Holder shall build the System so that it can extend service to all residents of the County, in accordance with the provisions of this Certificate and the County Code, unless this requirement is waived in writing by the County.

3.1.2 *No Red-lining:* The Certificate Holder shall comply with federal and state law with respect to the extension of Cable Service within the Franchise Area.

3.2 *Availability of Cable Service:* The Certificate Holder shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within each service area in conformance with Section 3.1, and the Certificate Holder shall not discriminate between or among any individuals in the availability of Cable Service. The Certificate Holder shall be required to connect, at Certificate Holder's standard installation charge, all residential dwelling units that are within one hundred seventy-five (175) feet of trunk or feeder lines not otherwise already served by the Certificate Holder's System. The Certificate Holder shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred and seventy-five (175) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.2.1 *Business Customers:* Pursuant to Section 3.2, Cable Services provided to business customers shall be provided pursuant to terms and conditions agreed upon by the Certificate Holder and the business requesting Cable Service.

3.2.2 *Request for Underground Installation:* Should a Subscriber wish to have underground service in an area normally provided service via overhead construction, the Subscriber requesting such underground service shall pay the difference between the cost of underground construction and the cost for equivalent overhead installation.

3.2.3 *Cost Estimates:* The Certificate Holder agrees to furnish without cost to a Subscriber or group of Subscribers, itemized cost estimates for any construction or installation work which is being planned at the Subscriber's expense. No work shall commence until it is approved in writing by a Subscriber.

3.2.4 *Access to Private Property:* The Certificate Holder shall not be required to serve potential Subscribers located in (A) buildings to which the Certificate Holder cannot obtain physical access under reasonable terms and conditions, after good faith negotiations with the owner or manager of the property, provided that Certificate Holder shall submit to the Administrator written notice of such negotiations upon request; (B) developments or buildings subject to exclusive arrangements with other providers; or (C) developments or buildings that the Certificate Holder is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, provided that Certificate Holder shall provide a written description of such technical reasons to the Administrator upon request.

3.3 *Cable Service to Existing Buildings:*

3.3.1 *Service to Existing Buildings.* The Certificate Holder will continue to provide, at no charge, to the public buildings identified in Exhibit A, the same level of Cable Service as was provided to each such public building by the Certificate Holder on September 1, 2016. Certificate Holder will provide such service for the term of this Certificate, including all extensions thereof, but not including any renewal of the Certificate.

3.3.2 *Equipment to Existing Buildings.* Certificate Holder shall continue to supply to the County, at no charge, all current converters, digital transport adapters, and other equipment necessary to receive cable service at the public buildings that had been provided at no

charge to the public buildings identified in Exhibit B prior to the Effective Date. After notice to the Certificate Holder, the County shall have the right to transfer any such equipment from one public building to another at any time. The Certificate Holder shall promptly replace, at no charge, each item of equipment provided pursuant to this Section 3.3.2 that malfunctions or ceases to function. Any equipment lost or damaged by the County, shall be replaced only if the County agrees to pay the replacement cost.

3.3.3 *Additional Public Buildings.* Certificate Holder shall provide, within one hundred eighty (180) days after receiving a written request from the County and without charge, one service outlet activated for Basic Service to up to five (5) additional public buildings in each County fiscal year. Certificate Holder also shall provide three items of equipment (which shall not include MDU DTAs) necessary to receive such service to each such public building. Exhibit A shall be amended to include each new public building at the time of the County's request. For purposes of this Section 3.3.3, a "public building" is a County fire station, public school or other public educational facility, police station, public library, access channel facility, or other building used for County governmental purposes as may be designated by the County; provided, however, that if it is necessary to extend Certificate Holder's trunk or feeder lines more than four hundred (400) feet solely to provide service to any such school or public building, the County shall have the option either of paying Certificate Holder's direct costs for such extension in excess of four hundred (400) feet, or of releasing Certificate Holder from the obligation to provide service to such building. Furthermore, Certificate Holder 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 four hundred (400) feet of drop cable; provided, however, that Certificate Holder shall not charge for the provision of Basic Service to the additional service outlets once installed. The Certificate Holder shall also provide, free of charge, six (6) of each item and service included under this Section within the facility of the CAC.

4. SYSTEM OPERATION

4.1 *Compliance with Codes:* Use of the Public Rights-of-Way is established by Chapter 22 of the Arlington County Code and the Arlington County Rights-of-Way Regulations for areas under the control of the County, and by the VDOT regulations for those areas under the control of the VDOT.

4.2 *Construction Standards:*

4.2.1 Construction standards are established in the Arlington County Public Works Construction Standards and Specifications, the National Electric Code as referenced in Chapter 7 of the Arlington County Code, the VDOT regulations for those areas under the control of the VDOT, any state rules (such as the Uniform Statewide Building Code), any federal rules (such as those established by the FCC and the Federal Aviation Administration), and the Certificate Holder's construction procedures manual.

4.2.2 Requirements for the provision by the Certificate Holder to the County of drawings, specifications, scaled engineering maps, engineering plans, and related data are established by the Arlington County Public Works Construction Standards and the Arlington County Rights-of-Way Regulations, and as may be subject to procedures for ensuring confidentiality and security.

4.2.3 The Arlington County Public Works Construction Standards and Specifications establish the quality of workmanship of contractors and subcontractors.

4.3 *Publicizing Propose Construction Work:* Notification to the public prior to commencing any proposed construction work is established by the Arlington County Rights-of-Way Regulations.

4.4 *Use of Existing Poles:* Pole attachments and conduit lease arrangements are regulated at the federal level under Section 224 of the Telecommunications Act of 1996.

4.5 *Placement of Facilities:* The placement of facilities in the Public Rights-of-Way is governed by state law, including Section 56-458(c) of the Virginia Code, requiring the non-discriminatory imposition of conditions for the use of Public Rights-of-Way, Sections 56-468.1 and 56-468.2 of the Virginia Code, and the Underground Utility Damage Prevention Act, Chapter 10.3 of Title 56 of the Virginia State Code.

4.6 *Warning Devices:* The use warning devices is governed by applicable regulations, including the VDOT regulations for VDOT controlled areas.

4.7 *Trees:* The removal, trimming, cutting, and the clearing of trees or other vegetation along the Public Rights-of-Way is established by the Arlington County Public Works Construction Standards and Specifications, the Arlington County Rights-of-Way Regulations, the general rules and regulations of the Commonwealth Transportation Board, and any VDOT regulations as may be applicable for VDOT controlled areas.

4.8 *Repair of Damaged Facilities:* The repair of damaged facilities is established by the Arlington County Public Works Construction Standards and Specifications, the Arlington County Rights-of-Way Regulations, and Chapter 22 of the Arlington County Code, and the VDOT regulations for areas under the control of the VDOT.

5. SYSTEM FACILITIES

5.1 *System Characteristics:* The Certificate Holder's Cable System shall meet or exceed the following requirements:

5.1.1 The System shall be an active two-way plant utilizing the return bandwidth to permit such services as impulse pay-per-view and other interactive services. The digital offerings shall include standard definition and some high definition Cable Service.

5.1.2 Compliance with FCC Rules. All maintenance performed on the Cable System by the Certificate Holder shall be in accordance with the FCC's rules and regulations governing the technical performance and operating standards for such a Cable System.

5.1.3 Continuous 24-Hour Operation. The Cable System shall be capable of continuous twenty-four (24) hour daily operation without severe material degradation of signal except during extremely inclement weather or immediately following extraordinary storms that adversely affect utility services or damage major system components.

5.1.4 Temperature Specifications. The Cable System shall be capable of operation over an outdoor temperature of -20 degrees F to +120 degrees F and over variations in supply voltages from 105 to 130 volts AC without catastrophic failure or irreversible performance changes. The Cable System shall meet all applicable specifications over an outdoor temperature range of 0 degrees F to 100 degrees F and over variations in supply voltages from 105 to 130 volts AC.

5.1.5 No interference. The Cable System shall be operated in such a manner as to minimize interference with the reception of off-the-air signals by a Subscriber. The Certificate Holder shall insure that signals carried by the Cable System, or originating outside the Cable System wires, cable, fibers, electronics and facilities, do not ingress or egress into or out of the Cable System in excess of FCC or other standards. In particular, the Certificate Holder shall not operate the Cable System in such a manner as to pose unwarranted interference with emergency radio services, aeronautical navigational frequencies or any airborne navigational reception in normal flight patterns, or any other type of wireless communications, pursuant to FCC regulations.

5.1.6 No Deterioration to Access Signals. The System shall be so constructed and operated that there is no significant deterioration in the quality of public, educational or governmental Access Channel signals or leased Access Channel signals resulting from the transportation of the video signal, either upstream or downstream, as compared with any other Channel on the Cable System. Deterioration refers to any signal problem, including, but not limited to, ghost images and other interference and distortions.

5.1.7 Industry-accepted Equipment. The Cable System shall use equipment generally used in high-quality, reliable, modern systems of similar design.

5.1.8 Standby Power. The Certificate Holder shall provide standby power generating capacity at the headend and at all hubsites. The Certificate Holder shall maintain motorized standby power generators capable of at least twenty-four (24) hours duration at the headend, and battery back-up power capability of at least two (2) hours duration for all Nodes with automatic response systems to alert the headend when commercial power is interrupted. The headend generator shall be tested once per week. The power suppliers serving the distribution plant shall be capable of providing power to the Cable System for not less than two (2) hours according to manufacturer specification in the event of an electrical outage.

5.1.9 Clear Channels. The Certificate Holder shall comply with all FCC regulations regarding scrambling or other encryption of signals.

5.1.10 Parental Control. The Certificate Holder shall provide equipment to enable Subscribers to block out audio and video on any undesired Channels on the Cable System. To the extent that the converter or other equipment necessary to enable such blocking is not

provided as part of a Subscriber's service tier, the Certificate Holder may charge a reasonable fee for such equipment.

5.1.11 Program Security. The Cable System shall include equipment so that any pay-per-view programming can only be activated by the positive action of a Subscriber.

5.1.12 Service for Persons with Disabilities. All closed-caption programming retransmitted by the Cable System shall include the closed-caption signal. For hearing impaired Subscribers, the Certificate Holder shall provide information concerning the cost and availability of equipment to facilitate the reception of all Basic Services for the hearing impaired. In addition, the Certificate Holder shall have TDD/TTY (or equivalent) equipment at the company office, and a publicly listed telephone number for such equipment, that will allow hearing impaired customers to contact the company. Upon request, the Certificate Holder shall, consistent with 47 C.F.R. § 76.984 and 47 U.S.C. § 543(d), provide, for purchase or lease at the lowest uniform price, a remote control device to those Subscribers who are mobility limited, or where a member of the Subscriber's household is mobility limited.

5.2 *Interconnection:*

5.2.1 The Certificate Holder shall design its Cable System so that it may be interconnected with other cable systems or similar communications systems in the Franchise Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods. The Certificate Holder shall cooperate with any interconnection corporation, regional interconnection authority, or state or federal regulatory agency which may be hereafter established for the purpose of regulating, facilitating, financing or otherwise providing for interconnection of communications systems beyond the boundaries of the County.

5.2.2 The Certificate Holder shall not interfere with the ability of any other cable operator holding a franchise issued by the County, or any other provider of multichannel video programming franchised or licensed by the County under obligations similar to those required of the Certificate Holder (each a "Competing Operator") to obtain the content of any of the programming on the PEG Channels, nor shall the Certificate Holder object to the transmission of the PEG Access Channel signals by any Competing Operator. When not otherwise available to a Competing Operator through direct connection to a PEG origination site, the Certificate Holder shall make the signals of each of the PEG Access Channels available for interconnection by any Competing Operator, subject to the execution of a mutually agreeable interconnection agreement between the Certificate Holder and the Competing Operator, or the renewal of any such existing agreement. The Certificate Holder shall act in good faith during negotiations with a Competing Operator concerning the negotiation or renegotiation of any agreement between a Competing Operator and the Certificate Holder. The Certificate Holder shall provide the County with written evidence of the existence and conduct of such good faith negotiations upon request. In addition, should the Competing Operator and the Certificate Holder be unable to reach agreement on the terms of a new interconnection agreement, the Certificate Holder shall allow the Competing Operator continued access to the programming carried on each of the Access Channels for a reasonable time sufficient to allow the Competing Operator to obtain independent access to the programming, which time shall not exceed six months.

5.2.3 The Certificate Holder shall cooperate with the County and any Competing Operator with respect to the installation by the County or the Competing Provider of any compatible equipment needed to effect any interconnection between facilities owned by the County and the facilities of such Competing Operator (the “Interconnection Equipment”), for the purpose of obtaining access to the PEG Access Channel signals and transporting such signals to the Competing Operator’s subscribers by means of its own facilities. Certificate Holder shall cooperate with the County and the Competing Operators to determine the cause of any interruption or degradation of the signal output by the Interconnection Equipment, and the County may request Certificate Holder’s assistance, at the County’s expense, in troubleshooting any Interconnection Equipment owned by the County.

5.2.4 No interconnection shall take place without notice to the County, and a demonstration that all signals to be interconnected will comply with applicable FCC technical standards for all classes of signals.

5.3 *Emergency Alert System:*

5.3.1 The Certificate Holder shall comply with the Emergency Alert System (“EAS”) requirements of the FCC in order that emergency messages may be distributed over the System.

5.4 *System Tests and Inspections:*

5.4.1 The Certificate Holder shall perform all tests necessary to demonstrate compliance with the requirements of the Certificate and other performance standards established by law or regulation, and to ensure that the Cable System components are operating as expected for the provision of Cable Service. All tests shall be conducted in accordance with applicable federal laws and rules.

5.4.2 The Certificate Holder shall conduct tests as follows:

5.4.2.1 acceptance tests on each newly constructed or rebuilt segment prior to Subscriber connection or activation;

5.4.2.2 proof of performance tests on the Cable System in accordance with applicable FCC rules;

5.4.2.3 special tests when Subscriber complaints indicate tests are warranted; and,

5.4.2.4 special tests at the County’s request.

5.4.3 The County may conduct inspections of Subscriber installations, including but not limited to inspections to assess compliance with the Certificate Holder’s requirements under the Certificate. Inspection does not relieve the Certificate Holder of its obligation to build in compliance with all provisions of the Certificate and the Arlington County Code.

5.4.4 A written report of test results will be provided to the County within fourteen (14) days of a written request by the County. In addition, the Certificate Holder shall retain written reports of the results of any tests required by the FCC, and such reports shall be submitted to the Administrator upon the Administrator's written request.

