CABLE FRANCHISE AGREEMENT

BETWEEN

THE CITY OF PITTSBURGH

AND

COMCAST OF CALIFORNIA/PENNSYLVANIA/UTAH/WASHINGTON, INC.

TABLE OF CONTENTS

Page

SECTION 1 DEFINITIONS 2

SECTION 2 GRANT OF FRANCHISE 6

2.1 GRANT OF AUTHORITY 6
2.2 TERM OF FRANCHISE 6
2.3 NON-EXCLUSIVITY 6
2.4 POLICE POWERS 7
2.5 NO WAIVER OF RIGHTS 7
2.6 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAW 7
2.7 COMPETITIVE EQUITY 7

SECTION 3 COMPENSATION TO THE CITY 8

3.1 FRANCHISE FEES 8
3.2 QUARTERLY PAYMENTS 8
3.3 QUARTERLY REPORTS 9
3.4 AUDITS 9
3.5 NO LIMITATION ON TAXING OR FEE AUTHORITY 9
3.6 BUNDLED SERVICES 9

SECTION 4 SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE 10

4.1 TECHNICAL REQUIREMENT 10
4.2 AREA TO BE SERVED 11
4.3 SERVICE TO MULTIPLE DWELLING UNITS 12
4.4 PERMITS 12
4.5 REPAIRS AND RESTORATION 12
4.6 SYSTEM MONITORING 13
4.7 SERVICE AREA MAPS 14
4.8 BUILDING MOVES 14
4.9 DISCONNECTION AND RELOCATION 14
4.10 EMERGENCY REMOVAL OF EQUIPMENT 14
4.11 TREE TRIMMING 15
4.12 NON-DISCRIMINATION 15

SECTION 5 CABLE SYSTEM SPECIFICATIONS AND STATE-OF-THE-ART 15

5.1 CABLE SYSTEM SPECIFICATIONS 15
5.2 SYSTEM TESTS AND INSPECTIONS 16
5.3 STATE-OF-THE-ART 17
5.4 EMERGENCY ALERT SYSTEM 17

SECTION 6 CUSTOMER SERVICE STANDARDS 17

6.1 OFFICE HOURS AND TELEPHONE AVAILABILITY 17
6.2 INSTALLATIONS AND SERVICE CALLS 18
6.3 NOTICES 19
6.4 BILLING 20
6.5 CUSTOMER COMPLAINT PROCEDURES 20
6.6 DISCONNECTION 21
6.7 SERVICE INTERRUPTIONS 22
6.8 SERVICES TO PEOPLE WITH DISABILITIES 22
6.9 PRIVACY 23

SECTION 7 SERVICES TO THE COMMUNITY 24

7.1 SERVICES TO COMMUNITY FACILITIES 24
7.2 INTERNET SERVICE TO COMMUNITY FACILITIES 25
7.3 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ("PEG") CHANNELS 25
7.4 PEG GRANTS 28
7.5 INSTITUTIONAL NETWORK 31

SECTION 8 REGULATION BY THE CITY 31

8.1 RIGHT TO INSPECT 31
8.2 RIGHT TO CONDUCT COMPLIANCE REVIEW 32
8.3 RATE REGULATION 32
8.4 RESERVED AUTHORITY 32

SECTION 9 REPORTING REQUIREMENTS 32

9.1 CUSTOMER COMPLAINT REPORTS 32
9.2 SERVICE CALL REPORTS 33
9.3 GOVERNMENT REPORTS 33

SECTION 10 FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION 33

10.1 VIOLATIONS 33
10.2 LIQUIDATED DAMAGES 34
10.3 PERFORMANCE BOND 36
10.4 REVOCATION 36

SECTION 11 PROGRAMMING 38

11.1 CHANNEL CAPACITY 38
11.2 BROADCAST CHANNELS 38
11.3 SIGNAL SCRAMBLING 39
11.4 CONTINUITY OF SERVICE 39
11.5 PARENTAL CONTROL CAPABILITY 39
11.6 TIER BUY THROUGH PROHIBITION 39

