

ORDINANCE NO. 17-02
CITY OF FALCON HEIGHTS

CABLE TELEVISION FRANCHISE ORDINANCE

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ORDINANCE NO. _____

AN ORDINANCE GRANTING A FRANCHISE TO COMCAST OF MINNESOTA, INC., D/B/A COMCAST TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF FALCON HEIGHTS; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCE, IF ANY, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

The City Council of the City of Falcon Heights ordains:

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the further development of a Cable System and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of the City and the public generally. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable Communication System.

Adoption of this Franchise is, in the judgment of the Council, in the best interests of the City and its residents.

FINDINGS

In the review of the request and proposal for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

1. The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for constructing, upgrading, and operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by the City complies with the existing applicable Minnesota Statutes, federal laws and regulations; and
4. The Franchise granted to Grantee is nonexclusive.

SECTION 1. SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise Ordinance shall be known and cited as the Comcast Cable Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

a. "Basic Cable Service" shall be defined as set forth in applicable law, which is currently defined in 47 USC § 522(3) as any service tier which includes the retransmission of local television broadcast signals.

b. "City" means City of Falcon Heights, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.

c. "City Council" means the governing body of the City.

d. "Cable Service" or "Service" shall be defined as set forth in applicable law, which is currently defined in 47 USC § 522(6) as the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

e. "Cable System" or "System" shall be defined as set forth in applicable law, which is currently defined in 47 USC § 522(7) as a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of subchapter II of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system (other than for purposes of section 541(c) of the Federal Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 573 of the Federal Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility system. This definition shall incorporate by reference the definition of "cable communications system" in Minnesota Statutes Section 238.02, Subdivision 3, as the same may be amended from time to time.

f. "Commission" means the North Suburban Communications Commission, a municipal Joint Powers Commission.

g. "Converter" means an electronic device such as a set-top box or digital adapter which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

h. "Drop" means the cable that connects the ground block on the Subscriber's residence or institution to the nearest feeder cable of the System.

i. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

j. "Franchise" or "Cable Franchise" means this ordinance and the regulatory and contractual relationship established hereby.

k. "Grantee" or "Comcast" is Comcast of Minnesota, Inc., its lawful successors, transferees or assignees.

l. "Gross Revenues" shall be defined as and shall be construed broadly to include all revenues derived directly or indirectly by Comcast and/or an Affiliate that is a cable operator of the Cable System, from the operation of Comcast's Cable System to provide Cable Services within the City (including cash, credits, property or other consideration of any kind or nature). Gross revenues include, by way of illustration and not limitation: monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services); installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels; fees paid to Comcast for channels designated for commercial/leased access use; converter, remote control, lockout device and other Cable Service equipment rentals and/or leases or sales; advertising revenues received or derived by Comcast and/or its Affiliates, including, but not limited to, rep fees, Affiliate fees, rebates and commissions, but excluding unaffiliated agency fees; late fees, convenience fees and administrative fees; revenues from program guides; franchise fees; and commissions from home shopping channels and other revenue sharing arrangements. Gross Revenues subject to franchise fees shall include revenues derived from sales of advertising that run on Comcast's Cable System within the City and shall be allocated on a *pro rata* basis using total Cable Service subscribers reached by the advertising. Additionally, Comcast agrees that Gross Revenues subject to franchise fees shall include all commissions paid to National Cable Communications ("NCC") and Comcast Spotlight ("Spotlight") or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising. Gross revenues shall not include: actual bad debt write-offs, provided, however, that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; and any taxes on

services furnished by Comcast imposed by any municipality, state or other governmental unit, provided that franchise fees shall not be regarded as such a tax.

i. To the extent revenues are received by Comcast for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Comcast shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the most recent published rate card rate for the components, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Comcast receives or derives revenues in the City, and must be updated within sixty (60) days of the date any rate change for cable and/or non-cable services is implemented for a service package containing Cable Service or the date any rate change is implemented for any service included in a service package that contains Cable Service. The NSCC reserves its right to review and to challenge Comcast's calculations.

ii. For purposes of this definition, the term "Affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc., but does not include affiliated entities such as NBCU and Spectacor that are not directly or indirectly involved with the programming, use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

iii. Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City and/or the Commission reserves its right to challenge Comcast's calculation of Gross Revenues, including the use or interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

m. "Installation" means the connection of the System from feeder cable to the point of connection with the Subscriber Converter or other terminal equipment.

n. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communication System.

o. "Memorandum of Understanding" or "MOU" means that certain agreement dated November 3, 1994, regarding PEG access funding, creation of a "PEG Fee" and certain rate regulatory issues.

p. "North Suburbs Access Corporation" or "NSAC" means that certain non-profit corporation or its lawful successor, designee, or assignee, which is delegated authority and responsibility for providing certain community programming functions including public access.

q. "North Suburban System" means the Cable System located in those municipalities collectively comprising the North Suburban Communication Commission.

r. "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.

s. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above any real property in City in which the City has an interest including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of City, including other dedicated Rights-of-Way for travel purposes and utility easements.

t. "Right-of-Way Ordinance" means the ordinance codifying requirements regarding regulation, management and use of Rights-of-Way in City, including registration and permitting requirements.

u. "Standard Installation" means any residential installation which can be completed using a Drop of 250 feet or less.

v. "Subscriber" means any Person who lawfully receives service via the System. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise.

a. This Franchise is granted pursuant to the terms and conditions contained herein.

b. Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the Effective Date.

c. Each and every term, provision or condition herein is subject to the provisions of state law, federal law, and local ordinances and regulations.

d. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of the Rights-of-Way, should Grantee provide service other than Cable Service.

e. No rights shall pass to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

- i. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;
- ii. Any permit, agreement, or authorization required by the City for Right-of-Way users in connection with operations on or in Rights-of-Way or public property including, by way of example and not limitation, street cut permits; or
- iii. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise including, without limitation, permits and agreements for placing devices on poles, in conduits or in or on other structures.

f. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide the Grantee with any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

g. This Franchise does not authorize or prohibit Grantee to provide telecommunications service or other services, or to construct, operate or maintain telecommunications facilities. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to telecommunications, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City an authorization to provide telecommunications services or other services, or to construct, operate or maintain telecommunications facilities, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

2. Grant of Nonexclusive Authority.

The City reserves the right to grant additional franchises or similar authorizations to provide video programming services via Cable Systems or similar wireline systems located in the public Rights-of-Way. It is not the City's intent to treat competitors in a discriminatory manner and to advantage one competitor over another by regulation. If the City grants such an additional franchise or similar authorization to use the public rights of way to provide such services and Grantee believes the City has done so on terms materially more favorable than the Material Obligations (defined below) under this Franchise, then the provisions of this paragraph will apply.

As part of the Grantee's franchise, the City has agreed upon the following terms as a condition of granting the franchise which terms may place the Grantee at a significant competitive disadvantage if not required of a competitor: a 5% franchise fee, PEG funding, PEG channels, and customer service obligations (hereinafter "Material Obligations").

Within one year of the adoption of the competitor's franchise or similar authorization, Grantee must notify the City in writing of the Material Obligations in Grantee's franchise that exceed the Material Obligations of the competitor's franchise to similar authorization. The City shall have sixty (60) days to agree to allow Grantee to adopt the same Material Obligations provided to the competitor, or dispute that the Material Obligations are different. In the event the City disputes the Material Obligations are different, Grantee may bring an action in federal or state court for a determination as to whether the Materials Obligations are different.

Nothing in this section is intended to alter the rights or obligations of either party under state law, and it shall only apply to the extent permitted under applicable FCC orders. In no event will the City be required to refund or to offset against future amounts due the value of benefits already received.

This provision does not apply if the City is ordered or required to issue a franchise on different terms and conditions, or it is legally unable to do so; and the relief is contingent on the new franchisee actually commencing provision of service in the market to its first customer. This provision does not apply to open video systems, nor does it apply to common carrier systems exempted from franchise requirements pursuant to 47 U.S.C. Section 571; or to systems that serve less than 5% (five per cent) of the geographic area of the City; or a system that only provides video services via the public Internet.

3. Lease or Assignment Prohibited. No Person may lease Grantee's System for the purpose of providing Service until and unless such Person shall have first obtained and shall currently hold a valid Franchise or other lawful authorization containing substantially similar burdens and obligations to this Franchise. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 10, Paragraph 5 (Sale or Transfer of Franchise).

4. Franchise Term. This Franchise shall be in effect for a period of ten (10) years from the date of acceptance by Grantee, unless sooner renewed, revoked or terminated as herein provided.

5. Previous Franchises. Upon acceptance by Grantee as required by Section 13 herein, this Franchise shall supersede and replace any previous Ordinance granting a Franchise to Grantee, as well as the November 3, 1994 Memorandum of Understanding, except as set forth in Section 6, paragraph 8(b) (Access Support) herein.

6. Compliance with Applicable Laws, Resolutions and Ordinances.

a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in City. However, the Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, statutory rights, local ordinance-making authority, and eminent domain rights of City. Except as provided below, any modification or amendment to this Franchise, or the rights or obligations contained herein, must be within the lawful exercise of City's police power, in which case the provision(s) modified or amended herein shall be specifically referenced in an ordinance of the City authorizing such amendment or modification. This Franchise may also be modified or amended with the written consent of Grantee as provided in Section 13.3 (Amendment of Franchise Ordinance) herein.

b. Grantee shall comply with the terms of any City ordinance or regulation of general applicability which addresses usage of the Rights-of-Way within City which may have the effect of superseding, modifying or amending the terms of Section 3 (Construction Standards) and/or Section 8.5(c) (Reports and Maps to be Filed with City) herein, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

c. In the event of any conflict between Section 3 (Construction Standards) and/or Section 8.5(c) (Reports and Maps to be Filed with City) of this Franchise and any City ordinance or regulation which addresses usage of the Rights-of-Way, the conflicting terms in Section 3 (Construction Standards) and/or Section 8.5(c) (Reports and Maps to be Filed with City) of this Franchise shall be superseded by such City ordinance or regulation, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

d. In the event any City ordinance or regulation which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 3 (Construction Standards) and/or Section 8.5(c) (Reports and Maps to be Filed with City) of this Franchise, Grantee shall comply with such ordinance or regulation of general applicability, regardless of which requirement was first adopted except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which exceed burdens on similarly situated Rights-of-Way users.

e. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee's proposed interpretation, to the City with copy to the North Suburban Cable Communications Commission, in accordance with Section 2.9 (Written Notice). The City or Commission shall provide a written response within fourteen (14) days of receipt

indicating how the requirements cited by Grantee apply. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) days of mailing or delivering such written question.

7. Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligations under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of Minnesota, City, or any other body having lawful jurisdiction.

8. Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of 50 homes per cable mile for underground plant and 35 homes per cable mile for overhead plant. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas but in no event not to exceed twelve (12) months from notice thereof by City to Grantee and qualification pursuant to the density requirements of this Subsection.

9. Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Falcon Heights
 2077 West Larpenteur Avenue
 Falcon Heights, Minnesota 55113-5594
 Attention: City Manager/Administrator

With copies to: North Suburban Cable Communications Commission
 950 Woodhill Drive
 Roseville, Minnesota 55113

If to Grantee: General Manager
 Comcast
 10 River Park Plaza
 St Paul, Minnesota 55107

With copies to: Vice President of Government Affairs
Comcast
1701 JFK Boulevard
Philadelphia, PA 19103

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

10. Subscriber Network Drops to Designated Buildings. Grantee shall, at no cost to the City, continue to provide Digital Starter or equivalent package of Cable Service and reception equipment to up to three (3) outlets at all municipal government buildings, schools and public libraries located in the City where Grantee provides Cable Service as listed on **Exhibit A**. The City may request up to 5 additional municipal government buildings, schools, or public libraries during the term of this Agreement, provided that the City shall pay the actual incremental installation costs for any location in excess of 500 feet of Grantee's existing plant where the recipient makes available conduit or aerial structures to accommodate the new facilities, or any Drop in excess of two hundred fifty (250) feet. For purposes of this subsection, "school" means all State-accredited K-12 public and private schools. Outlets of Basic and Expanded Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings; The City shall have the right to extend service to multiple outlets within the building with the costs of constructing additional outlets the responsibility of the City; provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes. If additional devices beyond the allocated amount per location provided above are needed to serve additional outlets, those devices shall be made available at Grantee's best discounted rate. All inside wiring shall be the responsibility of the City, or public institution, and subject to service or repair by Comcast at standard rates. Any such institution located more than two hundred fifty (250) feet shall be connected if such institution agrees to reimburse Grantee for Grantee's actual costs in excess of the two hundred fifty (250) foot installation actual costs.

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits and Construction Codes.

a. Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.

b. Subject to the requirements of Section 9 (Dispute Resolution) below, failure to obtain permits or comply with permit requirements shall be grounds for revocation of this Franchise if such requirements are violated for significant construction activities of an extended period of time or in a quantity and frequency so as to demonstrate a wanton disregard for such requirements, or any lesser sanctions provided herein or in any other applicable law.

2. Repair of Rights-of-Way and Property. Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to the same condition as that prevailing prior to Grantee's work, as determined by City. If Grantee shall fail to timely perform the restoration required herein, after written request of City and reasonable opportunity of not less than 30 days to satisfy that request, City shall have the right to put the Rights-of-Way, public, or private property back into good condition. In the event City determines that Grantee is responsible for such disturbance or damage, Grantee shall be obligated to fully reimburse City for such restoration.

