

Cable Franchise Renewal Agreement
by and between
Loudoun County, Virginia
and
Verizon Virginia LLC

Approved by the Loudoun County Board
of Supervisors on December 13, 2023

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THIS CABLE FRANCHISE RENEWAL AGREEMENT (the "Franchise" or "Agreement") is entered into by and between Loudoun County, a duly organized county under the applicable laws of the Commonwealth of Virginia (the "County") and Verizon Virginia LLC, corporation duly organized under the applicable laws of the Commonwealth of Virginia (the "Franchisee").

WHEREAS, the Franchisee is a "cable operator" in accordance with Title VI of the Communications Act;

WHEREAS, the County is a "franchising authority" in accordance with Title VI of the Communications Act and is authorized to grant one or more nonexclusive cable franchises pursuant the Code of Virginia, annotated, § 15.2-2108 and the Loudoun County Ordinance on Cable Television Franchising and Regulation, Chapter 805 of the Loudoun County Codified Ordinances ("Cable Ordinance");

WHEREAS, effective as of June 20, 2006, the County granted to Franchisee a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the LFA for a term of fifteen (15) years (the "Initial Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Service Area which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, which Non-Cable Services are not subject to applicable state law or Title VI of the Communications Act;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the County undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal;

WHEREAS, the County has identified the future cable-related needs and interests of the County community, and has considered the financial, technical and legal qualifications of Franchisee;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Franchisee submitted to the County a proposal to renew the Initial Franchise to operate a Cable System in the Franchise Area;

WHEREAS, following good faith negotiations between the parties, the County and Franchisee have agreed on the terms for a renewal Franchise under which Franchisee will continue to operate its Cable System in the Franchise Area; and

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

NOW, THEREFORE, in consideration of the County's grant of a renewal franchise to Franchisee, Franchisee's promise to continue to provide Cable Service to residents of the Service Area of the County pursuant to and consistent with the Cable Ordinance, pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

I. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Cable Ordinance are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

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

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

1.3. *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise, and as may be defined from time to time by federal law or regulation of the FCC.

1.4. *Cable Ordinance*: Loudoun County Ordinance on Cable Television Franchising and Regulation, Chapter 805 of the Loudoun County Codified Ordinance, to the extent authorized under and consistent with federal and state law.

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

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7). Subject to Section 2.2 herein and applicable law, the Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of video cable services directly to Subscribers within the Franchise/Service Area and shall not include tangible network facilities of a common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

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

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

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

1.10. *County*: Loudoun County, organized and existing under the laws of the Commonwealth of Virginia, and the area within its territorial limits.

1.11. *Educational Access Channel*: An Access Channel available for the use solely of the local public schools or institutions of higher education in the Franchise Area.

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

1.13. *Force Majeure*: An event or events reasonably beyond the ability of Franchisee to anticipate and 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, and tornadoes.

1.14. *Franchise Area*: The area within the territorial limits of the County, but therein excluding areas of incorporated towns.

1.15. *Franchisee*: Verizon Virginia LLC, and its lawful and permitted successors, assigns and transferees.

1.16. *Government Access Channel*: An Access Channel available for the use solely of the County.

1.17. *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles, that Franchisee and its Affiliates receive from Franchisee's provision of Cable Service over the Cable System in the County. Gross Revenue includes, but is not limited to:

1.17.1. Any revenue received from Subscribers for all Cable Services, including but not limited to revenue for Basic Service, expanded Basic Service, other tier services, additional outlets, and pay-per-view service, or for the distribution of any other Cable Service, as defined by federal law, over the System.

1.17.2. Revenue received from Subscribers for installation, change in Cable Service and reconnection charges and similar fees;

1.17.3. Revenue received from Subscribers for converters, remote controls or other equipment leased or rented to Subscribers in connection with the delivery of Cable Services to such Subscribers;

1.17.4. Revenue received from Subscribers for service charges and late fees attributable to delinquent accounts;

1.17.5. Revenue received from third parties, including advertising revenue (without any deductions for commissions paid to any advertising agency or other person, and subject to subsection 1.17.11 below), home shopping commissions, leased access payments (subject to subsection 1.17.12 below), and studio and other facilities or equipment rentals. In computing Gross Revenue from sources other than Franchisee's Subscribers, including without limitation, revenue derived from the sale of advertising, home shopping services, guide sales, the lease of channel capacity on its Cable System, or any other such revenues derived from the operation of the Cable System, the amount of such revenues attributable or allocated to Franchisee in accordance with GAAP shall be the aggregate revenue received by Franchisee from such sources during the period in question multiplied by a fraction, the numerator of which shall be the number of Franchisee's Subscribers in the County as of the last day of such period and the denominator of which shall be the number of regional or national Subscribers as of the last day of such period. For example, Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Virginia. Franchisee has 100 Subscribers in the County, 500 Subscribers in Virginia, and 1,000 Subscribers nationwide. Gross Revenue as to the County from Ad "A" is 10% of Franchisee's revenue therefrom. Gross Revenue as to LFA from Ad "B" is 20% of Franchisee's revenue therefrom.

1.17.6. Fees collected from Subscribers for the payment of cable franchise fees to be paid to the County; such cable franchise fees shall not be deemed to be taxes and are not deducted from the total gross revenue figure on which Franchise fees are paid.

Provided, however, that Gross Revenue shall not include:

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

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

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

1.17.10. Any revenues from services classified as Non-Cable Services under federal or state law;

1.17.11. Any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, except for that portion of such revenue which 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 (such as the home shopping commission provided for in Section 1.17.5 above), which portion shall be included in Gross Revenue;

1.17.12. 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;

1.17.13. The provision of Cable Services to public institutions as required or permitted herein;

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

1.17.15. Any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee; 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;

1.17.16. Sales of capital assets or sales of surplus equipment;

1.17.17. Program launch fees; and

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

1.18. *High-Definition or HD*: A format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of up to 1080i or such higher resolution as determined by the Franchisee in its sole discretion.

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) as may be amended from time to time.

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 does not constitute the provision of Cable Service in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

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

1.23. *Normal Operating Conditions*: Those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone

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

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

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

1.26. *Public Access Channel*: An Access Channel available for the use solely by the residents in the Franchise Area.

1.27. *Public Rights-of-Way*: The surface, the air space above the surface, and the area below the surface of any public street, road, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkway, waterway, easement, or similar property in which the County now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining, a Cable System. No reference herein, or in any franchise agreement, to the "Public Rights-of-Way" shall be deemed to be a representation or guarantee by the County that its interest or other right of control to use such property is sufficient to permit its use for such purposes, and a Franchisee shall be deemed to gain only those rights to use as are properly in the County and as the County may have the undisputed right and power to give. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.28. *Service Area*: All portions of the Franchise Area where Cable Service is being offered as of the Effective Date, as delineated on the attached Exhibit A.

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

1.30. *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 County.

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

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

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

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

1.35. *TWe VJ*: Title VJ of the Communications Act.

1.36. *Transfer of the Franchise*: Any transaction in which (i) ownership of 10% of the voting interest of a publicly held Franchisee or 25% of the voting interest of a privately held Franchisee is acquired in any transaction or series of transactions, by a Person or group of Persons acting in concert, none of whom already owns five percent (5%) or more of the Franchisee, singularly or collectively, or (ii) control of more than ten percent (10%) of the right of control of a publicly held Franchisee or twenty-five percent (25%) of a privately held Franchisee is acquired in any transaction or series of transactions, by a person or a group of persons acting in concert, none of whom already controls five percent (5%) or more of such right of control, singularly or collectively, or (iii) there is any other change which accomplishes a change in actual working or de facto ownership of control of the Franchisee by minor interest holders in whatever manner exercised.