SECTION 12 LIABILITY AND INDEMNIFICATION 40

12.1 INDEMNIFICATION 40
12.2 INSURANCE 40

SECTION 13 FRANCHISE TRANSFER AND RENEWAL 41

13.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL 41
13.2 RENEWAL 42

SECTION 14 MISCELLANEOUS 42

14.1 FORCE MAJEURE 42
14.2 REMOVAL OF SYSTEM 43
14.3 NOTICES 43
14.4 MINORITY AND WOMEN'S BUSINESS ENTERPRISES 44
14.5 CAPTIONS 45
14.6 GOVERNING LAW 45
14.7 ENTIRE AGREEMENT 45
14.8 SEVERABILITY 45
14.9 CHANGE OF LAW 45
14.10 COMPLIANCE WITH LAWS 46
14.11 NO THIRD PARTY BENEFICIARIES 46
14.12 APPLICABILITY OF AGREEMENT 46

14.13 FRANCHISE REPRESENTATIVE 46

APPENDIX A INSTITUTIONAL NETWORK ("I-NET") SERVICES 48

CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the 1st day of July, 2010 (hereinafter referred to as the "Effective Date") by and between the City of Pittsburgh, a municipality located in Allegheny County, Pennsylvania (hereinafter referred to as the "City") and Comcast of California/Pennsylvania/Utah/Washington, Inc. (hereinafter referred to as "Comcast").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any amendments thereto (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the City is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the City's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the City by virtue of a cable franchise agreement originally granting a cable franchise to TCI of Pennsylvania., Inc. doing business as AT&T Cable Services, Inc. and such franchise agreement expired on December 31, 2009; and

WHEREAS, Comcast has requested that the City renew Comcast's franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-ways for use by the City's residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties held in trust on behalf of the citizens by the City and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the City desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, maintain the City's institutional network, receive franchise fees for Comcast's use of the City's rights-of-ways as provided by federal law, preserve the City's public, educational and governmental channels, establish certain reporting requirements, maintain certain complimentary services and provide for the current and future cable-related needs of its residents; and

WHEREAS, the City held a public hearing on June 14, 2010 on the subject of cable franchise renewal, which provided citizens with notice and opportunity to comment on the cable operator's past performance and the City's future cable-

related community needs; and

WHEREAS, the City has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the City; and

WHEREAS, the City has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations; and

WHEREAS, the City, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and Comcast agree as follows:

SECTION 1
DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast.

(b) Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and the Public, Educational and Governmental ("PEG") access Channels.

(c) Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

(d) Cable Ordinance - Chapter 425 of the City Code of Ordinances as it may, from time to time, be further amended.

(e) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any,

which is required for the selection or use of such video programming or other programming service.

(f) Cable System - 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 the City but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(g) Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as defined by the FCC.

(h) Communications Act – The federal Communications Act of 1934 , as amended and as it may, from time to time, be further amended.

(i) Complaint - Any written or oral communication (including electronic mail) by a Subscriber expressing dissatisfaction with any aspect of Comcast's

(j) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(k) Educational Access Channel - An access channel in which the programming on the channel is educational in nature.

(l) FCC - Federal Communications Commission.

(m) Franchise - The right granted by the City to construct, operate and maintain a Cable System within the corporate limits of the City as embodied in the terms and conditions of this Agreement and in the Cable Ordinance.

(n) Government Access Channel - An access channel in which the City of Pittsburgh is the primary programmer of the channel.

