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CONTRACT
NO. 12-14-M-141284-0600
AMENDMENT NO. 01
This number must appear on all invoices, correspondence and documents pertaining to this contract.

CABLE TELEVISION NONEXCLUSIVE LICENSE RENEWAL AGREEMENT

Mediacom Arizona, L.L.C.

This nonexclusive license renewal agreement ("the Agreement") is entered into by and between Pima County ("the County"), a political subdivision of the State of Arizona, and Mediacom Arizona, L.L.C., a Delaware corporation doing business as Mediacom ("the Licensee").

RECITALS

A. The Licensee has applied for the renewal of the Licensee's existing non-exclusive license to construct, install, maintain, and operate a Cable System (as defined below) within the public right of way in specified portions of unincorporated Pima County.

B. The County has determined that, subject to the terms and conditions set forth herein, renewal of the Licensee's existing license is in the best interests of the public.

C. The County has conducted a public hearing, affording the public notice and the opportunity to comment on the Agreement as provided in Arizona Revised Statutes Annotated ("A.R.S.") section 9-507(B).

DEFINITIONS

For purposes of this Agreement, any words or phrases used shall have the same meaning given in the Cable Act or the Cable Ordinance (both as defined below), except that the following words, phrases, terms, and their derivatives shall have the following meanings:

Cable Act. Title VI of the Communications Act of 1934, enacted as the Cable Communications Policy Act of 1984, and as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, and as may be amended further from time to time.

Cable Ordinance. Pima County Ordinance number 1997-17, as codified in Pima County Code Title V, Chapter 5.04, and as may be amended from time to time.

Cable Service. The transmission of video and/or other programming service, together with such interaction by the recipients or users thereof, if any, as is required for the selection or use of such service.

Cable System. Facilities consisting of a set of closed transmission paths and associated signal-generation, -reception and -control equipment that are designed to provide Cable Service to multiple Customers (as defined below). A Cable System does not include a facility that serves fewer than fifty Customers, a facility that serves Customers without using any public street, road, or alley, a facility that serves only to retransmit the television signals of one or more television

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broadcast stations, a facility of a common carrier that is subject, in whole or in part, to 47 United States Code ("U.S.C.") sections 201 through 276 (except that the facility is considered a Cable System, other than for purposes of 47 U.S.C. section 541(c), to the extent the facility is used in the transmission of video programming directly to Customers, unless the extent of that use is solely to provide interactive on-demand services), an open video system that complies with 47 U.S.C. section 573, or a facility of an electric utility that is used solely for operating its electric utility system.

Contract Year. July 1 through June 30.

Customer. A person or entity who lawfully and with the owner's permission receives Cable Service through the use of a Cable System.

Effective Date. July 1, 2010 through June 30, 2015

Fiber Node. A basic structural point of electronic and physical transition on the Cable System from fiber optic cable to coaxial cable.

FCC. The Federal Communications Commission or the successor governmental entity thereto.

Gross Revenues. All cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half percent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries, or parent, or by any person, firm, or corporation in which the Licensee has a financial interest or that has a financial interest in the Licensee and that is derived from the Licensee's operation of a Cable System to provide Cable Service in the Service Area (as defined below). Gross Revenues also include all revenue received by the Licensee from charges for Cable Service provided in the Service Area, irrespective of whether any part of the facility or facilities from which such Cable Service originates or is generated lies within the Service Area, and all charges for the installation, removal, connection, or reinstatement of any equipment necessary for a Customer to receive Cable Service in the Service Area, and any other receipts from Customers derived by the Licensee from operating its Cable System in the Service Area, including receipts from forfeited deposits, the sale or rental of equipment, late charges, interest, and the sale of program guides. Gross Revenues further include all income the Licensee receives from the lease of its Cable System located in the public streets, roads, and alleys in the Service Area, unless services that the lessee in such transaction provides over the Licensee's Cable System are subject to a transaction privilege tax levied by the County. Gross Revenues do not include revenues from commercial advertising on the Licensee's Cable System, the use or lease of any studio facilities that may be part of the Licensee's Cable System, the use or lease of leased access channels or bandwidth, the production of video programming by the Licensee, the sale, exchange, use, or cablecast of any programming by the Licensee in the Service Area, sales to Customers by programmers of home-shopping services, reimbursements paid by programmers for launch fees or marketing expenses, license fees, taxes or other fees or charges that the Licensee collects and pays to any governmental entity, any increases in the value of any stock, security, or asset, or any dividends or other distributions made in respect of any stock or securities.

Person. Any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but not including the County or any other governmental entity or subdivision.

Service Area. All of the unincorporated lands lying within the area generally known as Ajo, Arizona.

Technically Feasible Point of Connection. A point on a Cable System, including "trunk" or "feeder" cable, owned or operated by the Licensee where, consistent with the Licensee's overall system design, the Licensee may insert a device that splits off a portion of the signal in order to extend the Cable System so as to provide Cable Service as required under this Agreement.

TERMS

I. Grant of Authority. The County hereby grants to the Licensee, subject to the terms and conditions of this Agreement and applicable law, the non-exclusive right, privilege, and authority to construct, operate, maintain, and repair a Cable System (and only a Cable System as defined above) within the public right of way lying within the Service Area, -- including County-owned alleys, roads, easements, and other County-owned property primarily dedicated to, designed for, or actually and customarily used for vehicular or pedestrian travel, or any easement the Licensee is authorized to use by federal law, but not including parking areas or other County-owned real estate used primarily for purposes other than vehicular or pedestrian travel (except as may be permitted by the County, as determined by the County on a case-by-case basis) -- in order to provide Cable Service. Nothing in this Agreement shall be construed to prohibit the Licensee from offering any service over its Cable System that is not prohibited by federal or state law, subject to any lawful licensing or other restrictions or conditions that the County might impose upon such service.

II. Relationship with Applicable Law.

A. Incorporation of Terms of Cable Ordinance. Except as modified herein, the terms and provisions, whether express or implied, of the Cable Ordinance hereby are incorporated into this Agreement, and the Licensee hereby expressly and specifically accepts and agrees to be bound by any and all terms of the Cable Ordinance as it exists on the Effective Date.

B. Other Ordinances. This Agreement and the provisions thereof, including but not limited to the provisions of Paragraphs XXIV through XXXII, shall be subject and subordinate to all lawful County ordinances of general applicability now in force or hereafter adopted, including all ordinances relating to the use of the public right of way by utilities. The Licensee agrees that it will not assert any claim against the County that the provisions of this Agreement or any applicable County ordinance or regulation in force at the time of execution of this License are unreasonable, arbitrary, or void.

C. State and Federal Law to Control. Notwithstanding Subparagraphs (A) or (B), or any other provision of this Agreement, the provisions of this Agreement shall be subject to applicable federal law, including but not limited to the Cable Act and the rules, regulations, and orders of the FCC, and also shall be subject to state law not in conflict with such federal law. In the event of any conflict between the provisions of this Agreement and such state or federal law, the provisions of such state or federal law shall prevail.

III. Term; Prior License.

A. Renewed License. The renewal license as granted by this Agreement shall remain in effect from the Effective Date through June 5, 2015, unless otherwise terminated pursuant to the terms of the Agreement.

B. Prior License. The parties agree that the terms of the Licensee's existing non-exclusive license to construct, install, maintain, and operate a Cable System in the County shall be deemed to expire immediately before the Effective Date.

IV. License for Cable Service Only. This Agreement authorizes the Licensee to provide Cable Service only; it shall not be interpreted as preventing the County's imposition of separate and/or additional conditions upon the Licensee's use of the public right of way to provide services other than, or in addition to, Cable Service. For example (and not by way of limitation), and notwithstanding any other provision of this Agreement, the County may impose separate and/or additional conditions upon the Licensee's use of the public right of way to provide telecommunications services as defined in A.R.S. section 9-581, or to provide commercial mobile radio, cellular-telephone, or cellular-broadband services, to the extent the County is permitted by law to impose such conditions.

V. Limited Scope of Agreement.

A. Limited Rights Granted to Licensee. This License is intended to convey limited rights and interests only as to those portions of the public right of way in which the County has an actual interest. It is not a warranty of title or interest in the public right of way, it does not provide the Licensee any interest, vested or otherwise, in any particular location within the public right of way, and it does not confer rights other than as expressly provided in this Agreement.

B. Terms Not Applicable to Certain After-Acquired Cable Systems. Except upon the mutual agreement of the County and the Licensee, or as otherwise provided by applicable law, the terms of this Agreement shall not apply to any Cable System that the Licensee acquires from a third party after the Effective Date, if that other Cable System already is subject to a license or franchise from the County, in which case that existing license or franchise agreement will continue in effect until the expiration of its term. If such after-acquired system is not subject already to a license or franchise from the County, then it shall be subject to the terms of this Agreement unless the parties otherwise agree.