5.4.5 The Certificate Holder will provide the County with at least two (2) days prior written notice of, and opportunity to observe the FCC proof of performance tests and any special tests required by the County.

5.4.6 If any Cable Service test indicates that any part or component of the System fails to meet applicable requirements, the Certificate Holder, without requirement of additional notice or request from the County, shall take prompt corrective action.

5.5 *Relocation and Moving of Cable System:* In the event that a location or a grade, line, or other characteristic of a public right of way that the Certificate Holder is authorized to use or occupy is altered by the County, the Certificate Holder shall relocate or otherwise modify its Cable System to as to conform to the new location of the new grade, line or other right of way characteristic. Certificate Holder may seek compensation for such relocation to the extent permitted by applicable law.

5.6 *Cable System Maintenance:* Maintenance of the Cable System shall be performed in accordance with the applicable technical performance and operating standards established by FCC rules and regulations.

5.7 *Removal at Expiration of Certificate:* Subject to the Certificate Holder's right to continue to provide telecommunications services over its system facilities pursuant to 47 U.S.C. § 541(b)(3), or any other legal right the Certificate Holder may have to maintain the system facilities within the public rights of way, at the expiration of the term for which this Certificate is granted, or upon the expiration of any renewal or extension period which may be granted, or upon the termination or revocation of this Certificate, the County will have the right to require the Certificate Holder, at its sole expense: (i) to remove all portions of the System from all Public Rights-of-Way within the County; and (ii) to restore affected sites to their original condition. Should the Certificate Holder fail, refuse, or neglect to comply with the County's directive, all portions of the System, or any part thereof, may be removed, altered or relocated by the County at the cost of the Certificate Holder. The County will not be liable to the Certificate Holder for damages resulting from such removal, alteration or relocation. The Cable System shall meet or exceed the applicable technical standards set forth in 47 C.F.R. § 76.601.

5.8 *Technical Standards:* The Cable System shall meet or exceed the applicable technical standards set forth in 47 C.F.R. § 76.601.

5.9 *Leased Access Channels:* The Certificate Holder shall provide Leased Access Channels as required by federal law.

5.10 *Integration of advancements in technology:* It is the responsibility of the Certificate Holder to upgrade the System to provide generally available and commercially reasonable advances in Cable Service, taking into account the needs and interests of the community, economic and financial considerations and the impact on Subscriber rates. The

Certificate Holder shall install additional Channel capacity as required to accommodate the reasonable demand of Subscribers.

6. PEG AND I-NET SERVICES

6.1 *PEG Set Aside*

6.1.1 In order to ensure universal availability of public, educational and government programming, Franchisee shall initially set aside for PEG use a total of six (6) dedicated standard definition Access Channels (the “SD PEG Channels”). The Certificate Holder shall interconnect its Cable System pursuant to Section 5.2 of this Certificate in such a manner as to permit delivery over the Certificate Holder’s Cable System of PEG programming.

6.1.2 No later than six (6) months after the Effective Date, the Certificate Holder shall set aside for PEG use one high definition (“HD”) Access Channel. Further, as of January 1, 2018, the County may request two (2) additional HD channels for PEG use, and such two (2) HD channels will be made available within ninety (90) days of the County’s request. In accordance with this schedule for the deployment of a total of three (3) HD Access Channels (the “HD PEG Channels”), the Certificate Holder shall carry the programming of the Arlington Virginia Network (“AVN”), the Arlington Public Schools (“APS”) and the CAC on both the respective existing SD PEG Channel managed by each such entity, and on the corresponding new HD PEG Channel. The County shall in its sole discretion determine the order in which each entity shall obtain access to the HD PEG Channel allocated for such entity’s use. There shall be no charge to AVN, APS, or the CAC for the use of the HD PEG Channels, or for any modifications required by the Certificate Holder at the headend to carry such Channels on the System. AVN, APS, and the CAC shall bear the cost of producing programming in high definition.

6.1.3 Notwithstanding Section 6.1.1 and Section 6.1.2, after the HD PEG Channels have been made available and activated, AVN and APS shall each surrender the remaining SD PEG Channels under their control, and the Certificate Holder shall regain control of such three (3) SD PEG Channels. Thereafter, the Certificate Holder shall only be required to carry three SD PEG Channels, and three HD PEG Channels, as described in Section 6.1.2.

6.1.3.1 County acknowledges that HD programming may require special viewer equipment and subscription to advanced service tiers and that, by agreeing to make PEG channels available in HD format, Certificate Holder shall not be required to provide free HD equipment to customers, or to complimentary municipal and educational accounts as described in Section 3.3 and identified in Exhibit A. Nor shall Certificate Holder be required to modify its equipment or pricing policies in any manner. County acknowledges that not every customer may be able to view HD PEG programming, nor on every TV in the home, and additional costs may be involved in the reception of HD programming.

6.1.3.2 Certificate Holder may implement HD carriage of the PEG channels in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal quality for the consumer

that is reasonably comparable to similar commercial HD channels carried on the cable system.

6.1.4 The programming to be carried on each of the PEG Channels set aside by the Certificate Holder is reflected in Exhibit B. After the HD PEG Channels have been made available pursuant to Section 6.1.2, Exhibit B shall be amended accordingly. The County hereby authorizes the Certificate Holder to transmit such programming within and without the County's jurisdictional boundaries. The Certificate Holder specifically reserves its right to make or change channel assignments in its sole discretion. If a PEG Channel provided under this Article is not being utilized by the County, the Certificate Holder may utilize such PEG Channel, in its sole discretion, until such time as the County elects to utilize the PEG Channel for its intended purpose.

6.1.5 The PEG Channels shall be carried on the Basic Service tier in a format that is technically equivalent to and provides the same technical capabilities and quality of picture and sound as the majority of the other channels carried on the Basic Service tier; however, the quality of picture and sound of the PEG Channels is not required to exceed the quality of the source programming provided by the County through a direct connection or by the incumbent cable provider through interconnection. Notwithstanding this provision or the following Section 6.1.6, the carriage of PEG Channels in HD format is governed solely by Sections 6.1.2 and 6.1.3 of this Certificate.

6.1.6 The PEG Channels shall be carried in compliance with all applicable FCC rules. All PEG Channels shall meet the same FCC technical standards applicable to the commercial channels carried on the Basic Tier, provided that the Certificate Holder shall not be responsible for the production quality of PEG access programming. All PEG Channels shall be carried in a manner providing the same signal quality as the majority of other channels Certificate Holder provides for on the Basic Tier. In addition, in the event the County desires to implement additional functionality on one or more of the PEG Channels comparable to additional functionality available on any other channel on the Basic Tier, the Certificate Holder shall cooperate with the County to make such functionality available, provided that implementation of such functionality does not require the use of additional capacity on the System, or impose any cost on the Certificate Holder.

6.2 *PEG and I-NET Support Obligations*

6.2.1 The Certificate Holder shall provide an annual grant to the County to be used in support of the production of local PEG programming and the County's institutional network ("I-Net") (the "Annual PEG Grant"), as determined by the County Manager or his/her designee for PEG capital purposes, including, without limitation, acquisition of PEG access equipment, for renovation or construction of PEG access facilities, and I-Net equipment for construction. The Annual PEG Grant provided by the Certificate Holder shall be the sum of one dollar and thirty eight cents (\$1.38) per month, per Subscriber in the Service Area.

6.2.2 The Annual PEG Grant payment, along with a brief summary of the Subscriber information upon which it is based, shall be delivered to the County within sixty (60) days after the beginning of each calendar year during the Franchise Term.

6.2.3 The County shall provide the Certificate Holder with a complete accounting annually of the distribution of funds granted pursuant to this Section 6.2.

6.3 All local producers and users of any of the PEG facilities or Channels shall agree in writing to authorize the Certificate Holder to transmit programming consistent with this Agreement and shall have sufficient insurance coverage, which also names the County and the Certificate Holder as additional insureds, to cover all 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.

6.4 To the extent permitted by federal law, the Certificate Holder shall be allowed to recover the amounts of the Annual PEG Grant or any other franchise-related costs from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the forgoing, if allowed under state and federal laws, the Certificate Holder may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers.

6.5 If the Certificate Holder and the County disagree at any time as to the amounts due under Section 6.2, the Certificate Holder shall, during the period of any such dispute, continue paying the specified grant in the amounts paid to the recipient in the last undisputed payment; provided, however, that the County shall return any such amounts paid that are later determined to be in excess of the correct amounts.

6.6 In the event any payment required by Section 6.2 is not made on or before the required date, the Certificate Holder shall pay, during the period such unpaid amount is owed, interest computed from such due date, at an annual rate of ten percent (10%), plus a late fee in the amount of the County's cost of collecting any late payment. The Certificate Holder waives any right to claim that any interest or penalties imposed hereunder constitute franchise fees within the meaning of 47 U.S.C. § 542.

6.7 The parties agree that any costs to the Certificate Holder associated with the provision of support for PEG access pursuant to this Certificate, including without limitation any payments made to the County under Section 6.2, do not constitute and are not part of a franchise fee and fall within one or more of the exceptions of 47 U.S.C. § 542.

6.8 Except as expressly permitted by federal law, the Certificate Holder shall not exercise any editorial control over the content of programming on PEG Access Channels.

6.9 The Board may designate one (1) or more entities, including a non-profit access management corporation, to perform any or all of the following functions:

- (1) to manage any necessary scheduling or allocation of capacity on the PEG Channels; and/or
- (2) on the County's behalf, to program any PEG Access Channel.

6.10 The County, or any entity that manages a PEG Channel, shall be able to establish and enforce rules and procedures for the use of PEG Channels pursuant to Section 611(d) of the Communications Act of 1934, as amended, 47 U.S.C. 531(d). The Administrator shall resolve any dispute among PEG users regarding the allocation or utilization of PEG Channels.

6.11 At the Certificate Holder's discretion, the Certificate Holder shall reasonably cooperate with the CAC in the promotion of the CAC's activities.

6.12 *I-NET Facilities*

6.12.1 The Certificate Holder grants to the County an indefeasible right to use the fiber optic facilities linking the sites listed in Section 1 of Exhibit C, as set forth in the IRU Agreement attached as Exhibit D hereof (the "IRU").

6.12.2 The Certificate Holder grants to the County the right to use the existing fiber optic facilities linking the sites listed in Section 2 of Exhibit C, at no cost or expense to the County, through December 31, 2017, in accordance with the terms of Exhibit E.

6.12.3 The Certificate Holder grants to the County the right to use the existing fiber optic facilities linking the sites listed in Section 3 of Exhibit C, at no cost or expense to the County, for a period of one month after the Effective Date.

6.12.4 The Certificate Holder shall provide standard business class data Internet VPN service, and all necessary equipment to receive such service, to the sites listed in Section 4 of Exhibit C, at no cost or expense to the County, for a period of twenty-four (24) months beginning on the date such VPN service is initiated. If the County desires such service after that period, the County shall purchase service at the Certificate Holder's standard published rate, unless otherwise agreed by the parties in writing.

CAC Studio Facilities: The current studio facility located at 2701 Wilson Boulevard will be available for the CAC to rent from Certificate Holder until June 30, 2018. Certificate Holder will pay the CAC's rent for the current facility only through December 31, 2017.

6.13 *Return Feed from PEG Origination Facilities:*

6.13.1 Beginning on the Effective Date, the Certificate Holder shall provide and maintain the existing links, the necessary encoding and decoding equipment, and the support necessary to provide for the transmission of PEG access video signals that meet FCC standards for picture quality as currently exist or may be amended, from each of the following locations, for the purposes of transmitting the existing Public Access Channel and the existing Educational Access Channels to the Cable System headend: (i) 2701 Wilson Boulevard; and (ii) 1426 N. Quincy Street.

6.13.2 Within ninety (90) days after the Effective Date, the Certificate Holder shall provide and maintain a fiber optic link, the necessary encoding and decoding equipment, and the support necessary to provide for the transmission of PEG access video signals that meet FCC standards for picture quality as currently exist or may be amended, from a location to be designated by the County to the Cable System headend, for the purpose of transmitting the

signals of the Government Access Channel. The cost of constructing this link, including fiber construction and all the encoder and decoder required for the transmission of the PEG access video signal, shall be borne by the Certificate Holder. After construction of the link, the Certificate Holder shall bear the cost of maintenance.

6.13.3 If any existing or future origination site designated pursuant to this Section is moved or replaced, the Certificate Holder shall construct and maintain a new fiber-optic link to the new location, including, without limitation, installing new facilities, moving terminal equipment, and splicing fiber, as necessary. For the first such move or replacement of an origination site, the cost of installing the new link, including fiber construction and the necessary encoder and decoder required for the transmission of the PEG access video signal, shall be borne by the Certificate Holder. After construction of the new link, the Certificate Holder shall bear the cost of maintenance. The County shall be responsible for the costs associated with any additional origination site moves.

6.13.4 If the Certificate Holder should move the location of its headend, the Certificate Holder shall be responsible for the costs of constructing and maintaining the fiber optic links from the new headend site to either: (1) the three PEG origination sites or (2) an interconnection point designated by the County on the County's Connect Arlington Network.

6.13.5 The Certificate Holder shall monitor the PEG Access Channels and the fiber optic return links provided pursuant to this Section 6.14 for technical quality, and shall ensure that the return links are maintained in accordance with the same technical standards that the Certificate Holder applies to the Cable System as a whole.

7. FRANCHISE FEES

7.1 *Communications Tax:* The Certificate Holder shall comply with the provisions of Section 58.1-645 *et seq.* of the Code of Virginia, pertaining to the Virginia Communications Sales and Use Tax, as amended (the "Virginia Communications Tax"), and Section 7.2 through 7.8 of this Agreement shall not have any effect, for so long as the Virginia Communications Tax or a successor state or local tax that would constitute a franchise fee for purposes of 47 U.S.C. § 542, as amended, is imposed on the sale of cable services by the Certificate Holder to subscribers in the County. No later than forty-five (45) days after the end of each calendar quarter, the Certificate Holder shall provide the County with a statement showing the amount of the gross revenues upon which the Virginia Communications Tax paid by the Certificate Holder for that quarter to the Virginia Department of Taxation was calculated.

7.2 *Payment to County:* In the event that the Communications Tax is repealed and no successor state or local tax is enacted that would constitute a franchise fee for purposes of 47 U.S.C. § 542, as amended, and a franchise fee continues to be allowed pursuant to 47 U.S.C. § 542, the Certificate Holder shall pay to the County a Franchise fee of five percent (5%) of annual Gross Revenue beginning on the effective date of the repeal of such tax (the "Repeal Date"). Beginning on the Repeal Date, the terms of Sections 7.2 through 7.6 of this Agreement shall take effect. In accordance with Title VI of the Communications Act, the twelve (12) month period

applicable under the Certificate 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. The Certificate Holder 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 90 days following the close of the calendar year for which such payments were applicable.