(o) Gross Revenues - All revenue received directly or indirectly by Comcast or its Affiliated Entities arising from, attributable to, or in any way derived from the operation of Comcast's Cable System in the City to provide Cable Services, calculated in accordance with Generally Accepted Accounting Principles (hereinafter referred to as "GAAP"). Gross Revenues shall include, but are not limited to, the following:

(1) Basic Service fees;
(2) fees charged to Subscribers for any service tier other than Basic Service;
(3) fees charged for premium services;
(4) fees charged to Subscribers for any optional, per-channel or per-program services;
(5) revenue from the provision of any other Cable Services;
(6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
(7) fees for downgrading any level of Cable Service programming;
(8) fees for service calls;
(9) fees for leased access channels;
(10) charges based on the sale or lease of any portion of the Cable System or fiber capacity for Cable Service;
(11) rental or sales of any and all subscriber equipment, including converters and remote control devices;
(12) studio rental, production equipment and personnel fees;
(13) any and all locally-derived advertising revenues;
(14) sale or rental of Subscriber lists;
(15) revenues or commissions derived locally from home shopping channels;
(16) revenue from interactive television services;
(17) fees for any and all music services;
(18) fees for video-on-demand;
(19) sales of hardcopy program guides;
(20) late payment fees;
(21) NSF check charges; and
(22) franchise fees.

With respect to advertising and/or home shopping revenues, said amounts shall be determined by multiplying the total revenue by the applicable percentage resulting from dividing the number of subscribers in the City by the total number of regional subscribers from which such advertising and/or home shopping revenue is received. Gross Revenues shall not include bad debts or any taxes on

services furnished by Comcast and imposed directly upon any Subscriber or user by the City, state, federal or other governmental unit.

(p) Multiple Dwelling Units or MDU's - Any building, buildings or area occupied by dwelling units, appurtenances thereto, grounds and facilities, which dwelling units are intended or designed to be owned, occupied or leased for occupation, or actually occupied, as individual homes or residences for three (3) or more households.

(q) Non-Cable Service - Any service that is not Cable Service as defined herein, including, but not limited to, Information Services and Telecommunications Services.

(r) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(s) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(t) Outlet - An interior receptacle that connects a television set to the Cable System.

(u) Public Access Channel - An access channel in which members of the general public are the primary programmers of the channel.

(v) PEG Access Channel - Any access channel, or portion thereof, designated for Public Access, Educational Access or Government Access purposes or otherwise made available to transmit access programming.

(w) Programming - Any video or audio signal carried over the Cable System generally considered comparable to programming provided by a television broadcast station.

(x) Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, easements, bridges, highways and other rights-of-way, as the same now or may thereafter exist, which are under the jurisdiction or control of the City.

(y) Service Interruption - The loss of picture or sound on one or more channels on the Cable System or the degradation of the picture and/or sound quality on such channel(s) to the extent that the Subscriber is unable to receive a signal of reasonable quality.

(z) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

SECTION 2
GRANT OF FRANCHISE

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the City hereby grants a non-exclusive and revocable franchise to Comcast, authorizing and permitting Comcast to construct, operate, and maintain a Cable System in the City's public rights-of-way.

Subject to the terms and conditions contained herein, the City hereby grants to Comcast the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on June 30, 2020, unless the Franchise is lawfully terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 NON-EXCLUSIVITY

This Franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the City to grant other franchises to construct, operate or maintain a Cable System to provide Cable Service within the City or for any other purpose.

2.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the City to adopt and enforce laws and regulations necessary for the safety and welfare of the public. These include general laws and regulations as well as laws and regulations pertaining to the construction, operation and maintenance of cable systems. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

2.5 NO WAIVER OF RIGHTS

(a) No course of dealing between the City and Comcast, nor any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any such rights of the City or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the City.

(b) No course of dealing between the City and Comcast, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the City in contravention of such rights, except to the extent expressly waived by Comcast.

2.6 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAW

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal, state and local laws and regulations. This franchise is subject to the Charter of the City of Pittsburgh and all applicable City Ordinances, including the Cable Ordinance. Without waiving any of its powers, the City agrees that, to the extent any terms of this Agreement are inconsistent with the terms of the Cable Ordinance, this Agreement shall control. No future amendments to the Cable Ordinance in whole or in part will materially vary the terms of this Agreement.

2.7 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the City reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the City.