3. Conditions on Right-of-Way Use.

a. Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

b. All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the use of Rights-of-Way except for normal and reasonable obstruction and interference which might occur during construction and to cause minimum interference with the rights of property owners who abut any of said Rights-of-Way and not to interfere with existing public utility installations.

c. If at any time during the period of this Franchise City shall elect to alter or change the grade or location of any Right-of-Way, the Grantee shall comply with all applicable City Code related to relocation of facilities and associated costs.

d. The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Right-of-Way shall be so placed as to comply with all reasonable and lawful requirements of City.

e. The Grantee shall, upon request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance written notice to arrange for such temporary changes.

f. The Grantee shall have the authority to trim any trees upon and overhanging the Rights-of-Way of City so as to prevent the branches of such trees from coming in contact with the wires and cables or other facilities of the Grantee.

g. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee's work in the Rights-of-Way.

4. Undergrounding of Cable. Unless otherwise required by action of City Council, Grantee must place newly constructed facilities underground in areas of City where all other utility lines are placed underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe, all pursuant to plans submitted with Grantee's permit application(s) and approved by City.

5. Installation of Facilities. No poles, conduits, amplifier boxes, pedestal mounted terminal boxes, similar structures, or other wire-holding structures shall be erected or installed by the Grantee without required permit of City.

6. Safety Requirements.

a. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.

b. The Grantee shall install and maintain its System and other equipment in accordance with City's codes and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with City communications technology related to health, safety and welfare of the residents.

c. All System structures, and lines, equipment and connections in, over, under and upon the Rights-of-Way of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of City or any Person.

SECTION 4. DESIGN PROVISIONS

1. System Capabilities; Minimum Channel Capacity.

a. Grantee shall maintain, upgrade, and operate the Cable System consistent with the capabilities of at least a 750MHz cable system and applicable industry standards.

b. All final programming decisions remain the discretion of Grantee but the Cable System shall generally made available a broad range of programming of interest to the community, provided that Grantee notifies City and Subscribers in writing thirty (30) days prior to any channel deletions or realignments, and further subject to Grantee's signal carriage obligations hereunder and pursuant to 47 USC §§ 531-536, and further subject to City's rights pursuant to 47 USC § 545. Location and relocation of the PEG Channels shall be governed by Section 6.1(c) (Public, Educational and Governmental Access).

2. Interruption of Service. The Grantee shall interrupt service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System. If service is interrupted on all cable channels for a period of more than forty eight (48) hours, Subscribers shall be credited pro rata for such interruption. Outages for shorter time periods may be credited upon customer request following notification of the outage.

3. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference.

4. Special Testing.

a. The City/Commission shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, the City/Commission may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City/Commission shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.

b. Before ordering such tests, Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The City/Commission shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City/Commission wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted at Grantee's expense by a qualified engineer selected by City/Commission and Grantee, and Grantee shall cooperate in such testing. Grantee shall not be required to pay for the special tests where Grantee can show to the City/Commission's reasonable satisfaction that it performed its own tests and undertook corrective action to remedy the problem.

6. Drop Testing and Replacement. Drops and passive equipment shall be inspected by Grantee during Installations to assure the Drop and passive equipment can provide reliable Cable Service to Subscribers. Drops shall be maintained in compliance with applicable safety and technical regulations and replaced when necessary to do so.

7. FCC Reports. The results of any tests required to be filed by Grantee with the FCC shall upon request of City also be filed with the City or its designee within ten (10) days of the conduct of such tests.

8. Interconnection. The System servicing the Cities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, and St. Anthony, shall continue to be completely interconnected.

9. Lockout Device. Upon the request of a Subscriber, Grantee shall make available a Lockout Device or similar functionality by software at no additional charge to Subscribers.

SECTION 5. SERVICE PROVISIONS

1. Regulation of Service Rates.

a. The City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent allowed under federal or state law(s). City/Commission reserves the right to regulate rates for any future services to the extent permitted by law.

b. Grantee shall give City and Subscribers written notice of any change in a rate or charge pursuant to the terms of by 47 CFR § 76.1603. Bills must be clear, concise, and understandable and compliant with applicable law.

2. Non-Standard Installations. Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications and all payment and policy obligations are met. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

3. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing any of its services within City. In its initial communication or contact with a non-Subscriber, Grantee shall upon request inform the non-Subscriber of all levels of service available, including the lowest priced service tiers. Grantee shall have the right to market door-to-door during reasonable hours consistent with local ordinances and regulation.

4. Subscriber Inquiry and Complaint Procedures.

a. Grantee shall have a publicly listed toll-free telephone number which shall be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week, 365 days a year basis. During normal business hours, trained representatives of Grantee shall be available to respond to Subscriber inquiries.

b. Grantee shall maintain adequate numbers of telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries in a manner consistent with regulations adopted by the FCC and City where applicable and lawful. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the

time under normal operating conditions, measured on a quarterly basis. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time. Grantee shall respond to written complaints forwarded by the City or its designee with copy to City or its designee within thirty (30) days.

c. Subject to Grantee's obligations pursuant to law regarding privacy of certain information, Grantee shall prepare and maintain written records of all complaints received from City and the resolution of such complaints, including the date of such resolution. Grantee shall provide City with a written summary of such complaints and their resolution upon request of City. As to Subscriber complaints, Grantee shall comply with FCC record-keeping regulations, and make the results of such record-keeping available to City upon request, subject to customer privacy obligations.

d. Subscriber requests for repairs shall be commenced and best efforts shall be used complete repairs within thirty-six (36) hours of the request or as otherwise scheduled with the customer unless conditions beyond the control of Grantee prevent such performance. Grantee may schedule appointments for Installations and other service calls either at a specific time or, at a maximum, during a four hour time block during normal business hours. Grantee may also schedule service calls outside normal business hours for the convenience of customers. Grantee shall use its best efforts to not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the installer or technician is late and will not meet the specified appointment time, he/she must use his/her best efforts to contact the customer and reschedule the appointment at the sole convenience of the customer. Service call appointments must be met in a manner consistent with FCC standards.

5. Subscriber Contracts. Grantee shall file with City or provide an electronic link to any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during normal business hours or made available electronically online.

6. Refund Policy. In the event a Subscriber establishes or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

7. Late Fees. Fees for the late payment of bills shall not be assessed until after the service has been fully provided and, as of the due date of the bill notifying Subscriber of an unpaid balance, the bill remains unpaid. Late Fees shall be nondiscriminatory, consistent with federal and state laws, including consumer protection laws, and uniform with respect to late fees commonly charged in other jurisdictions in the Twin Cities.

8. Office Policy. Grantee shall maintain a convenient location in or around a reasonable distance of the City or the Franchise territory encompassing any joint regulatory body

of which City is a Member for receiving Subscriber inquiries and bill payments. The location must be staffed by a person capable of receiving inquiries and bill payments. In addition, Grantee shall maintain a local drop box for receiving Subscriber payments after hours, or may make arrangements for third-party payment locations (for example, in a convenience store) and equipment drop-off locations (for example, UPS stores). Grantee may also offer electronic customer service options through its web page and phone applications.

SECTION 6. ACCESS CHANNEL(S) PROVISIONS

1. Public, Educational and Government Access.

a. City or its designee is hereby designated to operate, administer, promote, and manage access (public, education, and government programming) (hereinafter “PEG access”) programming on the Cable System.

b. Grantee shall dedicate 6 Standard Definition (“SD”) channels and 2 High Definition (“HD”) channels for PEG access (the “PEG Channels”). All Subscribers to Cable Service offered on the System shall be eligible to receive such channels at no additional charge. The PEG Channels shall be activated upon the effective date of this Franchise and thereafter maintained. City may rename, reprogram, or otherwise change the use of these channels in its sole discretion, provided such use is non-commercial, lawful, and retains the general purpose of the provision of community programming. Nothing herein shall diminish the City's rights to secure additional channels pursuant to Minn. Stat. § 238.084, which is expressly incorporated herein by reference. City shall provide ninety (90) days prior written notice to Grantee of City's intent to activate access channels to the extent the maximum number agreed to herein are not already active.

c. Each PEG Channel(s) required by this Section shall retain the channel designation/number it had as of the commencement of this Franchise term. Upon six (6) months’ notice to City, any access channel may be moved by Grantee, but in no event more than once every two (2) years unless otherwise allowed by City, provided Grantee pays all reasonable costs or expenses of the North Suburban Access Corporation (NSAC), or its successor, arising out of the channel move including, but not limited to, equipment necessary to effect the change at the programmer’s production or receiving facility (school frequency routing equipment, etc.), signage, letterhead, business cards, and reasonable marketing or other constituency notification costs up to a maximum of \$10,000. This paragraph shall not apply to Regional Channel 6.

d. Sixty (60) months after the Effective Date, upon written request of at least 90 days’ advance notice, Comcast will make available to the Commission an additional HD PEG channel on the cable system.

e. The content of the HD PEG channels is up to the Commission. The Commission may simulcast one or more of the existing PEG channels in HD and SD formats, or it may choose to provide subscribers an HD channel that is programmed differently than the existing SD PEG channels (for example, the Commission could

create a “best of” HD PEG channel that carries a combination of HD public, educational and government programming from the existing PEG Channels). If an HD PEG channel is programmed differently, Comcast would have no additional obligation to provide an SD simulcast of that channel.

f. Comcast will make available to the Commission the ability to place PEG Channel programming information on the interactive channel guide by putting the Commission in contact with the electronic programming guide vendor (“EPG provider”) that provides the guide service. Comcast will be responsible for providing the designations and instructions necessary to ensure the channels will appear on the programming guide throughout the jurisdictions that are part of the Commission and the costs of any necessary headend equipment associated therewith. The Commission shall be responsible for providing programming information to the EPG provider and for any costs charged by the EPG provider, unless Comcast is required to pay for PEG EPG costs per applicable law or national commitments. As part of this Franchise, Comcast is not agreeing to make detailed guide functionality available for periods where the Commission chooses to distribute different PEG programming via the same channel number (i.e. narrowcasting) to subscribers in different communities that are part of the Commission.

g. Comcast will deliver the SD/HD PEG channels to Subscribers so that it is viewable without degradation, provided that it is not required to deliver a PEG Channel at a resolution higher than the highest resolution used in connection with the delivery of local broadcast signals to the public. Comcast may implement SD/HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast SD/HD channels carried on the cable system.

h. The HD PEG channels will be assigned a number near the other high definition local broadcast stations if such channel positions are not already taken, or if that is not possible, near high definition news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow. Grantee shall use its best efforts to group the HD PEG channels together in simultaneous order.

i. The City acknowledges that HD programming may require the viewer to have special viewer equipment (such as an HDTV and an HD-capable digital device/receiver), but any subscriber who can view an HD signal delivered via the cable system at a receiver shall also be able to view the HD PEG channels at that receiver, without additional charges or equipment. By agreeing to make PEG available in HD format, Comcast is not agreeing it may be required to provide free HD equipment to customers, nor modify its equipment or pricing policies in any manner.

j. Comcast will provide a bill message announcing the launch of the HD PEG Channels; however the City acknowledges that not all customers may receive the

bill message notice in advance of the channel launch in the interests of launching the channel sooner.

2. Remote Cablecasting. Grantee shall provide at no charge to the City/Commission for the term of this Franchise and until it renews, three (3) “open” cable internet modems with a static IP addresses that can be connected and operational anywhere on the System and capable of transmitting live remote HD PEG programming to the City’s master control center for live cablecasting, using business-class internet service (currently 50 mbs download and 10 mbs upload) and three MPEG encoder/transmitters and one multi-channel receiver device (capable of receiving at least 3 remote video feeds) for the Commission’s Master Control.

3. PEG Streaming. Grantee agrees to include the PEG channels in its in-home streaming cable service application (currently Xfinity TV App). Grantee will use reasonable efforts to make the PEG channels available to Subscribers outside the home on its TV-TO-GO Application, or equivalent.

4. Equipment. In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires the City or Commission to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the Access Channels to the Grantee’s headend, Grantee shall, at its own expense and free of charge to the City, the Commission, or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the PEG Channels in accordance with the requirements of the Franchise.

5. Grantee Not Liable. Neither the Grantee nor the officers, directors, or employees of the Grantee is liable for any penalties or damages arising from programming content not originating from or produced by the Grantee and shown on any public access channel, education access channel, government access channel, leased access channel, or regional channel.

6. Charges for Use. There shall be no charge to the City for the use of the PEG Channels.

7. Access Rules. City, or its designee, shall implement rules for use of any access channel(s).

8. Access Support.

a. In addition to satisfying the other requirements of this Section, the Grantee is required to provide the following additional PEG use funding (as used in this Section), PEG access refers to the channels, facilities and equipment used in connection with the channels on the subscriber network and associated interconnections; PEG use includes PEG access and dark fiber network and PRISMA network use, including use in connection with the network provided pursuant to Section 7.2 (Additional Network Services) including Exhibit C:

b. The Grantee will provide the following capital grant for PEG use for so long as it continues to operate under this franchise: Payments of all grants under the 1994 MOU through December 31, 2017; commencing January 1, 2018, Grantee shall pay to City three percent (3.0%) of its Gross Revenues paid quarterly based upon revenues for the calendar quarter. The first Gross Revenue payment shall be due on May 1, 2018, based on Gross Revenues for the quarter beginning January 1, 2018 and ending March 31, 2018, and thereafter, payments shall be due 30 days after the end of each calendar quarter, based on revenues for that quarter, or if the franchise should terminate or be revoked, 30 days after termination or revocation for any portion of quarter during which Grantee provided Cable Service.

c. Notwithstanding the foregoing requirements, if Grantee has a valid and binding sponsorship contract with an entity designated by the City/Commission to manage any public access channel, the City agrees that Grantee may offset any amount it pays under such contract against payments required above. Nothing in this section requires or shall be deemed to require Grantee to make any payment that constitutes a franchise fee under 47 U.S.C. § 542.

d. The parties agree that any cost to the Grantee associated with providing any support for PEG use required under this Franchise (including subscriber network drops and equipment and service to public institutions and the provision of the dark fiber network and PRISMA network and support for and payments made outside this franchise, if any), shall not be offset from the franchise fee.

e. Grantee may itemize the PEG fees on Subscribers' invoices in accordance with applicable law; provided, however, any PEG Fee charged to subscribers to recover PEG funding provided in 2017 shall not exceed \$6.00 per subscriber per month. Any supplementary PEG fee levied by Comcast after January 1, 2018, to recover past undercollections shall be set at 0.5% of cable Gross Revenues through December 31, 2019. Any excess recovery shall be paid to the Commission at the same time as the Franchise Fee payment.