7.3 *Supporting Information:* Each Franchise fee payment shall be accompanied by supporting detail reflecting the total amount of monthly Gross Revenue for the payment period and a breakdown by major revenue categories (such as Basic Service, premium service, etc.). The County shall have the right to reasonably require further supporting information for each Franchise fee payment.

7.4 *Limitation on Franchise Fee Actions:* The period of limitation for recovery of any Franchise fee payable hereunder shall be five (5) years from the date on which payment by the Certificate Holder is due.

7.5 *Late Payments:* In the event any Franchise fee payment or recomputation amount is not made on or before the required date, the Certificate Holder shall pay, during the period such unpaid amount is owed, interest charges computed from such due date, at an annual rate of ten percent (10%), plus a late fee in the amount of the County's cost of collecting any late payment.

7.6 *Bundled Services:* If the Franchisee bundles Cable Service with Non-Cable Service, the Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading the Franchise fee payments under this Agreement. In the event that the Franchisee or any Affiliate shall bundle, tie, or combine Cable Services (which are subject to the franchise fee) with non-Cable Services (which are not subject to the franchise fee), so that subscribers pay a single fee for more than one class of service or receive a discount on Cable Services, a pro rata share of the revenue received for the bundled, tied, or combined services shall, to the extent reasonable, be allocated to gross revenues for purposes of computing the franchise fee. To the extent there are published charges and it is reasonable, the *pro rata* share shall be computed on the basis of the published charge for each of the bundled, tied, or combined services, when purchased separately. However, the parties agree that tariffed telecommunications services that cannot be discounted under state or federal law or regulations are excluded from the bundled allocation obligations in this section.

7.7 *No Limitation on Taxing Authority:* Nothing in this Certificate shall be construed to limit any authority of the Board to impose any tax, fee, or assessment of general applicability. By way of illustration and not limitation, to the extent permitted by applicable law, the Board may impose a tax, fee, or other assessment on any Person (other than a cable operator) with respect to Cable Service or other communications service provided by such Person over a Cable System for which charges are assessed to Subscribers but not received by the cable operator. The franchise fee payments required by this Certificate shall be in addition to any and all taxes of a general nature (i.e., those which are not applicable solely to cable television operations within the County) or other fees or charges which the Certificate Holder shall be required to pay to the County or to any local, State or federal agency or authority, as required herein or by law, all of

which shall be separate and distinct obligations of the Certificate Holder. The Certificate Holder shall not have or make any claim for any deduction or other credit of all or any part of the amount of said franchise fee payments from or against any of said County taxes or other fees or charges which the Certificate Holder is required to pay to the County, except as expressly permitted by law. The Certificate Holder shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said County taxes or other fees or charges, except as expressly permitted by law. Nor shall the Certificate Holder apply or seek to apply all or any part of the amount of any of said taxes or other fees or charges as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law.

7.8 *Audit*

7.8.1 Subject to the confidentiality requirements of Section 9.1 of this Certificate, the County, or such Person or Persons designated by the County, shall have the right to inspect and copy records and the right to audit and to recompute any amounts determined to be payable under this Certificate, whether the records are held by the Certificate Holder, an Affiliate, or any other entity that collects or receives funds related to the Certificate Holder's operation in the County, including by way of illustration and not limitation, any entity that sells advertising on the Certificate Holder's behalf. If an audit discloses an overpayment or underpayment of franchise fees, the County shall notify the Certificate Holder of such overpayment or underpayment within ninety (90) days of the date the audit was completed. The County, in its sole discretion, shall determine the completion date for any audit conducted hereunder. Audit completion is not to be unreasonably delayed by either party.

7.8.2 Subject to the confidentiality requirements of Section 9.1 of this Certificate, the Certificate Holder shall be responsible for providing to the County all records necessary to confirm the accurate payment of franchise fees, without regard to by whom they are held. The Certificate Holder shall maintain such records for five (5) years. The County's audit expenses shall be borne by the County unless the audit determines the payment to the County should be increased by more than five percent (5%) in the audited period, in which case the costs of the audit shall be paid by the Certificate Holder to the County within thirty (30) days following written notice to the Certificate Holder by the County of the underpayment, which notice shall include a copy of the audit report. If recomputation results in, additional revenue to be paid by the Certificate Holder to the County, such amount shall be subject to a ten percent (10%) annual interest charge, plus a late fee equal to the costs of collection if an enforcement or collection action is instituted by the County. If the audit determines that there has been an overpayment by the Certificate Holder, the Certificate Holder may credit any overpayment against its next quarterly payment. Auditor not to be compensated on a success based formula, e.g., payment based on a percentage of any underpayment, if any.

7.8.3 The audit provisions set forth in this subsection shall similarly apply to the PEG and I-NET support payments specified in subsection 6.2 of this Certificate.

7.8.4 The Certificate Holder shall maintain its fiscal and financial records and have all relevant fiscal and financial records maintained by others on its behalf in such a manner as to enable the County to determine the Certificate Holder's Gross Revenue.

8. CUSTOMER SERVICE

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

9. REPORTS AND RECORDS

9.1 *Confidentiality:*

9.1.1 Notwithstanding anything to the contrary set forth herein, the Certificate Holder shall provide information required by this Agreement to the County if a) the information is proprietary or confidential information and it is protected from public disclosure by the Virginia Freedom of Information Act (the “VA FOIA”) as determined by the County; or b) it is not proprietary or confidential information. The Certificate Holder shall not be required to submit information to the County unless the County has reviewed such information and the County reasonably deems such information to be proprietary or confidential in nature (“Confidential Information”), and it is protected from disclosure by the VA FOIA. The Certificate Holder shall not be required to submit to the County any of its or an Affiliate’s books and records not relating to the provision of Cable Service in the Service Area. Confidential Information shall be subject to the following, to be applied as is most practicable for the purposes of this Certificate:

9.1.1.1 To the extent an exemption under the VA FOIA permits the County to withhold Confidential Information from public disclosure and the Certificate Holder submits such information to the County, the County shall maintain the Confidential Information and not voluntarily disclose it to any public request except under court order. If any Person requests Confidential Information from the County, the County shall provide the Certificate Holder with prompt notice of such request(s) so that the Certificate Holder has sufficient time to seek an appropriate protective order or utilize any other lawful means to protect the Confidential Information;

9.1.1.2 To the extent that Confidential Information provided to an accountant, attorney, consultant, or any other agent of the County (“County Consultant”) would not be subject to confidential protection under the VA FOIA and the County instructs the Certificate Holder to provide the Confidential Information to the County Consultant as may be required by this Certificate, the County Consultant must sign a confidentiality agreement with the Certificate Holder, in form and substance identical to the form of confidentiality agreement attached as Exhibit G, before the Certificate Holder provides such Confidential Information to the County Consultant. The County shall not take possession of the Confidential Information nor engage in any act that would jeopardize the confidentiality of such information; or,

9.1.1.3 The Certificate Holder must provide the following documentation to the County: (i) specific identification of the information; (ii) statement attesting to the reason(s) the Certificate Holder believes the information is confidential; and (iii) statement that the documents are available at the Certificate Holder’s designated offices for inspection by the County.

9.1.2 At all times, the County shall take reasonable steps to protect the proprietary and confidential nature of any books, records, maps, plans or other County-requested

documents that are provided pursuant to this Certificate to the extent they are designated as such by the Certificate Holder. Nothing in this Section shall be read to require the Certificate Holder to violate federal or state law protecting Subscriber privacy.

9.2 *Records Required:* Certificate Holder shall at all times maintain for a period of at least five (5) years:

9.2.1 Records of all complaints. The term “complaint” as used herein refers to written complaints, and written documentation of oral complaints that are not resolved in a franchisee’s initial conversation with a subscriber, about any aspect of the Cable System or Franchisee’s cable operations, including, without limitation, complaints requiring service calls, and complaints about employee courtesy billing, prices, programming, outages and signal quality. Complaints recorded will not be limited to complaints requiring an employee service call;

9.2.2 Records of outages, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.2.3 The Certificate Holder shall maintain financial records that allow analysis and review of its operations in the County.

9.2.4 Records of service calls for repair and maintenance, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.2.5 Records of installation/reconnection and requests for service extension, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.2.6 A public file showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

9.3 *Annual Reports:* No later than ninety (90) days after the end of its fiscal year, and on each anniversary thereafter, the Certificate Holder shall submit a written report to the County, in a form directed by the County, which shall include the following:

9.3.1 A summary of the previous years’ activities in the development of the Cable System, including, but not limited to descriptions of services begun or dropped.

9.3.2 A summary of complaints, identifying both the number and nature of the complaints received and an explanation of their dispositions, as such records are kept by the Certificate Holder, together with copies of any written complaints received. Where complaints involve recurrent System problems, the nature of each problem and the corrective measures taken shall be identified;

9.3.3 A statement of the number of service calls received by type during the prior quarter, and the percentage of service calls compared to the Subscriber base by type of complaint.

9.3.4 A copy of the Certificate Holder's products and Cable Services offered; its prices, options, and conditions of subscription for Cable Services; its installation and maintenance policies, including, when applicable, information regarding the Subscriber's in home wiring rights during the period Cable Service is being provided; its complaint procedures; its procedures for requesting Cable Service credit; information regarding any adaptive device available to accommodate special needs (such as vision, hearing, or other impairments); and, information regarding the availability of a parental control device.

9.3.5 To the extent applicable, the annual Securities and Exchange Commission 10(k) filing for the Certificate Holder and any Affiliate that has a five percent (5%) or more ownership interest in the Certificate Holder;

9.3.6 A full schedule of all Subscriber and other user rates, fees, and charges;

9.3.7 The Certificate Holder's practices and procedures for protecting Subscriber privacy;

9.3.8 A statement of Gross Revenues for the previous calendar or fiscal year, certified by the Franchisee's financial agent, including a year-end balance sheet and an income statement showing Subscriber revenue and every material category of non-Subscriber revenue; and operating expenses by category, at whatever operating level such records are kept;

9.3.9 As may be provided in filings with the Security and Exchange Commission, an annual list of officers and members of the Board of Directors or similar controlling body of the Certificate Holder and any Affiliates;

9.3.10 As may be provided in filings with the Security and Exchange Commission, an organizational chart showing all Persons with more than a five percent (5%) ownership interest in the Certificate Holder, and the nature of that ownership interest (limited partner, general partner, preferred shareholder, etc.); and showing the same information for each corporation or partnership that holds such an interest in the corporations or partnerships so identified and so on until the ultimate corporate and partnership interests are identified;

9.3.11 An annual report and SEC 10(k) filing, to the extent applicable, for the ultimate parent company of the Certificate Holder, if no such SEC filings exist for the Certificate Holder.

9.3.12 Unless previously provided and accepted by the County, and upon request, a summary of the results of, and/or, at the Certificate Holder's option, copies of the System's technical tests and measurements performed during the past year, showing conformity with FCC technical standards;

9.3.13 A statement that information regarding the physical miles of plant construction and plant in operation during the prior calendar year (categorized as aerial and underground) is available for viewing at a local construction office of the Certificate Holder;

9.3.14 A statement that a summary of minority business policies is available upon request; and

9.4 *Quarterly Reports:* Within forty-five (45) days of the end of each calendar quarter, the Certificate Holder shall submit a report to the County containing the following information:

9.4.1 the number of service calls (calls requiring a truck roll) received by type during the prior quarter, and the percentage of service calls compared to the Subscriber base by type of complaint;

9.4.2 the number and type of System outages known by the Certificate Holder for the prior quarter, identifying separately the following:

9.4.2.1 each planned System outage, the time it occurred, its duration, and the estimated area and number of Subscribers affected;

9.4.2.2 each known unplanned System outage, the time it occurred, its estimated duration and the estimated area and number of Subscribers affected, and if known, the cause; and

9.4.2.3 the total hours of known System outages as a percentage of total hours of System operation;

9.4.3 data that shows whether the Certificate Holder is meeting all applicable customer service standards as provided in its Customer Service Standards attached hereto as Exhibit F. The Certificate Holder shall keep such records as are reasonably required to enable the County to determine whether the Certificate Holder is complying with all such customer service standards, and shall maintain adequate procedures to demonstrate such compliance.

9.5 *Special Reports:*

9.5.1 Certificate Holder shall submit a copy and full explanation of any notice of deficiency, forfeiture, or other document issued by any State or federal agency instituting any investigation or civil or criminal proceeding regarding the Cable System, Certificate Holder, or any Affiliate of Certificate Holder, to the extent the same may materially adversely affect or bear on operations in the County. By way of illustration and not limitation, a notice that an Affiliate that has a management contract for the Cable System was not in compliance with FCC EEO requirements would be deemed to affect or bear on operations in the County. This material, to the extent that it is exempt from mandatory disclosure under the VA FOIA, shall be kept confidential by the County. This material shall be submitted by Certificate Holder in accordance with the deadlines specified in Section 9.5.3. herein.

9.5.2 The Certificate Holder shall submit a copy and brief explanation of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by Certificate Holder or by any partnership or corporation that owns or controls Certificate Holder directly or indirectly. This material shall be submitted in accordance with the deadlines specified in Section 9.5.3. herein.

9.5.3 Materials filed with the County pursuant to 9.5.1 and 9.5.2 shall be submitted as follows: (i) materials submitted by Certificate Holder or any other Person on behalf of the Certificate Holder shall be filed with the County at the time they are submitted to the receiving agency; and, (ii) materials received by Certificate Holder shall be filed with the County within thirty (30) days of the date they are received by Certificate Holder, except that if applicable law permits a response to such materials by the County and sets a deadline of sixty (60) days or fewer days for the County's response, they shall be filed with the County within five (5) days of the date they are received by Certificate Holder.

9.6 *Voluminous Materials*: If any books, records, maps or plans, or other requested documents are too voluminous, or for security reasons cannot be copied and moved, then Certificate Holder may request that any inspection take place at some other location, provided that (i) Certificate Holder shall make necessary arrangement for copying documents selected by the County after review; and (ii) Certificate Holder shall pay all travel and additional copying expenses incurred by the County (above those that would have been incurred had the documents, books and records been produced in the County) in inspecting those documents or having those documents inspected by the County's designee. The parties agree that any payments made by Certificate Holder hereunder are not a franchise fee.