(b) The Franchise granted to Comcast is non-exclusive; however, if the City grants a subsequent franchise that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast

with competitive equity. If the City agrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent franchise is more favorable or less burdensome, then the City and Comcast shall enter into discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

SECTION 3
COMPENSATION TO THE CITY

3.1 FRANCHISE FEES

Comcast shall pay to the City an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System in the City. Comcast shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. The City may amend the franchise fee upon sixty (60) days written notice to Comcast provided that the franchise fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the franchise fee rate adjustment shall accompany such written notice.

3.2 QUARTERLY PAYMENTS

Franchise fee payments to the City under this provision shall be computed at the end of each calendar quarter. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). Upon request and if mutually agreeable, Comcast shall deposit the franchise fee payments electronically into an account as designated by the City. In the event that any franchise fee payment is not made on or before the date by which it is due, then interest shall be added at the rate of five percent (5%) per annum of the amount of franchise fee revenue due to the City. The interest rate shall be applied as described from the date such franchise fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the City may have for additional sums payable under this Agreement.

3.3 QUARTERLY REPORTS

Each franchise fee payment shall be accompanied by a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System to provide Cable Service and a brief report showing the basis for computation of fees. Specifically, the report shall contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall be certified by a financial representative of Comcast.

3.4 AUDITS

No more than once every three (3) years during the term of the Agreement, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit or franchise fee review of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues in accordance with generally accepted accounting principles. Any such franchise fee audit or review shall commence within five (5) years from the date the City receives such payment, after which period any such payment shall be considered final. Upon request, Comcast shall provide the City with copies of financial records related to the franchise fee audit or review Any confidential information provided for review shall be afforded all confidential protection available under state and federal law. Such records shall also be kept or made available to the City at the notice location for Comcast specified in Section 14.3 below. If the audit or franchise fee review shows that franchise fees have been underpaid, then Comcast shall pay the underpaid amount and monetary fines of ten percent (10%) of the underpayment. If franchise fees have been underpaid by five percent (5%) or more, then Comcast shall also pay the total cost of the audit or franchise fee review.

3.5 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the City to impose any tax, fee or assessment of general applicability. Such taxes, fees or assessments shall be in addition to franchise fees.

3.6 BUNDLED SERVICES

In the event Comcast shall have the right to use and occupy the Public Rights-of-Way to furnish services other than Cable Service by virtue of legal authority from a source outside this Franchise ("Other Services"), and Comcast bundles, integrates, ties, or combines Cable Service with Other Services creating a bundled package so that Subscribers pay a single fee for more than one class

of service and receive a discount on Cable Service, Gross Revenue shall be determined based on an equal allocation of the package revenue in a manner consistent with GAAP as follows:

(a) Comcast agrees that for purposes of calculation of the franchise fee, it shall allocate to Cable Service revenue a discount of no more than a pro rata share of the total discount applied to the bundled or combined services.

(b) The pro rata share shall be computed on the basis of the published charge for each service of the bundled or combined classes of services when purchased separately.

(c) If Comcast does not offer any component of the bundled package separately, it shall declare a stated retail value for each component as reflected on the books and records of Comcast in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders, and/or based on reasonable comparable prices for the service for the purpose of determining franchise fees based on the package discount.

SECTION 4
SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

4.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer high quality signals and reliable delivery of one-way and two-way Cable Services for all programming services throughout all parts of the City. The video programming signals provided by the Cable System shall be delivered in high quality resolution so that such signals shall meet or exceed any and all technical performance standards of the FCC. The construction, installation and maintenance of the Cable System shall meet the standards of the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and regulations and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the City of Pittsburgh. The Cable System shall be installed and located so as to minimize interference with the rights and convenience of property owners and the use of the Public Rights-of-Way.

(b) Stand-by power at the headend(s) shall be provided for a minimum of eight (8) hours in the event of an outage. The power supplies serving the node(s) shall be capable of providing power for not less than four (4) hours in the

event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

4.2 AREA TO BE SERVED

(a) Comcast shall offer Cable Service to all residential dwellings in the City and may make Cable Service available to businesses in the City provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System into all areas within the City where there is a minimum of twenty (20) occupied residential dwelling units per linear plant mile of aerial cable, calculated in strand footage from the end of the nearest trunk line. Comcast shall complete said extensions within six (6) months of notification to Comcast by the City that an area has met the minimum density standard set forth herein. Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five (125) feet aerial distance of the cable plant shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five (125) feet aerial distance or that requires an underground installation, Comcast shall extend Cable Service at a rate not to exceed that based on a time plus materials basis to be calculated on that portion of the installation that exceeds the standard installation distance set forth above.