9. Regional Channel 6. Grantee shall designate Channel 6 for uniform regional channel usage to the extent required by law.

10. State and Federal Law compliance. Satisfaction of the requirements of this Section 6 satisfies any and all of Grantee's state and federal law requirements of Grantee with respect to PEG access.

SECTION 7. NETWORKING PROVISIONS

1. Managed Network. The City and/or Commission has a need for a telecommunications network to connect certain government buildings in the North Suburban Territory for telecommunications services. Comcast or its Affiliate agrees to provide, operate, repair and maintain a managed telecommunications network to City and/or Commission for the Term of the Franchise in accordance with an executed Enterprise Services agreement, attached as **Exhibits B,**

B2, and B3. The Enterprise Services agreement shall set forth the locations, service, monthly fees for service and all other material terms and conditions relative to Comcast's or its Affiliate's provision of services to the City. Where an executed Enterprise Services agreement conflicts with any term or condition of this Section, the Enterprise Services agreement shall prevail; with the exception that in the event Grantee enters into a franchise or Enterprise Services agreement or similar agreement in the Twin Cities metropolitan area after the Effective Date of this Franchise that allow a city or group of cities to receive the same or similar services on terms, conditions and/or pricing that are more favorable (taking into account the agreement as a whole), Grantee agrees to make the pricing available immediately and make available the services within a reasonable period of time to the City and/or Commission under the same terms, conditions and/or pricing made available to the city or group of cities.

2. Additional Network Services. Comcast agrees to continue to make available to the City network facilities on the terms and conditions identified in **Exhibit C**.

SECTION 8. OPERATION AND ADMINISTRATION PROVISIONS

1. Administration of Franchise. The City Administrator or other designee shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City, or its designee, may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise and law.

2. Delegated Authority. The City may appoint a citizen advisory body or a Joint Powers Commission, or may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of the Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegatee of City.

3. Franchise Fee.

a. During the term of the Franchise, Grantee shall pay quarterly to City or its delegatee a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues, or such other amounts as are subsequently permitted by federal statute.

b. Any payments due under this provision shall be payable quarterly. The payment shall be made within thirty (30) days of the end of each of Grantee's fiscal quarters together with a report showing the basis for the computation.

c. All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

i. If an audit or review discloses an overpayment or underpayment of franchise fees, the City and/or the Commission shall notify Comcast of such overpayment or underpayment. The City's/Commission's audit or review expenses shall be borne by the City/Commission unless the audit

or review determines that the payment to the City should be increased by more than five percent (5%) in the audited/reviewed period, in which case the costs of the audit/review shall be borne by Comcast, up to a cap of \$25,000 for all current members of the Commission collectively, as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the City as a result of the audit or review shall be paid to the City within thirty (30) days following written notice to Comcast by the City/Commission of the underpayment, which notice shall include a copy of the audit/review report. If the recomputation results in additional revenue to be paid to the City, such amount shall be subject to a ten percent (10%) annual interest charge.

- ii. The City/Commission shall have the right to inspect and to require Comcast to provide any and all data, documents and records maintained by Comcast (or maintained by an Affiliate or a third-party contractor/vendor on behalf of Comcast) reasonably related to the calculation and payment of franchise fees. The Grantee shall maintain such records, documents and data for a minimum of four (4) years. Such records include, but are not limited to, those set forth in Paragraph 6 of the March 1, 2012, Settlement Agreement (attached hereto as Exhibit D).
- iii. Comcast shall have no less than twenty (20) business days to respond fully and completely to any written request for data, documents and records issued by the City/Commission, unless an extension of time is granted by the City/Commission in writing. Comcast may request an extension of the twenty (20) business day deadline applicable to a written request for data, information and documents no later than ten (10) business days after the date of such request. Every request for an extension of time shall describe, in detail, the reasons the extension is necessary. The City/Commission may, in its sole discretion, grant or deny an extension request, and shall act reasonably in making such a determination based on the scope and complexity of the information request at issue and the facts cited by Comcast in its written extension request.
- iv. In the event any franchise fee payment or recomputation amount is not made on or before the required date, Comcast shall pay, during the period such unpaid amount is owed, the additional compensation and interest charges computed from such due date, at an annual rate of ten percent (10%).
- v. Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee or assessment of general applicability.
- vi. The franchise fee payments required by this Franchise shall be in addition to any and all taxes or fees of general applicability. Comcast shall not have or make any claim for any deduction or other credit of all or any part

of the amount of said franchise fee payments from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Comcast shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Nor shall Comcast apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law.

- vii. Comcast shall ensure that persons or entities that only subscribe to non-cable service (*e.g.*, persons who subscribe only to high-speed Internet access, telephone service, alarm monitoring, or a combination of services that does not include cable service) are not assessed cable service franchise fees on ancillary charges imposed by Comcast on such subscribers, including but not limited to late fees, convenience fees and non-sufficient funds (NSF) charges, unless the imposition of cable service franchise fees is permitted by applicable laws or regulations.

4. Access to Records. The City/Commission shall have the right to inspect, upon reasonable notice and during normal business hours, or require Grantee to provide within a reasonable time copies of any records maintained by Grantee which relate to System operations including specifically Grantee's accounting and financial records and which are reasonably necessary for determining compliance with this Agreement.

5. Reports and Maps to be Filed with City.

a. Grantee shall file with the City/Commission, at the time or payment of the Franchise Fee, a report of all Gross Revenues in form and substance as required by City/Commission, an example of which is attached hereto as **Exhibit E**.

b. Grantee shall prepare and furnish to City/Commission, at the times and in the form prescribed, such other reasonable reports with respect to Grantee's operations pursuant to this Franchise as City/Commission may require provided that such reports shall be consistent with the way Grantee maintains the information in the ordinary course of business, all requests are reasonably and directly related to the enforcement of this Agreement, all produced information is subject to an acceptable confidentiality agreement, and Grantee shall have no less than 20 business days to produce such information with further extensions reasonably granted as needed based on the nature of the request.

c. If required by City/Commission, Grantee shall furnish to and file with City/Commission the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and Grantee shall file with City/Commission updates of such maps, plats and permanent records annually if changes have been made in the System.

6. Periodic Evaluation.

a. The City/Commission may require evaluation sessions at any time during the term of this Franchise, upon fifteen (15) days written notice to Grantee, but no frequently than one every twenty-four (24) months.

b. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City/Commission deems relevant.

c. As a result of a periodic review or evaluation session, Grantee and the City may agree to modifications of the terms and conditions of the Franchise.

SECTION 9. DISPUTE RESOLUTION

1. Performance Bond.

a. At the time the Franchise becomes effective and at all times thereafter, until the Grantee has liquidated all of its obligations with City, the Grantee shall furnish a bond to City in the amount of \$500,000.00 in a form and with such sureties as reasonably acceptable to City (attached hereto as **Exhibit F**). This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations and upon the further condition that in the event the Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the Grantee, plus a reasonable allowance for attorneys' fees and costs, up to the full amount of the bond, and further guaranteeing payment by the Grantee of claims, liens and taxes due City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by City with respect to the bond are in addition to all other rights City may have under the Franchise or any other law. City may, from year to year, in its sole discretion, reduce the amount of the bond. To the extent the City is a member of the Commission a single bond of \$500,000 will cover all member cities of the Commission.

b. The time for Grantee to correct any violation or liability, shall be extended by City if the necessary action to correct such violation or liability is, in the sole determination of City, of such a nature or character as to require more than thirty (30) days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) days to correct such violations or liability, commences the corrective action within the thirty (30) days period and thereafter uses reasonable diligence to correct the violation or liability.

c. In the event this Franchise is revoked by reason of default of Grantee, City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by City as a result of said default or revocation.

d. Grantee shall be entitled to the cancellation or return of the performance bond, or portion thereof, as remains sixty (60) days after the expiration of the term of the Franchise or revocation for default thereof, provided City has not notified Grantee of any actual or potential damages incurred as a result of Grantee's operations pursuant to the Franchise or as a result of said default.

e. The rights reserved to City with respect to the performance bond are in addition to all other rights of City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right City may have.

2. Letter of Credit and Liquidated Damages.

a. At the time of acceptance of this Franchise, Grantee shall deliver to City an irrevocable and unconditional Letter of Credit, in form and substance acceptable to City, from a National or State bank approved by City, in the amount of \$25,000.00.

b. The Letter of Credit shall provide that funds will be paid to City, upon written demand of City, and in an amount solely determined by City in payment for penalties charged pursuant to this Section, in payment for any monies owed by Grantee to City or any person pursuant to its obligations under this Franchise, or in payment for any damage incurred by City or any person as a result of any acts or omissions by Grantee pursuant to this Franchise.

c. In addition to recovery of any monies owed by Grantee to City or any person or damages to City or any person as a result of any acts or omissions by Grantee pursuant to the Franchise, City in its sole discretion may charge to and collect from the Letter of Credit the following penalties:

- i. For failure to provide data, documents, reports or information or to cooperate with City during an application process or system review or as otherwise provided herein, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.
- ii. Fifteen (15) days following notice from City of a failure of Grantee to comply with construction, operation or maintenance standards, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.
- iii. For failure to provide the services Grantee has proposed, including, but not limited to, the implementation and the utilization of the access channels and the maintenance and/or replacement of the equipment and

other facilities, the penalty shall be \$500.00 per day for each day, or part thereof, such failure occurs or continues.

iv. For Grantee's breach of any written contract or agreement with or to the City or its designee, the penalty shall be \$500.00 per day for each day, or part thereof, such breach occurs or continues.

v. For failure to comply with any of the provisions of this Franchise, or other City ordinance for which a penalty is not otherwise specifically provided pursuant to this paragraph c, the penalty shall be \$250.00 per day for each day, or part thereof, such failure occurs or continues.

d. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.

e. Whenever City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, or for any other violation contemplated in Subparagraph c. above, a written notice shall be given to Grantee informing it of such violation. At any time after thirty (30) days (or such longer reasonable time which, in the sole determination of City, is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in the sole opinion of City, City may draw from the Letter of Credit all penalties and other monies due City from the date of the local receipt of notice.

f. Whenever the Letter of Credit is drawn upon, Grantee may, within seven (7) days of such draw, notify City in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by Grantee to City shall specify with particularity the matters disputed by Grantee. All penalties shall continue to accrue and City may continue to draw from the Letter of Credit during any appeal pursuant to this subparagraph.

i. City shall hear Grantee's dispute within sixty (60) days and render a final decision within sixty (60) days thereafter.

ii. Upon the determination of City that no violation has taken place, City shall refund to Grantee, without interest, all monies drawn from the Letter of Credit by reason of the alleged violation.

g. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced Letter of Credit shall be of the same form and with a bank authorized herein and for the full amount stated in paragraph 2(a) of this Section.

h. If City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to City a like replacement Letter of Credit or certification of replenishment for the full amount stated in Section 9.2(a) (Letter of Credit and Liquidated Damages) as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any draws upon the Letter of Credit.

i. If any Letter of Credit is not so replaced or replenished, City may draw on said Letter of Credit for the whole amount thereof and use the proceeds as City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by Grantee under this Franchise. The drawing on the Letter of Credit by City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

j. The collection by City of any damages, monies or penalties from the Letter of Credit shall not affect any other right or remedy available to City, nor shall any act, or failure to act, by City pursuant to the Letter of Credit, be deemed a waiver of any right of City pursuant to this Franchise or otherwise.

3. Indemnification of City.

a. City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with Grantee's construction, operation, maintenance, repair or removal of the System or as to any other action of Grantee with respect to this Franchise.

b. Grantee shall indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the City's exercise, administration, or enforcement of the Franchise.

c. Nothing in this Franchise relieves a Person, except City, from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Right-of-Way or public place or with the construction or reconstruction of a sewer or water system.

d. Grantee shall contemporaneously with this Franchise execute an Indemnity Agreement in the form of **Exhibit G**, which shall indemnify, defend and hold the City and Commission harmless for any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses arising out of the actions of the City and/or Commission in renewal of this Franchise. The term of the Indemnity Agreement shall not exceed 180 days' from the Effective Date of this Franchise, unless the City or Commission has received statutory

notice of a claim based upon the renewal of this Franchise. This obligation includes any claims by another franchised cable operator against the City and/or Commission that the terms and conditions of this Franchise are less burdensome than another franchise granted by the City or that this Franchise does not satisfy the requirements of applicable state law(s).

4. Insurance.

a. As a part of the indemnification provided in Section 9.3 (Indemnification of City), but without limiting the foregoing, Grantee shall file with City at the time of its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including broadcaster's/cablecaster's liability and contractual liability coverage, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for any and all damages and penalties which may arise as a result of this Franchise. The policy or policies shall name the City as an additional insured, and in their capacity as such, City officers, elected officials, boards, commissions, agents and employees.

b. The policies of insurance shall be in the sum of not less than \$1,000,000.00 for personal injury or death of any one Person, and \$2,000,000.00 for personal injury or death of two or more Persons in any one occurrence, \$500,000.00 for property damage to any one person and \$2,000,000.00 for property damage resulting from any one act or occurrence.

c. The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to City.