VI. License Not Exclusive. The Licensee's right to use and occupy the public right of way pursuant to this Agreement is not exclusive and does not explicitly or implicitly preclude the issuance of other licenses to construct, operate, maintain, or repair Cable Systems, or affect the County's right to authorize the use of the public right of way or other property by other Persons as the County determines appropriate, or affect the County's right to provide, or to permit any other governmental entity to provide, Cable Service.

VII. Superior Rights. The rights of the County in and to the use of the public right of way located within Pima County are and forever shall be paramount and superior to the rights of the Licensee.

VIII. Licensing of Other Persons.

A. Equivalent Licensing Provisions. Notwithstanding the provisions of Paragraph VI, and subject to Subparagraphs (B) through (D) of this Paragraph VIII, in the event that the County authorizes or permits any Person other than the Licensee to construct, operate, maintain, and repair a Cable System within the public right of way, it shall do so pursuant to a license (or license renewal agreement) with such other Person, the material provisions of which shall be comparable to those contained in this Agreement.

B. Exceptions. Subparagraph (A) shall not apply with respect to --

1. an agreement with a Person who constructs, operates, maintains, and repairs a Cable System in order to provide Cable Service to a limited, specific location where --

   a. the Licensee is not providing Cable Service from or through the use of its Cable System as of the date such Person's application for a license is submitted to the County,

   b. the Person can show that a written request was made by him, by the County, or by any Person residing or doing business in Pima County, to the Licensee, requesting that the Licensee commence providing such services to that location,

   c. the aforementioned written request described the location with particularity, either by service address or addresses, or by geographical boundaries (including but not limited to the legal description of a platted subdivision), and

   d. the aforementioned written request was made more than 180 days prior to the date such Person's application for a license is submitted to the County,

2. any valid license in effect on the Effective Date, during the current term thereof, whereby a Person other than the Licensee is authorized to provide Cable Service, or

3. any case where the County lacks clear legal authority to impose such terms and conditions on the other Person, including but not limited to any license or license renewal that differs from this Agreement in its material provisions due to a change in applicable law occurring after the Effective Date.

C. Remedy. The Licensee's sole remedy for a violation of Subparagraph (A) shall be to seek injunctive or declaratory relief to prevent the construction, operation, maintenance, and repair of a Cable System, or the provision of Cable Service, by a Person under circumstances that would violate Subparagraph (A); the County shall not be required to commence or prosecute any litigation to secure the Licensee's rights under Subparagraph (A).

D. Indemnification. In addition to the provisions of Paragraph XXXIII, the Licensee shall indemnify the County and its officers, employees, and agents from and against any claims made against the County, including but not limited to claims for breach of contract or tortious interference with contractual relations, by any Person as a result of, or by reason of, the County's compliance with or enforcement of Subparagraph (A) or the Licensee's seeking relief under Subparagraph (C).

IX. Licensee to Bear Its Own Costs. Unless otherwise expressly provided in this Agreement, all acts that the Licensee is required to perform must be performed at the Licensee's own expense.

X. License Fees.

A. Fee on Gross Revenues. The Licensee shall pay the County an amount equal to the greater of --

1. five percent (5%) of its Gross Revenues (less any legally permitted offsets or credits), or

2. such maximum license fee (less any legally permitted offsets or credits) as the County would be permitted under applicable law to charge a Cable System licensee pursuant to any license to provide Cable Service or to construct, operate, maintain, and repair a Cable System in the public right of way granted, extended, or renewed after the Effective Date.

B. Calculation and Payment Schedule. The license fee payable under Subparagraph (A) shall be paid in quarterly installments; the Licensee's Gross Revenues, and the fee payable thereupon under Subparagraph (A), for each calendar quarter shall

be calculated at the end of such calendar quarter, and the fee shall be paid, without demand, no later than forty-five days after the end of that calendar quarter.

C. Late-Payment Interest. In the event that a license fee payment under Subparagraphs (A) and (B) is not received by the County on or before the due date, or is underpaid, the Licensee shall pay, in addition to the payment due, interest on the unpaid amount from the due date at the annual rate specified in A.R.S. section 44-1201(A).

D. No Accord or Satisfaction. No acceptance by the County of any payment shall be construed as a release or as an accord and satisfaction of any claim the County may have for further or additional sums payable under this Agreement, or for the performance of any other obligation by the Licensee under this Agreement or applicable law.

E. Right-of-Way Permit Fees. The Licensee shall be liable, without offset against any license fee due pursuant to Subparagraph (A), for any permit fee or other fee charged by the County for use of or work in, or for damage caused to, the public right of way, to the extent such fees are permitted by A.R.S. section 9-506.

F. Financial Reports Required. Each license-fee payment shall be accompanied by a full and complete financial report, in the format shown on Exhibit A hereto, showing in detail the Gross Revenues and other revenues of the Licensee for the period corresponding to that payment. Submission of the Excluded Revenues listed in Exhibit A as part of quarterly and annual reports required under this paragraph shall be voluntary and at the discretion of Licensee. Together with the last such report for each Contract Year, the Licensee shall provide a separate full and complete financial report, also in the format shown on Exhibit A, showing in detail the Gross Revenues of the Licensee for that Contract Year. This yearly financial report shall be certified as correct by an officer of the Licensee.

G. License Fees Subject to Audit.

1. Upon reasonable prior written notice, during normal business hours at the Licensee's principal local business office, the County may inspect the Licensee's financial records used to calculate the license fee for any calendar quarter ending within twenty-four months prior to the giving of such written notice.

2. In the event of an alleged underpayment discovered through any such audit by the County or otherwise, the County shall provide the Licensee with a report setting forth the County's findings in detail, including any and all substantiating documentation. The Licensee then shall have thirty calendar days from the receipt of the report to provide the County with a written response agreeing to or refuting the County's findings, together

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with any substantiating documentation. Based on these reports and responses, the parties shall agree upon the amount of underpayment, if any. Such underpayment, together with all applicable late-payment interest as provided for in Subparagraph (C), shall be paid to the County within thirty calendar days of the parties' agreement as to the amount. If the parties cannot agree on such an amount, either party may bring an action to have the disputed amount determined by a court of law.

3. The County shall bear the costs of any audit conducted pursuant to Subparagraphs (G)(1) and (G)(2), unless the results of such audit show an underpayment in excess of one percent of the total amount owed for that quarter, in which case the Licensee shall be liable to the County for the costs of the audit in addition to the underpayment, all applicable late-payment interest as provided for in Subparagraph (C), and any other costs incurred by the County in establishing and collecting the amount of the underpayment.

4. Licensee shall have the right, unless prohibited by law, to pass through to customers any franchise fees not previously collected from customers that are paid to the County as a result of audit findings.

H. License Fees Not in Lieu of Other Assessments, Taxes, or Fees. The license fee payable under Subparagraph (A) is in addition to all other fees, assessments, taxes, or payments that the Licensee may be required to pay under applicable law.

I. Payment on Termination. If this Agreement is terminated for any reason, the Licensee shall pay the County a *pro-rata* share of the license fee due under Subparagraph (A) based on the number of full months the Licensee provided Cable Service in the Service Area during the calendar quarter in which the license terminates, accompanied by a statement as described in Subparagraph (F).

J. Disputes over Revenue Records. If a dispute arises as to whether a particular item of revenue is within the scope of the term "Gross Revenues," and the Licensee withholds revenue records on the ground that such revenues are not Gross Revenues, the Licensee agrees that it will provide a certified statement describing the nature of the revenues contained in the withheld records, and further agrees to pay all costs, including attorneys' fees, that the County incurs in obtaining access to the original records should it ultimately be established that the revenues in question do constitute part of the Licensee's Gross Revenues.

XI. Non-Discrimination.

A. Economic Discrimination in the Provision of Service. The Licensee shall not discriminate or permit discrimination between or among Persons with respect to the provision of Cable Service or other goods or services in the Service Area, or the fees charged therefor, on the basis of any Person's level of income, or the

average or mean income of the Persons residing in any particular area or neighborhood. It shall be the right of any Person to receive or purchase any good or service offered by the Licensee in the Service Area, so long as such Person's financial and other contractual obligations to the Licensee are satisfied. However, nothing herein shall prohibit the Licensee from offering bulk discounts, temporary, *bona-fide* promotional discounts, or package discounts, or from employing other such pricing strategies as part of its business practice. In any case, the Licensee shall remain liable for the payment of license fees under Paragraph X(A).

B. Other Discrimination. The provisions of A.R.S. section 41-1463 and Executive Order 75-5, issued by the Governor of the State of Arizona, as amended by Executive Order 2009-09 and superseding Executive Order 99-4, are incorporated by this reference as a part of this Agreement as if set forth in full herein.

C. Americans with Disabilities Act. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. sections 12101-12213) and all applicable federal regulations under that Act, including 28 Code of Federal Regulations parts 35 and 36.

XII. Regulation of Rates and Charges. The County may regulate the Licensee's rates and charges for services covered by this Agreement to the maximum extent permitted by law applicable at the time such regulation is imposed by the County, irrespective of whether such regulation is or was permissible on the Effective Date.