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

1.38. *Video Serving Office*: A facility of the Franchisee (usually a central office associated with the Public Switched Network for voice services, but includes other similar facilities designated by the Franchisee for this purpose) for which a portion has been equipped with the appropriate equipment to enable Cable Service to be provisioned to Subscribers. Video Service Provider or VSP: Any entity to which the LFA has expressly granted the right to use any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the LFA, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services wireless services, and internet-protocol based services within the territorial boundaries of the LFA.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATION_S

2.1. *Grant/ of Authority*: Subject to the terms and conditions of this Agreement and the Cable Ordinance, the County hereby grants the Franchisee the right to continue to own, construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant.

2.2. *County Does Not Regulate Telecommunications*: The County's regulatory authority under Title **VJ** of the Communications Act is not applicable to the construction, installation, maintenance, or operation of Franchisee's FTTP Network to the extent the FTTP Network is and has been constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the County over Franchisee's Telecommunications Facilities is governed by federal and state law, and the County does not and will not assert jurisdiction over Franchisee's FTTP Network in contravention of those laws pursuant to this Franchise. Notwithstanding the foregoing, this Agreement shall not be construed to limit any

lawful regulatory authority of the County under federal, state, and local law with respect to Franchisee's FTTP Network facilities and nothing in this Agreement shall be deemed a waiver of any right or authority the County may have now or in the future to regulate Information Services or Telecommunications Services, or the use of the FTTP Network to provide such services.

2.3. *Term:* This Agreement shall become effective on November 1, 2023 (the "Effective Date"). The term of this Agreement shall be five (5) years from the Effective Date unless the Agreement is earlier terminated by Franchisee pursuant to Section 2.4 or 2.5 hereof or revoked by the LFA as provided herein.

2.4. *Termination Generally:* Notwithstanding any provision herein to the contrary, commencing as of the first (1st) anniversary of the Effective Date, the Franchisee may terminate this Franchise and all obligations hereunder at any time during the term of this Franchise for any reason, in Franchisee's sole discretion, upon twelve (12) months' written notice to the LFA.

2.5. *Modification/termination Based on VSP Requirements:*

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

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

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

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

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

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

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

2.6. *Grant Not Exclusive:* The Franchise 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 franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise Agreement.

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

2.8. *No Waiver:*

2.8.1. The failure of the County on one or more occasions to exercise a right or to require compliance or performance under this Franchise Agreement, 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 Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Franchisee on one or more occasions to exercise a right under this Franchise Agreement or applicable law, or to require performance under this Franchise Agreement, 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.

2.9. *Construction of Franchise Agreement:*

2.9.1. The provisions of this Franchise Agreement shall be liberally construed to effectuate their objectives. In the event of a conflict between the Cable Ordinance and this Agreement, pursuant to Section 805.17(a) of the Cable Ordinance and by adoption of this Agreement by resolution, the conflicting provision of the Cable Ordinance is waived and this Agreement shall prevail.

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

2.9.3. Should any change to state law have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to the Franchise Agreement, then Franchisee may terminate this Agreement without further obligation to the County or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10. *Police Powers:* Nothing in the Franchise Agreement shall be construed to prohibit the reasonable, necessary and lawful exercise of the County's police powers. However, if the reasonable, necessary and lawful exercise of the County's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise Agreement to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. If the parties cannot reach agreement on the above-referenced modification to the Franchise Agreement, then Franchisee may terminate this Agreement without further obligation to the County or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Notice to terminate under this Section shall be given to the County in writing, with such termination to take effect no sooner than one hundred and twenty (120) days after giving such notice. Franchisee shall also be required to give its then current Subscribers not less than ninety (90) days prior written notice of its intent to cease Cable Service operations.

2.1 I. *Acceptance of Franchise:* Franchisee hereby accepts the Franchise, warrants and represents that it has examined all of the provisions of the Cable Ordinance, subject to Section 2.7 above, and this Agreement, accepts and agrees to be bound by all of the applicable provisions contained in the Cable Ordinance and this Agreement.

2.12. *Nature of Authority:* The authority granted herein, subject to the terms and conditions of this Agreement and Cable Ordinance, shall be known as the "Franchise".

2.13. *Commitments by Franchisee:*

2.13.1. The Franchisee agrees to use its good faith efforts, at its own expense, actively and diligently to conduct the prosecution of all applications to the FCC, other governmental regulatory bodies or private parties necessary to permit the continuation and extension of its operations in accordance with this Agreement and the Cable Ordinance. Franchisee is not required to extend its System or construct plant within private rights-of-way for which Franchisee is unable to secure easements or other rights of access on reasonable terms and conditions after good faith, active and diligent efforts at application for such agreements or rights of access.

2.13.2. The Franchisee shall not apply for any material waivers, exceptions, or declaratory rulings from the FCC or any other federal or state regulatory agency specifically regarding the Franchise with the County without providing the County with copies of such applications.

3. **PROVISION OF CABLE SERVICE**

3.1. *Service Area:*

3.1.1. *Service Area:* Subject to the issuance of all necessary permits by the County, the Franchisee shall offer Cable Service to all residential households in the Service Area and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the County; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Franchise Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by Franchisee; (F) in areas, developments, buildings or other residential dwelling units where (i) the Franchisee is unable to provide Cable Service without the use or construction of non-standard facilities or (ii) where connecting new Cable Service is not commercially reasonable, including, but not limited to, circumstances where Franchisee cannot access such areas, developments, buildings or other residential dwelling units by using Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in subsection 3.1.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date.

3.1.2. *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Franchise Area where the average density is equal to or greater than twenty (20) residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line.

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

3.2. 1.As is consistent with federal and state law, the Franchisee shall assure that access to its Cable Services is not denied to any group of potential residential cable subscribers because of the income of the residents of the local area in which such group resides.

3.3. *Voluntary Extension:* Nothing in this Section 3 shall be construed to prevent the Franchisee from serving areas within the Franchise Area not covered under this Section upon agreement with developers, property owners or residents.

3.4. *Cable Service to Public Buildings:* Subject to Section 3.1, Franchisee shall provide, upon written notice to the Franchisee, without charge within the Service Area one service outlet activated for Basic Service to each existing public building listed in Exhibit B, including, without limitation, each public school, each public library, each location occupied by the Sheriffs Office, each location occupied by fire and rescue operations, including the Training Academy, the County's 911 Center, and other locations occupied or used by the County government for governmental purposes. During the term of this Agreement, the County may, subject to the provisions of Sections 3.1 and this 3.4 as agreed to by Franchisee, designate by written notice to the Franchisee up to five (5) additional locations per year, subject to a maximum during the Term of twenty-five (25) additional locations, to receive one service outlet activated for Basic Service. Such additional locations may include public schools, public libraries, locations occupied by the Sheriffs Office, locations occupied by fire and rescue operations, and other locations occupied or used by the County government for public purposes. For all service outlets, if it is necessary to extend Franchisee's trunk or feeder lines more than three hundred (300) feet drop distance solely to provide service to any such school or public building, the County shall have the option either of paying Franchisee's direct costs for such extension in excess of three hundred (300) feet, or of releasing Franchisee from the obligation to provide service to such building. Furthermore, Franchisee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than three hundred (300) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. The County may extend its one outlet to additional locations throughout the building at its own installation expense without an additional monthly fee for Basic Service.

3.5. *Complimentary Service:* The County and Franchisee agree that Franchisee's provision of Basic Cable Service to the County pursuant to Section 3.4, the equipment needed to receive such services, the service connections provided pursuant to Section 3.4, and the maintenance of the PEG Access Channel transport links provided pursuant to Section 6.2 are, for purposes of this Agreement, defined as "Complimentary Service." The fiber optic PEG Access Channel transport links provided pursuant to Section 6.2 are not deemed Complimentary Service. In the event the Virginia Communications Sales and Use Tax (Va. Code §§ 58.1-645 - 662) is found by a court or agency of competent jurisdiction to be a franchise fee as defined by 47 U.S. Code§ 542, such Complimentary Service may be terminated by Franchisee, at its sole discretion, upon sixty (60) days' written notice to the County, subject to the County's right to continue to receive the any or all of the Complimentary Services at a cost not to exceed Franchisee's marginal cost, as provided in Section 3.6.