SECTION 10. SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

1. City's Right to Revoke.

a. In addition to all other rights which City has pursuant to law or equity, City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by City that:

- i. Grantee has violated material provisions(s) of this Franchise; or
- ii. Grantee has practiced fraud or deceit upon City.

City may enforce its rights and seek any and all relief allowed under applicable law if Grantee is adjudged a bankrupt.

2. Procedures for Revocation.

a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required herein, City shall provide Grantee with the basis of the revocation.

b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, which public hearing shall follow the thirty (30) day notice provided in subparagraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

c. Only after the public hearing and upon written notice of the determination by City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.

d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any person or the public.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City. Grantee may not abandon the System or any portion thereof without compensating City for damages resulting from the abandonment, including all costs incident to removal of the System.

4. Removal After Abandonment, Termination or Forfeiture.

a. In the event of termination or forfeiture of the Franchise or abandonment of the System, City shall have the right to require Grantee to remove all or any portion of the System from all Rights-of-Way and public property within City, unless Grantee is offering other services (such as telecommunication services) over the System and has or obtains the necessary authorizations to occupy the rights-of-way for such purposes.

b. If Grantee is not providing other lawful services over the System with the necessary authorizations and has failed to commence removal of System, or such part thereof as was designated by City, within thirty (30) days after written notice of City's demand for removal is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of City's demand for removal is given, City shall have the right to apply funds secured by the Letter of Credit and Performance Bond toward removal and/or declare all right, title, and interest to the System to be in City with

all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it.

5. Sale or Transfer of Franchise.

a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee's parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee's assets, a merger including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate entity, shall take place until a written request has been filed with City requesting approval of the sale, transfer, or corporate change and such approval has been granted or deemed granted, provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness. The foregoing notwithstanding, Grantee must seek approval of any transaction constituting a transfer under state law.

b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee's parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 10.5. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. In any event, as used herein, a new "controlling interest" shall be deemed to be created upon the acquisition through any transaction or group of transactions of a legal or beneficial interest of fifteen percent (15%) or more by one Person. Acquisition by one Person of an interest of five percent (5%) or more in a single transaction shall require notice to City. This requirement shall not apply to transactions involving the acquisition of a non-Cable Service business, movie studio, or other such business venture by Grantee's parent company).

c. The Grantee shall file, in addition to all documents, forms and information required to be filed by applicable law, the following subject to reasonable confidentiality agreements, if necessary:

- i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof.
- ii. A list detailing all public documents filed with any state or federal agency related to the transaction including, but not limited to, the MPUC, the FCC, the FTC, the FEC, the SEC or MnDOT. Upon request, Grantee shall provide City with a complete copy of any such document; and
- iii. Any other documents or information related to the transaction as may be specifically requested by the City which are necessary in order to understand the terms thereof.

d. City shall have such time as is permitted by federal law in which to review a transfer request.

e. The Grantee shall reimburse City for all the legal, administrative, and consulting costs and fees associated with the City's review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee. Grantee may not itemize any such reimbursement on Subscriber bills, but may recover such expenses in its subscriber rates.

f. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to subparagraph (a) or (b) of this Section be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City including, but not limited to, any adequate guarantees or other security instruments provided by the transferor.

g. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to subparagraph (a) or (b) of this Section, City shall have the right to purchase the System for the value of the consideration proposed in such transaction. City's right to purchase shall arise upon City's receipt of notice of the material terms of an offer or proposal for sale, transfer, corporate change, or assignment, which Grantee has accepted. Notice of such offer or proposal must be conveyed to City in writing and separate from any general announcement of the transaction.

h. City shall be deemed to have waived its right to purchase the System pursuant to this Section only in the following circumstances:

- i. If City does not indicate to Grantee in writing, within sixty (60) days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section 10.5 (g) above, its intention to exercise its right of purchase; or
- ii. It approves the assignment or sale of the Franchise as provided within this Section.

i. No Franchise may be transferred if City determines Grantee is in noncompliance of the Franchise unless an acceptable compliance program has been approved by City. The approval of any transfer of ownership pursuant to this Section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to City.

SECTION 11. PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers (or group of potential subscribers) or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability. Grantee shall comply at all times with all other applicable federal, state, and city laws, and all executive and administrative orders relating to nondiscrimination.
2. Subscriber Privacy. Grantee shall comply with all customer privacy obligations under applicable law.

SECTION 12. UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive services of the System without Grantee's authorization.
2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever, except for any rights City may have pursuant to this Franchise or its police powers.
3. Penalty. Any firm, Person, group, company, or corporation found guilty of violating this section may be fined not less than Twenty Dollars (\$20.00) and the costs of the action nor more than Five Hundred Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

SECTION 13. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with applicable federal, state and local laws and regulations.
2. Work Performed by Others. All applicable obligations of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise, however, in no event shall any such subcontractor or other performing work obtain any rights to maintain and operate a System or provide Cable Service. Grantee shall provide notice to City of the name(s) and address(es) of any entity, other than Grantee, which performs substantial services in the City pursuant to this Franchise.
3. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review

session pursuant to Section 8.6 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. Provided, however, nothing herein shall restrict City's exercise of its police powers.

4. Compliance with Federal, State and Local Laws.

a. If any federal or state law or regulation shall require or permit City or Grantee to perform any service or act or shall prohibit City or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. Grantee and City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and to conform to federal laws and regulations regarding cable as they become effective.

b. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and City.

5. Nonenforcement by City. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of City to enforce prompt compliance. City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

6. Rights Cumulative. All rights and remedies given to City by this Franchise or retained by City herein shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

7. Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.

8. No Third Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement. This provision does not apply to the Commission or the NSAC.

SECTION 14. PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall January 1, 2017.

2. Acceptance.

a. Grantee shall accept this Franchise within sixty (60) of its enactment by the City Council, unless the time for acceptance is extended by City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes provided, however, this Franchise shall not be effective until all City ordinance adoption procedures are complied with and all applicable timelines have run for the adoption of a City ordinance. In the event acceptance does not take place, or should all ordinance adoption procedures and timelines not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.

b. Upon the Effective Date and acceptance of this Franchise, Grantee and City shall be bound by all the terms and conditions contained herein.

c. Grantee shall accept this Franchise in the following manner:

i. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

ii. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this _____ day of _____, 2017.

ATTEST:

CITY OF FALCON HEIGHTS

By: _____
Its: _____

By: _____
Its: _____

ACCEPTED: This Franchise is accepted and we agree to be bound by its terms and conditions.

COMCAST OF MINNESOTA, INC.

Dated: _____

By: _____

Its: _____

Exhibit A – Drops to Designated Buildings

Exhibit A – Drops to Designated Buildings

City of Arden Hills

| Inst. Name | Street Address | City |
|--------------------------|-----------------------|-------------|
| Arden Hills City Hall | 4364 W. Round Lk. Rd. | Arden Hills |
| Arden Hills Public Works | 1460 W. Hwy. 96 | Arden Hills |

City of Falcon Heights

| Inst. Name | Street Address | City |
|-----------------------------|-------------------------|----------------|
| Falcon Heights City Hall | 2077 W. Larpenteur Ave. | Falcon Heights |
| Falcon Heights Fire Station | 2077 W. Larpenteur Ave. | Falcon Heights |

City of Lauderdale

| Inst. Name | Street Address | City |
|----------------------|-----------------|------------|
| Lauderdale City Hall | 1891 Walnut St. | Lauderdale |

City of Little Canada

| Inst. Name | Street Address | City |
|-----------------------------|--------------------------|---------------|
| Little Canada City Hall | 515 E. Little Canada Rd. | Little Canada |
| Little Canada Fire Station | 325 Little Canada Rd. | Little Canada |
| Old Little Canada Comm Room | 440 E. Little Canada Rd. | Little Canada |

City of Mounds View

| Inst. Name | Street Address | City |
|------------------------------|---------------------|-------------|
| Mounds View City Hall | 2401 Hwy. 10 | Mounds View |
| Mounds View Community Center | 2394 Edgewood Dr. | Mounds View |
| Mounds View Maintenance Gar. | 2466 NE Bronson Dr. | Mounds View |

City of New Brighton

| Inst. Name | Street Address | City |
|--------------------------------|-----------------------------|--------------|
| New Brighton City Hall | 803 NW 5 th Ave. | New Brighton |
| New Brighton Fire Station | 785 NW 5 th Ave. | New Brighton |
| New Brighton Maintenance Bldg. | 700 NW 5 th Ave. | New Brighton |
| New Brighton Municipal Bldg. | 785 Old Highway 8 | New Brighton |

City of North Oaks

| Inst. Name | Street Address | City |
|----------------------|------------------------|------------|
| North Oaks City Hall | 100 Village Center Dr. | North Oaks |

Exhibit A – Drops to Designated Buildings

City of Roseville

| Inst. Name | Street Address | City |
|------------------------------------|------------------------|-----------|
| Roseville City Hall | 2661 Civic Center Dr. | Roseville |
| Roseville Fire Station 1 | 2701 N. Lexington Ave. | Roseville |
| Roseville Gymnastics Cntr. | 1240 Co. Rd. B-2 | Roseville |
| Roseville Harriet Alexander Nature | 2520 N. Dale St. | Roseville |
| Roseville Maintenance Building | 2660 Civic Center Dr. | Roseville |
| CTV Admin., CTV | 2670 Arthur St | Roseville |

City of St. Anthony

| Inst. Name | Street Address | City |
|--------------------------------|----------------------|-------------|
| St. Anthony City Hall | 3301 Silver Lake Rd. | St. Anthony |
| St. Anthony Fire Station | 2900 Kenzie Terrace | St. Anthony |
| St. Anthony Public Works | 3801 Chandler Dr. | St. Anthony |
| St. Anthony Community Services | 3301 Silver Lake Rd. | St. Anthony |
| St. Anthony Police | 3301 Silver Lake Rd. | St. Anthony |

Dist. 2822 – SA/NB Schools

| Inst. Name | Street Address | City |
|-------------------------------|-------------------------------|-------------|
| ISD 282 District Office SA/NB | 3303 33 rd Ave. NE | St. Anthony |
| St. Anthony High School | 3303 33 rd Ave. NE | St. Anthony |
| St. Anthony Middle School | 3303 33 rd Ave. NE | St. Anthony |
| Wilshire Park Elementary | 3600 NE Highcrest Rd. | St. Anthony |

Dist. 621 – Mounds View

| Inst. Name | Street Address | City |
|----------------------------|------------------------------|--------------|
| Bel Air Elementary School | 1800 NW 5 th St. | New Brighton |
| Edgewood Middle School | 5100 N. Edgewood Dr. | Mounds View |
| Highview Middle School | 2300 NW 7 th St. | New Brighton |
| Irondale High School | 2425 Long Lake Rd. | New Brighton |
| Mounds View High School | 1900 W. Co. Rd. F | Arden Hills |
| Pike Lake Elementary | 2101 NW 14 th St. | New Brighton |
| Pinewood Elementary | 5500 Quincy St. | Mounds View |
| Early Education School | 500 NW 10 th St. | New Brighton |
| Sunnyside Elementary | 2070 W. Co. Rd. H | New Brighton |
| Valentine Hills Elementary | 1770 W. Co. Rd. E2 | Arden Hills |

Exhibit A – Drops to Designated Buildings

Dist. 623 – Roseville Area

| Inst. Name | Street Address | City |
|------------------------------|-----------------------|----------------|
| Brimhall Elementary | 1744 W. Co. Rd. B | Roseville |
| Central Park Elementary | 535 W. Co. Rd. B2 | Roseville |
| Edgerton Elementary School | 1929 Edgerton St. | Maplewood |
| Fairview Community Center | 1910 W. Co. Rd. B | Roseville |
| Falcon Heights Elementary | 1393 W. Garden Ave. | Falcon Heights |
| ISD 623 District Center | 1251 W. Co. Rd. B2 | Roseville |
| Little Canada Elementary | 400 Eli Rd. | Little Canada |
| Parkview Center School | 701 W. Co. Rd. B | Roseville |
| Roseville Area High School | 1261 Hwy. 36 | Roseville |
| Roseville Area Middle School | 15 E. Co. Rd. B2 | Little Canada |

Hennepin County

| Inst. Name | Street Address | City |
|----------------------------|-----------------------|-------------|
| St. Anthony Public Library | 2900 NE Pentagon Dr. | St. Anthony |

Ramsey County

| Inst. Name | Street Address | City |
|----------------------------------|-----------------------------|--------------|
| Ramsey Co. Library – Mounds View | 2576 Hwy. 10 | Mounds view |
| Ramsey Co. Library – Roseville | 2180 N. Hamline Ave. | Roseville |
| Ramsey Co Library – New Brighton | 400 10 th St. NW | New Brighton |

Exhibit B – Comcast Enterprise Services Master Services Agreement (MSA)

Exhibit B**COMCAST ENTERPRISE SERVICES
MASTER SERVICES AGREEMENT (MSA)**

MSA ID#: MN-7078239-surqu MSA Term:60 months Customer Name:City of Roseville

CUSTOMER INFORMATION

| | |
|--|--|
| Primary Contact: Terre Heiser | <u>Primary Contact Address Information</u> |
| Title: Director of IT | Address 1: 2660 Civic Center Drive |
| Phone: (651) 792-7092 | Address 2: |
| Cell: | City: Roseville |
| Fax: | State: MN |
| Email: network.manager@cityofroseville.com | Zip Code: 55113 |

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:

Name:

Title:

Date:

COMCAST USE ONLY (by authorized representative)

Signature:

Sales Rep: Steven Urquhart

Name:

Sales Rep Email: steven_urquhart@cable.comcast.com

Title:

Region:

Date:

Division:

Exhibit B2 – First Amendment to Comcast Enterprise Services Master Agreement

**FIRST AMENDMENT TO
COMCAST ENTERPRISE SERVICES MASTER AGREEMENTS**

**No. MN-7078239-surqu-6107932
No. MN-10682707-surqu-8012973
No. MN-10682530-surqu-8012808
No. MN-1919172-surqu-7985235
No. MN-10681743-surqu-8012080**

This First Amendment (“Amendment”) is concurrently entered into on _____ (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement Nos. 7078239; 10682707; 10682530; 1919172; and 10681743 (“Agreement”) by and between Comcast of Minnesota, Inc. (“Comcast”) and the Cities of Roseville, Hugo, Arden Hills, Lauderdale, and North Oaks (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties.” In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

WHEREAS, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

CHANGES TO THE GENERAL TERMS AND CONDITIONS:

1. DEFINITIONS:

a. "Agreement, Enterprise Services Master Services Agreement or MSA" is deleted in its entirety and replaced with the following:

Agreement, Enterprise Services Master Services Agreement or MSA in reverse order of Precedence: Consists of 1) Initial Sales Orders ID No. MN-7078239-surqu-6107932; MN-10682707-surqu-8012973; MN-10682530-surqu-8012808; MN-1919172-surqu-7985235; and MN-10681743-surqu-8012080, 2) Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions" Version 1.2 in effect as of the date of this Agreement, as may be updated by Comcast from time to time with written notice to Customer’s Chief Information Officer. Comcast will annually present to Customer any changes to the General Terms and Conditions as a condition of them becoming effective as to Customer, 3) the then current Product-Specific Attachment for each ordered Service ("PSA"), 4) any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions

("Amendments") including this Amendment and 5) each subsequent Sales Order accepted by Comcast and Customer under the Agreement.

b. "Comcast Website or Website" is revised as follows:

The Comcast website where Comcast security and privacy policies applicable to the Agreement will be posted. Comcast will annually present to Customer for review any changes to Comcast security and privacy policies and such amended policies shall not be effective until such notice is provided. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

c. "Confidential Information" is deleted in its entirety and replaced with the following:

Comcast claims that information it provides to Customer during the course of this Agreement constitutes Comcast's valuable property and that the information embodies substantial creative efforts which are proprietary, secret, confidential, not generally known by the public, and which secure to Comcast a competitive advantage, and are Confidential and Trade Secrets as defined by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("Data Practices Act"), and not subject to public disclosure.

Customer agrees that, if a request is received for access to data that Comcast claims under this Agreement to be trade secret information, Customer will notify Comcast of the request. Comcast will, as soon as reasonably possible, but no later than five (5) business days from the time of notice, provide Customer written justification for its claim that the requested data is Trade Secret data. Customer shall review the justification. If it agrees, Customer shall so inform the requester. If it disagrees, Customer shall so inform Comcast and the data requester and will then act accordingly to respond to the request for data. Thereafter Comcast shall take all actions, including exercise of its legal remedies, it deems necessary to protect the disclosure of the data and Comcast shall defend, indemnify, and hold harmless Customer, its officials, employees and agents from any liability for failure to release, disclose, give access to, or copy the requested data.

d. Definition for "Initial Sales Orders" is added and shall mean Sales Order Nos. MN-7078239-surqu-6107932; MN-10682707-surqu-8012973; MN-10682530-surqu-8012808; MN-1919172-surqu-7985235; and MN-10681743-surqu-8012080, which is the request for Services to the 8 Customer Service Locations submitted by Customer to Comcast on a then-current Comcast form designated for that purpose. For the purposes of the General Terms and Conditions, the Initial Sales Orders shall also be referred to as Sales Order, except where explicitly identified otherwise.

e. "Sales Order" is deleted in its entirety and replaced with the following:

Sales Order shall mean any Sales Order other than the Initial Sales Orders that Customer submits to Comcast as a request for Comcast to provide the Services to a Service Location(s) on a then-current form designated for that purpose.

f. **"Service(s)"** is modified to read as follows:

A service provided by Comcast pursuant to a Sales Order under this Agreement.

2. **Article 1 "Changes to the Agreement Terms"** is deleted in its entirety and replaced with the following:

Alteration. Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

3. **Article 2.2 "Access"** is hereby modified to read as follows:

In order to deliver certain Services to Customer, Comcast may require access, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast shall provide Customer written notice of such failure and Customer shall have thirty (30) business days from the date said notice was received by the Customer to cure such failure. If Customer fails to correct such failure within the cure period, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, except with regard to cancelled or terminated services to Service Locations covered by the Initial Sales Orders, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs or expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Service to such Service Location, Customer or Comcast may cancel or terminate Service to such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of the Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

Comcast agrees to abide by all applicable laws and regulations. In the event Comcast ceases to provide services or at the conclusion or termination of all agreements between Customer and Comcast, if applicable to the Service, Comcast shall use its best efforts to return all Customer data to the Customer in a Customer-approved format and purge such data from Comcast computers and storage devices. Comcast will provide written verification of data purge if applicable.

4. Article 2.5 "Ownership, Impairment and Removal of Network" is hereby modified to read as follows:

Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of six (6) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

5. Article 2.7 "Engineering Review" is modified to read as follows:

Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) business days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). Failure to respond within five (5) business days will be deemed a rejection. For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

6. Article 3.3 "Payment of Bills" is hereby modified to read as follows:

Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be

considered timely made to Comcast if received within thirty (30) days after the invoice date, however, customer's account shall provide for a fifteen (15) day Grace Period ("Grace Period") immediately subsequent to the thirty (30) day payment remittance period. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period.

7. Article 3.7 "Other Government-Related Costs and Fees" is hereby modified to read as follows:

Customer will pay fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, use, or provision of the Services, including, without limitation, applicable franchise fees, and universal service fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government fees and surcharges may be changed with or without notice. In the event that a newly adopted law, rule-or regulation imposes a new government fee or surcharge that increases Comcast's costs of providing Services to Customer, Customer shall pay Comcast's additional costs of providing Services to Customer under the new law, rule or regulation.

Notwithstanding the foregoing, this section does not apply to one-time permitting or other non-recurring charges incurred by Comcast which are directly related to the construction of the Network.

8. Article 3.8 "Disputed Invoice" is hereby modified to read as follows:

If Customer disputes any portion of an invoice by the due date, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice. Under no circumstances may Customer submit a billing dispute to Comcast later than one-hundred eighty (180) days following Customer's receipt of the applicable invoice. Except as otherwise provided herein, payment of any disputed amounts by Customer shall not constitute a waiver of any rights or claims of Customer. In the event any part of this provision conflicts with Minnesota Statute Section 471.425, the statute will govern.

9. Article 3.9 "Past-Due Amounts" is deleted in its entirety and replaced with the following:

Customer will comply with Minnesota Statute Section 471.425.

10. Article 3.11 "Fraudulent Use of Service" is hereby modified to read as follows:

Customer is responsible for all charges attributable to Customer's authorized users with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service. Notwithstanding the above, if applicable to the Service, the Comcast Enterprise Services sales administrative support team will use commercially reasonable efforts to notify customer when and if it becomes aware of any verified fraudulent activity on the Customer's account.

11. Article 4.2 "Sales Order Term/Revenue Commitment" is hereby modified to read as follows:

"Initial Sales Orders Term/Sales Order Term." The applicable Service Term of the Initial Sales Orders shall be co-terminus with the MSA Term. The applicable Service term of any other Sales Orders shall be co-terminus with the MSA Term.

12. Article 5.2 "Termination for Cause" is hereby modified to read as follows:

If either Party breaches any material term of the Agreement, other than a payment term and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. (except Comcast may not under this section suspend or terminate service for Safety-Critical functions). If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make a payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service (except Comcast may not under this section suspend or terminate service for Safety-Critical functions) under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to an open billing dispute. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

13. Article 5.3.B is deleted in its entirety and replaced with the following:

If applicable to the Service, and if requested by Customer, Comcast will use best and commercially reasonable efforts to return all Customer data in a Customer-approved format and purge Customer data from Comcast networks and devices. If applicable, Comcast will give Customer written verification that Customer data has been purged.

14. Article 5.3.D is modified to read as follows:

Customer will permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment or the cost of repair (if repair is available and commercially reasonable) whichever is lower, which amounts shall be immediately due and payable.

15. Article 5.6 is added to the Agreement:

Notwithstanding Article 5.3, 5.4 and 5.5, the Parties agree that upon termination of the Agreement, termination of a Sales Order, or discontinuance of Service, the Customer may extend access to the Services in accordance with Article 11.17 Transition Services.

16. Article 6.1 "Limitation of Liability" is hereby modified to read as follows:

A. THE AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE NEGLIGENCE OR MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION. THIS LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES RENDERED FOR ANY LOST OR DAMAGED EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR EARLY TERMINATION CHARGES.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES PERFORMED, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR EARLY TERMINATION CHARGES.

17. Article 6.2 B. "Disclaimer of Warranties" is modified to read as follows:

Without limiting the generality of the foregoing, and except as otherwise identified in this Agreement, PSA, or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

18. Article 6.3 is deleted in its entirety.

19. Article 6.4 is hereby modified to read as follows:

Customer's and Comcast's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which the Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of the Parties is limited to the maximum extent permitted by law.

20. Article 7.1 "Comcast's Indemnification Obligations" is deleted in its entirety and replaced with the following:

Comcast shall indemnify defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the negligence or misconduct of Comcast while working on the Customer Service Location.

21. Article 7.2 "Customer's Indemnification Obligation" is deleted in its entirety and replaced with the following:

Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the negligence or misconduct of Customer with respect to its users of the Service.

22. Article 7.3 "Indemnification Procedures" is hereby modified to read as follows:

The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying

Party shall assume the defense of any Action. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

23. Article 8.1 "License" is modified to read as follows:

If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

24. Article 9.1 "Disclosure and Use" revised to include the following sentence:

In the event any part of this provision conflicts with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (the "Act"), the Act will govern.

Notwithstanding the foregoing information in this Article 9.1, the Parties agree that the Data Practices Act governs the disclosure of confidential information in the Parties possession.

25. Article 9.3 "Publicity" is hereby modified to read as follows:

The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release except as permitted by the Agreement or otherwise consented to in writing by the other Party.

26. Article 10.1 "Prohibited Uses and Comcast Use Policies" is hereby modified to read as follows:

Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required

government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for requiring its users to comply with the provisions of the Agreement. Comcast reserves the right to act immediately to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written or electronic instructions for use. Notwithstanding the above, and except when required by law or in emergency situations, the Comcast Enterprise Services sales administrative support team will use commercially reasonable efforts to notify customer before taking such restrictive actions. Notwithstanding the foregoing, except in situations where Comcast has been instructed by the law or police action to not consult with Customer prior to restrictive actions. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies incorporated into this Agreement ("Use Policies") that may limit use. Only those Use Policies and other security policies concerning the Services posted on the Website as of the date of this Agreement are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting and delivery of written notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information. Comcast will annually present to Customer for review any changes to Use Policies.

27. Article 10.4 is hereby modified to read as follows:

Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

Notwithstanding the foregoing, Customer may make the services available to its authorized end users as set forth in the Initial Sales Orders and may place orders for service on behalf of other municipalities for services under this Agreement. The City's charging of a cost-recovery/cost sharing fee for the cost of the services provided under this Agreement to another local government unit as part of a joint powers or cost sharing agreement would not constitute resale.

28. Article 10.5 "Violation" is hereby modified to read as follows:

Any breach of Article 10.1 or 10.4 may be deemed a material breach of this Agreement. In the event of such material breach, Comcast may restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

29. Article 11.2 "Assignment or Transfer" is hereby modified to read as follows:

Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. The foregoing notwithstanding, upon written notice to Customer, Comcast may assign this Agreement, to any affiliate, related entity, or third party without Customer's consent. Any third party acquiring rights from Comcast through an assignment will have all necessary regulatory authority to provide the fiber transport services under the Agreement. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

30. Article 11.15 "Precedence" is added to the Agreement:

In the event of an explicit conflict between this First Amendment to the Comcast Enterprise Services Master Agreement and the Comcast Enterprise Services General Terms and Conditions, this First Amendment will control in the interpretation of the conflict. All other documents comprising the Agreement will control in order of precedence noted above.

31. Article 11.17 "Transition Services" is added to the Agreement:

If (a) the Customer or Comcast elects not to renew this Agreement after the Initial Term pursuant to the Service Term specified in the respective Sales Orders; (b) the Customer so elects upon expiration of this Agreement, then the Customer may extend access to the Services, at Comcast's then current time and materials rate, ("Transition Services") on a month-to-month basis for a period not to exceed six (6) months or, if mutually agreed-to by the Customer and Comcast, twelve (12) months, ("Transition Period") from the date of the expiration or termination of this Agreement. Further, in the event Comcast terminates this Agreement or any Sales Order pursuant to section 5.2 of this Agreement, Customer may elect to extend access to safety-critical services and functions at the Transition Services rates. Transition Services rates must be commercially reasonable and represent fair market value. The rates for the Transition Services shall be at Comcast's then current Services fees schedule in effect at the time of expiration or termination of this Agreement. The Customer shall give Comcast no less than sixty (60) days prior written notice before the expiration or termination of this Agreement of its desire to extend access under this Section, and shall provide thirty (30) days prior written notice of election to cancel Transition Services after the Transition Period begins. Upon expiration of the Transition Period for Transition Services, Comcast shall terminate the Services and no further extension shall be given without prior written approval of Comcast. In addition, in the event the Customer terminates this Agreement for cause, Comcast shall cooperate with the Customer during the Transition Period in its attempts at transferring to another service provider.

32. Article 11.18 Safety Critical Services and Functions is added to the Agreement:

Notwithstanding any term to the contrary in this Agreement, and with the limited exception of when required by law or in emergency situations, in the event Comcast determines that under the

terms of this Agreement it will terminate, discontinue, suspend, restrict, or otherwise interrupt Safety-Critical services or functions, Comcast will notify Customer prior to service disruption of the intended action and basis for action and Customer may elect to continue Safety Critical services. Safety Critical services or functions are Services required to operate Customer's emergency service dispatch systems.