9.7 *Retention of Records; Relation to Privacy Rights*: Certificate Holder shall take all steps that may be required to ensure that it is able to provide the County with all information which shall be provided or may be requested under this Certificate including by providing appropriate Subscriber privacy notices. A Transfer does not operate to permit a new holder of the Certificate to fail to provide records related to the operation of the Cable System. Nothing in this Section shall be read to require the Certificate Holder to violate 47 U.S.C. § 551. Certificate Holder shall be responsible for redacting any data that federal law prevents it from providing to the County. The County retains the right to question any such redaction and to challenge it in any forum having jurisdiction over such a challenge. Records shall be kept by Certificate Holder for at least five (5) years.

9.8 *Additional Reports*: Subject to the confidentiality requirements of Section 9.1, the Certificate Holder shall prepare and furnish to the County, at the times and in the form prescribed by the County upon reasonable written notice, such reasonable requests for additional reports with respect to its operation, affairs, transactions or property, as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of the County in connection with this Certificate.

9.9 *Waiver of Reporting Requirements*: The Board may waive the requirement of any particular report specified in this Section 9.

10. INSURANCE AND INDEMNIFICATION

10.1 *Insurance*:

10.1.1 The Certificate Holder and its contractors or subcontractors engaged in work on the Certificate Holder's behalf in, on, and under or over Public Rights-of-Way, shall

maintain in full force and effect, at each entity's own cost and expense, during the Certificate's term, and any extension thereof, the following minimum insurance coverages:

10.1.1.1 Commercial General Liability Insurance in the amount of five million dollars (\$5,000,000), per occurrence, combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System. The policy must include coverage for contractual liability, premises and operations, independent contractors, broad form property damage, personal injury, and products and completed operations. The policy shall also include coverage for explosion, collapse and underground (XCU) hazard. The completed operations and products liability insurance specified above shall cover all occurrences during the term of the policy, including any occurrence discovered within two (2) years after the termination of the Certificate (in the case of the Certificate Holder) or completion of work (in the case of a contractor or subcontractor).

10.1.1.2 Automobile Liability Insurance in the amount of two million dollars (\$2,000,000), per occurrence, combined single limit for bodily injury and property damage coverage. The policy must include coverage for owned automobiles, leased or hired automobiles, and non-owned automobiles.

10.1.1.3 Workers' Compensation coverage meeting all requirements of Virginia law and Employers' Liability coverage with the following minimum limits: bodily injury by accident - one hundred thousand (\$100,000.00) each accident; bodily injury by disease - five hundred thousand dollars (\$500,000.00) policy limits; and, bodily injury by disease - one hundred thousand dollars (\$100,000.00) each employee. The Certificate Holder shall require its subcontractors similarly to provide Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the Certificate Holder.

10.1.1.4 Broadcasters' Liability Coverage, covering errors and omissions and negligent acts and other operations of the Certificate Holder, committed during the term of the Certificate, with a limit of liability of at least one million dollars (\$1,000,000) per claim and aggregate.

10.1.2 The County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees shall be designated as additional insureds under each of the insurance policies required in this Article 10, except Worker's Compensation and Employer's Liability Insurance.

10.1.3 Each of the required insurance policies shall contain a provision, and the Certificates of Insurance shall contain a provision, that coverage afforded under the policies shall not be cancelled or suspended except upon sixty (60) days prior written (including by email) notice to the County. The Certificate Holder shall not cancel any required insurance policy without submitting documentation to the County verifying that the Certificate Holder has obtained alternative insurance in conformance with this Certificate.

10.1.4 Each of the required insurance policies shall be with insurance companies authorized to do business in the Commonwealth of Virginia with an A-, VII or better

rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

10.1.5 Certificates of insurance shall be filed within seven (7) business days of the Effective Date, and once a year thereafter. In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the term of the Certificate, then, in that event, the Certificate Holder shall furnish within ten (10) days of the expiration of the date of such insurance, a renewed certificate of insurance as evidence that equal and like coverage will be in force for the balance of the term of the Certificate.

10.1.6 The required insurance shall be obtained and maintained for the entire term of the Certificate, or any extension(s) thereof. The County may request proof of insurance from the Certificate Holder or contractor or subcontractor. If the County determines the Certificate Holder or contractor or subcontractor does not have the required insurance, the County shall, in writing make a second and final request of proof of insurance. Should the County, after the second request, determine the Certificate Holder or contractor or subcontractor does not have the required insurance, the County and the Certificate Holder will reasonably negotiate a solution. If a solution, after reasonable negotiation, is not reached by the County and the Certificate Holder, the County may order such entities to cease operations in the Public Rights-of-Way until such insurance is obtained and approved.

10.1.7 All of the insurance policies providing the coverage required by this Article 10 shall respond to valid claims occurring during the policy term on an occurrence basis. In the event that any of the occurrence policies above are replaced by a claims-made policy, such policy shall provide for a retroactive reporting date which coincides with the effective date of the Certificate, and shall include an extended reporting period of no less than one (1) year after its termination date. Such replacement shall be brought to the attention of the County, in writing, no later than fifteen (15) days before the replacement date.

10.2 *Indemnification:*

10.2.1 The Certificate Holder shall, at its sole cost and expense, release, indemnify, hold harmless, and defend the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees against any and all claims, suits, causes of action (whether frivolous or otherwise), or proceedings, and the resulting losses, costs, expenses, order, decrees, liabilities and judgments for damages or equitable relief, arising out of the acts, errors or omissions of the Certificate Holder or its agents, employees or independent contractors in the construction, maintenance, or operation of its Cable System by the Certificate Holder or its Affiliates, agents, employees, or independent contractors; or, copyright infringements or failure by the Certificate Holder, or its Affiliates, to secure consents from the owners, authorized distributors, or franchisees of programs to be delivered by the Cable System, other than programs delivered on PEG Channels, or Channels leased pursuant to 47 U.S.C. § 532 (excluding programs controlled by the Certificate Holder). The Certificate Holder agrees not to sue or to seek any monetary damages from the County, including the persons and entities described in this subsection, in connection with the above-mentioned matters. This indemnification does not extend to claims by the Certificate Holder against the County for injunctive relief to enforce the terms of this Certificate.

10.2.2 The Certificate Holder shall also indemnify, defend, and hold harmless the County, and its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees against any and all claims, demands, suits, causes of action of any kind or nature, and the resulting losses, costs, expenses, orders, decrees, liabilities, and judgments, whether for damages or otherwise, subject to 47 U.S.C. § 558, arising out of or alleged to arise out of any claim against the Certificate Holder for invasion of the right of privacy, defamation of any Person, or the violation or infringement of any copyright, trademark, trade name, service mark, or patent. This indemnity does not apply to programming carried on Public, Educational or Governmental Access Channels, or Channels leased pursuant to 47 U.S.C. § 532, unless the Certificate Holder was in any respect engaged in determining the editorial content of the program, or adopts a policy of prescreening programming for the purported purpose of banning or regulating indecent or obscene programming.

10.2.3 With respect to the Certificate Holder's indemnity obligations set forth in Subsections 10.2.1 and 10.2.2, the County shall give the Certificate Holder prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this subsection, with such notice being prompt enough so as to not prejudice the Certificate Holder's ability to respond to or defend such actions, suits, or other proceedings. The Certificate Holder shall provide the defense of any claims brought against the County under subsections 10.2.1 and 10.2.2 this Certificate, subject to the terms of any applicable insurance policy, by selecting and paying for counsel of the Certificate Holder's choice to defend the claim, subject to the consent of the County, which consent shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the County from cooperating with the Certificate Holder and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the County, the Certificate Holder shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Certificate Holder shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the County does not consent to the terms of any such settlement or compromise agreed to by the claimant or claimants, then the Certificate Holder shall not settle the claim or action, but its obligation to indemnify the County shall in no event exceed the amount of such otherwise agreed upon settlement.

10.2.4 Notwithstanding any obligations for the Certificate Holder to indemnify the County, the County shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the County for which the County is legally responsible, with respect to any activity or function conducted by any Person other than the Certificate Holder in connection with PEG Access, or EAS, or the distribution of any Cable Service over the Cable System, subject to any and all defenses and limitations of liability provided by law. The Certificate Holder shall not be required to indemnify the County for acts of the County which constitute willful misconduct or negligence, on the part of the County, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

10.2.5 The indemnity provision of this subsection 10.2 shall survive the term of this Certificate for the acts of the Certificate Holder committed while the Certificate was in effect or performed under the color of the Certificate after the expiration, revocation, cancellation or termination of the Certificate.

10.2.6 In any administrative or judicial proceeding involving a third party claim against the County arising from the County's grant of this Certificate or the operation hereof, the Certificate Holder at its option and own cost and expense may intervene in such proceeding and the County consents to such intervention. In any such proceeding, the County agrees to assert its limitation from liability to the full extent permitted by Section 635A of the Communications Act, 47 U.S.C. § 555a, or similar applicable law.

10.2.7 Nothing in this Certificate shall be construed to waive the tort or any other immunity or applicable defense of the County, and its elected and appointed officials, officers, boards, commissions, commissioners, agents, and employees.

10.3 *No Limit of Liability:* Neither the provisions of this Section nor any damages recovered by the County shall be construed to limit the liability of the Certificate Holder for any damages to the County, its elected and appointed officials, officers, boards, commissions, commissioners, agents and employees under the Certificate.

11. TRANSFER OF THE CERTIFICATE

11.1 *Transfer.* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer shall occur without the prior consent of the County, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Certificate Holder in the Certificate or Cable System in order to secure indebtedness, or otherwise excluded under Section 1.33 above. To the extent the consent of the County is required for a Transfer, the procedures found in Subsection 11.2-4 herein shall apply.

11.2 Petition:

11.2.1 The Certificate Holder shall promptly deliver to the Administrator, in writing, prior notice of any proposed Transfer. If any Transfer should take place without prior written notice to the Administrator, the Certificate Holder shall promptly notify the County that such a Transfer has occurred.

11.2.2 At least one hundred twenty (120) calendar days prior to the contemplated effective date of a Transfer, the Certificate Holder shall submit to the Board a written petition requesting approval of the Transfer. Such petition shall provide complete information on the proposed transaction, including details on the legal, financial, technical, and other qualifications of the transferee, and on the potential impact of the Transfer on Subscriber rates and service. At a minimum, the following information, subject to the confidentiality provisions of Section 9.1 of this Agreement, shall be submitted to the County with the petition:

11.2.2.1 all information and forms required under federal law; and,

11.2.2.2 all information required by Section 41.2-15 of the Cable Ordinance.

11.2.3 The County may request any other information of the Certificate Holder or the proposed transferee that is relevant to the County's consideration of the petition.

11.2.4 At the Certificate Holder's option, the Certificate Holder may notify the County of the proposed transaction in general terms at least one hundred fifty (150) days prior to the contemplated effective date of a Transfer, and request that the County waive some or all of the information requirements specified in this Section 11.1. To the extent consistent with applicable law, the County may waive in writing any such requirement that information be submitted as part of the initial petition, without thereby waiving any rights the County may have to request such information after the initial petition is filed.

11.3 *Determination by the Board:*

11.3.1 For the purposes of determining whether it shall consent to a Transfer, the Board or its agents may inquire into all relevant qualifications of the prospective transferee and such other matters as the Board may deem necessary and relevant. The Certificate Holder and any prospective transferees shall assist the County in any such inquiry, and if they fail to do so, the request for Transfer may be denied. In making a determination as to whether to grant, deny, or grant subject to conditions, a petition for a Transfer, the County may consider, without limitation, the legal, financial, and technical qualifications of the transferee to operate the Cable System; any potential effects of the Transfer on Subscriber rates or services; whether the Certificate Holder is in compliance with its Certificate and, if not, the proposed transferee's commitment to cure such noncompliance; whether the transferee owns or controls any other Cable System in the County, and whether operation by the transferee may eliminate or reduce competition in the delivery of the Cable Service in the County; and whether operation by the transferee or approval of the Transfer would adversely affect Subscribers, the public, or the County's interest under this Certificate, the Code, or other applicable law.

11.3.2 In the event that the Board does not approve a Transfer, and such Transfer has already been effected, the Board may revoke this Certificate, in the Board's sole discretion, and avail itself of any other remedies available under this Certificate or other applicable law.

11.3.3 A Transfer of the Certificate shall not be approved by the Board unless the Certificate Holder and prospective transferee satisfy all requirements of State and federal law, in addition to those requirements specified in this Certificate.

11.4 *Transferee's Agreement:* No petition for a Transfer shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this Certificate and all other agreements between the County and the Certificate Holder, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous Certificate Holder under this Certificate and such agreements for all purposes, including renewal.

11.5 *Exception for Intra-Company Transfers:* In the case of transfers of (i) an ownership or other interest in the Certificate Holder to the corporate parent of the Certificate Holder or to another Affiliate of the Certificate Holder; (ii) transfer of an interest in the Certificate or the rights held by the Certificate Holder under the Certificate to the corporate parent of the Certificate Holder or to another Affiliate of the Certificate Holder; (iii) any action which is the result of a merger of the corporate parent of the Certificate Holder; or, (iv) any action which is the

result of a merger of another Affiliate of the Certificate Holder, the Certificate Holder is excepted from the transfer procedures in Sections 11.1 through 11.4 of this Certificate so long as the transferee parent or Affiliate:

11.5.1 Notifies the County of the transfer at least sixty (60) days before the transfer occurs and, at that time, describes the nature of the transaction and submits complete information describing who will have direct and indirect ownership and control of the Cable System after the transaction, although in the cases of (iii) and (iv) above, the Certificate Holder may provide such notice;

11.5.2 For (i) and (ii) above only, warrants that it has read, accepts, and agrees to be bound by each and every term of the Certificate and related amendments, regulations, ordinances and resolutions then in effect;

11.5.3 For (i) and (ii) above only, agrees to assume all responsibility for all liabilities, acts and omissions, known and unknown, of its predecessor the Certificate Holder, for all purposes, including renewal;

11.5.4 For (i) and (ii) above only, agrees that the transfer shall not permit it to take any position or exercise any right which could not have been exercised by its predecessor the Certificate Holder;

11.5.5 For (i) and (ii) above only, warrants that the transfer will not substantially increase the financial burdens or substantially diminish the financial resources available to the Certificate Holder (the warranty to be based on comparing the burdens upon and resources that will be available to the transferee compared to its predecessors), or otherwise adversely affect the ability of the Certificate Holder to perform;

11.5.6 For (i) and (ii) above only, warrants that the transfer will not in any way adversely affect the County or Subscribers (including by increasing rates);

11.5.7 Notifies the County that the transfer is complete within five (5) business days of the date the transfer is completed, although in the cases of (iii) and (iv) above, the Certificate Holder may provide such notice; and,

11.5.8 For (i) and (ii) above only, agrees that the transfer in no way affects any evaluation of its legal, financial or technical qualifications that may occur under this Certificate or applicable law after the transfer, and does not directly or indirectly add or limit authority regarding additional transfers.