3.6. *Franchisee Options*: In the event Franchisee is legally permitted, in accordance with applicable law, to offset the value of additional elements of Cable Service against franchise fees payable to the County, the Franchisee reserves its rights to do so. Should the Franchisee choose to offset any or all of such Cable Service against franchise fees payable to the County, it agrees to provide the County with thirty (30) days' prior written notice. Such offsets shall be calculated in the same fashion as Complimentary Services.

3.7. *County Options*: The County shall have the right to discontinue receipt of all or any portion of Complimentary Service provided by Franchisee in the event Franchisee elects to offset or impose a charge against the County for the value of such services as provided in Section 6.2. The County also shall have the option of (I) requesting that Franchisee apply a nondiscriminatory charge, not to exceed the greater of Franchisee's marginal cost of providing the respective Complimentary Service, or (ii) another amount expressly permitted by applicable law, to the fullest extent permissible under applicable law, of providing the respective Complimentary Service (the "Applicable Cost Charge"), as an offset against its franchise fee payments; or (2) paying Franchisee the Applicable Cost Charge directly. The Franchisee shall provide the County with supporting information as may be reasonably necessary to substantiate Franchisee's calculation of the Applicable Cost Charge of any Complimentary Service at least thirty (30) days before imposing any such charge, and shall respond promptly to requests for information from the County regarding such calculations and information. Franchisee and the County do not waive any rights under applicable law regarding Complimentary Service.

3.8. *FCC 621 Order*: If there is (i) a future ruling or order of the FCC, or (ii) applicable legislation, that has the effect of reversing the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1 and within sixty (60) days from Franchisee's receipt of written notice from the County, Franchisee shall provide the Complimentary Services to the County without charge on a prospective basis.

3.9. *Performance Evaluation Sessions*: The County and the Franchisee shall hold scheduled performance evaluation sessions.

3.9.1. Performance evaluation sessions shall be held no more than once every three (3) years during the Term of the Franchise. All such evaluation sessions shall be publicized in advance and be open to the public.

3.9.2. The Franchisee shall reasonably cooperate with the evaluation and shall, subject to the confidentiality provision of Section 9.2 of this Agreement, supply the County with all relevant information requested.

3.9.3. If the evaluation indicates a need for modification of the Agreement, the County shall attempt to negotiate the identified changes with the Franchisee. Any

changes agreed to by the County and the Franchisee shall be approved by the County's Board of Supervisors before they become effective.

4. SYSTEM OPERATION

4.1. The parties recognize that, subject to applicable law, the Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities.

4.2. *Provision of Maps to the County:* Subject to the confidentiality requirements set forth in Section 9.2 hereof, the Franchisee shall provide to the County annually updated maps of the Franchise Area which shall clearly delineate the following:

4.2.1. Areas within the Franchise Area where Cable Service is available to Subscribers.

4.2.2. Portions of the Service Area where Cable Service is unavailable, with such areas clearly marked.

4.3. *Additional Location Information:* Subject to the confidentiality requirements set forth in Section 9.2 hereof, upon thirty (30) days' written notice from the County, the Franchisee shall provide to the County a report listing by street address all locations in the County where Franchisee's cable services became available to County residents during the prior year.

5. SYSTEM FACILITIES

5.1. *System Characteristics:* Franchisee shall operate, maintain, construct, and extend the Cable System so as to provide high quality signals and reliable delivery of Cable Services for all cable programming services throughout the Service Area. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, and all applicable provisions of the National Electrical Safety Code, the National Electric Code, the Virginia Uniform Statewide Building Code, and any other applicable federal laws and the laws of the Commonwealth of Virginia, to the extent not in conflict with federal law and regulations.

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

5.2.1. The System shall be operated with an initial digital carrier passband between 57 and 861 MHz.

5.2.2. The System shall be operated initially as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

5.2.3. The System shall include protection against outages due to power failures, so that back-up power is available at a minimum for at least 24 hours at each headend,

and conforming to industry standards, but in no event rated for less than four hours, at each power supply site.

5.3. *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Service Area. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

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

5.5. *Technical Standard\:* The Cable System shall meet or exceed the applicable technical standards set forth in 47 C.F.R. § 76.60 I.

6. PEG SERVICES

6.1. *PEG Set-Aside:*

6.1.1. In order to ensure universal availability of public, educational and government programming, Franchisee shall provide three (3) HD PEG Access Channels on the Basic Service Tier. The HD PEG Access Channels shall be designated as follows: one (I) dedicated County Government Access Channel, one (I) Government Access Channel dedicated to carrying programming related to towns within the County, and one(\) Education Access Channel dedicated to the Loudoun County Public Schools (collectively, "PEG Channels"). The SD PEG Access Channel dedicated to higher education shall be maintained for the term of the Franchise Agreement, provided, however, that if the George Mason University Channel, or another channel that is (i) operated by a Virginia college or university; (ii) already carried on the Cable System, and (iii) designated by the County as an Educational Access Channel, is provided to the Franchisee in HD format, the Franchisee shall convert the corresponding existing SD PEG Access Channel to HD within six months of the date that the HD programming is provided. PEG Access Channels shall require no equipment other than the equipment used by a Subscriber to receive commercial Cable Services. The County acknowledges that if a Subscriber does not have the equipment necessary to receive commercial Cable Services in HD, the Subscriber will not be able to view PEG Channels in HD without obtaining the appropriate HD equipment and subscribing to a service package that includes HD service.

6.1.2. In addition to the PEG Access Channels in Section 6.1.1, upon one hundred eighty (180) days prior written notice, the County may request one additional HD PEG Access Channel when the cumulative time on all the existing Access Channels combined meets the following standards: at least eighty percent (80%) of the cumulative time of sixty (60) hours per week over a consecutive sixteen (16) week period has been programmed with original, non-character generated, non-commercial, non-duplicative locally produced PEG Access Channel programming. Any upgrade of current return lines or construction of new return lines required to provide the additional PEG Access Channel shall be at the Franchisee's expense. Franchisee reserves the right to pass its costs of upgrading or construction new return lines through to Subscribers in accordance with applicable law.

6.1.3. The PEG Channels shall be carried on the channel numbers assigned to them in Exhibit C. Thereafter, PEG Channel assignments may be changed and the entity responsible for managing any affected PEG Channel shall consent to the change. PEG Channel assignments shall be the same throughout the Franchise Area. Such change in the PEG Channel assignments shall not take place any more frequently than every three (3) years unless it is deemed by the Franchisee to be reasonably necessary. If the Franchisee decides to change the channel designation for any of the PEG Channels, it must provide thirty (30) days prior written notice to the County, and shall reimburse the County, and/or PEG users for all reasonable costs incurred by the County or other PEG users, including, but not limited to, technical costs, logo modifications, stationary, promotion, and advertising. Alternatively, the Franchisee may choose to supply such equipment itself, provided such equipment is satisfactory in the reasonable judgment of the County or the affected PEG users.

6.1.4. If there is no Basic Service Tier, the Franchisee shall provide the PEG Channels as part of the service provided to any Subscriber, at no additional charge, and so that the PEG Channels are viewable by the Subscriber without the need for equipment other than the equipment that is required by every Subscriber to view any HD programming. If channels are selected through a menu system, the PEG Channels shall be displayed as prominently as commercial programming choices offered by the Franchisee.

6.1.5. The PEG Access Channels shall be carried in compliance with all applicable FCC rules. All PEG Access Channels shall meet the same FCC technical standards applicable to the commercial channels carried on the Basic Tier, provided that the Franchisee shall not be responsible for the production quality of PEG access programming. All PEG Access Channels shall be carried in a manner providing the same signal quality as other channels at I 080i. In addition, in the event the County desires to implement additional functionality on one or more of the PEG Access Channels comparable to additional functionality available on any other channel on the Basic Tier, the Franchisee 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 Franchisee.