33. Pricing for Additional Locations. The following pricing schedule* is hereby added to the Agreement and applicable to Ethernet Network Services purchased by the Customer during the initial Service Term:

Pricing Schedule for Ethernet Network Services

| Service | Bandwidth | Term | MRC | Custom Install Fees |
|---------|-----------|-----------|----------|---------------------|
| ENS | 1000 Mbps | 60 Months | \$958.00 | \$250.00 |
| ENS | 100 Mbps | 60 Months | \$486.00 | \$250.00 |
| ENS | 10 Mbps | 60 Months | \$242.00 | \$250.00 |

*All new On-Net Service Locations may be subject to additional Custom Install Fees due to construction expenses incurred by Comcast. MRC includes Ethernet services and equipment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

Dated: _____

CITY OF ROSEVILLE

COMCAST OF MINNESOTA, INC.

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

By: _____

Its: _____

Dated: _____

CITY OF HUGO

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Dated: _____

CITY OF ARDEN HILLS

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Dated: _____

COMCAST OF MINNESOTA, INC.

By: _____

Its: _____

COMCAST OF MINNESOTA, INC.

By: _____

Its: _____

CITY OF LAUDERDALE

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

Dated: _____

CITY OF NORTH OAKS

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

COMCAST OF MINNESOTA, INC.

By: _____

Its: _____

COMCAST OF MINNESOTA, INC.

By: _____

Its: _____

Exhibit B3 - Comcast Enterprise Services General Terms and Conditions

Exhibit B-3
COMCAST ENTERPRISE SERVICES
GENERAL TERMS AND CONDITIONS

VERSION: 1.2

DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Enterprise Services Master Services Agreement or MSA: Consists of the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, these Enterprise Services General Terms and Conditions (“General Terms and Conditions”), the then current Product-Specific Attachment for each ordered Service (“PSA”), any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions (“Amendment(s)”), and each Sales Order accepted by Comcast under the Agreement.

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Enterprise Services Master Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the General Terms and Conditions, PSAs and other Comcast security and privacy policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party’s business which has been marked or is otherwise communicated as being “proprietary” or “confidential.” or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed

Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties’ communications regarding such items.

Customer: The company, corporation, or other entity named on the Enterprise Services Master Service Agreement Cover Page and a Sales Order.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer’s provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These Enterprise Services General Terms and Conditions.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Comcast Equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Revenue Commitment: A commitment by Customer to purchase a minimum volume of Service during an agreed term, as set forth in a Sales Order.

Sales Order: A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only. Services available under this Agreement are identified on the Website.

Exhibit B-3

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s).

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.

Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Termination Charges: Charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

ARTICLE 1. CHANGES TO THE AGREEMENT TERMS

Comcast may change or modify the Agreement, and any related policies from time to time (“Revisions”) by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer’s use of the Service(s). If after notice Comcast is able to verify such adverse affect but is unable to reasonably mitigate the Revision’s impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer’s sole and exclusive remedy.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space (“Access”), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and

maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer’s final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days’ prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast’s expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

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2.5 Ownership, Impairment and Removal of Network.

The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

2.6 Customer-Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based

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services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that

such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.6 Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment which Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

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3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Customer shall be allowed to submit Sales Orders to Comcast during the term referenced on the Master Service Agreement Cover Page ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Sales Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Sales Order. Unless otherwise stated in these terms and conditions or the applicable PSA, if a Sales Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date. In the event Customer fails to satisfy a Revenue Commitment, Customer will be billed a shortfall charge pursuant to the terms of the applicable PSA.

4.3 Sales Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the

Services, any and all applicable Termination Charges, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A.** Comcast shall disconnect the applicable Service;
- B.** Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C.** If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any);
- D.** Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and

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E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

A, THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY

LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

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ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Comcast shall indemnify, defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Customer Service Location.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast,

including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in

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strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party.

9.4 Passwords. Comcast may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Comcast website materials. Customer understands and agrees that such information shall be subject to Comcast's access policies and procedures located on Comcast's Web Site.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is at issue, and that Comcast may disclose the

same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

Exhibit B-3

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

Exhibit B-3

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This

Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

Exhibit C – Existing Network Facilities

Exhibit C – Existing Network Facilities

The Commission and NSAC provides playback and master control functions from its Roseville offices for all of the Public, Educational and Governmental Access Channels. All of this access signal origination from NSAC's Roseville facility is directly connected via fiber to the Comcast headend in Roseville through Comcast's Converged Regional Area Network (CRAN or C-RAN). The C-RAN is a regional interconnect used to transport all of Comcast's cable video traffic around the Twin Cities to the various hub locations. This network is used, in the case of PEG programming, to transport video programming and other programming services to the Roseville headend and the Shoreview hub for insertion onto the subscriber system serving the member cities. Until the Franchise renews, Comcast agrees to continue to provide at no cost to the City the C-RAN for the transport and playback of the Access Channels in the current formats and playback with no degradation of signal quality and, in consultation with the City and Commission, may migrate to future technologies and formats as the system evolves, provided, however, the signal quality shall be the same as sent by the City, Commission, or NSAC without degradation, lag, or delay.

Until no later than December 31, 2017, Comcast will continue to make available at no cost to the City the current dark fiber optic-based network that currently offers end-to-end fiber connectivity to the facilities listed on Schedule C-1 locations plus a 6 dark fiber optic link between the Fairview headend and the Shoreview hub, including the nine member cities' city halls and municipal buildings, Ramsey County libraries, school district buildings, and the T.I.E.S. building. In addition, until no later than December 31, 2017, Comcast at no cost to the City will continue to allow governmental and educational facilities throughout the 9-city franchise area to connect back via other non-Comcast fiber optic infrastructure to one or more of the locations on the Comcast dark fiber network for connectivity for cable-related purposes. NSAC, the Commission and the institutions using the end-to-end fiber network will continue to provide all of the end user equipment required to light up or activate the fiber optic portion of the dark fiber optic-based network. After December 31, 2017, transport of voice, video (except for Access Channel programming) and data shall be governed solely by the parties' Managed Services Agreement under Section 7.1 of the Franchise.

Until the Franchise renews, Comcast agrees, at no cost to the City, to continue to provide access to a region wide interconnect that utilizes infrastructure put in place as part of the C-RAN to enable the NSCC and other local franchise authorities to share Access Channel programming. This interconnect is commonly referred to as the PRISMA network because the original equipment used to activate the network has a manufacturer's product name of PRISMA. Regarding the region-wide interconnect over the PRISMA network, the Commission and the NSAC is a primary hub between various access entities throughout the Twin Cities area. This PRISMA interconnect network allows the Commission and the NSAC to share cable Access Channel programming (both send and receive) with these various entities. With the PRISMA equipment having reached its manufacturer's end of life, Comcast will ensure the ability of the City, Commission, and NSAC to share Access Channel programming at the same signal quality as sent by the City, Commission, NSAC, and all other participating municipal entities without degradation, lag, or delay until the Franchise renews. To the extent that another municipal entity is using the PRISMA network, that entity's use (including voice and data) of the PRISMA network shall be governed by that entity's franchise agreement or other agreement with Comcast and shall not be impacted in any way by this Franchise.

Exhibit C – Existing Network Facilities

The City may continue to use the dark fiber optic-based network as it was used prior to the Execution of this Agreement through December 31, 2017. Until the Franchise renews, Comcast agrees to continue at no cost to the City to provide to the City, the Commission and NSAC the C-RAN and dark fiber optic-based network to the locations on Exhibit C-2, or an alternate network infrastructure and technology, for the transport (send and receive) and playback and return feeds of the Access Channels, and the distribution of Access Channel programming at the same signal quality as sent by the City, Commission or NSAC without degradation, lag, or delay. Comcast may, in consultation with the City and Commission, migrate to future technologies and formats as they become the preferred standard formats in the future. Nothing in this Section is intended to limit Comcast's application of new technologies and network configurations to transport and distribute Access Channel programming so long as it provides the same signal quality and distribution as listed above, and there is no degradation of signal quality.

Exhibit C – Schedule C-1 – Dark Fiber Connections

Exhibit C – Schedule C-1 – Dark Fiber Connections

| Institution Name | Address | City |
|--|--------------------------------|---------------------|
| NSCC/NSAC Offices | 2670 Arthur Street | Roseville |
| Fairview Headend to Shoreview hub | | Roseville/Shoreview |
| Arden Hills City Hall | 1245 W. Highway 96 | Arden Hills |
| Falcon Heights City Hall | 2077 W. Larpenteur Ave. | Falcon Heights |
| Lauderdale City Hall | 1891 Walnut Street | Lauderdale |
| Little Canada City Hall | 515 E. Little Canada Rd. | Little Canada |
| Mounds View City Hall | 2401 Highway 10 | Mounds View |
| New Brighton City Hall | 803 5 th Avenue NW | New Brighton |
| North Oaks City Hall | 100 Village Center Drive | North Oaks |
| Roseville City Hall | 2660 Civic Center Drive | Roseville |
| St. Anthony City Hall/St. Anthony Schools (ISD #282) | 3301 Silver Lake Road | St. Anthony |
| ISD # 623 – Fairview Community Center | 1910 County Road B W | Roseville |
| ISD #621- Highview Middle School | 2300 7 th Street NW | New Brighton |
| ISD #621- Valentine Hills Elementary School | 1770 W. County Road E-2 | Arden Hills |
| ISD #623- Roseville Area High School | 1261 Highway 36 | Roseville |
| North Oaks East Recreation Center | 4 Mink Lane | North Oaks |
| Saint Anthony Wine and Spirits - Marketplace | 2700 Highway 88 | Saint Anthony |
| TIES – District Center | 1667 Snelling Avenue | Roseville |

Exhibit C – Schedule C-2 – PEG Origination Points

Exhibit C—Schedule C-2 – PEG Origination Points

NSC/NSAC Offices, 2670 Arthur Street, Roseville

Arden Hills City Hall, 1245 W. Highway 96, Arden Hills

Falcon Heights City Hall, 2077 W. Larpenteur Ave, Falcon Heights

Lauderdale City Hall, 1891 Walnut Street, Lauderdale

Little Canada City Hall, 515 E. Little Canada Road, Little Canada

Mounds View City Hall, 2401 Highway 10, Mounds View

New Brighton City Hall, 803 5th Avenue NW, New Brighton

North Oaks City Hall, 100 Village Center Drive, North Oaks

Roseville City Hall, 2660 Civic Center Drive, Roseville

St. Anthony City Hall, 3301 Silver Lake Road, St. Anthony

Roseville Area High School, 1261 Highway 36, Roseville

Exhibit D – March 1, 2012, Settlement Agreement

Exhibit D - 2012 Settlement Agreement

Settlement Agreement

This Settlement Agreement and Mutual Release is entered into this 1st day of March, 2012, between Comcast of Minnesota, Inc., a Delaware corporation, Comcast Cable Communications, LLC, a Delaware limited liability company (collectively "Comcast") and the North Suburban Communications Commission, a municipal joint powers consortium established pursuant to Minn. Stat. § 471.59, as amended, (the "NSCC" or the "Commission") consisting of the municipalities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, St. Anthony, and Shoreview, Minnesota (hereinafter "Member Cities"). The NSCC and Comcast are collectively referred to herein as the Parties.

Recitals

WHEREAS the Member Cities have awarded cable service franchises to and entered into franchise agreements/ordinances with Comcast's predecessors in interest to authorize the provision of cable service over a cable system (the "Franchises"); and

WHEREAS, when Comcast acquired AT&T Broadband, it agreed to comply fully with the Franchises; and

WHEREAS, as part of the past performance review specified in Section 626(a) of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 546(a) (the "Cable Act"), the Commission, on behalf of the Member Cities, commenced a franchise fee review of Comcast's franchise fee payments for calendar years 2009 and 2010, and subsequently extended such review to 2011 with respect to the allocation of revenues within bundled service packages (the "Review Period"); and

WHEREAS in the course of the franchise fee review, a dispute arose over the extent of Comcast's obligation to provide records, data and certifications in accordance with the terms of the Franchises, and the adequacy of Comcast's responses to the NSCC's written requests for records, data and certifications; and

WHEREAS, the Commission adopted Resolution 2011-04 authorizing its Executive Director to issue a Notice of Violation to Comcast; and

WHEREAS, as a result of the Commission's determination that Comcast failed to furnish requested records, data and certifications, the NSCC issued a Notice of Violation to Comcast on November 15, 2011, which afforded the company 30 days to effect a cure (the "Notice"); and

WHEREAS, the Commission adopted Resolution 2011-05 authorizing the Commission's Executive Committee to take all steps necessary to draw on Comcast's letter of credit in the event Comcast remained in violation of the Member Cities' Franchises after the expiration of the cure period stated in the Notice; and

Exhibit D - 2012 Settlement Agreement

WHEREAS, Comcast denies it was in violation of the Member Cities' Franchises; and

WHEREAS, the Commission extended the applicable cure period on multiple occasions to give Comcast sufficient time to cure the remaining violations specified in the Notice or to enter into a settlement of all outstanding issues; and

WHEREAS, Front Range Consulting, Inc., the consultant retained to conduct the franchise fee review for the Review Period, has asserted that its final review report, when completed, would set forth certain underpaid franchise fee amounts; and

WHEREAS, the Commission has incurred certain legal and consulting costs and expenses as a result of the franchise fee review and the franchise enforcement and settlement process, to date; and

WHEREAS the Parties have resolved the remaining issues set forth in the Notice for the Review Period, and wish to document the resolution herein; and

WHEREAS, the Parties also wish to document their agreement to clarify certain terms of the current Franchises and to have such clarifications incorporated into the terms and conditions of any renewed cable service franchises awarded to Comcast so as to avoid future franchise fee review disputes and to expedite the Franchise renewal process.