XIII. Notices to County and Customers.

A. Notices to Customers.

1. The Licensee shall provide written information on each of the following areas at the time of installation of service, at least annually to each of its Customers, and at any time upon a Customer's request: products and services offered by the Licensee, prices and options for the Licensee's programming services, conditions of subscription to the Licensee' programming and other services, the Licensee's installation and service-maintenance policies, how to use the Licensee's services, channel positions of programming carried on the Licensee's Cable System, and billing and complaint procedures, including the address and telephone number of the County's cable office.

2. The Licensee shall advise its Customers of the procedures for resolving complaints about the quality of the television signal delivered by the Licensee, including the address of the responsible County officer.

3. The Licensee shall notify its Customers in writing of any changes in the rates charged for services or equipment, in the programming services

provided, or in channel positioning as soon as possible, and in no event less than thirty days in advance of such changes.

4. The Licensee shall notify its Customers at least thirty days in advance of any significant changes in the information required by Subparagraphs (A)(1) or (A)(2) of this Paragraph XIII.

5. In addition to the telephone number of the County's cable office and any other information required by law, the Licensee shall include the following text on any billing statement sent to a Customer in the Service Area: "You can view the license at www.Pima.gov/CATV." The County shall be responsible for establishing and maintaining the website referenced by, and for timely informing the Licensee of any change in, the foregoing URL address. When the County notifies the Licensee that this Agreement is posted at and can be viewed at the foregoing URL address, the Licensee shall add the text to its monthly statements to Customers within forty-five days. The foregoing text shall appear in the area of the Customer's monthly bill in which the Licensee inserts text in compliance with other laws.

B. Notices to County. The Licensee shall give the County no less than thirty days' prior written notice of any changes in the rates charged for services or equipment, in the programming services provided, or in channel positioning. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (*e.g.*, inflation, changes in external costs, the addition or deletion of channels, *etc.*). When the change involves the addition or deletion of channels, each channel added or deleted must be identified separately.

XIV. Broad Categories of Programming. The Licensee shall make available a broad range of commercial and noncommercial television programming from the following categories: local broadcast programming, non-broadcast arts and cultural programming, non-broadcast educational and informational programming, non-broadcast children's programming, and non-broadcast sports programming.

XV. Extension of Service.

A. Extension of Service Required. Subject to Paragraph XXIII(A), upon written request, and unless the County extends the deadline for good cause (as determined by the County in its sole discretion) upon the Licensee's request, the Licensee shall extend its Cable System so as to provide Cable Service at the standard rates charged by the Licensee to its Customers within the Service Area --

1. within sixty calendar days to any residence, service address, public school, or County-owned or -occupied building in the Service Area that is within a 300-foot radius of the nearest Technically Feasible Point of Connection,

irrespective of whether that Technically Feasible Point of Connection is on a Cable System that lies or originates within the Service Area,

2. within 180 calendar days to any residence, service address, public school, or County-owned or -occupied building in the Service Area that does meet the requirements of Subparagraph (A)(1), above, but which lies within a platted subdivision or development, the density of which subdivision or development is at least twenty-five existing homes per street mile, as measured from the nearest Technically Feasible Point of Connection, irrespective of whether that Technically Feasible Point of Connection is on a Cable System that lies or originates within the Service Area.

B. Cost of Compliance. Subject to Paragraph XXIII(A), nothing in Subparagraph (A) shall be construed to limit the Licensee's right to impose a one-time charge as set forth in section 5.04.110(E) of the Cable Ordinance. However, --

1. the Licensee is required to use good faith in determining the necessary length of the drop line to any residence, service address, public school, or County-owned or -occupied building and to act in good faith to minimize that length, and

2. the Licensee shall bear the costs, without right to offset or other credit, of constructing or extending its trunk or distribution cable and/or other infrastructure to and through the subdivision or development in question in order to comply with the requirements of Subparagraph (A)(2); section 5.04.110(E) of the Cable Ordinance shall not apply to such costs of constructing or extending the trunk or distribution cable and/or other infrastructure, and the Licensee may not charge the County or any other Person therefor.

C. Exceptions. The requirements of Subparagraph (A) shall not apply with respect to any residence, service address, public school, or government building where --

1. another Person, within the applicable time period set forth in Subparagraphs (A)(1) or (A)(2), begins to provide Cable Service,

2. the Licensee would be required to obtain a private easement in order to comply,

3. another Person is required by applicable zoning regulation or ordinance, or by other applicable federal, state, or local law or ordinance to ensure that Cable Service is provided, or

4. the Licensee can show by clear and convincing evidence, the sufficiency of which shall be determined by the County in its sole discretion, that

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compliance with Subparagraph (A) would cause the Licensee an undue economic hardship.

XVI. Customer and Consumer Rights.

A. Highest Standards to Apply. The Licensee shall abide by the highest standards of customer service and consumer protection set by such federal and/or state laws as may be applicable at any time during the term of this Agreement.

B. Customer Equipment. Subject to FCC rules on inside wiring and equipment, and to such reasonable provisions as the Licensee may impose for the purposes of preventing signal and/or service theft, and of maintaining the quality and integrity of its Cable System and the services provided through the operation thereof, each Customer of the Licensee (including the County and any other governmental entity entitled to service pursuant to Paragraph XXIII or otherwise) shall have the right --

1. to attach devices to the Licensee's Cable System for the purpose of retransmitting video, Internet, and other signals or services within the Customer's premises,

2. to use the Customer's own remote-control devices, converters, signal splitters, and other similar equipment,

3. to be provided at no cost, where possible, with information by the Licensee as necessary to assist the Customer in installing and adjusting such devices as are described in Subparagraphs (B)(1) and (B)(2) in such manner as will enable the Customer to utilize those devices with the Licensee's Cable System, and

4. to install, retain, and maintain in place, any legal antenna or antenna switch, and the Licensee shall not, as a condition of providing Cable Service, require a Customer to remove or refrain from installing any such antenna or antenna switch.

C. Customer Privacy. The Licensee shall observe and protect strictly the privacy and property rights of its Customers, including those rights established by federal law and regulation. This shall include, but not be limited to --

1. not revealing any individual's preferences of any kind, including viewing habits, political, social, or economic philosophies, beliefs, creeds, religions, names, addresses, or telephone numbers, to any Person, governmental entity, police department, or investigating agency, except as required by law or court order, or as authorized voluntarily by that individual, and the Licensee may not require the granting of such

authorization as a condition of providing services to that or any other Person,

2. not permitting the transmission of any signal that the Customer does not initiate or request, including "polling" or monitoring of channel selection, from any Person's premises in the absence of prior written permission from that Person, with the exception of such signals as are useful only for the control or measurement in the aggregate of the performance of the Licensee's Cable System,

3. not installing any equipment in or on private property in the absence of a request therefor by the owner of that property, and

4. not permitting any subliminal transmission at any time for any purpose.

D. Quality of Workmanship. The installation by the Licensee of any equipment on any Customer's property shall be done according to the highest standards of workmanship, as well as according to any applicable regulation or ordinance (including, with respect to County property, Design Standard 16719 (Voice & Data Communication Cabling) promulgated by the Pima County Facilities Management Department, as may be amended from time to time).

E. Refunds.

1. If the Licensee collects a deposit or advance charge on any service or equipment requested by a Customer, the Licensee either shall provide such service or equipment within thirty calendar days of the collection of the deposit or charge or shall refund such deposit or charge within five days upon the Customer's request. The Licensee shall advise each of its Customers of this right of refund at any time an order for equipment or service is placed.

2. If a Customer of the Licensee terminates any monthly service during the first ninety days of said service because of the failure of the Licensee, as documented by complaints or service-call requests made by the Customer, to render satisfactory service in terms of signal quality in accordance with the standards set forth in this Agreement, the Licensee shall refund the installation or reconnection charges that were paid by the Customer for such service.

3. In the event that a Customer makes a payment in advance for services covered by this Agreement, the appropriate *pro-rata* portion of said payment shall be refunded by the Licensee upon termination of the Customer's service.

4. In addition to the foregoing, Customers shall be entitled to refunds as provided in Paragraph XVIII(A).

F. Disconnection.

1. The Licensee shall levy no charge for the disconnection or removal of any service or equipment unless such charge was disclosed to the Customer at the time such service or equipment was initiated or installed. Where the Licensee improperly has discontinued service to a Customer, the Licensee shall provide free reconnection of service to that Customer.

2. Any equipment other than inside wiring shall be removed from private property promptly upon request by the owner or person with legal control of such property, and in no event more than thirty calendar days after such request. This provision does not apply to equipment located in the public right of way or easements.