(c) Comcast shall install, at its own cost and expense, cables or other Cable System facilities underground wherever and at the same time existing utilities in the immediate vicinity are installed underground, or where statute or ordinance requires utilities to be placed underground. Previously installed aerial cable shall be placed underground in concert with other utilities pursuant to the general ordinances of the City or applicable law, provided that such underground locations are capable of accommodating Comcast's cable and/or other equipment without material technical degradation of the Cable System's signal quality. Placing facilities underground does not preclude the use of ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(d) Comcast shall adhere to all building and zoning codes currently or hereafter in effect. Comcast shall arrange its lines, cables and other appurtenances, on both public and private property, in such a manner as to cause no unreasonable interference with the use of said public or private property. In the event of such interference, and upon reasonable prior written notice, the City may require the removal and relocation of Comcast's lines,

cables and other appurtenances from the property in question at no cost to the City.

4.3 SERVICE TO MULTIPLE DWELLING UNITS

Comcast and the City acknowledge and agree that installation and provision of Cable Service to multiple dwelling units ("MDU's") are subject to a separate negotiation between the landlord, owner or governing body of any such MDU and Comcast, which negotiations shall be conducted in accordance with applicable law.

4.4 PERMITS

Comcast shall apply to the City for all required permits in accordance with applicable City ordinances and shall not undertake any activities in the public rights-of-way subject to a permit without receipt of such permit. Comcast shall pay any and all required permit fees. This section is not intended to require permits for individual service drops to residential dwellings.

4.5 REPAIRS AND RESTORATION

(a) Whenever Comcast or any agent, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private property, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days, weather permitting, of the completion of the disturbance. Upon failure of Comcast to comply within the time specified and upon written notice, the City may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the City along with any liquidated damages applied by the City in accordance with Section 10 below.

(b) Whenever Comcast or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the City if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days. Comcast shall monitor its operating, construction, repair and maintenance personnel, including contractors and subcontractors, on a regular basis and ensure that such personnel provide clean-

up of all work places in manner consistent with applicable federal and state standards, and local regulations.

(c) Comcast's operating, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be thoroughly trained in the use of all equipment and the safe operation of vehicles. Comcast's operating, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be routinely inspected and maintained in accordance with FCC standards so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel may be corrected before they become a hazard. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the City or any public utility serving the City.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all contractors and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1) and take other reasonable actions to respond to the emergency.

(e) Whenever Comcast or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.

(f) All structures and all lines, equipment and connections in, over, under and upon streets, sidewalks, alleys, and public and private ways and places in the City, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair consistent with federal, state and local law.

4.6 SYSTEM MONITORING

Upon completion of any construction, Comcast shall conduct periodic signal monitoring in accordance with the requirements of the FCC. Such capability shall enable Comcast to monitor the signal quality of all channels delivered on the Cable System, including the Public, Educational and Governmental Channels.

4.7 SERVICE AREA MAPS

Upon written request, Comcast shall provide to the City for its exclusive use and shall maintain at its local offices a complete set of Comcast service area maps of the City, on which shall be shown those areas in which its facilities exist and the location of all streets. The maps shall be provided to the City in hardcopy and also, if technically feasible and available, in an electronic GIS format which is compatible with the City's GIS format. The maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the City with updated maps within thirty (30) days after a request is made by the City.

4.8 BUILDING MOVES

In accordance with applicable laws, Comcast shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of the building. Comcast shall be given at least thirty (30) days advance notice to arrange for such temporary wire changes. If the building to be moved is owned or operated by the City, Comcast shall raise or lower its wires at no cost to the City.