NOW, THEREFORE, in consideration of the promises, undertakings and mutual covenants of the Parties and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the terms below:

Agreement

1. Comcast voluntarily agrees to pay the Commission \$41,568.00 within fifteen (15) days of the effective date of this Agreement. This payment, which shall be in addition to all franchise fees, financial grants and any other compensation paid or owed to the Member Cities and the Commission pursuant to the Franchises and associated documents, shall be used by the Commission and/or the Member Cities for cable-related purposes. Comcast shall not treat the payment made under this paragraph as a franchise fee or a franchise-related cost for rate regulation purposes, and shall not separately itemize the payment on subscribers' bills. In addition, Comcast shall at no time assert that the payment in this paragraph is operating support for the NSCC's PEG operations, such that it may be offset from the franchise fee payments made to the Member Cities under the Franchises and any renewed cable service franchises.

2. Subject to the Commission's and Comcast's adoption and execution of this Settlement Agreement, and to Comcast's complete and continuous compliance with this Settlement Agreement, the Parties release and forever discharge each other from all claims set forth in the Notice and all franchise fee underpayment or franchise fee overpayment claims for the Review Period. The Commission hereby waives its right to

Exhibit D - 2012 Settlement Agreement

conduct any further franchise fee reviews for calendar years 2009, 2010 and 2011, provided Comcast fully complies with this Settlement Agreement. This waiver and release does not include any issues associated with Comcast's methodology of passing through to subscribers franchise fees paid on non-subscriber revenues. Except as expressly provided in this paragraph, the NSCC and the Member Cities retain all of their rights, powers, remedies and defenses under the Franchises and applicable laws, regulations, agreements, resolutions, orders, decisions and procedures, including (but not limited to) all rights and powers granted by Section 626 of the Cable Act, 47 U.S.C. § 546, and Chapter 238 of Minnesota Statutes.

3. At the request of the NSCC and its advisors, Comcast provided an accurate and representative advertising scenario example to Front Range Consulting, Inc. This example and summary, which is attached to the February 24, 2012, Chambers Certification, accurately sets forth the typical flow of revenue and fees for advertising transactions. This example and summary describes essentially all of the advertising sales transactions entered into by Comcast and its affiliates, including but not limited to NCC and Comcast Spotlight. For purposes of this paragraph, the term "affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc.

4. Since January 1, 2010, Comcast has been calculating franchise fees on video/cable service advertising sales on a single-net basis (which means excluding third-party agency fees, but including rep fees, affiliate fees, rebates and commissions earned, received or derived by affiliates such as NCC and Comcast Spotlight), instead of the prior triple-net basis (which means excluding third-party agency fees, affiliate fees, and NCC and Comcast Spotlight rep fees). The information provided by Robbin Pepper to Front Range Consulting, Inc. tracing advertising sales revenues from their inception to the general ledger for the NSCC franchise area and reconciling all such revenues to the Comcast Cable Communications, LLC "Trend Reports" is complete and accurate, and documents Comcast's proposed additional payment of franchise fees on certain advertising revenues in calendar year 2009 for settlement purposes only, as a result of moving to a "single net" basis for calculating gross revenues upon which franchise fees are paid to the NSCC's member cities.

5. Prior to the expiration of the Franchises, Comcast shall update and operate its billing system so as to ensure that persons or entities that subscribe only to non-cable service (*e.g.*, persons who subscribe only to high-speed Internet access, telephone service, alarm monitoring, or a combination of services that does not include cable service) are not assessed cable service franchise fees on ancillary charges imposed by Comcast on such subscribers, including but not limited to late fees, convenience fees and non-sufficient funds (NSF) charges, unless the imposition of cable service franchise fees is permitted by applicable laws or regulations. Comcast shall provide the Executive Director of the NSCC with written confirmation of the solution implemented and specify whether refunds were issued if possible.

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6. The Parties agree that the definition of “gross revenues” set forth in Section 1.2.m of the Franchises:

a. incorporates all advertising revenues directly or indirectly received or derived by Comcast of Minnesota, Inc. and/or its affiliates from the operation of the cable system to provide Cable Service in the Member Cities, including (but not limited to), rep fees, affiliate fees, rebates and commissions. For purposes of this paragraph, the term “affiliates” means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc., and shall include (but not be limited to) Comcast Spotlight and NCC. The Commission understands and accepts Comcast’s assertion that the practice of including affiliate fees, rep fees, rebates and commissions in “gross revenues” began in 2010, and is ongoing. Comcast shall follow this practice, as described in this paragraph, for the remaining term of the Franchises (and any extensions) for all future franchise fee payments.

b. does not include advertising revenues and commissions that are received by persons and/or entities that are not affiliates.

c. shall include revenues from all dual- or multi-service packages containing cable service to which one or more customers in the Member Cities subscribe, in accordance with a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the most recent published rate card rate for the components, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This methodology shall also be applied to any discounts to a bundled service package containing cable service by way of a “Bottom of the Bill” discount. This calculation shall be applied to every bundled service package containing cable service from which Comcast receives revenues in the Member Cities, and must be updated within sixty (60) days of the date any rate change for cable and/or non-cable services is implemented for a service package containing cable service or the date any rate change is implemented for any service included in a service package that contains cable service. The NSCC may, at its sole discretion, review information retained by Comcast pursuant to this Section to determine whether Comcast is in compliance with this Settlement Agreement. For purposes of such review, Comcast agrees to retain quarterly bundled service package subscriber counts and quarterly bundled service package revenue allocation data and “package cards” for three (3) years following the date of this Settlement Agreement.

7. For purposes of Section 6 of this Settlement Agreement, the terms, phrases, words, and abbreviations used therein shall have the meaning given herein, or if no meaning is given herein the meaning set forth in the Franchises. Unless otherwise expressly stated, words not defined herein or in the Franchises shall be given the meaning set forth in applicable law and, if not defined therein, the words shall be given their common and ordinary meaning. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory.

Exhibit D - 2012 Settlement Agreement

8. During the remaining term of the Franchises, or any extensions thereto, Comcast shall maintain and provide to the Member Cities and/or the Commission, upon request, all records and data reasonably necessary to confirm the accurate payment of franchise fees as set forth in the Franchises.

9. Comcast and the NSCC will proceed in good faith to obtain written franchise renewals prior to the expiration of the current Franchises, and shall incorporate the following requirements and terms in any renewed cable service franchises to be executed by the Member Cities and Comcast, regardless of whether such franchises are awarded by the Member Cities and executed by the Member Cities and Comcast pursuant to the formal or informal renewal processes established in Section 626 of the Cable Act, 47 U.S.C. § 546:

a. Comcast and the NSCC agree that the final definition of “Gross Revenues” in any franchise renewals shall be:

“Gross Revenues” shall be defined as and shall be construed broadly to include all revenues derived directly or indirectly by Comcast and/or an Affiliate that is a cable operator of the Cable System, from the operation of Comcast’s Cable System to provide Cable Services within the City (including cash, credits, property or other consideration of any kind or nature). Gross revenues include, by way of illustration and not limitation: monthly fees for Cable Services, regardless of whether such Cable Services are provided to residential or commercial customers, including revenues derived from the provision of all Cable Services (including but not limited to pay or premium Cable Services, digital Cable Services, pay-per-view, pay-per-event and video-on-demand Cable Services); installation, reconnection, downgrade, upgrade or similar charges associated with changes in subscriber Cable Service levels; fees paid to Comcast for channels designated for commercial/leased access use; converter, remote control, lockout device and other Cable Service equipment rentals and/or leases or sales; advertising revenues received or derived by Comcast and/or its Affiliates, including but not limited to, rep fees, Affiliate fees, rebates and commissions, but excluding unaffiliated agency fees; late fees, convenience fees and administrative fees; revenues from program guides; franchise fees; and commissions from home shopping channels and other revenue sharing arrangements. Gross Revenues subject to franchise fees shall include revenues derived from sales of advertising that run on Comcast’s Cable System within the City and shall be allocated on a *pro rata* basis using total Cable Service subscribers reached by the advertising. Additionally, Comcast agrees that Gross Revenues subject to franchise fees shall include all commissions paid to National Cable Communications (“NCC”) and Comcast Spotlight (“Spotlight”) or their successors associated with sales of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service subscribers reached by the advertising. Gross revenues shall not include: actual bad debt write-offs, provided, however, that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; and any taxes on

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services furnished by Comcast imposed by any municipality, state or other governmental unit, provided that franchise fees shall not be regarded as such a tax.

(i) To the extent revenues are received by Comcast for the provision of a discounted bundle of services which includes Cable Services and non-Cable Services, Comcast shall calculate revenues to be included in Gross Revenues using a methodology that allocates revenue on a *pro rata* basis when comparing the bundled service price and its components to the sum of the most recent published rate card rate for the components, except it is expressly understood that equipment may be subject to inclusion in the bundled price at full rate card value. This calculation shall be applied to every bundled service package containing Cable Service from which Comcast receives or derives revenues in the City, and must be updated within sixty (60) days of the date any rate change for cable and/or non-cable services is implemented for a service package containing Cable Service or the date any rate change is implemented for any service included in a service package that contains Cable Service. The NSCC reserves its right to review and to challenge Comcast's calculations.

(ii) For purposes of this definition, the term "Affiliates" means any person(s) and/or entity(ies) who own or control, are owned or controlled by or are under common ownership or control with Comcast of Minnesota, Inc. but does not include affiliated entities such as NBCU and Spectacor that are not directly or indirectly involved with the programming, use, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems.

(iii) Resolution of any disputes over the classification of revenue should first be attempted by agreement of the Parties, but should no resolution be reached, the Parties agree that reference shall be made to generally accepted accounting principles ("GAAP") as promulgated and defined by the Financial Accounting Standards Board ("FASB"), Emerging Issues Task Force ("EITF") and/or the U.S. Securities and Exchange Commission ("SEC"). Notwithstanding the forgoing, the City and/or the Commission reserves its right to challenge Comcast's calculation of Gross Revenues, including the use or interpretation of GAAP as promulgated and defined by the FASB, EITF and/or the SEC.

b. Any renewal franchises shall provide:

Comcast shall ensure that persons or entities that only subscribe to non-cable service (*e.g.*, persons who subscribe only to high-speed Internet access, telephone service, alarm monitoring, or a combination of services that does not include cable service) are not assessed cable service franchise fees on ancillary charges imposed by Comcast on such subscribers, including but not limited to late fees, convenience fees and non-sufficient funds (NSF) charges, unless the imposition of cable service franchise fees is permitted by applicable laws or regulations.

Exhibit D - 2012 Settlement Agreement

c. Any renewed franchise shall contain the following language concerning franchise fee reviews and audits:

(i) All franchise fee amounts paid shall be subject to audit and recomputation by the City and/or the Commission, and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. If an audit or review discloses an overpayment or underpayment of franchise fees, the City and/or the Commission shall notify Comcast of such overpayment or underpayment. The City's/Commission's audit or review expenses shall be borne by the City/Commission unless the audit or review determines that the payment to the City should be increased by more than five percent (5%) in the audited/reviewed period, in which case the costs of the audit/review shall be borne by Comcast, up to a cap of \$25,000, as a cost incidental to the enforcement of the Franchise. Any additional amounts due to the City as a result of the audit or review shall be paid to the City within thirty (30) days following written notice to Comcast by the City/Commission of the underpayment, which notice shall include a copy of the audit/review report. If the recomputation results in additional revenue to be paid to the City, such amount shall be subject to a ten percent (10%) annual interest charge.

(ii) The City/Commission shall have the right to inspect and to require Comcast to provide any and all data, documents and records maintained by Comcast (or maintained by an Affiliate or a third-party contractor/vendor on behalf of Comcast) reasonably related to the calculation and payment of franchise fees. The Grantee shall maintain such records, documents and data for a minimum of four (4) years. Such records include, but are not limited to, those set forth in Paragraph 6 of this March 1, 2012, Settlement Agreement for the remaining term of the obligation set forth therein.

(iii) Comcast shall have no less than twenty (20) business days to respond fully and completely to any written request for data, documents and records issued by the City/Commission, unless an extension of time is granted by the City/Commission in writing. Comcast may request an extension of the twenty (20) business day deadline applicable to a written request for data, information and documents no later than ten (10) business days after the date of such request. Every request for an extension of time shall describe, in detail, the reasons the extension is necessary. The City/Commission may, in its sole discretion, grant or deny an extension request, and shall act reasonably in making such a determination based on the scope and complexity of the information request at issue and the facts cited by Comcast in its written extension request.

(iv) In the event any franchise fee payment or recomputation amount is not made on or before the required date, Comcast shall pay, during the period such unpaid amount is owed, the additional compensation and interest charges computed from such due date, at an annual rate of ten percent (10%).

Exhibit D - 2012 Settlement Agreement

(v) Nothing in this Franchise shall be construed to limit any authority of the City to impose any tax, fee or assessment of general applicability.

(vi) The franchise fee payments required by this Franchise shall be in addition to any and all taxes or fees of general applicability. Comcast shall not have or make any claim for any deduction or other credit of all or any part of the amount of said franchise fee payments from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Comcast shall not apply nor seek to apply all or any part of the amount of said franchise fee payments as a deduction or other credit from or against any of said taxes or fees of general applicability, except as expressly permitted by law. Nor shall Comcast apply or seek to apply all or any part of the amount of any of said taxes or fees of general applicability as a deduction or other credit from or against any of its franchise fee obligations, except as expressly permitted by law.