3. If any Customer of the Licensee fails to pay an appropriate fee or other charge, the Licensee may disconnect the Customer's service. However, such disconnection shall not be effected less than thirty calendar days after the due date of such fee or charge, and not less than ten calendar days after prior written notice to the Customer of the Licensee's intent to disconnect the service. After such disconnection, the Licensee shall reinstate service promptly upon the Customer's payment in full of all proper fees and charges, including any reconnection charge.

XVII. Consistency of Services. Except in the limited circumstances set forth in Paragraph XI, or in situations where the Licensee has connected to a Technically Feasible Point of Connection on a Cable System lying outside the Service Area in order to comply with either Paragraph XV(A) or Paragraph XXIII(A), beginning not later than July 1, 2009, the Licensee shall make available the same channels, the same channel alignment, the same pricing and charges, and the same "packages" or groupings of services to each Customer throughout the Service Area.

XVIII. Minimum Service Requirements.

A. Reliable, Uninterrupted Service. The Licensee must provide reliable service, and may interrupt service on its Cable System only for good cause and for the shortest time possible. The Licensee must give prior notice to affected Customers and the County of any anticipated service interruption except in emergency situations or when the service interruption is required for system maintenance with a maximum duration of one hour during the hours of 6:00 a.m. until 12:00 midnight, or four hours during the hours of 12:00 midnight until 6:00 a.m.

1. Except for authorized and scheduled interruptions as set forth above, in the event of an aggregate of more than two hours of service interruptions or outages within any twenty-four hour period, any Customer that calls and

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reports the interruption or outage or that requests a refund shall be entitled to a refund or credit -- according to the Customer's preference -- of an amount equal to one full day's worth of any monthly fees paid to the Licensee.

2. Except for authorized and scheduled interruptions as set forth above, in the event of an aggregate of more than six hours of service interruptions or outages within any seventy-two hour period, any Customer that calls and reports the interruption or outage or that requests a refund shall be entitled to a refund or credit -- according to the Customer's preference -- of an amount equal to twenty-five percent of any monthly fees paid to the Licensee.

3. Except for authorized and scheduled interruptions as set forth above, in the event of an aggregate of more than eight hours of service interruptions or outages within any thirty-day period, any Customer that calls and reports the interruption or outage or that requests a refund shall be entitled to a refund or credit -- according to the Customer's preference -- of an amount equal to one full month's worth of any monthly fees paid to the Licensee.

B. Minimum Number of Video Channels. The Licensee must provide at least eighty-five channels of video programming.

C. Leased Access Channels. The Licensee must provide leased access channels as provided by federal law.

D. Fiber Nodes. Beginning not later than June 6, 2010, the average number of homes passed per Fiber Node shall be less than 800.

E. Standby Power. The Licensee must provide "backup" or "standby" power at its headend facility such as is necessary for the Licensee to continue operating its Cable System without interruption or reduction of services for six continuous hours in the event of a power outage. Upon request, the Licensee also shall provide the County with a copy of the results of any proof-of-performance testing of its backup power systems that are reported to the FCC, and shall do so promptly after such results are reported to the FCC.

F. Efficient Servicing. The Licensee must exercise good faith in providing efficient servicing of and prompt repairs to its Cable System.

G. Adequate Signal Strength. The Licensee must provide a signal of adequate strength and quality, as defined by the standards set by the FCC, to each Customer, as demonstrable by instruments or otherwise.

XIX. Service Centers. For purposes of customer service and customer complaint procedure, licensee shall maintain a local business office open during normal business hours with a listed

local or toll-free telephone number and employ a sufficient number of telephone lines to allow reasonable access by subscribers and members of the public. When the business office is closed, an answering machine or service capable of receiving service complaints and inquiries shall be employed.

XX. Emergency Alert System. The Licensee's Cable System shall be installed and operated with an emergency alert system in compliance with the rules of the FCC and the State of Arizona Emergency Alert System Operation Plan ("the State Plan"), as amended from time to time. The Licensee's Cable System further shall be configured such that, in the event of a local emergency as reasonably determined by the County, the County shall be able to interrupt, to the extent not prohibited by FCC regulations or the State Plan, all audio and video signals distributed over the Licensee's Cable System in order to deliver necessary information. This emergency override system will be operated in accordance with rules and regulations established by the State Plan as permitted by applicable law and amended from time to time. The County shall coordinate any testing of the emergency alert system with the Office of Emergency Management for Pima County in order that any such testing is conducted at the same time as any testing done by the Office of the Emergency Management for Pima County.

XXI. Interconnection.

A. Interconnection Required. Upon the County's written request, the Licensee shall interconnect its Cable System with any other willing cable system for the purpose of exchanging public, educational, and governmental programming with the interconnected system, irrespective of whether the interconnected system originates or lies within the Service Area. For purposes of this Paragraph XXI, a "willing cable system" means a Cable System owned or operated in or adjacent to Pima County by a Person or governmental entity that is willing to interconnect its system with the Licensee's Cable System on fair, reasonable, and economically feasible terms.

B. Division of Costs. The owner or operator of each interconnected Cable System shall be responsible for bearing the cost of installation and operation of any facilities or equipment located within its own territory of operation, including whatever equipment or facilities are used to accomplish the interconnection.

C. Prompt Agreement Required. Upon the County's request as described in Subparagraph (A), the Licensee shall enter promptly into good-faith negotiations with the owner or operator of the other system in order to provide for completion of the interconnection, including determination of where the point of interconnection shall be located, what technical method will be used to accomplish the interconnection, what costs for the interconnection will be assessed to each party, and what the schedule for completion of the interconnection will be.

D. Licensee not Responsible for Signals Received. The Licensee will not be responsible for ensuring that the signals provided by any interconnecting Cable

System are of adequate quality, and may terminate an interconnection for any period of time during which an interconnecting system delivers signals in a manner that endangers the technical operation of the Licensee's Cable System.

E. Licensee's "PEG" Obligations Not Affected. Nothing in this Paragraph XXI alters the Licensee's obligations under Paragraph XXII(A).

XXII. Public, Educational, and Governmental Programming.

A. Public, Educational, and Governmental Channels.

1. The Licensee shall provide the County with channel capacity for two video channels to be used for public, educational, or governmental access ("PEG") programming.

2. The parties acknowledge that it is the County's policy to require, to the extent permitted by statute (including A.R.S. section 9-506) that the PEG channels be transmitted in the least expensive "package" or tier of services available from the Licensee within the Service Area. Therefore, the parties agree as follows:

   a. One of the PEG channels must be transmitted in the most inexpensive package or tier of services available from the Licensee within the Service Area (commonly referred to as "the basic service tier").

   b. The PEG channels that are not transmitted in the basic service tier must be included in the least expensive package or tier of services available from the Licensee that is in "the digital programming tier" as that term is used in A.R.S. section 9-506(D)(1).

3. Upon the County, or its designee, operating one of the two PEG channels that are transmitted in the basic service tier, one channel must be assigned to Channel 96, and that channel may not be reassigned without the County's prior written consent. The Licensee may change the channel assignment of any of the other PEG channels upon ninety calendar days' prior notice to the County.

4. The County may designate one or more Persons or governmental entities to manage the County's PEG channels and provide programming therefor to the Licensee, and the responsibilities to be assigned to such managers shall be determined by the County in its sole discretion. Before a manager changes the basic nature of the PEG access programming on a PEG channel delivered to the Licensee for transmission on the Cable System, the County shall provide the Licensee with forty-five days' advance written notice.

B. Signal Quality. The signal by which PEG programming is provided to the Licensee's Customers pursuant to Subparagraph (A) must be of adequate strength and quality as defined by the standards set by the FCC, and must have the same functionality (including latency) and identification as commercial programming provided by the Licensee to its Customers.

C. Cost of Compliance. To the fullest extent provided in A.R.S. section 9-506(D), the Licensee shall bear all capital and operating costs associated with the services to be provided pursuant to Subparagraph (A), with the exception of the actual costs of producing the PEG programming and delivering such programming to the Licensee, which costs shall be borne by the Person or entity actually producing that programming.

D. Licensee Not to Exercise Editorial Control. The County and/or its agents shall retain full editorial control over the content of any PEG programming; the Licensee may not exercise any editorial control over the content of programming provided pursuant to Subparagraph (A), except as expressly permitted by federal law. The Licensee shall have no obligation to carry PEG programming that is commercial in nature or is obscene.

E. Licensee Not Responsible for Content. The County will not hold the Licensee responsible for the content of any PEG programming, with the exception of any PEG programming produced by the Licensee.

F. Access to Facilities. The Licensee shall provide reasonable access to any equipment or facility used in the production or transmission of PEG programming in the event that the County or an agent thereof requires such access in order to effect repairs or upgrades to such equipment.

G. Promotion. The Licensee, without entitlement to offset or other credit, will identify the PEG channels, and the PEG programming available pursuant to Subparagraph (A), in any printed or electronic programming guides in the same manner in which it identifies channels and programming available on commercial channels offered on its Cable System, to the extent that the County makes such information available to the Licensee's guide service in a timely fashion and in a manner consistent with the Licensee's guide-service policies.