12. RENEWAL OF FRANCHISE

12.1 In any proceedings undertaken under Section 626 of the Communications Act, the County agrees to notify the Certificate Holder of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Certificate Holder under the then current Certificate term. The County further agrees that such

assessments shall be provided to the Certificate Holder promptly so that the Certificate Holder has adequate time to submit a proposal under Section 626 and complete renewal of the Franchise prior to expiration of its term.

12.2 In any proceedings undertaken under Section 626 of the Communications Act, the Certificate Holder and the County agree that at any time during the term of the then current Certificate, while affording the public appropriate notice and opportunity to comment, the County and the Certificate Holder may agree to undertake and finalize informal negotiations regarding renewal of the then current Certificate and the County may grant a renewal thereof.

12.3 The Certificate Holder and the County consider the terms set forth in this Article 12 to be consistent with the express provisions of Section 626.

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

13.1 *Notice of Violation:* In the event that the County believes that the Certificate Holder has not complied with the terms of the Certificate, the County shall informally discuss the matter with the Certificate Holder. If these discussions do not lead to resolution of the problem, the County shall notify the Certificate Holder in writing of the exact nature of the alleged noncompliance.

13.2 *The Certificate Holder's Right to Cure or Respond:* The Certificate Holder shall have thirty (30) days from receipt of the written notice described in Section 13.1 to: (i) respond to the County, if the Certificate Holder contests (in whole or in part) the assertion of noncompliance; (ii) cure such default; or (iii) in the event that, by the nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the County of the steps being taken and the projected date that they will be completed. Upon cure of any non-compliance, the County shall provide written confirmation that such cure has been affected.

13.3 *Enforcement:* Subject to applicable federal and state law, the County may apply one or a combination of the following remedies if the County determines that the Certificate Holder is in default of any provision of the Certificate:

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

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

13.3.3 In the case of a substantial material default of a material provision of the Certificate, seek to revoke the Certificate in accordance with Section 13.7; or,

13.3.4 Apply any other remedy provided for in this Certificate or applicable federal or state laws.

13.4 *Revocation:* Should the County seek to revoke the Certificate after following the procedures set forth in Sections 13.1 through 13.4 above, the County shall give

written notice to the Certificate Holder of its intent. The notice shall set forth the specific nature of the noncompliance. The Certificate Holder shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the County has not received a satisfactory response from the Certificate Holder, it may then seek termination of the Certificate at a public hearing. The County shall cause to be served upon the Certificate Holder, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Certificate.

13.4.1 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 be provided with public County records, to request to interview and, to the extent permitted by law, to obtain testimony of the officials, agents, employees or consultants of the County, and to introduce witnesses and their testimony. A complete verbatim record and transcript shall be made of such hearing.

13.4.2 Following the public hearing, the Certificate Holder shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the County 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 the Certificate Holder. The County shall also determine whether to revoke the Certificate based on the information presented, or, where applicable, grant additional time to the Certificate Holder to effect any cure. If the County determines that the Franchise shall be revoked, the County shall promptly provide the Certificate Holder with a written decision setting forth its reasoning. The Certificate Holder may appeal such determination of the County to an appropriate court. The Certificate Holder shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Certificate Holder's receipt of the determination of the franchising authority.

13.4.3 The County may, at its sole discretion, take any lawful action which it deems appropriate to enforce the County's rights under the Certificate in lieu of revocation of the Certificate.

13.5 *Security Fund*

13.5.1 To ensure the performance of its obligations under this Certificate, the Certificate Holder shall establish a security fund in the form of a letter of credit for the County in the amount of \$150,000.

13.5.2 Recovery under the letter of credit may apply only after implementation of the procedures set forth in Sections 13.1-13.2 and, in the case of liquidated damages only, the procedures in Section 13.6. The following procedure applies for drawing on the letter of credit:

13.5.2.1 If the Certificate Holder fails to make timely payment to the County of any amount identified in the applicable procedures under Section 13.1-13.2 and Section 13.6 for liquidated damages within thirty (30) days of delivery of written notice

pursuant to Section 13.1, the County may withdraw the amount thereof with interest and any penalties, from the letter of credit.

13.5.2.2 Within three (3) days of a withdrawal from the letter of credit, the County shall mail to the Certificate Holder, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal.

13.5.2.3 Upon termination of the Certificate, the letter of credit may be cancelled no earlier than one hundred eighty (180) days after such termination, provided that there is then no outstanding default on the part of the Certificate Holder.

13.5.2.4 If at the time of recovery under the letter of credit by the County, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of the Certificate Holder to the County until it is paid. Within thirty (30) days of being notified in writing that any amount has been recovered by the County, the Certificate Holder shall restore the letter of credit to the total amount specified above.

13.6 *Liquidated Damages:*

13.6.1 Because the Certificate Holder's failure to comply with provisions of this Certificate may result in injury to the County, and because it may be difficult to quantify the extent of such injury, the County and the Certificate Holder agree that, subject to the procedures of Section 13.6.3, liquidated damages may be assessable against the Certificate Holder for certain violations of provisions this Certificate, and that such liquidated damages shall be chargeable to the Certificate Holder's letter of credit up to the limits specified below. On an annual basis from the Effective Date of this Certificate, liquidated damages in total will not exceed twenty thousand dollars (\$20,000). The Certificate Holder hereby agrees that the liquidated damages specified herein are reasonable and do not constitute a penalty or fine. The liquidated damages shall not apply when caused by Force Majeure events.

13.6.1.1 For effecting (or attempting to effect) a Transfer without approval where approval is required: \$2,000;

13.6.1.2 For failure to comply with requirements for public, educational and governmental use of the System: \$500/day for each unrelated violation after written notice has been provided to the Certificate Holder by the County of such violation;

13.6.1.3 For failure to supply information, reports, or filings lawfully required under the Certificate, federal or state law, \$50/day for each unrelated violation for each day the violation continues after written notice has been provided to the Certificate Holder by the County of such violation;

13.6.1.4 For each day during which the Certificate Holder violates the customer service standards in Exhibit F, except for those standards set forth in subsections 13.6.1.5 and 13.6.1.6: \$50 per violation, treating each failure to comply as a separate violation, following a seven (7) day cure period, except that such cure period does not apply to customer service standards that themselves provide a time to act or a specific cure period;

13.6.1.4.1 A separate violation under subsection 13.6.1.4 shall be deemed to occur whenever a separate customer service standard violation has occurred on one day. Thus, for example, if the Certificate Holder fails to provide Cable Service to one subscriber for two days pursuant to Exhibit F, there would be two violations; if the Certificate Holder fails to keep an appointment pursuant to Exhibit F, with one Subscriber on one day and on that same day, independent of the missed appointment, the Certificate Holder fails to disclose price terms to that same Subscriber, then there would be two violations. However, the Certificate Holder shall not be charged with multiple violations for a single act or event affecting a single Subscriber or for a single act or event affecting multiple Subscribers on the same day. For example, the failure of the Franchisee to send out its annual notice to multiple Subscribers would constitute a single violation.

13.6.1.5 For failure to issue an undisputed refund or credit pursuant to Exhibit F after being directed by the County to do so: \$50 per violation, treating each failure to comply as a separate violation, following a seven (7) day cure period;

13.6.1.6 For failure to meet customer service standards measured on a quarterly basis: if such standards are not met according to the terms in which such standards are established in Exhibit F: \$200 for each quarter in which such standards were not met if the failure was by less than 5%; \$500 for each quarter in which such standards were not met if failure was by 5% or more but less than 15%; and \$1,000 for each quarter in which such standards were not met if the failure was by 15% or more.

13.6.1.7 For failure, unless such failure is beyond the Certificate Holder's control, of the Emergency Alert System to perform in the event of a public emergency or vital information situation: \$2,000 per unrelated occurrence;

13.6.1.8 For failure to file, obtain, maintain or replenish the Security Fund in a timely fashion: \$500 per day for each day after written notice has been provided by the County of such failure;

13.6.1.9 For violation of technical standards established by the FCC: \$50 per day for each unrelated violation for each day the violation continues after written notice has been provided to the Certificate Holder by the County of such violation;

13.6.1.10 For failure to comply with any lawful order of the County: \$100/day for each day that the Certificate Holder fails to comply after written notice has been provided to the Certificate Holder of such failure, provided that no liquidated damages shall accrue during any period in which an appeal of the order in question is pending before the County, a court or an administrative body with jurisdiction over the appeal.

13.6.2 The Board may reduce or waive any of the above-listed liquidated damages if the Board determines that such waiver is in the best interests of the County.

13.6.3 Only after following the notice and right to cure procedures set forth in Section 13.1 and 13.2, the County may issue to the Certificate Holder, by certified mail, a notice of intention to assess liquidated damages. The notice shall set forth the basis of the assessment, and shall inform the Certificate Holder that liquidated damages will be assessed from the date of the notice. Ten (10) days after the date on which the Cable Administrator sent the notice of

intention to assess liquidated damages, the County may draw upon the letter of credit as provided in Section 13.5.

13.7 *Rights Cumulative:* The rights reserved to the County herein are in addition to all other rights of the County, whether reserved herein or authorized by applicable law, and no action, proceeding, or exercise of a right with respect to the security fund, letter of credit or any performance bond will affect any other right the County may have. Neither the establishment of a cash security fund, the establishment of a performance bond or the filing of a letter of credit with the County, nor the receipt of any damages recovered by the County thereunder, shall be construed to excuse faithful performance by the Certificate Holder or limit the liability of the Certificate Holder for damages under the terms of its Certificate, either to the full amount of the letter of credit, cash security fund, performance bond or otherwise. Notwithstanding the above, to the extent that the Certificate holder has paid to the County liquidated damages for violations of the Certificate, the County shall not be permitted to recover non-liquidated damages for the same violations.

14. MISCELLANEOUS PROVISIONS

14.1 *Actions of Parties:* In any action by the County or the Certificate Holder 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 Certificate 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 Certificate, 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 County.

14.4 *Force Majeure:* The Certificate Holder shall not be held in default under, or in noncompliance with, the provisions of the Certificate, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused by a Force Majeure, provided that the Certificate Holder furnishes the County with prior written notice of the noncompliance, when possible, and takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible, under the circumstances, with the Certificate without unduly endangering the health, safety, and integrity of the Certificate Holder's employees or property, or the health, safety, and integrity of the public, the Public-Rights-of-Way, public property, or private property.

14.4.1 Furthermore, the parties hereby agree that it is not the County's intention to subject the Certificate Holder to revocation of the Certificate 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 the Certificate Holder which outweigh the benefit to be derived by the County and/or Subscribers.

14.5 *Notices:* All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

14.5.1 Notices to the Certificate Holder shall be mailed to:

Director of Government and Regulatory Affairs
Comcast
2707 Wilson Boulevard
Arlington, Virginia 22201

14.5.2 with a copy to:

Vice President of Government and Regulatory Affairs
Comcast
7850 Walker Drive Suite 200
Greenbelt, MD 20770

14.5.3 Notices to the County shall be mailed to:

Clerk to the County Board
Arlington County Board
2100 Clarendon Boulevard
Suite 300
Arlington County, VA 22201

14.5.4 with a copy to:

Cable Television Administrator
Arlington County, Virginia
2100 Clarendon Boulevard
Suite 314
Arlington, VA 22201

14.6 *Entire Agreement:* This Certificate and the exhibits hereto constitute the entire agreement between the Certificate Holder and the County, and supersede all prior oral or

written certificates, agreements, drafts, commitments, or understandings with respect to the matters provided for herein. Amendments to this Certificate shall be mutually agreed to in writing by the parties.

14.7 *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. When any provision of the Arlington County Code expressly mentioned herein such reference shall not be construed to limit the applicability of any other provision of the Code that may also govern the particular matter in question.

14.8 *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, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Certificate. In the event of a subsequent change in applicable law so that the provision which had been held invalid is not longer invalid, said provision shall thereupon return to full force and effect without further action by the County and shall thereafter be binding on the Certificate Holder and the County.

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

14.10 *Binding Acceptance*: This Certificate 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.

14.11 *Compliance with Law*: The Certificate Holder shall, at all times during the term of this Certificate, including all extensions and renewals thereof, comply with all applicable federal and state laws.

14.12 *Governing Law*: This Certificate shall be governed in all respects by the applicable law of the Commonwealth of Virginia and federal law.

14.13 *Rights of Third Parties*: This Certificate is not intended to, and shall not be construed to, grant any rights to or vest any rights in third parties, except as expressly provided herein.

14.14 *Jurisdiction*: The parties agree that this Agreement is subject to the jurisdiction of the Arlington County Circuit Court and the U.S. District Court for the Eastern District of Virginia.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS ____ DAY OF _____, 20__
The County Board of Arlington County, Virginia

By: _____
County Manager

Date: _____

Approved as to form: _____
County Attorney

Comcast of Potomac, LLC

By: _____

Title: _____

Date: _____

EXHIBITS

Exhibit A: County Buildings to be Provided Free Cable Service

Exhibit B: PEG Channels

Exhibit C – Institutional Network Sites

Exhibit D – IRU Agreement

Exhibit E – Institutional Network Terms of Use

Exhibit F: Customer Service Standards

Exhibit G: Form of Confidentiality Agreement

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

As of the Effective Date of the Certificate, the Certificate Holder provides cable service to the facilities and addresses listed below. The total number of Digital Transport Adapters (DTA) of record used at the listed facilities as of the Effective Date is 280. Cable service is also delivered to certain facilities by means of four Multiple Dwelling Unit DTAs (MDTA). “MDTA*” indicates those school connections connected to the MDTA located at the Education Center.