10. The Commission will pass a resolution withdrawing or rescinding the Notice, Resolution No. 2011-04 and Resolution No. 2011-05 after this Settlement Agreement has been executed by the Parties.

11. This Settlement Agreement is intended to be a binding and enforceable agreement among the Parties, and will be effective upon execution by the Parties on the date first set forth above. The Parties agree that they will execute this Settlement Agreement no later than Friday, March 30, 2012. The Parties further agree that this Agreement may be executed in multiple counterparts.

12. The Parties agree that all promises, commitments, obligations and payments set forth in Section 1 of this Settlement Agreement shall not be deemed to exceed the franchise fee cap specified in Section 622(a) of the Cable Act, 47 U.S.C. § 542(a), and shall at no time be offset against or deducted from franchise fee payments, grants or other financial support or in-kind compensation paid to the NSCC, the Member Cities and/or their designee(s) under the Franchises. In addition, all promises, commitments, obligations and payments set forth in Section 1 of this Settlement Agreement shall not be treated as costs eligible for treatment as conditions or requirements of a franchise for any purpose under 47 C.F.R. § 76.925. Comcast hereby waives any current or future right it may have to claim that any promise, commitment, obligation or payment in Section 1 herein exceeds the franchise fee cap in 47 U.S.C. § 542 or may be offset against or deducted from franchise fee payments, grants and other compensation paid to the NSCC, the Member Cities and/or their designee(s).

13. Nothing in this Settlement Agreement amends or alters the Franchises in any way, and all provisions of the Franchises as hereafter renewed or amended, remain in full force and effect and are enforceable in accordance with their terms and with applicable law.

14. Any violation of this Settlement Agreement by Comcast shall be deemed a violation of the Franchises or any renewed franchises, as appropriate, and the

Exhibit D - 2012 Settlement Agreement

Commission and/or Member Cities may invoke all rights and remedies they may have under the Franchises and any renewed Franchises. Any failure by a Member City to adopt and execute a renewal cable service franchise that contains the terms set forth in Section 9 shall not be deemed a violation of this Settlement Agreement on Comcast's part.

15. Comcast and its affiliates shall not take any action to challenge, or cause another person or entity to challenge, any provision of this Settlement Agreement as contrary to or unenforceable under applicable laws, regulations, orders and decisions, nor will they participate with any other person or entity in any such challenge.

16. Nothing in this Settlement Agreement usurps, preempts, waives or limits the Member Cities' authority to grant or deny the renewal of the Franchises currently held by Comcast, or to establish the terms and conditions of any renewal cable service franchises/ordinances.

17. Nothing in this Settlement Agreement waives, limits or modifies the Parties' rights, remedies, responsibilities and defenses under applicable laws, regulations, ordinances, agreements, orders and decisions, including but not limited to Chapter 238 of Minnesota Statutes, Section 626 of the Cable Act and the Franchises, unless otherwise expressly provided herein.

18. Nothing in this Settlement Agreement shall be construed to mean that Comcast is entitled to renewed cable service franchises.

19. Nothing in this Settlement Agreement shall be construed to mean that Comcast is in compliance with the Franchises and applicable laws and regulations except as to the franchise fee payment review for the Review Period which is hereby resolved and for which Comcast is in full compliance as to the specific issues addressed in this Agreement for the Review Period. By executing this Settlement Agreement, Comcast is not admitting that it has failed to comply with the Franchises and applicable laws and regulations.

20. The Parties agree that, other than the Member Cities, there shall be no third party beneficiaries to this Settlement Agreement. Nothing herein shall give rise to any rights or causes of action that may be enforced or brought by a third party, other than the Member Cities.

21. This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their successors in interest, assigns, personal representatives and heirs.

22. This Settlement Agreement is freely and voluntarily entered into by the Parties, without any duress or coercion, and after each party has consulted with its counsel. Each party hereto has carefully and completely read all of the terms and provisions of this Settlement Agreement.

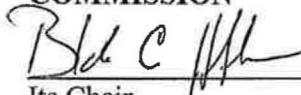
Exhibit D - 2012 Settlement Agreement

23. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes concerning this Settlement Agreement shall be venued exclusively in a court in Minnesota.


24. This Settlement Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written term sheets, agreements, communications, drafts and understandings, whether oral or written.

Executed by:

**NORTH SUBURBAN
COMMUNICATIONS
COMMISSION**



Its Chair



Its Secretary

Dated: 3/1/12

COMCAST OF MINNESOTA, INC.



Region Vice President

Dated: 3-8-12

COMCAST CABLE COMMUNICATIONS, LLC

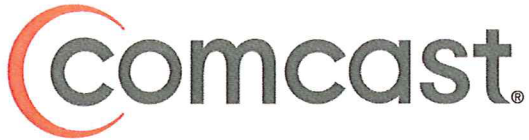


Region Vice President

Dated: 3-8-12

Exhibit E – Sample Gross Revenues Report

Exhibit E - Gross Revenue Report



System Name: Comcast of Minnesota, Inc.
 Email: Prasant_Nadella@cable.comcast.com
 Phone: 610-665-2579

| | |
|-------------------|-----------------|
| Vendor ID: | 174064 |
| Contract Name: | Roseville |
| Statement Period: | Jul - Sep, 2016 |
| Payment Amount: | \$112,192.15 |
| Statement Number: | 344679 |
| CUID: | MN0304 |
| System ID: | 8772-1000-5290 |

CITY OF ROSEVILLE MN
 2660 CIVIC CENTER DR

 ROSEVILLE, MN, 55113

This statement represents your payment for the period listed above.

| Revenue Category | Amount |
|---------------------------------|-----------------------|
| Expanded Basic Video Service | \$697,094.40 |
| Limited Basic Video Service | \$305,386.27 |
| Digital Video Service | \$433,684.93 |
| Pay | \$264,008.98 |
| PPV / VOD | \$41,279.77 |
| Digital Video Equipment | \$83,000.50 |
| Video Installation / Activation | \$13,066.59 |
| Franchise Fees | \$126,676.40 |
| PEG Fees | \$137,886.60 |
| Guide | \$579.83 |
| Other | \$22,988.63 |
| Late Fees | \$8,044.16 |
| Write-offs / Recoveries | (\$21,224.03) |
| Ad Sales | \$121,467.57 |
| Home Shopping Commissions | \$9,899.32 |
| Total | \$2,243,839.93 |
| Franchise Fee % | 5.00 % |
| Franchise Fee | \$112,192.15 |

Prasant Nadella

Sr. Analyst

Exhibit F – Performance Bond

FRANCHISE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Comcast of Minnesota, Inc., as Principal and Travelers Casualty and Surety Company of America, a corporation of the State of Connecticut, as Surety are held and firmly bound unto the **Cities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, St. Anthony and Shoreview, Minnesota** as Obligees in the sum** of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) lawful money of the United States of America, to be paid unto said Obligees, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into written agreements dated See Attached Schedule "A" with the Obligees which grants a franchise to the Principal use its public streets and places to transmit and distribute electrical impulses through an open line-coaxial antenna system located therein. Principal has agreed to faithfully perform and observe and fulfill all terms and conditions of said Franchise Agreements referred to above and said agreements is hereby made a part of this bond with like force and effect as if herein set forth in length.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above named Principal, its successors or assigns, does and shall well and truly observe, perform and fulfill its obligations as set forth in the above mentioned Franchise agreements, for which a bond must be posted, then the above obligation to be void; otherwise to remain in full force and effect.

The bond is subject, however to the following express conditions:

FIRST: That in event of a default on the part of the Principal its successors or assigns, a written statement of such default with full details thereof shall be given to Surety by obligee or its lawful delegatee promptly, and in any event, within 60 days after the Obligees shall learn of such default, such notice to be delivered to Surety 215 Shuman Blvd., Naperville, Il. 60563-8458 by registered mail.

SECOND: That no claim, suit or action under this bond by reason of any such default shall be brought against Surety unless asserted or commenced with 12 months after the effective date of any termination or cancellation of this bond.

THIRD: That this bond may be terminated or cancelled by surety by 60 days prior notice in writing to Principal and to Obligees, such notice to be given by registered mail. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. The liability of the Surety shall be limited to the amount set forth above and is not cumulative.

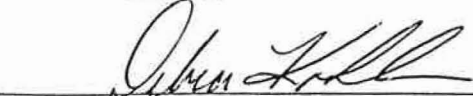
FOURTH: That no right of action shall accrue under this bond to or for the use of any person other than the Obligees, and it successors and assigns.

IN WITNESS WHEREOF, the principal and Surety have signed and sealed this instrument this 28h day of May 2003.

Comcast of Minnesota, Inc



Travelers Casualty and Surety Company of America



Debra Kohlman, Attorney-In-Fact



** the maximum penal sum of Five Hundred Thousand Dollars

COPY

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Donna Wright, Brenda D. Hockberger, Ann Formhals, Debra Kohlman, Diane M. O'Leary, William Reidinger, Amy Wickett, Karen E. Bogard, Matthew V. Buol, Jennifer E. Rome, Steven B. Cade, William T. Krumm, Jeffrey M. Leadley, Sylvia J. Garcia, Brian Passolt, of Chicago, Illinois, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

Exhibit G – Indemnification Agreement

Exhibit G – Indemnity Agreement

INDEMNITY AGREEMENT made this ____ day of _____, 2017, by and between Comcast of Minnesota, Inc., party of the first part, hereinafter called “Comcast,” and the City of Falcon Heights and the North Suburban Communications Commission, a municipal Joint Powers Commission, parties of the second part, hereinafter called “City” or “Commission”.

WITNESSETH:

WHEREAS, the City has awarded to Comcast a franchise for the operation of a cable communications system in the City;

WHEREAS, the City has required, as a condition of its award of a cable communications franchise, that the City and the Commission be indemnified with respect to all claims and actions arising from the award of said franchise; and

WHEREAS, the term of the Indemnity Agreement shall not exceed 180 days’ from the Effective Date of the cable communications franchise, unless the City or the Commission has received statutory notice of a claim based upon the renewal of the franchise.

NOW THEREFORE, in consideration of the foregoing promises and the mutual promises contained in this agreement and in consideration of entering into a cable television franchise agreement and other good and valuable consideration, receipt of which is hereby acknowledged, Comcast hereby agrees, at its sole cost and expense, to fully indemnify, defend and hold harmless the Commission and City, its officers, boards, commissions, employees and agents against any and all claims, suits, actions, liabilities and judgments for damages, cost or expense (including, but not limited to, court and appeal costs and reasonable attorneys' fees and disbursements assumed or incurred by the Commission and the City in connection therewith) arising out of the actions of the City in granting a franchise to Comcast. This includes any claims by another franchised cable operator against the City or the Commission that the terms and conditions of the Comcast franchise are less burdensome than another franchise granted by the City that the Comcast Franchise does not satisfy the requirements of applicable federal, state, or local law(s). The indemnification provided for herein shall not extend or apply to any acts of the Commission or the City constituting a violation or breach by the Commission or the City of the contractual provisions of the franchise ordinance, unless such acts are the result of a change in applicable law, the order of a court or administrative agency, or are caused by the acts of Comcast.

The Commission or the City shall give Comcast reasonable notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this agreement. The Commission and the City shall cooperate with Comcast in the defense of any such action, suit or other proceeding at the request of Comcast. The Commission and the City may participate in the defense of a claim, but if Comcast provides a defense at Comcast’s expense then Comcast shall not be liable for any attorneys' fees, expenses or other costs that the Commission and/or the City may incur if it chooses to participate in the defense of a claim, unless and until separate representation is required. If separate representation to fully protect the interests of both parties is or becomes necessary, such as a conflict of interest, in accordance with the Minnesota Rules of Professional Conduct, between the Commission and/or the City and the counsel selected by

Exhibit G – Indemnity Agreement

Comcast to represent the Commission and/or the City, Comcast shall pay, from the date such separate representation is required forward, all reasonable expenses incurred by the Commission and the City in defending itself with regard to any action, suit or proceeding indemnified by Comcast. Provided, however, that in the event that such separate representation is or becomes necessary, and the Commission or the City desires to hire a counselor any other outside experts or consultants and desires Comcast to pay those expenses, then the Commission and/or the City shall be required to obtain Comcast's consent to the engagement of such counsel, experts or consultants, such consent not to be unreasonably withheld. Notwithstanding the foregoing, the parties agree that the Commission and/or City may utilize at any time, at its own cost and expense, its own attorney or outside counsel with respect to any claim brought by another franchised cable operator as described in this agreement.

The provisions of this agreement shall not be construed to constitute an amendment of the cable communications franchise ordinance or any portion thereof but shall be in addition to and independent of any other similar provisions contained in the cable communications franchise ordinance or any other agreement of the parties hereto. The provisions of this agreement shall not be dependent or conditioned upon the validity of the cable communications franchise ordinance or the validity of any of the procedures or agreements involved in the award or acceptance of the franchise, but shall be and remain a binding obligation of the parties hereto even if the cable communications franchise ordinance or the grant of the franchise is declared null and void in a legal or administrative proceeding.

It is the purpose of this agreement to provide maximum indemnification to the Commission and the City under the terms set out herein and, in the event of a dispute as to the meaning of this Indemnity Agreement, it shall be construed, to the greatest extent permitted by law, to provide for the indemnification of the Commission and the City by Comcast. This agreement shall be a binding obligation of and shall inure to the benefit of, the parties hereto and their successor's and assigns, if any.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit G – Indemnity Agreement

COMCAST OF MINNESOTA

Dated: _____, 2017

By: _____

Its: _____

The foregoing instrument was acknowledged before me this ____ day of 2017, by _____, the _____ of Comcast of Minnesota, on behalf of the corporation.

NOTARY PUBLIC

Print Name: _____

Bar Roll #/Notary ID #: _____

My Commission Expires: _____

CITY OF FALCON HEIGHTS

By: _____

Its: _____