6.1.6. The County shall have complete control over the content, scheduling, and administration of the PEG Access Channels and may delegate such functions, or a portion of such functions, to an appropriate designee (referred to herein as a "PEG Production Entity"). The Franchisee shall not exercise any editorial control over PEG Access Channel programming.

6.1.7. The County shall comply with the law regarding the non-commercial use of the PEG Access Channels.

6.2. PEG Interconnection.

6.2.1. The Franchisee 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 designated by the County (each a "Competing Operator") to obtain the content of

any of the programming on the PEG Channels, nor shall the Franchisee object to the transmission of the PEG Access Channel signals by any Competing Operator. The Franchisee shall cooperate with the County and any Competing Operator with respect to the installation 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. Franchisee 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 Franchisee's assistance, at the County's expense, in troubleshooting any Interconnection Equipment owned by the County.

6.2.2. Within two hundred and seventy (270) days of the Effective Date, the Franchisee shall provide and maintain at its sole expense the transport network, the necessary encoding and decoding equipment, and the support necessary to provide for the transmission of PEG Access Channel video signals that meet FCC standards for HD picture quality with a resolution up to 1080i as such standards currently exist or may be amended, from each of the locations listed in Exhibit D (the "PEG Origination Points"), for the purposes of transmitting the PEG Access Channels to the Cable System headend. The Franchisee will simulcast the HD and SD channel content on corresponding channels (e.g., current SD channel 40, HD channel 2140) for a period of approximately forty-five (45) days, and then disconnect the SD channel from the System. There shall be a demarcation point at each PEG Origination Point at which the parties agree that responsibility for the signal quality and transmission and the operation and maintenance of equipment transfers from the County to the Franchisee. The County or the respective PEG Production Entity shall be solely responsible for operating its switching equipment and for the picture and audio quality of all PEG Access Channel programming up to the demarcation points. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the County or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the County's side of the demarcation point and used to generate or administer any PEG Access Channel signals, except as necessary to implement the Franchisee's responsibilities specified herein.

6.2.3. All PEG Access Channel programming shall be transmitted to the Franchisee in either 1080i or 720p HD format with stereo audio signals. The Franchisee shall be responsible for ensuring all PEG Access Channel programming is inserted on the appropriate upstream channel for transmission to the Franchisee's distribution network and subsequent transmission on the correct PEG Access Channel, and Franchisee shall transmit such programming to subscribers in stereo, using the HD standard defined in Section 1.18. The Franchisee shall provide at its sole cost and expense all equipment necessary on its side of the demarcation point at each PEG Origination Point to receive and transmit the PEG Access Channel programming signals in accordance with this section.

6.2.4. The County and the Franchisee shall work together in good faith to resolve any connection issues.

6.2.5. If any existing PEG Origination Point is moved or replaced, the Franchisee shall construct and maintain a new link to the new location, by installing new facilities, moving terminal equipment, and splicing fiber, to the extent such construction is commercially reasonable. The cost of installing any new link, including fiber construction and the necessary encoder and decoder required for the transmission of the PEG Access Channel video signal, shall be borne by the Franchisee. After construction of a new link, the Franchisee shall bear the cost of basic maintenance, to the extent such maintenance is commercially reasonable and does not require construction of new facilities or substantial replacement of new equipment, materials, or related supplies.

6.2.6. The Franchisee shall monitor the PEG Access Channels and the network transport return links provided pursuant to this Section 6.2 for technical quality, and shall ensure that the return links are maintained in accordance with the same technical standards that the Franchisee applies to the Cable System as a whole.

6.3. PEG and I-NET Support

6.3.1. In support of the County's capital costs in support of the production of local PEG programming and its Institutional Network ("I-Net"), Franchisee shall continue to provide an annual grant to the County ("PEG and I-Net Grant"). The PEG and I-Net Grant shall be in the amount of one dollar (\$1.00) per month per Subscriber. Such grant shall be used by the County for PEG access equipment, including, but not limited to, studio and portable production equipment, editing equipment and program playback equipment, or for renovation or construction of PEG access facilities, as well as for upgrading, maintaining, constructing and/or operating the I-Net.

6.3.2. The annual PEG and I-Net 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.

6.3.3. The County shall provide Franchisee with a complete accounting annually of the distribution of funds granted pursuant to this Section 6.3. This subsection 6.3 .3 does not impose requirements or limitations on the County as to when such funds are to be distributed.

6.4. All local producers and users of any of the PEG facilities or Channels shall agree in writing to hold harmless Franchisee and the County from any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which result from the use of a PEG facility or Channel. Furthermore, all local producers and users of any of the PEG facilities or Channels shall agree in writing, and the County shall require that such local producer

or user agree in writing, to authorize Franchisee to transmit programming consistent with this Agreement.

6.5. To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs arising from the provision of the PEG and I-NET Grant from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill.

6.6. *Leased Access Channels:* The Franchisee shall provide Leased Access Channels as required by federal law.

6.7. *Changes in Technology:* If the County desires to implement additional functionality on one or more of the PEG Channels comparable to an Additional Functionality available on any other channel on the Basic Service Tier, the Franchisee shall meet with the County to discuss the possibility of making such functionality available, provided that implementation of such functionality does not require the use of additional capacity on the Cable System, or impose any out-of-pocket cost, or create any other burden, on Franchisee. For purposes of this Section 6.7, "Additional Functionality" shall mean any function that permits greater or improved subscriber interaction with video programming delivered by the Cable System or access to information regarding the content of such video programming. If the Franchisee makes changes to the Cable System that require improvements to access facilities or equipment to maintain the then-existing signal quality or picture quality, or other then-existing functions or capabilities, the Franchisee shall make any necessary changes to the Franchisee's headend and distribution facilities or equipment within thirty (30) days so that PEG facilities and equipment may be used as intended in this Agreement at no cost to the County.

7. FRANCHISE FEES

7.1. *Franchise Fee Not Required:* In accordance with Section 15.2-2108.1: 1(C) of the Code of Virginia, notwithstanding the provisions of 47 U.S.C. § 542, the Franchisee shall not be required to pay a franchise fee, except as otherwise provided in Sections 7.2 through 7.7 of this Agreement.

7.2. *Reinstatement of Franchise Fee:* In the event that Section 15.2-2108.1: 1(C) of the Code of Virginia is repealed or amended, held to be invalid by a final decision of a court of competent jurisdiction, or the Virginia General Assembly otherwise authorizes the County to assess a franchise fee during the term of this Agreement, and a franchise fee continues to be allowed pursuant to 47 U.S.C. § 542, and further provided that all other franchised cable operators in the Franchise Area are required to pay a franchise fee in the equivalent amount as Franchisee, Franchisee shall pay to the County a franchise fee of up to five percent (5%) of annual Gross Revenue, or such other amount as may then be allowed under federal law and imposed upon all other franchised cable operators in the Franchise Area, beginning on the effective date of the reinstatement of the County's authority to assess a franchise fee (the "Reinstatement Date"). Beginning on the Reinstatement Date, the terms of Sections 7.3 through 7.7 of this Agreement shall take effect on a prospective basis (i.e., Gross Revenues accrued prior to the Reinstatement Date shall not be subject to the franchise fee reinstatement as contemplated in this Section 7.2). In

accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Agreement for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than thirty (30) days following the end of each calendar quarter. Should Franchisee submit an incorrect amount, Franchisee shall be allowed to add or subtract that amount in a subsequent quarter, but no later than ninety (90) days following the close of the calendar year for which such amounts were applicable; such correction shall be documented in the supporting information required under Section 7.4.

7.3. Description of Franchise Fee: In specifying the portion of the bill attributable to franchise fees or other government-imposed fees, the description used in the bill to indicate such elements shall be correct, truthful, and not misleading. Franchisee may not designate the franchise fee as a tax in any communication to a Subscriber.