XXIII. Other Public Services.

A. Video Service to Public Buildings.

1. Upon request, the Licensee shall provide the most inexpensive (commonly referred to as "basic") "package" or tier of services available from the Licensee within the Service Area to each school whether or not affiliated with the County, and to each building owned and occupied by the County, including but not limited to administration buildings, schools, and

libraries, within a 300-foot radius of the nearest Technically Feasible Point of Connection , irrespective of whether that Technically Feasible Point of Connection is on a Cable System that lies or originates within the Service Area.

2. The basic services provided pursuant to Subparagraph (A)(1) shall be provided at no cost to the County, and the Licensee shall claim no right to offset or other credit therefor.

3. Installation of the facilities and equipment necessary to provide services pursuant to Subparagraph (A)(1) will be at no charge to the County, and the Licensee shall claim no right to offset or other credit therefor. However, in the event that Subparagraph (A)(1) does not apply to a particular building because of that building's location outside the 300-foot radius, the Licensee nevertheless shall supply the same basic services to the building upon the County's agreement to pay the additional costs of installing the necessary facilities and equipment beyond the 300-foot radius.

B. Existing Facilities and Equipment. To the extent that the Licensee currently owns or operates equipment or facilities used to carry out the services and obligations it currently provides, as set forth in Paragraphs XX, XXI, XXII, and XXIII(A), it will continue to provide, maintain, service, and/or replace such equipment or facilities, except as otherwise agreed by the parties.

C. Technical Assistance. The Licensee agrees to provide to the County and/or its agents, at no cost to the County and without claim to offset or other monetary credit, such technical assistance, consultation, and/or diagnostic services as reasonably are necessary to carry out the services and obligations set forth in Paragraphs XX, XXI, XXII, and XXIII(A), and to effectuate the purposes thereof.

XXIV. Regulation of the Public Right of Way.

A. Regulation and Permitting. All rights hereunder are granted under the express condition that the County shall have the power at any time to impose restrictions and limitations upon, and to make regulations as to, the Licensee's use of the public right of way as may be deemed best for the public safety or welfare. Prior to beginning any activity in the public right of way, the Licensee shall obtain all required permits from the County and any other applicable jurisdiction for such activity.

B. County Activities. This Agreement does not deprive the County of any powers, rights, or privileges it now has or may later acquire to use, perform work on, or to regulate the use of, and to control, the public right of way, including, without limitation, the right to perform work on its roadways, the public right of way, or appurtenant drainage facilities, including, but not limited to, construction,

alteration, removal, paving, widening, grading, excavation, landscaping, or beautification.

XXV. Design and Location of Facilities.

A. Work to Conform to Plans and Permit. As a condition of this Agreement, the Licensee hereby agrees that any work performed by the Licensee or any contractor or agent thereof within the public right of way shall be performed in accordance with plans submitted by the Licensee, and be subject to all terms and conditions of any permit required by Paragraph XXIV(A) or otherwise.

B. County Standards to Control. The location or relocation of any of the Licensee's facilities in the public right of way shall conform to applicable County standards and regulations then in effect.

C. Scenic Routes. The placement or installation by the Licensee of facilities or equipment within any part of the public right of way designated by the Pima County Board of Supervisors as a scenic route must be constructed in accordance with any County ordinance governing scenic routes.

D. Undergrounding.

1. With respect to any part of the Licensee's Cable System that is located above ground within the public right of way, the County may, upon written request, require the Licensee to conduct a study of the cost of undergrounding that portion of the Cable System. That study shall include a breakdown of the costs allocated to labor, material, design, and construction in converting the Licensee's above-ground facilities to underground facilities. The Licensee shall submit the requested cost study within ninety calendar days after receiving the County's written request, and the cost of preparing and providing the study shall be borne by the Licensee.

2. Notwithstanding any other provision of this Agreement, the County may require the Licensee to underground its Cable System if and to the extent such undergrounding is determined to be in the best interests of the County.

E. Location Information. The Licensee shall keep and maintain the following information at all times, and shall make such information available to the County within three working days of any request for such information:

1. facilities information at all levels identified by the American Society of Civil Engineers Standard CI/ASCE 38-02 - *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,*

2. current and precise maps of all parts of the Licensee's Cable System located in the public right of way, in a format compatible with the County's Geographical Information System, and

3. horizontal and vertical location information for all of the Licensee's undergrounded facilities located in the public right of way, accurate to within 0.5 feet horizontally and 0.5 feet vertically, and tied to an approved County datum.

F. Location Marking Required. The Licensee shall provide location marking for all of its underground facilities within forty-eight hours of any request by the County. In the event the Licensee is unable to provide the location marking within the allotted time frame, the Licensee shall be liable for any costs incurred by the County to locate the underground facilities, including the costs of excavation in the careful and prudent manner required by state law. In the event the County incurs such costs, the County shall submit a bill to the Licensee for the incurred costs, and the Licensee shall pay the County the invoiced amount within sixty calendar days of receipt of the invoice. If the invoice is not paid by the Licensee in a timely manner, all rights granted to the Licensee under this Agreement shall be suspended, no permits will be issued to the Licensee for any work within the public right of way, and the Licensee will continue to be liable for such costs until they are paid in full.

XXVI. Construction Safety. Any opening or obstruction in the public right of way caused by the Licensee during the course of the Licensee's activities in the public right of way shall be guarded and protected at all times by safety barriers erected by the Licensee that shall be designated clearly by warning lights during periods of dusk and darkness. Any work performed by the Licensee in or adjacent to a public roadway open for travel shall be signed and marked properly by the Licensee with warning and directional devices in accordance with all applicable state and local traffic regulations and in accordance with the Arizona Department of Transportation's Traffic Control Manual for Highway Construction and Maintenance.

XXVII. Construction-Related Damage and Inconvenience.

A. Damage to Persons or Property. The Licensee shall use reasonable care at all times to avoid damage or injury to persons or property (including the public right of way and other County property) during the construction, adjustment, removal, relocation, repair, operation, or maintenance of the Licensee's Cable System.

B. Interference with Others. The Licensee's Cable System shall be located, erected, adjusted, installed, replaced, removed, relocated, and maintained in a manner designed to cause the least amount of interference with the use of roads, streets, alleys, and other property by the County, by the public, or by any other franchisee or licensee of the County, and in such a way as will minimize interference with the rights and convenience of owners and users of adjacent property.

C. Statutory Requirements. The Licensee shall be responsible for the cost to excavate in a "careful and prudent manner" any of the Licensee's underground facilities on all County construction projects occurring within the public right of way pursuant to A.R.S. sections 40-360.21 and 40-360.22(A).

D. Damage to Other Facilities. In the construction, adjustment, removal, relocation, repair, operation, and maintenance of its Cable System, the Licensee shall avoid causing or permitting any damage, disturbance, or unnecessary modification or alteration to County facilities, including pavement, or to the facilities or equipment of others located in the public right of way. If the Licensee causes or permits any such damage, disturbance, or unnecessary alteration or modification, the Licensee, at its sole expense and in a manner approved by the County Engineer, shall restore the damaged, disturbed, altered, or modified facilities or equipment to the condition in which they existed before being so damaged, disturbed, altered, or modified, and also shall be liable to the owner of such facilities or equipment for any other losses or expenses that may accrue as a result of the damage, disturbance, alteration, or modification. The restoration of such facilities and/or equipment shall be initiated promptly and completed expeditiously by the Licensee, who shall give priority to such restoration over all of the Licensee's non-emergency activities.

E. Damage to Vegetation. In the construction, adjustment, removal, relocation, repair, operation, and maintenance of its Cable System, the Licensee shall use all necessary care to avoid damaging or disturbing existing vegetation in the public right of way. If the Licensee causes or permits any such damage or disturbance, the Licensee shall revegetate the public right of way at its sole expense and in accordance with all County regulations then in effect.

F. Notice to Adjacent Properties. The Licensee shall be responsible for notifying the owners or other persons having lawful control of adjoining property in writing about permanent or temporary above- or below-ground facilities to be constructed in the public right of way. The Licensee shall make every reasonable effort to resolve the reasonable concerns of owners or other persons having lawful control of adjoining property regarding the construction, operation, and maintenance of the Licensee's Cable System. Should the County determine that the Licensee has failed reasonably to evaluate all economically feasible options available to alleviate such concerns, the County may require the Licensee to change or relocate its facilities at the Licensee's sole expense. In the event the Licensee disputes the County's determination in this regard, it may seek relief from a court of competent jurisdiction as defined in Paragraph XLVIII.

G. Access to Adjacent Properties. The Licensee shall provide prior written notice to the owners or other persons having lawful control of adjoining property of any activity by the Licensee that might interfere with access to or the use of said adjoining property. The Licensee shall maintain access to any adjoining property during all construction activities or other operations, except to the extent that this

requirement of maintaining access is waived in writing by the owner or other person having lawful control of such adjoining property. If an emergency requires activity without such written notice, the Licensee shall use its best efforts to provide timely actual notice to the owners or other persons having lawful control of adjoining property.