Facility Name	Address	Adapter Type
Abingdon Elementary	3035 S. Abingdon St	MDTA*
ACPS Annex	2110 Washington Blvd	MDTA*
Argus House	1527 Clarendon Blvd	DTA
Arlington Career Center/Shared with Col Pike Library	816 Walter Reed Dr	DTA
Arlington Independent Media	2701 Wilson Blvd.	DTA
Arlington Magistrate	2020 15th St.	DTA
Arlington Mill Community Center	4975 Columbia Pike	DTA
Arlington Science Focus Elementary	1501 N. Lincoln St	MDTA*
Arlington Street People’s Assistance Network	2020 14 th St. N.	DTA
Arlington Traditional Elementary	855 N. Edison St	MDTA*
Ashlawn Elementary	5950 N. 8th Rd	MDTA*
Aurora Hills Library	735 18th St. S.	DTA
Barcroft Elementary	625 S. Wakefield St	MDTA*
Barrett Elementary	4401 N. Henderson Rd	MDTA*
BRAC Transition Center	1750 Crystal Dr.	DTA
Campbell Elementary	737 S. Carlin Springs Rd	MDTA*
Carlin Springs Elementary	5995 5th Rd S	MDTA*
Carver Center and Hoffman-Boston Elementary	1415 S. Queen St	MDTA*
Central Library	1015 N. Quincy St	DTA
Claremont Immersion Elementary	4700 S. Chesterfield Rd	MDTA*
Court Square West Bldg	1400 Uhle St.	MDTA
Courthouse Plaza Bldg	2100 Clarendon Blvd	MDTA
Courts/ Police Bldg	1425 N. Courthouse Rd	MDTA
Detention Center	1435 N. Courthouse Rd	MDTA
DHS	1810 Edison St.	DTA
Discovery Elementary School	5241 36th St N.	MDTA*
Drew Center	3500 24th St. S.	DTA
Drew Model School	3500 S. 23rd St	MDTA*

Facility Name	Address	Adapter Type
Economic Development (CACI)	1100 N Glebe Rd	DTA
Ed Center	1426 N. Quincy St	DTA
Education Center (APS Hub)	1426 N. Quincy St	MDTA*
Fairlington Community Center	3308 S. Stafford St	DTA
Fenwick Center / DHS	800 S. Walter Reed Dr	DTA
Fire Station #1	500 S. Glebe Rd	DTA
Fire Station #10	1559 Wilson Blvd	DTA
Fire Station #2	4805 Wilson Blvd	DTA
Fire Station #3	4100 Old Dominion Dr	DTA
Fire Station #4 (Fire HQ)	3121 N. 10th St/ 1020 N. Hudson	DTA
Fire Station #5/Logistics	1750 S. Hayes St	DTA
Fire Station #6	6950 Little Falls Rd	DTA
Fire Station #7	3116 S. Abingdon St	DTA
Fire Station #8	4845 Lee Hwy	DTA
Fire Station #9	1900 Walter Reed Dr	DTA
Fire Training Center	2800 S. Taylor St	DTA
Fort Smith	2411 N. 24th St.	DTA
Francis Scott Key Elementary	2300 Key Blvd	MDTA*
Glebe Elementary	1770 N. Glebe Rd	MDTA*
Glen Carlyn Library	300 S. Kensington St	DTA
Gunston Middle	2700 S. Lang St	MDTA*
HB Woodlawn Secondary	4100 Vacation Lane	MDTA*
Independence House	1727 Fairfax Dr.	DTA
Jamestown Elementary	3700 N. Delaware St.	MDTA*
Kenmore Middle	200 S. Carlin Springs Rd	MDTA*
Kenmore Middle	202 S. Carlin Springs Rd	MDTA*
Langston Continuation HS	4854 Lee Hwy/2121 N. Culpepper	MDTA*
Langston-Brown Recreation Center	4854 Lee Hwy/2121 N. Culpepper	MDTA*
Long Branch Elementary	33 N. Fillmore St	MDTA*
Lubber Run Community Center	300 N. Park Dr	DTA
Madison Center / Spectrum	3829 N. Stafford St	DTA
McKinley Elementary	1030 N. McKinley Rd	MDTA*
Nottingham Elementary	5900 Little Falls Rd	MDTA*
Oakridge Elementary	1414 S. 24th St	MDTA*
Park Operations Center	2700 S. Taylor St	DTA
Patrick Henry Elementary	701 S. Highland St	MDTA*

Facility Name	Address	Adapter Type
Randolph Elementary	1306 S. Quincy St	MDTA*
Residential Program Center	1554 Columbia Pike	DTA
Sequoia Plaza (APS Annex)	2110 Washington Blvd	DTA
Sequoia Plaza (County)	2100 Washington Blvd	DTA
Swanson Middle	5800 N. Washington Blvd	MDTA*
Taylor Elementary	2600 N. Stuart St	MDTA*
Theater on the Run / Facil Mgt	3700 S. Four Mile Run Dr	DTA
Thomas Jefferson Middle	125 S. Old Glebe Rd	MDTA*
Thurgood Marshall Building	2847 Wilson Blvd	DTA
Trades Center - Equipment Bureau	2701 S. Taylor St	DTA
Traffic Center	4300 29th St. S.	DTA
Transportation Training Center	2770 S. Taylor St.	MDTA*
Tuckahoe Elementary	6550 N. 26th St	MDTA*
Walter Reed Recreation Center	2909 S. 16th St	DTA
Walter Reed School	1644 N. McKinley Rd	MDTA*
Washington Lee High School	1301 N. Stafford St	MDTA*
Water Pollution Control	3402 S. Glebe Rd	DTA
Water Sewer Streets	4200 S. 28th St	DTA
Westover Library	1644 N McKinley Rd	DTA
Williamsburg Middle School	3600 N. Harrison St	MDTA*
Wilson School	1601 Wilson Blvd	MDTA*
Yorktown High School	5200 Yorktown Rd	MDTA*

EXHIBIT B
PEG CHANNELS

Arlington Independent Media (public access) Channel 69

Arlington Virginia Network (government access) Channel 25

Channel 74

Arlington Public Schools Channel 70

Channel 72

Channel 73

EXHIBIT C

INSTITUTIONAL NETWORK SITES

Section 1. These are point to point sites back to 2100 Clarendon Boulevard 6th Floor NOC to be retained for term of agreement.

Trade Center - NOC 2	2780 S. Taylor St. from Courthouse	144 count
Sequoia Plaza (former 79)	2100 S Washington Blvd from Courthouse	48 count
Interconnect to Alexandria	SP3-15 to Charles Barrett Rec Ctr	4 count
Interconnection to Fairfax	6950 Little Falls Rd	12 count

Section 2. County to return all the I-NET sites listed in this section no later than December 31, 2017.

SITE #	Description	Location
1	Courthouse Plaza	2100 Clarendon Blvd
3	Courts/ Police Bldg	1425 N. Courthouse Rd
5	Fairlington Community Center	3308 S. Stafford St
8	Gunston Center (not Middle School)	2700 S. Lang St
10	Fire Station #2	4805 Wilson Blvd
11	Fire Station #3	4100 Old Dominion Dr
13	Fire Station #5	1750 S. Hayes St
14	Fire Station #6	6950 Little Falls Rd
16	Fire Station #8	4845 Lee Hwy
17	Fire Station #9	1900 Walter Reed Dr
19	Lubber Run Community Center	300 N. Park Dr
21	Woodmont Center	2422 N. Fillmore St
22	Langston-Brown Recreation Center / and Langston Continuation HS	4854 Lee Hwy/2121 N. Culpepper
27	Barrett Elementary	4401 N. Henderson Rd
28	Claremont Immersion Elementary	4700 S. Chesterfield Rd
31	Campbell Elementary	737 S. Carlin Springs Rd
33	Jamestown Elementary	3700 N. Delaware St.
35	Long Branch Elementary	33 N. Fillmore St
36	McKinley Elementary	1030 N. McKinley Rd
37	Nottingham Elementary	5900 Little Falls Rd
38	Oakridge Elementary	1414 S. 24th St

Section 2. Continued.

SITE #	Description	Location
41	Taylor Elementary	2600 N. Stuart St
42	Tuckahoe Elementary	6550 N. 26th St
43	Wakefield High School	4901 S. Chesterfield Rd
45	Yorktown High School	5200 Yorktown Rd
46	HB Woodlawn Secondary	4100 Vacation Lane
48	Kenmore Middle	200 S. Carlin Springs Rd
49	Swanson Middle	5800 N. Washington Blvd
50	Williamsburg Middle School	3600 N. Harrison St
51	Gunston Middle	2700 S. Lang St
52	Columbia Pike Library	816 Walter Reed Dr
54	Education Center (APS Hub)	1426 N. Quincy St
55	ACPS Bus Operation Center	2770 S. Taylor St
57	Arlington Mill Community Center	4975 Columbia Pike
58	Kenmore Middle	202 S. Carlin Springs Rd
61	Long Branch Nature Center	625 S. Carlin Springs Rd
65	Cherrydale Library	2190 N. Military Rd
66	Glen Carlyn Library	300 S. Kensington St
68	Westover Library	1644 N McKinley Rd
71	Madison Center	3829 N. Stafford St
72	Lee Center	5722 Lee Hwy
73	Culpepper Gardens Senior Center	4435 N. Pershing Dr
75	Water Pollution Control	3402 S. Glebe Rd
76	Trades Operations Center / Barcroft	4254 S. 28th St/4200 S Four Mile Run Dr
77	Walter Reed School	1644 N. McKinley Rd
78	Wilson School	1601 Wilson Blvd
80	Arlington Career Center	816 Walter Reed Dr
83	Barcroft Sport and Fitness Center	4200 Four Mile Run
85	ACPS Annex (Sequoia)	2110 Washington Blvd
92	Carlin Springs Elementary	5995 5th Rd S
101	CHP NOC to Ed Center Trunk	2100 Clarendon Blvd
103	Discovery Elementary School (New)	5241 36th St N.

Section 3. County to return all the I-NET sites listed in this section 30 days after the Effective Date of this Agreement.

SITE #	Description	Location
2	Argus House	1527 Clarendon Blvd
4	Central Library	1015 N. Quincy St
6	Water Sewer Streets	4200 S. 28th St
7	Fenwick Center	800 S. Walter Reed Dr
9	Fire Station #1	500 S. Glebe Rd
12	Fire Station #4 (Fire HQ)	3121 N. 10th St
15	Fire Station #7	3116 S. Abingdon St
18	Fire Station #10	1559 Wilson Blvd
20	Drewry Building	1725 N. George Mason
23	Abingdon Elementary	3035 S. Abingdon St
24	Arlington Science Focus Elementary	1501 N. Lincoln St
25	Ashlawn Elementary	5950 N. 8th Rd
26	Barcroft Elementary	625 S. Wakefield St
29	Drew Model School	3500 S. 23rd St
30	Glebe Elementary	1770 N. Glebe Rd
32	Patrick Henry Elementary	701 S. Highland St
34	Francis Scott Key Elementary	2300 Key Blvd
39	Carver Center and Hoffman-Boston Elementary	1415 S. Queen St
40	Randolph Elementary	1306 S. Quincy St
44	Washington Lee High School	1301 N. Stafford St
47	Thomas Jefferson Middle	125 S. Old Glebe Rd
53	Clarendon Education Center	2801 Clarendon Blvd
56	Arlington Traditional Elementary	855 N. Edison St
59	County Trades Center (DES) Solid Waste	4300 S. 29th St
60	Gulf Branch Nature Center	3608 N. Military Rd
62	Walter Reed Recreation Center	2909 S. 16th St
63	Trades Center (OSS) - Equipment Bureau	2701 S. Taylor St
64	Fire Training Center	2800 S. Taylor St
67	Park Operations Center	2700 S. Taylor St
69	Detention Center	1435 Courthouse Rd
70	WETA	2775 S. Quincy St

Section 3. Continued.

74	Thomas Jefferson Community Center	3501 S. 2nd St
80	WETA La/Port	3600 S. Four Mile Rd
81	Economic Development (CACI)	1100 N Glebe Rd
87	Artisphere	1101 Wilson Blvd
90	Air Force War Memorial	temp - 1 Air Force Memorial Dr
94	Court Square West	1400 N. Uhle St
95	Shirlington Bus Station	2975 S. Quincy St
96	Shirlington Library	4200 Campbell Ave
97	Theater on the Run	3700 S. Four Mile Run Dr
98	Thurgood Marshall Building	2847 Wilson Blvd
99	Potomac Yard Bldg	2711 Jefferson Davis Hwy
100	Laporte building	3596 S. Four Mile run
102	CHP NOC to Comcast headend (Supp. INET)*	2707 Wilson Blvd.

*Supplemental I-Net Connection

Section 4. Certificate Holder to provide VPN Business Class Service to following sites:

Building	Address
Lee Pumping Station	4600 24 th Street N
Ethan Allen Pumping Station	4451 Old Glebe Road
Little Falls Pumping Station	5012 Little Falls Road
Bluemont Park	601 N Manchester Street
Minor Hill Pumping Station	3600 Powhatan Road
Fort Bernard Pumping Station	2050 S Walter Reed Drive

EXHIBIT D
IRU AGREEMENT
[See Attached]

FIBER USE AGREEMENT

THIS FIBER USE AGREEMENT (the “Agreement”) is entered into as of the Effective Date defined below, between Comcast of Virginia, LLC, (the “Company”), and the County Board of Arlington County, Virginia, a municipal corporation in Virginia, with offices located at 2100 Clarendon Boulevard, Arlington, VA 22201(the “County”). The Company and the County are sometimes hereafter referred to collectively as “Parties,” and individually as “Party.”

WHEREAS, Company will permit County to continue to use certain Company fiber optic strands in accordance with the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the promises, terms and conditions set forth below, which each of the Parties acknowledges as good and valuable consideration that supports their mutual promises and obligations herein, the County and Company mutually agree to the Fiber Use Agreement as follows:

1. FACILITIES

- A. The “Facilities” covered by this Agreement are the existing fibers owned by Company, constructed at County expense, and currently used by the County, as specifically identified on Exhibit A.
- B. To the extent not already provided, Company shall provide the following documentation to the County: splice locations, panel numbers, cable numbering schemes, location of splitters, ODTR test results and documentation, and any other pertinent documentation.
- C. Company and the County shall at all times use reasonable efforts to protect the security of the Facilities. For purposes of this paragraph, “to protect security” means to protect those physical elements of the Facilities under the Party’s direct control from unauthorized intrusion, signal theft, tampering, wiretapping, or other actions that might: (i) compromise the integrity of or degrade the signals carried over the Facilities; or (ii) result in the unauthorized disclosure of information.