7.4. Supporting Information: Each Franchise Fee payment shall be accompanied by a brief report showing the basis for the computation and a breakdown by major revenue categories (such as Basic Service, premium service, etc.). The report shall be verified by a financial manager of the Franchisee. The County shall have the right to reasonably request further supporting information for each franchise fee payment.

7.5. limitation on Franchise Fee Actions: The parties agree that the period of limitation for recovery of any Franchise Fee payable hereunder shall be thirty-six (36) months from the date on which the applicable payment by the Franchisee is due.

7.6. Bundled Services: If Cable Services subject to the Franchise Fees required under this Article 7 are provided to Subscribers in conjunction with Non-Cable Services, then the Franchise fee shall be applied only to the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC or state regulatory commission rules, regulations, standards, or orders. Any discounts resulting from purchasing the services as a bundle shall be reasonably allocated between the respective non-regulated services that constitute the bundled transaction. Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

7.7. Audit:

7.7.1. The County may audit or conduct a Franchise Fee review of the Franchisee's books and records pertaining directly to the Franchisee's payment of Franchise Fees in the County no more than once every three (3) years during the Tenn. Any audit shall be initiated through written notice to the Franchisee by the County, and the County or any auditor employed by the County shall submit its complete request for records within sixty (60) days of the County's initial notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the County or its designated auditor identifies reasonable follow-up records requests to the extent necessary to complete the audit. Subject to the confidentiality provisions of Section 9.2, and execution of a non-disclosure agreement with the

County or an auditor employed by the County, all records reasonably necessary for any such audit shall be made available by the Franchisee to the County, in accordance with Section 9.2 hereof, at a designated office of the Franchisee or such other location in the County as may be mutually agreed upon by the parties.

7.7.2. The Franchisee shall provide the records reasonably necessary for the audit and requested by the County in a timely manner. Any such audit conducted by the County or auditor employed by the County shall be completed in a timely manner. If upon completion of the audit, the County does not make a claim for additional payments, then the County shall provide the Franchisee with written documentation of closure of the audit. The County's claim for additional Franchise Fee payments or its written notice of the audit closure shall be provided to the Franchisee within sixty (60) days from the date on which the audit is completed by the County or its auditor in accordance with this Section 7.7, or by such other date as is mutually agreed to by the parties.

7.7.3. The Franchisee shall maintain such records for three (3) 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 Franchisee to the County within sixty (60) days following written notice to the Franchisee of the underpayment, which notice shall include a copy of the audit report. If re-computation results in addition revenue to be paid by Franchisee to the County such amount shall be subject to an interest charge at the prime rate to be calculated from the date the original payment(s) were due until paid in full.

7.7.4. Any entity employed by the County that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula e.g. payment based on an underpayment of fees, if any

8. CUSTOMER SERVICE

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

9. REPORTS AND RECORDS

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

9.2 Confidentiality:

9.2.1. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to submit information to the County that it reasonably deems to be proprietary or confidential in nature, nor 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, except as provided herein. Such confidential information shall be subject to the following:

9.2.1.1. To the extent an exemption under the Virginia Freedom of Information Act permits the County to maintain the confidentiality of submitted information, the Franchisee shall submit documents, records, or other materials containing such information to the County, and the County shall maintain the confidentiality of such information and not disclose it to any public request.

9.2.1.2. If no exemption under the Virginia Freedom of Information Act exists that would permit the County to maintain the confidentiality of requested information, the Franchisee shall submit to the County a statement attesting to the reason(s) the Franchisee believes the information must be withheld, and make the applicable documents, records, or other materials available for inspection at a mutually agreeable time and place within Loudoun County by the County or its representatives, which may include County employees, accountants, attorneys, consultants, or other agents, and neither the County nor such representatives shall take possession of the documents, records, or other materials, nor engage in any act that would jeopardize the confidentiality of such information.

9.2.1.3. Notwithstanding Section 9.2.1.2, the Franchisee shall deliver to the County the maps, reports, and other appropriate documents (the "Required Reports") containing all information required by (i) the following sections of this Agreement: 4.3 (location information), 9.4 (quarterly report), and 9.5 (annual report); and (ii) the following sections of Exhibit C of the Agreement: 2(E) (call-answering), 3(C) (installations), 4(F) (Service Calls), 5 (customer complaints), and 6 (GF (subscriber mailings)). The Required Reports shall be provided in physical form, or electronically, in accordance with the respective section. The Franchisee may identify any confidential or proprietary information in the Required Reports in accordance with Section 9.2.1.4, and the County shall protect such confidential or proprietary information to the extent possible in accordance with Section 9.2.2 and applicable law.

9.2.1.4. To preserve its rights in the confidentiality of any information, Franchisee must provide the following documentation to the County: (i) specific identification in the applicable documents, records, or other materials of the information that Franchisee deems to be confidential; and (ii) a statement attesting to the reason(s) the Franchisee believes the information is confidential.

9.2.2. At all times, the County shall take reasonable steps to (i) protect the proprietary and confidential nature of any books, records, maps, plans or other County-requested documents that are provided pursuant to this Agreement to the extent they are designated as such by the Franchisee; and (ii) to ensure that such confidential information is disclosed only to those

employees, representatives, and agents of the County that have a need to know in order to enforce this Franchise. Nothing in this Section shall be read to require the Franchisee to violate federal or state law protecting Subscriber privacy.

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

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

9.3.2. Records of Significant Outages for a period of three years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.3.3. Records of service calls for repair and maintenance for a period of thirty (30) months after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

9.3.4. Records of installation/reconnection and requests for service extension for a period of thirty (30) months after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

9.4. *Quarterly Reports:* In full satisfaction for the term of this Agreement of the obligations and requirements of Section 805.11 (b) of the Cable Ordinance, the Franchisee shall within thirty (30) days from Franchisee's receipt of the County's written request, provide quarterly reports to the County of at least the following statistical information:

9.4.1. Number of repair service requests received in the previous quarter.

9.4.2. Breakdown by type of complaint received (ex. "complete outage" or "snowy picture", etc.).

9.4.3. Breakdown by cause of problem (ex. "Subscriber equipment" or "drop/converter" or "system", etc.).

9.4.4. Average hold time for Subscriber service telephone calls that were received in the previous quarter.

9.4.6. Percentage of telephone calls that were answered within 30 seconds during the previous quarter.

9.4.7. Percentage of calls received within the previous quarter which were abandoned before being answered by a live operator.

9.4.8. Percentage of time when all incoming trunk lines were in a busy condition.

9.5. *Annual Report:* In full satisfaction for the term of this Agreement of the obligations and requirements of Section 805.11 (a) of the Cable Ordinance, unless this requirement is waived in whole or in part by the County, and no later than one hundred twenty (120) days after the end the Franchisee's fiscal year, the Franchisee shall submit a written report to the County, in a form reasonably satisfactory to the County, which shall include:

9.5.1. A summary of the previous calendar year's activities in development of the Cable System, including but not limited to descriptions of services begun or dropped;

9.5.2. A summary of the quarterly reports provided to the County as described in Section 9.5 of this Agreement;

9.5.3. A copy of the Franchisee's rules, regulations and policies available to Subscribers of the Cable System, including but not limited to (i) all Subscriber rates, fees and charges; (ii) copies of the Franchisee's contract or application forms for Cable Services; and (iii) a detailed summary of the Franchisee's policies concerning the processing of Subscriber complaints; delinquent Subscriber disconnect and reconnect policies; Subscriber privacy and any other terms and conditions adopted by the Franchisee in connection with the provision of Cable Service to Subscribers;

9.5.4. 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; which obligation may be satisfied by submitting the Franchisee's audited financial statements prepared for the Franchisee's bondholders or equivalent financial document acceptable to the County, or the annual report for Verizon Communications, Inc.;

9.5.5. A list of Persons holding five percent (5%) or more of the voting stock or interests of Franchisee, which, in combination with Section 9.6.6 below, shall fully satisfy all of the requirements of Section 805.11(e) of the Cable Ordinance;

9.5.6. A list of officers and members of the Board of Directors of Franchisee and its parents and Franchisee's subsidiaries, if any, or similar officers if the Franchisee is not a corporation, which, in combination with Section 9.6.5 above, shall fully satisfy all of the requirements of Section 805.11(e) of the Cable Ordinance; and

9.5.7 Maps of the areas within the Franchise Area where Cable Service is available to Subscribers.

9.6. The Franchisee shall submit to the County copies of each petition, application, report, and communication that directly affects the provision of Cable Service within the Franchise Area that are transmitted by the Franchisee to any federal, state, or other regulatory commissions, agencies or courts.