XXVIII. Drainage. During construction or excavation in the public right of way, the Licensee shall provide proper drainage so that the public right of way will be free from standing surface water and adequately drained so as not to cause flood or erosion damage to any County facilities or to surrounding property. The Licensee may be required at the request of the County to submit drainage engineering data and design plans to the County for review and approval prior to the issuance of any right-of-way use permit by the County.

XXIX. Relocation, Abandonment, and Removal.

A. Relocation. Nothing in this Agreement shall be construed to prevent the County from abandoning, adjusting, altering, improving, repairing, maintaining, or beautifying its facilities and/or the public right of way for public purposes, and therefor to require the Licensee, at the Licensee's expense (except where the Licensee has established prior rights, in which case the expense will be borne by the County), to remove, relocate, or abandon in place the Licensee's Cable System in order to accommodate the activities of the County. The Licensee shall be responsible for designing, planning, and executing such removal, relocation, or abandonment. The County shall not be liable for costs or lost revenues sustained by the Licensee because of damage to, or modification, alteration, or destruction of, any part of its Cable System located in the public right of way when such damage, modification, alteration, or destruction results from activities related to the construction, operation, and/or maintenance of County facilities and/or the public right of way, provided that those activities are conducted in accordance with applicable laws and regulations.

B. Scheduling. The County may require that the Licensee's Cable System be adjusted, removed, replaced, relocated, or abandoned by the Licensee in accordance with an activity schedule determined by the County. Such activity schedule shall be provided to the Licensee within a reasonable period of time prior to the scheduled start date of any such activity. If the schedule is unacceptable to the Licensee, the Licensee may appeal to the Pima County Board of Supervisors. If the Licensee's Cable System is not adjusted, removed, replaced, relocated, or abandoned within the time period allotted by the County's activity schedule, the County may, at its discretion, adjust, remove, or relocate the Licensee's Cable System, and the Licensee hereby agrees to be liable for all costs incurred by the County in so doing, including overhead, maintenance costs, and an administrative surcharge in the amount of fifteen percent of the total cost attributed to such adjustment, removal, or relocation. In the event the County incurs such costs, the County shall submit a bill to the Licensee for the incurred costs, and the Licensee shall pay the County the invoiced amount within sixty

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calendar days of receipt of the invoice. If the invoice is not paid by the Licensee in a timely manner, all rights granted to the Licensee under this Agreement shall be suspended, no permits will be issued to the Licensee for any work within the public right of way, and the Licensee will continue to be liable for such costs until they are paid in full.

C. Delay Costs. The Licensee shall reimburse any costs incurred by the County or its agents, contractors, or licensees or franchisees as a result of any delays to County projects caused by the Licensee's failure to fulfill, in accordance with any applicable County activity schedule, any obligation imposed upon the Licensee by law or by this Agreement, including but not limited to those imposed pursuant to Subparagraphs (A) or (B). In the event the County incurs such costs, directly or indirectly, the County shall submit a bill to the Licensee for the incurred costs, and the Licensee shall pay the County the invoiced amount within sixty calendar days of receipt of the invoice. If the invoice is not paid by the Licensee in a timely manner, all rights granted to the Licensee under this Agreement shall be suspended, no permits will be issued to the Licensee for any work within the public right of way, and the Licensee will continue to be liable for such costs until they are paid in full.

D. Removal. Unless the County requires or agrees otherwise at the time, upon the termination of this Agreement for any reason, and after the exhaustion of any administrative or judicial appeals, the Licensee shall remove its Cable System at its own cost within 180 calendar days, unless, within such 180-day period, the Licensee obtains approval from the County and/or other governing authority such licenses, permits, and/or other approvals as are necessary to allow the Licensee to continue to use its Cable System for lawful purposes. In the event that the Licensee must remove its Cable System pursuant to this Subparagraph, the Licensee shall not be entitled to offset or other financial credit or compensation for costs associated with the removal or relocation of its Cable System. Moreover, in the event that the Licensee's Cable System is not removed promptly by the Licensee, the County shall have the right to remove the Cable System, and the Licensee agrees to be liable for all costs incurred by the County in so doing. In the event the County incurs such costs, the County shall submit a bill to the Licensee for the incurred costs, and the Licensee shall pay the County the invoiced amount within sixty calendar days of receipt of the invoice. The Licensee will continue to be liable for such costs until they are paid in full.

XXX. Issuance of Permit not County Approval of Violation. The County's review, approval, or acceptance of plans or specifications, or issuance of a permit for the installation, construction, or location of a facility or equipment by the Licensee shall not be construed to be an authorization for or approval of a violation of any federal, state, or local law or regulation, or of any industry standard, pertaining to the location or construction of a utility facility or Cable System in the public right of way. No permit or approval presuming to give such authority shall be valid or otherwise relieve the Licensee of its obligations under this Agreement regarding the location and construction of facilities.

XXXI. County Inspection.

A. The County, if it deems necessary, has the right to inspect any work done by the Licensee in the public right of way to ensure proper performance of the terms of this Agreement and conformance with any applicable federal, state, and/or local laws, ordinances, and regulations. The County may require the Licensee to pay a reasonable, nondiscriminatory, and uniform fee to cover the actual costs of inspections performed by the County or its contractor under this provision, to the extent such fee is permitted by A.R.S. section 9-506.

B. The County may, at its discretion, excavate the Licensee's facilities to verify conformance with Paragraph XXV, above, and the Licensee shall be liable for the cost of such excavation, along with an administrative surcharge in the amount of fifteen percent of the total cost of the excavation, should the Licensee's facilities be found to be out of conformance. The Licensee shall be responsible for taking corrective action to bring its location information into conformance with the actual location of all facilities.

XXXII. Abandonment of Facilities. Abandonment in place by the Licensee of any part of its Cable System located within the public right of way may occur only after acquiring written approval from the County, and the Licensee must ensure that any such abandonment does not result in a safety hazard or in any environmental or aesthetic damage, and that any such damage is abated and remediated promptly by the Licensee at the Licensee's sole expense, without right to offset or other monetary credit. This obligation shall survive the termination or expiration of this Agreement.

XXXIII. Liability and Indemnity.

A. No Recourse Against Individuals. To the extent permitted by law, the Licensee agrees that it shall have no recourse whatsoever against the County's officers, officials, boards, commissions, committees, appointees, agents, or employees for any loss, costs, expenses, or damages arising out of any provision or requirement (or the enforcement thereof) of this Agreement, the Cable Act, the Cable Ordinance, or any other applicable law, regulation, or ordinance. This provision is in addition to, and shall not be read as limiting, any immunities granted to the County or its officers, officials, boards, commissions, agents, or employees under state or federal law.

B. Indemnification Required. The Licensee acknowledges its sole liability for any of its transmissions, facilities, and/or equipment, and for any activities the Licensee performs within the public right of way. The Licensee agrees to indemnify, hold harmless, and defend the County and its officials, agents, servants, and employees against any and all claims for injuries to persons, damage to physical property, or loss or infringement of intellectual property, whether intentional, negligent, or otherwise, arising out of the Licensee's transmissions, work in the public right of

way, or operation of its Cable System, or in any way related to the Licensee's exercise of its rights under this Agreement. Neither this Agreement, nor the issuance of any County permit, nor County approval of any activity or installation of facilities or equipment, nor the failure of the County to direct the Licensee to take any precautions or to make any changes or to refrain from doing anything shall excuse the Licensee of its responsibilities hereunder to the County or others in the case of any injury to persons or damage to or infringement of property or property rights.

C. Defense Required. If the County is sued in any court by any Person, firm, association, corporation, or other entity to recover damages for injuries to person or property on account of the installation, repair, operation, and/or maintenance of the Licensee's Cable System, the Licensee shall defend all such suits and pay any resulting judgments, and shall, at the option of the County, be made a party to any such court proceeding.

D. Obligations Not Limited by Insurance. The amounts and types of insurance coverage required in Paragraph XXXIV shall not be construed as limiting the scope of the Licensee's obligations pursuant to this Paragraph XXXIII.

E. Survival of Termination. The obligations imposed pursuant to this Paragraph XXXIII shall survive the termination, cancellation, expiration, or revocation, whether in whole or in part, of this Agreement.