2. TERM

The term of the Agreement shall be for five (5) years beginning on the Effective Date and ending on the date that is five years after the Effective Date (“Initial Term”), unless terminated earlier in accordance with the terms and conditions of the Agreement. Following the fourth anniversary of the Effective Date, either party may request renewal of the Agreement, in which case the parties will meet in a timely manner to discuss renewal and renewal terms. If the Parties have not reached a written agreement on the terms of the renewal before the end of the Initial Term, then this Agreement shall be automatically renewed month-to-month, unless and until either party provides the other with written notice of termination at least one hundred-eighty (180) days prior to the requested date of

termination. The Parties will use commercially reasonable efforts to meet in a timely manner and discuss renewal and renewal terms. Notwithstanding the foregoing, if the County and the Company agree upon a renewal of the Company's Certificate scheduled to expire in December 2021, and if that renewal contains an accommodation reflecting the benefit to the County of a five-year extension of this Agreement, then this Agreement shall be extended for such additional five year term.

3. MAINTENANCE AND REPAIR OBLIGATIONS

- A. Preventative and routine maintenance of the Facilities shall be performed by Company at the same time and in the same fashion as routine and preventative maintenance for the Company's subscriber network.
- B. Upon determination of an Outage, the County shall immediately notify the Company by telephone at **1-800-441-6917** or through such other notification procedure as Parties may establish. Upon notice from the County of an Outage, the Company shall activate its personnel and perform or cause to be performed the necessary assessment and attempt to determine the source of the Outage.
- C. Within two (2) hours of receiving notice of or otherwise learning of an Outage or any other type of maintenance or repair problem that materially affects the performance of the Facilities, the Company's technicians shall make all reasonable efforts to arrive on site to begin troubleshooting problems related to the Company's responsibilities concerning the Facilities. With the exercise of all due diligence, the Company shall complete all necessary repairs in the shortest time reasonably possible, at no cost or expense to County. At a minimum, the Company's technicians shall, within four (4) hours after arriving at the affected site, take all reasonable and diligent measures to effect a temporary repair of the Facilities in a manner that permits fully operational connectivity until a permanent repair is completed. The Company will undertake all reasonable and diligent measures to complete permanent repairs within twenty-four hours of receiving notice of the maintenance or repair problem. Where repairs cannot be completed within the time periods specified herein, even with the exercise of all due diligence, the Company shall complete all necessary repairs in the shortest reasonable time possible. The response and repair standards contained in this paragraph shall be subject to the Liquidated Damages provisions in Section 13.6 of the Company's Certificate.
- D. An "Outage" is the complete interruption or the material degradation of communications between any of the end points of the Facilities, as described on Exhibit A.

4. USE OF FACILITIES

- A. Subject to the restrictions set forth in this Section, the County may use the Facilities for any lawful noncommercial purpose.
- B. County shall not use, or permit any other entity or person to use, the Facilities in violation of this Agreement, or any law, rule, regulation or order of any governmental authority

having jurisdiction over the Facilities. The Facilities are intended to be used for governmental, educational and other noncommercial purposes only. The County shall not sublease, barter, sell, or give away capacity on the fibers provided hereunder to any private entity to use for commercial purposes without the Certificate Holder's prior written consent. The limitations in this paragraph shall not prevent the County from subleasing, bartering, selling, or giving away capacity on the Institutional Network to any public or nonprofit entity for noncommercial purposes. However, County shall not permit any other entity or person, to use the Facilities to provide any service or products to third parties that directly or indirectly compete with any product or services provided by the Company. The County may not utilize the Facilities for any for-profit engagements and may not offer the Facilities for resale.

- C. Company may require County to immediately shut down its transmission of signals over the Facilities if the transmission is causing interference to Company, or to third parties using Company's network.
- D. Company shall not use its system in any way that interferes in any way with or adversely affects the use of the Facilities by the County.
- E. County shall have access to the Facilities at the County end-point locations described in Exhibit A, to the extent Company has control over such locations. County shall grant Company access to such County locations as reasonably required for Company to conduct maintenance or repair of the Facilities.

5. OWNERSHIP AND INDEFEASIBLE RIGHT OF USE

All right, title, and interest in the Facilities and any other equipment or facility of Company shall, at all times, remain exclusively with Company. The County shall be granted an exclusive Indefeasible Right of Use of the Facilities in accordance with the terms and conditions set forth in this Agreement.

6. LIENS AND ENCUMBRANCES; TAXES

- A. Neither Party, directly or indirectly, shall create or impose any lien on the real or personal property of the other Party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit the owner of any facilities from permitting the creation or imposition of a lien or security interest on facilities that it owns.
- B. To the extent the County's use of the Facilities is compliant with the terms of this Agreement, County shall have no liability nor bear any cost or expense arising out of or related to any sales, use, income, gross receipts, excise, transfer, ad valorem, property or other taxes, or any charges, surcharges, franchise fees or other fees, including any

penalties, fines or interest thereon, that may be assessed against or imposed upon Company with respect to the Facilities or arising out of this Agreement.

7. INDEMNIFICATION; LIMITATION OF LIABILITY

- A. Company agrees to indemnify, defend, protect and save the County, its elected and appointed officials, officers, and employees harmless from and against any claim, damages, loss, liability, cost, and expense (including reasonable attorney's fees) in connection with any personal injury or other tortious act, including death, loss, or damage to any property or facilities arising out of or resulting in any way from the negligence or willful misconduct of the Company, its employees, servants, contractors, and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement.
- B. Notwithstanding any obligations of Company to indemnify the County, the County shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the County and those of its employees, servants, contractors, and/or agents for which the County is legally responsible, with respect to any activity or function conducted by any Person other than Company in connection with the County's use of the Facilities or any other activity it undertakes under this Agreement, subject to any and all defenses and limitations of liability provided by law. Company shall not be required to indemnify the County for acts of the County which constitute willful misconduct or negligence, on the part of the County, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.
- C. The obligations of indemnity set forth in this Section are in each case subject to the following conditions: The indemnified Party ("Indemnitee") shall (i) give prompt notice to the indemnifying Party ("Indemnitor") of any claim, action or proceeding subject to this Section; (ii) shall allow the Indemnitor at its own expense to defend such claims, action or proceeding; (iii) cooperate with the Indemnitor in such defense, and (iv) not enter into any settlement or compromise of such claim, action or proceeding without the prior written consent of Indemnitor.
- D. Notwithstanding any other provision of this Agreement to the contrary, except to the extent caused by its willful misconduct, neither party shall be liable to the other party for any special, incidental, indirect, punitive, or consequential costs, liability or damages, whether foreseeable or not, in connection with, such party's performance of its obligations under this Agreement.

8. REQUIRED APPROVALS

- A. County shall obtain any government authorizations and approvals required for the County's use of the Facilities. Company shall cooperate to that end as reasonably required.

- B. Company shall obtain any government authorizations and approvals required for its ownership, operation, maintenance, or repair of the Facilities. County shall cooperate to that end as reasonably required.

9. NOTICES

All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to Arlington County:

Cable Administrator
Arlington County
2100 Clarendon Boulevard
Arlington, VA 22201

With copies to:

Clerk of the Board
Arlington County
2100 Clarendon Boulevard
Arlington, VA 22201

If to the Company:

Director of Government and Regulatory Affairs
Comcast
2707 Wilson Boulevard
Arlington, Virginia 22201

With a copy to:

Vice President of Government and Regulatory Affairs
Comcast
7850 Walker Drive Suite 200
Greenbelt, MD 20770

10. DEFAULT AND TERMINATION

- A. Company may disconnect the Facilities, upon thirty (30) days prior written notice to the County if (i) the County knowingly uses or attempts to use the Facilities for any purpose other than the purposes authorized in this Agreement and does not abandon such use upon such notice by Company; or (ii) if the County defaults in any other material obligation hereunder and fails to cure such default within the aforesaid thirty (30) day period. Company shall promptly reconnect the Facilities upon notice from County that

the unauthorized use has been terminated or the default cured and upon provision of evidence sufficient to confirm to the Company that such unauthorized use has been terminated or default cured.

- B. Company may terminate this Agreement upon one hundred eighty (180) days' prior written notice to the County, (i) if Company loses or fails to obtain renewal of any approval, consent, authorization, license, certificate, franchise, or permit required for Company to perform its material obligations hereunder, or if such approval, consent, authorization, license, certificate, franchise, or permit is suspended for a period longer than sixty (60) days and not renewed, or if it is adversely modified by a governmental authority in a manner that precludes Company from performing its material obligations hereunder, or (ii) if continuing to provide the Facilities as provided for herein would materially interfere with Company's ability to obtain or maintain approvals, consents, authorizations, licenses, certificates, franchises, permits or consents necessary to the operation of its business.
- C. Company may terminate this Agreement without notice only to the extent that immediate termination is required by law, regulation or a governmental authority.
- D. The County may terminate this Agreement without cause upon ninety (90) days' written notice to Company, at any time.
- E. Upon termination of this Agreement, all rights of the County to the Facilities shall cease and Company may disconnect, terminate, remove or use the Facilities for any other purpose.

11. NO WAIVER

The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall nevertheless be and remain in full force and effect.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia.

13. RULES OF CONSTRUCTION

The captions and headings in this Agreement are strictly for convenience and shall not be considered as interpreting it or as amplifying or limiting any of its content.

14. ASSIGNMENT

The County shall not assign this Agreement, without the express written consent of Company, which consent shall be at Company's sole discretion. Except as identified in

this Agreement, the County shall not assign, transfer, directly or indirectly, on an integrated or unintegrated basis, in whole or in part, the Facilities or its right to use the Facilities as granted herein without the express written consent of Company, which consent shall be at Company's sole discretion. Any assignment by Company of its rights under this Agreement, or of any interest of Company in the Facilities, shall be subject to the terms of this Agreement. Company shall notify County in writing no later than thirty (30) days after the effective date of any assignment by Company.

15. ENTIRE AGREEMENT

This Agreement, including the Exhibits, which are hereby incorporated herein as an integral part of this Agreement, constitutes the entire agreement between the Parties hereto with respect to the subject matter and geographical locations referred to and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified except in writing signed by the Party against whom enforcement of the modification is sought. Nothing in this Agreement shall be construed to create in others any rights as third party beneficiaries.

16. RELATIONSHIP OF THE PARTIES

The relationship between the County and Company shall not be that of partners, agents or joint venturers for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture agreement between them.

17. FORCE MAJEURE

The obligations of the Parties hereto are subject to Force Majeure and neither Party shall be in default under this Agreement if any failure or delay in performance, other than the payment of obligations, is caused by any factor beyond such Party's reasonable control, including but not limited to, strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; acts of terrorism, national emergency, material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefore; lack of transportation; any governmental codes, ordinances, laws, rules, regulations or restrictions; condemnation or the exercise of rights of eminent domain; war or civil disorder, acts of terrorism, national emergency, acts of the other Party or third parties or other causes whether or not similar to the foregoing beyond the reasonable control of the affected Party. If any portion of the Facilities is destroyed or damaged beyond repair in Company's reasonable judgment by an event of Force Majeure, Company will use reasonable commercial efforts to relocate the impacted Facilities.

18. SEVERABILITY

If any provision of this Agreement is found contrary to law or unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms,

unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the parties shall negotiate in good faith a substitute provision.

19. EFFECTIVE DATE

This Agreement shall be effective on the date when it is last signed by, or on behalf of the Company or the County (“Effective Date”), as the case may be.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

Comcast of Virginia, LLC

County Board of Arlington County,
Virginia

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – The “Facilities”

1. Trade Center – NOC 2. The existing 144 count fiber run from 2780 South Taylor Street to 2100 Clarendon Boulevard, Sixth Floor NOC.
2. Sequoia Plaza. The existing 48 count fiber run from 2100 Washington Boulevard (a.k.a. Sequoia Plaza 1.), Rm. 2159. IT Room 1B (basement side) to 2100 Clarendon Boulevard, Sixth Floor NOC.
3. Arlington-Alexandria NCRNET Connection.
SP3-15 to Charles Barrett Recreation Center,
1115 Martha Custis Drive, Alexandria, VA
4. Arlington-Merrifield NCRNET Connection.
Located within Fire Station 6, 6950 Little Falls Road

EXHIBIT E

INSTITUTIONAL NETWORK TERMS OF USE

- (a) The Institutional Network shall be available for the exclusive use of the County through the dates specified in Section 6.12 of the Certificate.
 - (1) The Certificate Holder shall provide 6 single-mode fiber counts within the sheath used by the Certificate Holder, between each I-Net Site and the Institutional Network control center. This fiber is intended to be used for governmental, educational and other noncommercial purposes only. The County shall not sublease, barter, sell, or give away capacity on the fibers provided hereunder to any private entity to use for commercial purposes without the Certificate Holder's prior consent. The limitations in this paragraph shall not prevent the County from subleasing, bartering, selling, or giving away capacity on the Institutional Network to any public or nonprofit entity for noncommercial purposes.
 - (2) Subject to the sunset dates in Section 6.12 of the Certificate, the Institutional Network shall have two (2) control centers and fiber hubs. One control center and hub shall be located in a County facility designated by the Administrator, and shall be used for non-school sites. The other control center and hub shall be located in the Education Center, and shall be dedicated to public school sites. The two hubs shall be interconnected using a single-mode fiber optic line. In addition, the Certificate Holder shall passively terminate six fibers to connectors at the patch panel of the telephone equipment room of each I-Net Site. All equipment necessary to operate the County's fiber hubs and control centers shall be provided by the County.
 - (3) To the extent not already provided, upon request, the Certificate Holder shall provide the following documentation to the County: splice locations, panel numbers, cable numbering schemes, location of splitters, ODTR test results and documentation, and any other pertinent documentation.
 - (4) The Certificate Holder and the County shall at all times use reasonable efforts to protect the security of the Institutional Network. For purposes of this paragraph, "to protect security" means to protect those physical elements of the Institutional Network under the party's direct control from unauthorized intrusion, signal theft, tampering, wiretapping, or other actions that might: (i) compromise the integrity of or degrade the signals carried over the Institutional Network; or (ii) result in the unauthorized disclosure of information.
- (b) The Certificate Holder shall maintain, repair, reconstruct and, as necessary, replace Institutional Network plant at no cost to the County, as follows, through the dates specified in Section 6.12:

- (1) Preventative and routine maintenance of the County's I-Net shall be performed at the same time and in the same fashion as routine and preventative maintenance are performed for the Certificate Holder's subscriber network. The Certificate Holder shall provide the County with its planned annual maintenance schedule in advance for each year. Actual or potential problems discovered during the course of preventative and routine maintenance shall be immediately reported to the Administrator. Within five (5) days of informing the County of an actual or potential problem, the Certificate Holder shall prepare and transmit a report to the Administrator describing the corrective action, if any, that was taken.
- (2) Within two (2) hours of receiving notice of or otherwise learning of a maintenance or repair problem that materially affects the performance of the I-Net, the Certificate Holder's technicians shall arrive on-site to begin troubleshooting problems related to the Certificate Holder's responsibilities concerning the Institutional Network. At a minimum, the Certificate Holder's technicians shall, within four (4) hours after arriving at the affected site, temporarily repair the Institutional Network in a manner that permits fully operational connectivity (end to end). As necessary, the Certificate Holder shall complete permanent repairs within twenty-four hours of receiving notice of the maintenance or repair problem. Where, repairs cannot be completed within the time periods specified herein, even with the exercise of all due diligence, the Certificate Holder shall complete all necessary repairs in the shortest reasonable time possible.