9.7. All reports provided to the County that are not confidential, pursuant to Section 9.2 of this Agreement, shall be available to the public in the Office of the County Administrator/Designee during Normal Business Hours.

10. **INSURANCE AND INDEMNIFICATION**

10.1 *Insurance:*

I 0.1.1 Franchisee shall at all times maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage by a company authorized to do business in the Commonwealth of Virginia:

10.1.1.1 Commercial General Liability Insurance in the amount of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in LFA.

10.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage.

10.1.1.3 Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Virginia and Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (B) Bodily Injury by Disease each employee: one hundred thousand dollars (\$100,000) employee limit; five hundred thousand dollars (\$500,000) disease policy limit.

I 0.1.2 LFA shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

I 0.1.3 Upon receipt of notice from its insurer(s), Franchisee shall provide LFA with thirty (30) days' prior written notice of cancellation of any required coverage.

I 0.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Virginia, with an A-Vil or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

I 0.2. *Indemnification:*

I 0.2.1. The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the County and its officials, boards, commissions, agents and employees against any and all claims, suits, causes of action, proceedings and judgments for damages arising out of the operation of the Cable System under this Franchise. These damages include, but are not limited to, penalties arising out of copyright infringements and antitrust violations and damages arising out of the failure by the Franchisee to secure consents from the owners, authorized distributors or licensees of programs to be delivered by the Franchisee's Cable System, whether or not any act or omission complained of is authorized, allowed or prohibited by the Franchise and/or arising out of the Franchisee improperly crossing private property.

I 0.2.2. The indemnity set forth in this Section is conditioned upon the County's giving the Franchise prompt notice of the commencement or making of any suit or action covered by this Section such that Franchisee has reasonable time to respond to such suit or action. Nothing in this Section shall be deemed to prevent the county from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its sole cost and expense. No recovery by the County of any sum by way of the Security Fund herein shall be a limitation upon the liability of the Franchisee to the County under the insurance and indemnification provisions herein, except that sums received by the County shall be deducted from any recovery which the County establishes against the Franchisee under this Agreement.

I 0.2.3. Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement does not include the release of the County and the County does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the County shall in no event exceed the amount of such settlement.

11. TRANSFER OF FRANCHISE

11. I. *County Approval Required.* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of the County, provided that such consent shall not be unreasonably withheld, delayed or conditioned.

11.2. *No Consent Required.* No such consent shall be required, however, for the following:

11.2.1. A transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or otherwise excluded under Section 1.36 above; and,

11.2.2. Transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the

rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

11.3. *Assignment to Verizon South Inc.:* Notwithstanding anything to the contrary herein, the County expressly acknowledges and agrees that the Franchisee is permitted to assign the right to provide Cable Service in the Franchise Area to Verizon South Inc., an Affiliate of the Franchisee, without paying an acceptance fee, without filing an application, without obtaining any prior approval, or making a showing as contained in Section 805.05(e) of the Cable Ordinance. The Franchisee will notify the County if at any time an assignment covered by this subsection occurs. However, such assignment shall not release the Franchisee from any of the terms and conditions imposed in this Agreement and the Franchisee shall remain solely liable to the County for the performance of those terms and conditions.

12. **RENEWAL OF FRANCHISE**

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

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

12.3. Franchisee 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 Franchisee has not complied with the terms of the Franchise, the County shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem, the County shall notify Franchisee in writing of the exact nature of the alleged noncompliance.

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

13.3. *Public Hearing:* In the event that Franchisee fails to respond to the written notice described in Section 13.1 pursuant to the procedures set forth in Section 13.2, or in the event

that the alleged default is not remedied within thirty (30) days or the date projected pursuant to Section I 3.2(iii) above, if it intends to continue its investigation into the default, then the County shall schedule a public hearing. The County shall provide Franchisee at least thirty (30) business days prior written notice of such hearing, which will specify the time, place and purpose of such hearing, and provide Franchisee the opportunity to be heard.

13.4. *Enforcement:* Subject to applicable federal and state law and the terms and conditions of this Agreement, the County may apply one or a combination of the following remedies if the County determines that the Franchisee is in default of any provision of the Franchise:

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

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

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

13.4.5. Apply any other remedy provided for in this Agreement or applicable federal, state or local laws.

13.5. *Revocation:* Should the County seek to revoke the Franchise, the County shall give written notice to Franchisee of its intent. The notice shall set forth the exact nature of the noncompliance. The Franchisee shall have ninety (90) days from 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 Franchisee, it may then seek termination of the Franchise at a public hearing. The County shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

I 3.5.1. At the designated hearing, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the County, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.5.2. Following the public hearing, Franchisee 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 Franchisee. The County shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to effect any

cure. If the County determines that the Franchise shall be revoked, the County shall promptly provide Franchisee with a written decision setting forth its reasoning. Franchisee may appeal such determination of the County to an appropriate court, which shall have the power to review the decision of the County *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Franchisee's receipt of the determination of the franchising authority.

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

13.6. *Security Fund:*

13.6.1. To ensure the performance of its obligations under this Franchise, the Franchisee shall establish a security fund in the form of a letter of credit for the County in the amount of twenty-five thousand dollars (\$25,000). Recovery under the letter of credit shall be in accordance with the procedures set forth in Section 13.7.3. 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 Franchisee to the County until it is paid. Within thirty (30) days of being notified that any amount has been recovered by the County, the Franchisee shall restore the letter of credit to the total amount specified above.

13.7. *liquidated Damages:*

13.7. I. Because the Franchisee's failure to comply with provisions of this Franchise may result in injury to the County, because it may be difficult to quantify the extent of such injury, and in full satisfaction for the term of this Agreement of the obligations, requirements, and procedures of Section 805.15 of the Cable Ordinance, the County and the Franchisee agree that, subject to the procedures in Section 13.7.3, liquidated damages may be assessable against the Franchisee for certain violations of provisions of this Franchise, and that such liquidated damages may be chargeable to the Franchisee's Security Fund up to the limits specified below in the event of non-payment by the Franchisee. On an annual basis from the Effective Date of this Franchise, liquidated damages in total will not exceed twenty thousand dollars (\$20,000). The Franchisee 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 and shall only apply from the date of notice of intention to assess liquidated damages as provided for in Section 13.7.3, being provided to the Franchisee, unless otherwise provided for or consistent with the time periods of notice and cure specific to certain liquidated damages.