XXXIV. Insurance.

A. Minimum Insurance Requirements. On or before the Effective Date, the Licensee shall provide the County with, and maintain in full force throughout the term of this Agreement, a policy of insurance issued by a company duly authorized to do business in the state of Arizona with an "A.M. Best" rating of B+ VI, providing, with respect to the installation, construction, operation, and maintenance of its Cable System, --

1. liability insurance to include commercial general liability and automobile liability coverages, occurrence form, including, but not limited to, blanket contractual liability coverage, completed operations liability coverage, broad form property damage liability coverage (including, but not limited to, coverage for explosion, collapse, and underground hazard), and automobile nonownership liability coverage, written in the following minimum amounts:

   a. for commercial liability insurance coverages as listed above and bodily injury, including death, 1,000,000 dollars per each occurrence,

   b. for property damage, 500,000 dollars combined single limit,

c. for comprehensive automobile liability, bodily injury, 1,000,000 dollars combined single limit per each occurrence, and

d. for excess umbrella liability, 5,000,000 dollars each occurrence,

2. workers' compensation insurance coverage as required by the law and regulations of the State of Arizona, with employer's liability coverage of at least 100,000 dollars for each accident or disease, a 500,000-dollar disease policy limit, and a waiver of subrogation against the County, and

3. notation of any self insurance layers or large deductibles on the certificate of insurance.

B. Pima County To Be Named Additional Insured. All liability insurance policies required in this Paragraph XXXIV shall include Pima County as an additional insured party.

C. Licensee To Be Responsible for Premiums. The Licensee shall be responsible for all premiums due and payable for insurance required in this Paragraph XXXIV.

D. County Approval Required. All insurance policies required in this Paragraph XXXIV shall be in a form approved by the Pima County risk manager, and shall include a sixty-day notice of cancellation endorsement.

E. Subcontractors. The Licensee shall include all subcontractors as additional insureds under its policies or shall furnish the County with separate certificates and endorsements for each subcontractor.

XXXV. Performance Bond. Within thirty calendar days after the execution of this Agreement, the Licensee shall file with the County a performance bond, issued by a surety company authorized to do business in the State of Arizona and in a form approved by the Pima County Attorney, for the benefit of the County in the amount of 100,000 dollars. Such bond shall be maintained in full as a continuing obligation during the entire term of this Agreement, and for six months following the termination of the Agreement. In the event the Licensee fails to comply with any provision of this Agreement or the Cable Ordinance, the County may recover jointly and severally from the Licensee and the surety on the bond any and all damages or costs suffered by the County.

XXXVI. County Participation in Legal Actions. The County shall have the right at all times to take part in any suit or action instituted by or against the Licensee in which any judgment or decree could be rendered, any lien on any of the Licensee's property situated within the public right of way could be foreclosed, or the rights, powers, or duties of the Licensee to do or not to do anything which by this Agreement it may be required to do or not to do could be affected, and also to take such steps as the County may deem essential to protect the interests of the County or the public. Therefore, the County shall have the right, among others, to intervene in any suit,

action, or proceeding by any Person or governmental entity seeking to enjoin, restrain, or in any manner interfere with the Licensee in the performance or observance by it of any of the terms or conditions of this Agreement, or of any regulation, notice, or direction of the County in such connection, or which involves or might involve the constitutionality, validity, or enforcement of this Agreement, and the County may move for dissolution of any such injunction or restraining order, or take any other appropriate step in any such suit, action, or proceeding that it may deem necessary or advisable in order to protect its interests.

XXXVII. Assignment. The Licensee hereby agrees that it will not sell, assign, or transfer this License or any of the Licensee's facilities or equipment in the public right of way, nor lease the total capacity of its Cable System to another entity without the prior written approval of the Pima County Board of Supervisors, which approval may be sought, and either granted or denied, only in a manner consistent with state and federal law. However, this prohibition shall not apply in the case of a sale, assignment, transfer, or lease by the Licensee to an affiliated interest, nor shall it apply to assignments made or security interests granted in order to secure financing, though the Licensee must provide at least thirty days' advance notice of any such affiliate transfer, assignment, lease, or sale. The County shall have discretion to review the financial, technical, and operational qualifications of any entity acquiring the Licensee's rights under this Agreement or any of the Licensee's facilities or equipment in the public right of way.

XXXVIII. Books and Records.

A. Inspection Permitted. The County may inspect and, with the exception of confidential information, copy such of the Licensee's books and records as reasonably is necessary to ensure compliance with the terms of this Agreement or applicable law. The Licensee shall allow the County to inspect and copy the books and records within thirty calendar days (or such shorter time as may be necessary to comply with state or federal law) of the County's request therefor at the Licensee's local business office during normal business hours, or provide them to the County for inspection at such location as the County and the Licensee mutually agree. However, the County will not refuse any reasonable request that such inspection take place at the Licensee's facilities within the County. In the event the books and records are not available readily at the Licensee's local offices, the Licensee may choose to pay the reasonable travel costs of the County's representatives to inspect and copy the books and records at the appropriate location.

B. Maintenance. The Licensee shall maintain a complete set of books and records, and grant the County the right to inspect and copy those books and records as provided in Subparagraph (A), for the term of this Agreement and continuing for three years after the termination thereof.

XXXIX. Annual and Other Reports; Annual Review Meeting.

A. Annual Report. Upon request and no more than once annually, and in addition to any reports required elsewhere in this Agreement (including but not limited to the financial reports required pursuant to Paragraph X(F)), the Licensee shall submit

to the County an annual report containing the following information about the operations of the Cable System in the Service Area during the preceding Contract Year:

1. A summary of activities in the development of the Cable System in the Service Area, including a summary of cable television services begun or discontinued and statements of the total number of Customers, the total number of homes passed, and the number of Customers added or discontinued,

2. A list of all complaints received and service interruptions or outages experienced, including data on the disposition of complaints and response times,

3. A summary by category of written complaints received concerning the Cable System in the Service Area, identifying the number and nature of complaints and their dispositions,

4. A list of officers and members of the board of directors of the Licensee and its parent entities,

5. A full schedule of all Customer and user rates, fees, and charges for all Cable Service provided, except that the Licensee need not include proprietary multiple-dwelling-unit rates unless specifically requested by the County, and

6. A copy of Customer and user agreements used by the Licensee, except that the Licensee need not include proprietary multiple-dwelling-unit agreements unless specifically requested by the County.

B. Annual Review Meeting. Within thirty days after the Licensee submits the annual report pursuant to subparagraph XXXIX(A), the County and the Licensee shall arrange a meeting of senior representatives of the County and the Licensee. The purpose of the meeting is for the Licensee and the County to review in detail the Licensee's past performance and future plans.

C. Other Reports. The Licensee also shall provide such other reports as may be required under the Pima County Code to determine compliance with this Agreement or applicable law.

XL. Liquidated Damages. The parties hereto agree that any failure by the Licensee to comply with the provisions of this Agreement and/or the Cable Ordinance will result in injury to the County, and that it is and will be difficult to estimate the extent and cost of such injury. Therefore, and notwithstanding any provision of the Cable Ordinance to the contrary, the County and the Licensee have exercised their best judgment, and agree that liquidated damages will be

awarded for violation of this Agreement and/or the Cable Ordinance as set forth in this Paragraph XL.

A. Classifications of Violations.

1. Upon any failure by the Licensee to complete construction of its Cable System or to extend service as provided in Paragraph XV, the Licensee shall pay an amount equal to five hundred dollars per day, or part thereof, that each such violation occurs or continues.

2. Upon any failure by the Licensee to provide data, documents, reports, and/or information as and when required by this Agreement, the Licensee shall pay an amount equal to one hundred dollars per day, or part thereof, that each such violation occurs or continues.

3. Upon any failure by the Licensee to comply with reasonable orders of the County, the Licensee shall pay fifty dollars per day for each day, or part thereof, that such noncompliance occurs or continues.

4. Upon a total service outage lasting more than twenty-four hours, the Licensee shall pay five hundred dollars per day for each day, or part thereof, that such outage continues. This section shall not apply where the outage is the result of a condition of Force Majeure, as set forth in Section XLV.

5. Upon any failure by the Licensee to remedy any other violation of this Agreement and/or the Cable Ordinance within fifteen calendar days of receipt of notice of such violation, the Licensee shall pay an amount equal to three hundred dollars per day, or part thereof, that each such violation occurs or continues.

B. Exceptions. Liquidated damages will be reduced or eliminated if the County finds that the Licensee's failure resulted from excusable neglect or conditions beyond the Licensee's control. The Licensee, however, shall bear the burden of proof in this regard.

C. Procedure.

1. Prior to assessing any of the liquidated damages set forth in Subparagraph (A), the County shall give the Licensee thirty calendar days' prior written notice of its intention to assess such damages. Such notice shall set forth, at a minimum, --

a. the amount to be assessed,

b. the factual basis for such assessment, and

c. the specific provision of this Agreement and/or the Cable Ordinance that the County alleges was violated.

2. Following receipt of the notice as provided in Subparagraph (C)(1), the Licensee shall have a thirty-day period within which to resolve any alleged violations.

3. If any violation remains unresolved for more than 120 days following the Licensee's receipt of the notice as provided in Subparagraph (C)(1), the County shall schedule a public hearing to investigate the matter. The Licensee shall be given at least ten calendar days' notice of such hearing, and shall be afforded a full and fair opportunity to be heard.