EXHIBIT F
CUSTOMER SERVICE STANDARDS

These standards shall, starting six months after the Effective Date, apply to the Certificate Holder to the extent it is providing Cable Services over the Cable System in the Franchise area.

SECTION 1: DEFINITIONS

A. **Respond**: The Certificate Holder's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. **Service Call**: The action taken by the Certificate Holder to correct a Service Interruption the effect of which is limited to an individual Subscriber.

C. **Significant Outage**: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

D. **Standard Installation**: Installations where the subscriber is within one hundred seventy-five (175) feet of trunk or feeder lines.

SECTION 2: TELEPHONE AVAILABILITY

A. The Certificate Holder shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Certificate Holder representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least fifty (50) hours per week. Franchisee representatives shall identify themselves by name when answering this number.

B. The Certificate Holder's telephone numbers shall be publically listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), if applicable in the directory published by the local telephone company or companies serving the Service Area or otherwise available through directory assistance, and/or published on-line and on Certificate Holder's customer invoices.

C. The Certificate Holder may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter the 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. The Certificate Holder 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 the Certificate Holder shall be answered within thirty (30) seconds. The Certificate Holder 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 the Certificate Holder at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

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

F. Within thirty (30) days of the end of each quarter, the Certificate Holder shall report to the County 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 Certificate Holder's service center as set forth in Subsection 2.E.

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

G. At the Certificate Holder's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Certificate Holder shall notify the County of such a change at least thirty (30) days in advance of any implementation.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with the most current edition of the National Electric Code; the most current edition of the National Electrical Safety Code; and other applicable federal and State laws and regulations that may apply, 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 the Certificate Holder supplied equipment and Cable Service.

B. Under Normal Operating Conditions, Standard Installations shall be performed within seven (7) business days after an order is placed.

The Certificate Holder 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) days.

C. Within thirty (30) days following the end of each quarter, the Certificate Holder shall provide the County with a report noting the percentage of Standard Installations completed within the seven (7) day period, excluding those requested outside of the seven (7) day period by the Subscriber. Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable request.

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

D. The Certificate Holder 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 the Franchisee's discretion, the Certificate Holder 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. The Certificate Holder shall promptly notify the County of any Significant Outage of the Cable Service.

B. The Certificate Holder 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, the Certificate Holder may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the County and each affected Subscriber in the Service Area have been given forty-eight (48) hours prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Certificate Holder 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.

C. Certificate Holder 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.

D. Under Normal Operating Conditions, the Certificate Holder 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) The Certificate Holder must acknowledge the Subscriber's call and begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the County of a Cable Service problem.

E. Under Normal Operating Conditions, the Certificate Holder shall exercise its best efforts to complete Service Calls within seventy-two (72) hours of the time Certificate Holder 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.

F. The Certificate Holder 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.

G. Within thirty (30) days following the end of each quarter the Certificate Holder shall provide the County with a report 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 County for review upon reasonable request. At the Certificate Holder's option, the above measurements and reporting may be changed from calendar quarters to billing or accounting quarters. The Certificate Holder shall notify the County of such a change at least thirty (30) day in advance.

H. Under Normal Operating Conditions, the Certificate Holder 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 the Franchisee to verify the problem if requested by the Certificate Holder. 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.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Certificate Holder 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 the Certificate Holder provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Certificate Holder shall investigate Subscriber complaints referred by the County within five (5) days, but no longer than thirty (30) days after the initial complaint; and, upon request of the Subscriber, the Certificate Holder will provide a written response and document the response in the Subscriber's records. For customer complaints

submitted to the Certificate Holder by the County, the Certificate Holder shall acknowledge receipt of the complaint to the County, and provide notice to the County by e-mail of the resolution of such customer complaints.

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. The Certificate Holder shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Certificate Holder shall be given at least twenty (20) days from the date statements are mailed to the Subscriber until the payment due date.

C. 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 except in accordance with Subsection 6.B. above.

D. 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 the Certificate Holder 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 the Certificate Holder's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Certificate Holder 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. Upon request of the Subscriber, the Certificate Holder will provide a written response and document the response in the Subscriber's records.

F. The Certificate Holder shall provide a telephone number and address on the bill for Subscribers to contact the Certificate Holder.

G. The Certificate Holder shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the County upon written request. This does not include notices described in Sections 10D and 10E.

H. The Certificate Holder 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. The Certificate Holder may, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Certificate Holder, the payment alternative may be limited.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. The Certificate Holder may require refundable deposits from Subscribers with 1) a poor credit or poor payment history, 2) who refuse to provide credit history information to the Certificate Holder, or 3) who rent Subscriber equipment from the Certificate Holder, so long as such deposits are applied on a non-discriminatory basis.

B. 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).

C. 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.

D. Bills shall be considered paid when appropriate payment is received by the Franchisee or its' authorized agent. Appropriate time considerations shall be included in the 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. The Certificate Holder shall not, except to the extent expressly 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 Certificate Holder 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 Certificate Holder equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Certificate Holder's equipment (for example, a dog chew).

B. The Certificate Holder 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. The Certificate Holder shall not terminate Cable Service for nonpayment of a delinquent account unless the Certificate Holder provides a notice of the delinquency and

impending termination prior to the proposed final termination. The notice shall be mailed 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 the Certificate Holder to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Certificate Holder 's equipment, abusive and/or threatening behavior toward the Certificate Holder's employees or representatives, or refusal to provide credit history information or refusal to allow the Certificate Holder to validate the identity, credit history and credit worthiness via an external credit agency.

D. Charges for cable service will be discontinued at the time of the requested termination of service by the subscriber, except equipment charges may be applied until equipment has been returned. No period of notice prior to requested termination of service can be required of Subscribers by the Certificate Holder. So long as a Subscriber returns any equipment necessary to receive Cable Service within five (5) business days of the disconnection, no charge may be imposed by the Certificate Holder for any Cable Service delivered after the date of the disconnect request. However, if a subscriber does not return, or permit the Certificate Holder to retrieve, such equipment within five (5) business days after disconnection, the Certificate Holder may charge a Subscriber for any Cable Service delivered until the equipment is returned. If the Subscriber fails to specify an effective date for disconnection, the Subscriber shall not be responsible for Cable Services received after the day following the date the disconnect request is received by the Certificate Holder. For purposes of this subsection, the term "disconnect" shall include Subscribers who elect to cease receiving Cable Service from the Certificate Holder and to receive Cable Service or other multi-channel video service from another Person or entity.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

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

B. The Certificate Holder shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Certificate Holder may be referred to the County.

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; or

(2) A separate electronic notification

D. The Certificate Holder 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) days in advance of such changes if within the control of the Certificate Holder, and the Certificate Holder shall provide a copy of the notice to the County including how and where the notice was given to Subscribers.

E. The Certificate Holder 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.D., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Certificate Holder:

(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 the Certificate Holder related to Cable Service;

(3) Installation and maintenance policies including, when applicable, FCC requirements with respect to home wiring during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the address and telephone number of the County office responsible for receiving customer complaints, but with a notice advising the Subscriber to initially contact the Certificate Holder about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) The Certificate Holder's practices and procedures for protecting Subscriber privacy;

(9) Instructions on how to use the Cable Service; and,

(10) The address and telephone number of the Certificate Holder's office to which complaints may be reported.

A copy of notices required in this Subsection 10.E. will be given to the County at least fifteen (15) days prior to distribution to subscribers if the reason for notice is due to a change that is within the control of the Certificate Holder and as soon as possible if not within the control of the Certificate Holder.

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 for non-payment 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 the Certificate Holder where the Subscriber can receive additional information about their account and discuss the pending termination.

I. The Certificate Holder shall maintain a public file containing all notices provided to Subscribers under these Customer Service Standards, as well as all promotional offers made to Subscribers. The notices and offers shall be kept in the file for at least one (1) year from the date of such notice or promotional offer.

EXHIBIT G
FORM OF CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Confidentiality Agreement”) is entered into by and between **Comcast of Potomac, LLC**, a Delaware corporation, having a place of business in Virginia (“Comcast”) and _____, having a place of business in _____ (“Consultant”).

WHEREAS, Arlington County, Virginia (the “County”) wishes to conduct a review of Comcast’s compliance with the terms of sections 7 and 9 of the Certificate for Public Convenience and Necessity for Cable Television (the “Certificate”) granted by the County to Comcast (the “Consultancy”); and

WHEREAS, the County has contracted with the Consultant to conduct the Consultancy on behalf of the County; and

WHEREAS, the Consultant has requested certain information and access to certain business records of Comcast; and

WHEREAS, pursuant to section 9.1.2.2 of the Certificate, Comcast is willing to provide access to such information and records under the terms and conditions hereinafter specified and the Consultant is willing to accept access under such terms and conditions.

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

1. For purposes of this Confidentiality Agreement, Confidential Information shall mean any and all information, 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 Comcast in connection with the Consultancy and that are reasonably deemed by Comcast to be proprietary or confidential in nature. Confidential Information shall include all Comcast information that should reasonably have been understood by the Consultant, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary or confidential to Comcast, regardless of whether such information is marked as confidential or proprietary. All access, review, use, and disclosure of Confidential Information shall be governed solely by the terms of the Confidentiality Agreement and 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 except as required by applicable law.
3. Except as otherwise provided for herein or as required by applicable law, the Consultant and the Consultant’s Staff that are signatories hereto agree to use at least a reasonable degree of care to avoid disclosure, publication, or dissemination to the public or to any individual not a signatory hereto (including, but not limited to, the County, the United States government or any

agency or department thereof) any Confidential Information (including notes taken therefrom) or to use any or all of the Confidential Information obtained hereunder.

4. Notwithstanding any other provision of this Agreement, the Consultant may refer to Confidential Information in any report prepared by the Consultant for the County, provided that any such report shall disclose such information only to the extent necessary to convey essential report information (e.g., as in a compilation or abstract). Notwithstanding any other provision of this Agreement, this Agreement shall not apply to any portion of the Confidential Information which:

- 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 Comcast 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 Comcast of such request to give Comcast 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 Comcast.

5. Except as provided herein or as required by applicable law, the Consultant and the Consultant's Staff agree that any Confidential Information (including notes taken therefrom) provided for the Consultancy shall not be used in conjunction with the Consultancy, or any other matter, of another jurisdiction.

6. The Consultant shall give Comcast 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 Comcast shall meet for purposes of attempting, in good faith, to establish procedures that will accommodate the needs of the County 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 Comcast will submit the issue of appropriate protection from disclosure to the appropriate court or administrative tribunal.

7. Nothing in this Confidentiality Agreement shall limit Comcast'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, provided however that any exercise of such right shall not be inconsistent with Comcast's and the County's rights and obligations under sections 7 and 9 of the Certificate. Nor shall anything in this Confidentiality Agreement limit or restrict

Comcast'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, Comcast 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:

- a. Comcast shall provide notice to the Consultant, with copy of such notice also provided by Comcast to the County, of its intent to terminate the Confidentiality Agreement and indicate the reason or reasons for such termination;
- b. The Consultancy shall be paused and the Consultant shall have reasonable opportunity to assure Comcast, to Comcast's satisfaction, that it is conducting the Consultancy in compliance with the terms and conditions of the Confidentiality Agreement; and,
- c. Should Comcast 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, Comcast may then terminate the Confidentiality Agreement.

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 Comcast, destroy or return to Comcast all Confidential Information.

9. The failure to designate, mark or identify any information as confidential or proprietary shall not constitute a waiver of the protection afforded under this Confidentiality Agreement with respect to any item of Confidential Information. The Consultant or Consultant's Staff may not disclose information to any party, including the County, that has been marked by Comcast as confidential or proprietary, or that should have reasonably been understood by the Consultant or Consultant's Staff to be confidential or proprietary pursuant to Section 1 hereof, without first obtaining written authorization from Comcast. Notwithstanding the foregoing, the Consultant or Consultant's Staff may disclose information only to the County, and not to any other party, that has not been marked confidential or proprietary and that should have not been reasonably understood to be proprietary or confidential pursuant to Section 1 hereof.

10. Nothing in this Confidentiality Agreement shall limit Comcast's right to deny access to certain 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. Nor shall anything in this Confidentiality Agreement be construed to limit or restrict Comcast'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. Comcast shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach, or threatened breach by the Consultant and the Consultant's Staff. Such remedy shall be in addition to all other remedies, including money damages, available to Comcast at law or in equity.

12. Nothing in this Confidentiality Agreement shall be construed as an admission by the Consultant that any Confidential Information is in fact confidential, proprietary or in the nature of a trade secret, the disclosure of which would be harmful to Comcast. It is understood and agreed that the purpose of this Confidentiality Agreement is only to assure Comcast that Confidential Information will be treated as confidential and proprietary unless and until a court of competent jurisdiction orders or Comcast, through its Counsel, agrees otherwise.

13. All notices or other communications required or permitted to be made or given hereunder by one party to another party shall be in writing and shall be deemed to have been given when hand delivered, or when sent by electronic mail (with confirmation of its receipt by the other party), or regardless of whether or not received, on the third (3rd) business day after deposit in the United States mail in certified form, postage prepaid with return receipt requested, and, in all cases, properly addressed to such other party as set forth below or at such other address as may be specified by the parties hereto by written notice sent or delivered in accordance with the terms hereof:

For Comcast:

Director of Government and Regulatory Affairs
Comcast
2707 Wilson Boulevard
Arlington, Virginia 22201

For Consultant:

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Facsimile: _____

14. The individuals executing this Confidentiality 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 'or, in the case of the Consultant's Staff, are fully authorized by the Consultant to execute this Confidentiality Agreement and to comply with the terms and conditions applicable to them.

15. This Confidentiality Agreement shall be governed and construed in accordance with the laws of the State of Virginia.

Executed on the respective dates set forth below:

COMCAST

Name: _____
Title: _____
Date: _____

CONSULTANT

Name: _____
Title: _____
Date: _____

CONSULTANT'S STAFF

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____