13.7.1.1. Failure to supply information, reports, or filings lawfully required under the Franchise: \$200 per day for each day the violation continues after the Franchisee is given a thirty (30) day period to cure the failure and then written notice has been provided to the Franchisee by the County of such continuing violation;

13.7.1.2. Failure to provide Cable Service to a customer within ten (10) days of the installation of the Optical Network Terminal on the customer's premises when installed in response to a request for Cable Service from the customer or within ten (10) days after an order is placed if the ONT is already installed on the customer's premises, when such failure is reported by the customer to the County and referred to the Franchisee by the County: \$50 per day, not to exceed \$1000 in the aggregate;

13.7.1.3. Failure to file, obtain, maintain or replenish the security fund in a timely fashion: \$150 per day for each day after written notice has been provided by the County of such failure;

13.7.1.4. Failure to indemnify the County as required by this Agreement if not cured within ninety (90) days after written notice has been provided by the County of such failure: \$200 per day for each day after written notice has been provided by the County of such failure;

13.7.1.5. Failure to comply, within ten (10) days, with this Agreement's Customer Service Standards with respect to customer complaints, when such failure is reported by the customer to the County and referred to the Franchisee by the County: \$50 per complaint;

13.7.1.6. Failure to Respond (as defined in this Agreement's Customer Service Standards, within ten (10) days to a Subscriber's request for repair or adjustment, when such failure is reported by the customer to the County and referred to the Franchisee by the County: \$50 per occurrence;

13.7.1.7. For violation of applicable technical standards established by the FCC: \$100 per day for each unrelated violation for each day the violation continues after thirty (30) days have elapsed from the time when the Franchisee has been given written notice by the County of such failure by the Franchisee;

13.7.1.8. For effecting a Transfer for which approval is required without such approval: \$500 per day for each day the violation continues after thirty (30) days have elapsed from the when the Franchisee has been given written notice that the County's Board of Supervisors adopted a resolution determining the occurrence of such failure by the Franchisee.

13.7.1.9. For violation of any or all of the quarterly customer service standards: \$750 for the first violation; \$1000 for any violation within 12 months after the first violation; and, \$1250 for any violation within 12 months after the second or any subsequent violation;

13.7.1.10. For failure to comply with the requirements for the provision of PEG programming: \$100 per day;

13.7.1.11. For failure, unless such failure is beyond the Franchisee's control, of the EAS to perform in the event of a public emergency or vital information situation: \$500 per occurrence.

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

13.7.3. In full satisfaction of the obligations, requirements, and procedures of Section 805.15 of the Cable Ordinance, if the County Administrator, following reasonable notice to the Franchisee to cure any problem (except for specific notice periods as may be contained in this Agreement) that might result in liquidated damages pursuant to the Agreement, he or she shall issue to the Franchisee, 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 Franchisee that liquidated damages will be assessed from the date of the notice. The assessment notice may be appealed for hearing before the Board and if the Board rules (1) that the violation has been corrected, or (2) that an extension of the time or other relief should be granted, or (3) the Board disagrees with the findings of the County Administrator, then no liquidated damages will be owed. If the Franchisee desires a hearing before the Board, it shall send a written notice of appeal, by certified mail, to the County Administrator within ten (10) days of the date on which the County Administrator sent the notice of intention to assess liquidated damages. After the hearing, if the Board sustains, in whole or in part, the County Administrator's assessment of liquidated damages, then the County Administrator shall inform the Franchisee and if the Franchisee does not pay the required amount within thirty (30) days, then the County will withdraw said amount from the letter of credit identified in Section 13.6 of this Agreement. Unless the Board indicates to the contrary, said liquidated damages shall be assessed beginning with the date on which the County Administrator sent the notice of intention to assess liquidated damages and continuing thereafter until such time as the violation ceases, as determined by the County Administrator.

14. MISCELLANEOUS PROVISIONS

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

14.2. *Administration.* The administration of this Agreement, including the Cable Ordinance, shall be vested in the County Administrator of Loudoun County, or his or her designee.

14.3. *Representations and Warranties*

14.3.1. Franchisee hereby warrants, represents, acknowledges, and agrees that:

14.3.1.1. The Franchisee is qualified to do business in Virginia;

14.3.1.2. The Franchisee has the requisite power and authority under applicable law and Franchisee's organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Agreement, to enter into and legally bind the Franchisee to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

14.3.1.3. Franchisee is financially able to perform all commitments made in this Agreement and agrees to provide financial statements evidencing this ability;

14.3.1.4. The Franchisee, upon accepting this Franchise, does so relying upon its own investigation and understanding of the power and authority of the County to grant the Franchise. Section 15.2-2108 of the Code of Virginia (1950, as amended) authorizes the County to grant this Franchise;

14.3.1.5. the Franchisee has carefully read the terms and conditions of this Franchise and the Cable Ordinance and is willing to and does accept all of the risks of the meaning of such terms and conditions;

14.3.1.6. To the best of its knowledge there is no action or proceeding pending or threatened against the Franchisee which questions its ability to perform under this Agreement;

14.3.1.7. Insofar as the legal capacity of the Franchisee to carry out any obligation pursuant to this Agreement is concerned, the execution of, and performance pursuant to, this Agreement will not result in the breach or violation of any provision of the by-laws of the Franchisee or of any statute, regulation, agreement, judgment, or decree to which it is subject;

14.3.1.8. None of the officers, directors, or managers of the Franchisee has any ownership interests that would be in violation of Section 613 of the Communications Act of 1934, 47 U.S.C. 533, and amendments thereto; and,

14.3. I.9. The Franchisee enters into this Agreement willingly and without coercion, undue influence, or duress, has not misrepresented or omitted material facts, has not entered into this Agreement with the intent to act contrary to its provisions, and represents and warrants that, for the term of this Agreement, **it** will be bound by the terms and conditions of this Agreement and the Cable Ordinance.

14.3.2. The Franchisee by acceptance of this Franchise acknowledges that it has not been induced to enter into this Franchise by any understanding or promise or other

statement whether oral or written by or on behalf of the County or by any other Person concerning any term or condition of this Franchise not expressed herein or in the Cable Ordinance.

I 4.3.3. The rights and remedies of the parties pursuant to this Agreement are cumulative, except as otherwise provided in this Agreement, and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of this Agreement. A waiver of any right or remedy by a party at one time shall not affect the exercise of said right or remedy or any other right or other remedy by such party at any other time.

14.4. *Filing Requirements:* When not otherwise prescribed herein, all matters herein required to be filed with the County shall be filed with the County Administrator.

14.5. *No Person, Firm, or Corpora/ion Shall be Arbitrarily Refused Service:* Subject to this Agreement, no person, firm, or corporation in the Service Area of the Franchisee shall be arbitrarily refused Cable Service; provided, however, that the Franchisee shall not be required to provide Cable Service to any Subscriber who does not pay the applicable connection fee or monthly Cable Service charge.

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

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

14.8. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure, provided that the Franchisee 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 reasonably possible, under the circumstances, with the Agreement without unduly endangering the health, safety, and integrity of the Franchisee's employees or property, or the health, safety, and integrity of the public, the Public Rights-of-Way, public property, or private property.

14.8.1. Furthermore, the parties hereby agree that it is not the County's intention to subject Franchisee to penalties, fines, forfeitures or revocation of the Franchise for

violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee which outweigh the benefit to be derived by the County and/or Subscribers.

14.9. *Delivery of Payments:* The Franchisee may use electronic funds transfer to make any payments to the County required under this Agreement.

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

14.10.1. Notices to Franchisee shall be mailed

to: Kwame Trotman
Regional President Consumer & Mass Business Markets
Verizon
935 V Street N.E.
Washington DC 20018

14.10.2. With a copy to:

Tonya Rutherford
Verizon
Vice President & Deputy General Counsel
1300 I Street, N.W., 5th Floor
Washington, DC 20005

14.10.3. Notices to the County shall be mailed to:

County Administrator
Loudoun County
I Harrison Street SE
Fifth Floor
P.O. Box 7000
Leesburg, Virginia 20175

14.10.4. With copies to:

Director, Department of Information Technology
Loudoun County
P.O. Box 7300
41975 Loudoun Center Place
Leesburg, Virginia 20175

County Attorney
Loudoun County
1 Harrison Street SE
Fifth Floor
P.O. Box 7000
Leesburg, Virginia 20175

14.11. *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between Franchisee and the County. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

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

14.13. *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 Franchise. 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 Franchisee and the County.