D. Other Remedies not Excluded. The imposition and collection of liquidated damages pursuant to this Paragraph XL shall not prevent the County from pursuing other remedies for violations of this Agreement and/or the Cable Ordinance.

XLI. Construction of Agreement.

A. Entire Agreement. This instrument constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, hereby are superseded and merged herein.

B. Amendment. This Agreement shall not be modified, amended, altered, or changed except by written agreement signed by the parties.

C. Captions and Headings. The headings used in this Agreement are for convenience only and are not intended to affect the meaning of any provision of this Agreement.

D. Severability. In the event that any provision of this Agreement or the application thereof is declared invalid or void by statute or judicial decision, such action shall have no effect on any other provision or its application to the extent possible in the absence of the invalid or void provision or application, and to this extent the provisions of this Agreement are severable. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

XLII. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the parties, or create any employer-employee relationship between the County and any employee of the Licensee , or between the Licensee and any County employees.

No party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

XLIII. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create duties or obligations to, or rights in, third parties not parties to this Agreement, or to affect the legal liability of any party to this Agreement, by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

XLIV. Waiver. Waiver by any party of any breach of any term, covenant, or condition set forth herein shall not be deemed a waiver of any other term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition.

XLV. Force Majeure. No party shall be in default under this Agreement by reason of its failure to fulfill any obligation under this Agreement if such failure is the result of uncontrollable forces. The term "uncontrollable forces" shall mean, for purposes of this Agreement, any cause beyond the control of the party affected, including but not limited to failure of facilities, breakage of or accidental damage to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the parties, order of any government officer or court (excluding orders promulgated by the County itself), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

XLVI. Notification. Unless and until changed by written notice delivered as provided in this Paragraph XLVI, all notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

If to the County, to:
Attn: Contract Administrator
Information Technology
Pima County Government
150 W Congress, 6th Floor
Tucson, AZ 85701-1317

with payment to:
Attn: Pima County Revenue Management
130 W Congress
Mail Stop: DT-BAB6-404
Tucson, AZ 85701-1404

If to the Licensee, to: Mediacom Arizona, L.L.C.
Mr. Bruce Gluckman, Vice President,
Legal & Regulatory Affairs
100 Crystal Run Road
Middletown, New York 10941

with copy to: Regional Manager
Mediacom
PO Box 110
Waseca, MN 56093-0110

XLVII. Remedies. Any party may pursue any remedies provided by law for the breach of this Agreement. Except as otherwise provided in this Agreement, no right or remedy is intended to be exclusive of any other right or remedy, and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

XLVIII. Venue. Any legal action relating to this Agreement shall be brought in a court of competent jurisdiction in Pima County.

XLIX. Conflict of Interest. This Agreement is subject to A.R.S. section 38-511, which provides for the cancellation of contracts for certain conflicts of interest.

L. New Technology. The County and the Licensee agree to meet at periods not exceeding three years, beginning after the Effective Date, or upon the written request of either party, to discuss changes in cable-television technology, the laws and regulations governing the services provided pursuant to this Agreement, and/or services competing therewith in order to discuss and/or agree upon necessary and/or appropriate, economically feasible changes to this Agreement in light thereof.

LI. Non-Discrimination. Licensee agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and may be viewed at http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf. During the performance of this contract, Licensee shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have affixed their signatures to this nonexclusive license renewal agreement on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

Date JAN 04 2011

LICENSEE:

Title
Mediacom Arizona, L.L.C.
10/28/10
Date

ATTEST:

Clerk of the Board of Supervisors

Date JAN 04 2011

APPROVED AS TO CONTENT:

Chief Information Officer,
Pima County
12/17/10
Date

APPROVED AS TO FORM:

Deputy County Attorney
9/16/10
Date

Exhibit A

Quarterly Revenue Report
License Fee Calculation

Dates/Quarter

GROSS REVENUES CASH AND CREDIT	
Property	$
Cable Service	
Basic Revenue	$
Expanded Revenue	$
Digital Product Tier	$
Equipment	
Install	$
Removal	$
Connection	$
Reinstatement	$
Other Receipts	
Forfeited Deposits	$
Equipment Sales/Rentals	$
Late Charges	$
Interest	$
Sale of Program Guides	$
Lease of Facilities	$
Total Revenue	$
Less Bad Debt	$
Net Total Revenue	$
Franchise License Fee Rate	5%
Franchise License Fee Due	$
User Fees Collected (fee on fee)	$
Total Payment Due	$

Number of Basic Subscribers _____

EXCLUDED REVENUE	
Commercial Advertising	$
Lease or Use	
Studio Facilities	$
Leased Access Channels/Bandwidth	$
Production of Video Programming	$
Programming in Area	
Sales	$
Exchanges	$
Use	$
Cablecast	$
Telecommunications	
Voice Services	$
Data Services	$
Home Shopping Sales	$
Reimbursements	
Launch Fees	$
Marketing Expenses	$
License Fees	$
Taxes and Other Fees	$
Government Payments	$
Increased Value	
Stock	$
Securities	$
Dividends and Distributions	
Stock	$
Securities	$
Total Excluded Revenue	$

Mediacom Channel Lineup: Ajo, AZ

Effective Date: July 19, 2010

Digital Family Cable

3 KTTU (MyNet 18) Tucson
4 KVOA (NBC 4) Tucson
5 KOLD (CBS 13) Tucson
6 KGUN (ABC 9) Tucson
8 KUAT (PBS 6) Tucson
9 WGN America
10 KMSB (FOX 11) Tucson
13 QVC
17 HSN
21 Community Bulletin Board
24 USA
25 TNT
26 TBS
27 FX
28 Lifetime
29 A&E
31 Syfy
32 Comedy Central
33 Spike
34 ESPN
35 ESPN2
37 FS Arizona
40 Speed
45 The Weather Channel
46 CNN
47 HLN
48 FOX News
49 MSNBC
50 CNBC
51 C-SPAN
54 TLC
55 HGTV
56 Travel Channel
57 Food Network
58 Discovery Channel
60 History
62 Animal Planet
64 Nickelodeon
65 Disney Channel
66 Disney XD
67 Cartoon Network
69 TV Land
70 ABC Family
71 Hallmark Channel
76 Lifetime Movie Network
77 AMC
82 El
83 VH1
89 GAC
92 TBN
94 EWTN
96 Univision
97 Galavision
98 Telemundo
99 Telefutura

Digital Premium HBO Group

462 HBO
464 HBO 2
466 HBO Family
468 HBO Signature
470 HBO Latino
472 HBO Comedy
474 HBO Zone

Digital Premium Cinemax Group

482 Cinemax
484 MoreMAX
486 ActionMAX
488 ThrillerMAX
490 WMAX
494 5StarMAX
496 OuterMAX

Digital Premium Showtime/TMC Group

436 Showtime
438 Showtime Too
440 Showtime Showcase
442 Showtime Extreme
444 Showtime Beyond
446 Showtime Next
448 Showtime Women
450 Showtime Family
454 TMC
456 TMC Xtra
458 FLIX West

Digital Premium Starz/Encore Group

402 Starz
404 Starz Edge
406 Starz in Black
408 Starz Kids & Family
410 Starz Cinema
412 Starz Comedy
416 Encore
418 Encore Drama
420 Encore Love
422 Encore Mystery
424 Encore Action
426 Encore WAM
428 Encore Westerns

HD Family Cable (Included with Family Cable Service)

503 KTTU MyNet HD††
504 KVOA NBC HD††
505 KOLD CBS HD††
506 KGUN ABC HD††
508 KUAT PBS HD††
510 KMSB FOX HD††
515 WGN America HD*
537 FS Arizona HD*

Digital Music

901 Hit List
902 Hip-Hop and R&B
903 MixTape
904 Dance/Electronica
906 Rap
908 Hip-Hop Classics
907 Throwback Jamz
908 R&B Classics
909 R&B Soul
910 Gospel
911 Reggae
912 Classic Rock
913 Retro Rock
914 Rock
915 Metal
916 Alternative
917 Classic Alternative
918 Adult Alternative
919 Soft Rock
920 Pop Hits
921 90s
922 80s
923 70s
924 Solid Gold Oldies
925 Party Favorites
926 Stage & Screen
927 Kidz Only!
928 Toddler Tunes
929 Today's Country
930 True Country
931 Classic Country
932 Contemporary Christian
933 Sounds of the Season
934 Soundscapes
935 Smooth Jazz
936 Jazz
937 Blues
938 Singers & Swing
939 Easy Listening
940 Classical Masterpieces
941 Light Classical
942 Musica Urbana
943 Pop Latino
944 Tropicales
945 Mexicana

* Requires an HDTV and a Mediacom HD Converter or cable card (does not support PPV).
† Requires a digital-ready TV, a Mediacom digital receiver or a Mediacom digital adapter.
†† Requires a digital-ready HDTV or a Mediacom HD receiver. Display channels may vary using a digital-ready TV.
** Requires a digital-ready TV or a Mediacom digital receiver.
Channels are subject to change.