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

14.15. *Waivers:* The County and the Franchisee recognize and agree that the Franchisee is a Title II provider pursuant to the Communications Act and that, due to the nature of the Franchisee's FTTP Network and the evolving competitive environment, certain provisions of the Cable Ordinance are not applicable to the Franchisee or are better addressed by the terms of this Agreement. Therefore, in addition to waivers of the Cable Ordinance pursuant to Section 2.9.1 of this Agreement, under the authority of Section 805.17 of the Cable Ordinance, the County specifically waives for the term of this Agreement the application of the obligations, requirements, and rights addressed in the following provisions of the Cable Ordinance: 805.0S(a)-(c); 805.05(k); 805.06(g); 805.07(a)-(i); 805.08(a)-(n); 805.09(e)-(h); 805.10(a); 805.10(c); 805.10(d); 805.11 (c); 805.1 l(t); 805.1 l(g); and, 805.16(b)-G).

14.16. *Rate Regulation:* The County acknowledges that the Franchisee is, at the time of Effective Date, not subject to the rate regulation provisions of Section 805.12 of the Cable Ordinance.


14.17. *FTTP Network Prohibition:* Under no circumstances including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall Franchisee or its assignees be required to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, any spectrum capacity used for Cable Service or otherwise, to the County or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title YI or PEG requirements set out in this Agreement.

14.18. *Counterparts:* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

SIGNATURE PAGE FOLLOWS

AGREED TO THIS 1-11-2023, 2023.

Loudoun County

By: 
Tim Hemstreet
County Administrator

APPROVED AS TO FORM:

Verizc 
By:
Kwame Trotman
Regional President - Consumer & Mass Business Markets

W

EXHIBITS

Exhibit A: Service Area

Exhibit B: County Buildings to be Provided Free Cable Service

Exhibit C: PEG Channels

Exhibit D: PEG Origination Points

Exhibit E: Customer Service Standards

EXHIBIT B

COUNTY BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

COUNTY BUILDINGS TO BE PROVIDED FREE CABLE SERVICE			
Department	Address	City	Zip Code
Sheriffs Office	46620 E FREDERICK DR	STERLING	20164
Thomas Balch Library	208 W MARKET ST	LEESBURG	20176
Leesburg Volunteer Fire Company Station 20	61 PLAZA ST NE	LEESBURG	20176
Leesburg Volunteer Fire Company Station 601	215 LOUDOUN ST SW	LEESBURG	20175
Sterling Park Station Fire 11 & Rescue 15	104 COMMERCE ST	STERLING	20164
Sterling Community Center	120 ENTERPRISE ST	STERLING	20164
	Additional County Sites		
Department	Address	City	Zip Code
Sterling Community Center	150 Enterprise Street	STERLING	20164
Leesburg Senior Center	102 North St.	LEESBURG	20176
Juvenile Court Service Unit	45201 Research Place	ASHBURN	20147
Commissioner of the Revenue	106 Catoctin SE	LEESBURG	20175
Sheriff's Office	20272 Savin Hill Dr	ASHBURN	20147
Sheriff's Office	47 W Loudoun Street	ROUND HILL	20175
Gum Spring Library	24600 Millstream Drive	STONE RIDGE	20105
Fire Marshall - Fire & Rescue	23675 Belmont Ridge Road	ASHBURN	20148
FIRE STATION 622	19485 Sandrige Way	LEESBURG	20176
FIRE STATION 623	43496 Moorefield Blvd	ASHBURN	20148
FIRE STATION 627	41380 Gardenia Drive	ALDIE	20105
Fire Station 10	42429 Lucketts Rd	LEESBURG	20176
Economic Development	43777 Central Station Drive	ASHBURN	20147
Parks, Recreation, & Community Services	742 Miller Drive	LEESBURG	20175
Parks, Recreation, & Community Services	102 North St.	LEESBURG	20176
Sheriff's Office - Range	41450 Shreve Mill Rd	LEESBURG	20175

Cable Service to the "Additional County Sites" to be activated within 180 days after the Effective Date.

EXHIBITC

PEG CHANNELS

The Franchisee shall carry the following PEG Channels in accordance with the terms of this Agreement:

County Government Channel:	SD Channel 40 / HD Channel 2140
Town Government Channel:	SD Channel 35 / HD Channel 2135
Loudoun County Public Schools Channel:	SD Channel 43 / HD Channel 2143
Higher Education Channel (George Mason Univ.):	SD Channel 18 / HD Channel 2118

EXHIBIT D

PEG ORIGINATION POINTS

Loudoun County Government - PEG Point of Origin

Board of Supervisors Meeting Chamber
1 Harrison Street, Leesburg, VA 20175

Loudoun County Public Schools - PEG Point of Origin

Government Center
1 Harrison Street, Leesburg, VA 20175

Leesburg Town Government Center - PEG Point of Origin

Leesburg Town Government Center
25 West Market Street, Leesburg, VA 20177

EXHIBIT E

CUSTOMER SERVICE STANDARDS

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

SECTION 1: DEFINITIONS

A. Customer Service Center or Local Office: In full satisfaction of all of the requirements and obligations of Sections 805.09(e) of the Cable Ordinance, and as used in 47 C.F.R. § 76.309(c)(I)(v), means that the Franchisee is providing for the pick up or drop off of equipment in one or more of the following manners: (i) by having a Franchisee representative going to the Subscriber's residence; (ii) by using a mailer; or, (iii) by establishing a local business office in the County, and is providing for the making of payments in one or more of the following manners: (i) on-line; (ii) by mail; (iii) bill payment locations located in the County; or, (iv) by establishing a local business office in the County.

B. Respond: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and commencing efforts to address the problem.

C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the County and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries during Normal Business the Franchisee's regular business hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained company representative on the next business day.

8. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local

telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

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

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

F. Upon written request from the County, but in no event more than once a quarter thirty (30) days following the end of each quarter, the Franchisee 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 Verizon 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 written request.

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

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

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

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

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

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

D. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour scheduled time block during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

E. Under Normal Operating Conditions, the Franchisee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the Franchisee representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer shall be contacted. The appointment shall be rescheduled, as necessary, at a time which is reasonably convenient for the customer.

F. Between the time a new customer is signed up for service and the time service is installed, he or she shall be afforded a right of rescission.

G. The Franchisee shall have a Customer Service Office or Local Office as defined in these Customer Service Standards.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage conducted by the Franchisee 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 Franchisee may schedule such a planned 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 fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt service and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.

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

C. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area and shall diligently pursue to completion.

(2) The Franchisee must 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 and shall diligently pursue to completion.

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

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

F. The Franchisee shall provide the County with a report upon written request from the County, but in no event more than once a quarter, within thirty (30) days following the end of each calendar quarter, noting the percentage of Service Calls completed within the seventy-two (72) hour period not including Service Calls where the Subscriber was reasonably unavailable for a Service Call within the seventy-two (72) hour period as set forth in this Section. Subject to consumer privacy requirements, underlying activity will be made available to the County for review upon reasonable written request.

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

H. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all I 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 Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement issued within sixty (60) days after the date for which the credit is due.

J. With respect to service issues concerning Cable Services provided to the County facilities, the Franchisee shall respond to all inquiries from the County within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the County in writing as to the reason(s) for the delay and provide an estimated time of repair.

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

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the County within seventy-two (72) hours of receipt. The Franchisee shall notify the County of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The County may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of mailing of bills.

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

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

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and
- (4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

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

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

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

G. The County hereby requests that the Franchisee omit the County's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

SECTION 7: REFUND_S_ AND CREDITS

A. 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).

B. 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.

SECTION 8: RATES, FEES, AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's 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 the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

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

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination at least ten (10) days prior to the proposed final termination. The notice shall be provided to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

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

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

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or

subcontractors shall be clearly identified as such to the public. Specifically, the Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

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

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

(I) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;

(2) A separate electronic notification;

(3) A separate on-screen notification; or

(4) Any other reasonable written means.

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

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

(I) Products and Cable Services 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 Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

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

(5) Complaint procedures, including the name, address, and telephone number of the County, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

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

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

A copy of notices required in this Subsection I O.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 significant change that is within the control of Franchisee and as soon as possible if not with the control of Franchisee.

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

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

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