4.9 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the City, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the City or its designee by reason of traffic conditions, street construction, change or establishment of street grade, site distance visibility, the construction of any public improvement or structure, or any other reason related to public health, safety and welfare.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the City shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity.

4.10 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the City, it shall be necessary, in the reasonable judgment of the City or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the City shall have the right to do so without cost or liability, provided that, wherever possible, the City shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the City shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity.

4.11 TREE TRIMMING

(a) Comcast, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming into contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with accepted pruning standards (e.g. International Society of Arboriculture ("ISA")) and applicable laws and regulations. Comcast shall be treated the same as other similarly situated entities with regard to tree trimming.

(b) If Comcast or its agents, including contractors and subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its equipment, it shall apply to the City for permission, and if permission is granted, comply with applicable laws and regulations.

4.12 NON-DISCRIMINATION

(a) Comcast shall not discriminate between or among any individuals in the availability of Cable Service based upon income in accordance with 47 U.S.C. § 541(a)(3) or based upon race or ethnicity.

(b) Comcast shall establish pricing for Cable Service that is non-discriminatory within the same general class of Subscribers which must be applied fairly and uniformly in accordance with federal and state law. Nothing contained herein shall be construed to prohibit Comcast from offering (i) discounts to commercial and multiple family dwelling subscribers billed on a bulk basis; (ii) valid promotional discounts; (iii) reduced rates for Subscribers who have multiple services, or (iv) or the offering of discounts to senior citizens.

SECTION 5
CABLE SYSTEM SPECIFICATIONS AND STATE-OF-THE-ART

5.1 CABLE SYSTEM SPECIFICATIONS

(a) Comcast shall design, construct and maintain a Cable System covering the City that utilizes fiber optic backbone connections from headend to

hubs, hubs to hubs, and hubs to nodes. This Cable System shall be built for digital television standards with a bandwidth no less than 750 MHz with addressable technology with no less than one hundred fifty (150) video channels received for analog and/or digital transmission and shall allocate sufficient portion of said bandwidth to deliver reliable two-way Cable Services. The Cable System shall be capable of providing Internet access via cable modem and video-on-demand.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of this Agreement, in accordance with the provisions of this Agreement. Notwithstanding the above, Comcast agrees that no alteration, adjustment, modification, rebuild, upgrade, redesign, or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System from those that that are described in Section 5.1(a) above.

5.2 SYSTEM TESTS AND INSPECTIONS

Comcast shall conduct the required system tests in accordance with FCC regulations as follows:

(a) Proof of performance tests on the Cable System at least twice each calendar year, at intervals not to exceed seven (7) months. Cable System monitor test points shall be established in accordance with good and sound engineering practices and consistent with FCC guidelines.

(b) The measurements for proof of performance tests on the Cable System may be taken at convenient monitoring points in the Cable System network. Upon written request, an identification of the instruments, including the makes, model numbers, and the most recent date of calibration, a description of the procedures utilized, and a statement of the qualifications of the person performing the tests shall also be provided to the City.

(c) The City shall have the right to designate a City employee (or a third party consultant to the City, provided that such third party consultant executes, in advance, a nondisclosure agreement in a form reasonably acceptable to Comcast) and, upon written notice to Comcast, for such employee or consultant to visually inspect Comcast's Cable System in order to verify compliance with Section 5.1 of this Agreement and to witness and/or review all proof of performance tests required under this Agreement.

(d) Subject to the requirements of Section 8.1 of this Agreement, Comcast shall retain written reports of the results of any tests required by the

FCC, and such reports shall be submitted to the City upon thirty (30) days prior written notice from the City; provided, however, that Comcast shall not be required to submit such reports more than two (2) times in any calendar year.

5.3 STATE-OF-THE-ART

(a) Comcast and the City acknowledge that the technology of Cable Systems is an evolving field. Comcast's Cable System in the City shall be capable of offering Cable Services that are comparable to other Cable Systems owned and managed by Comcast or its Affiliated Entities in the County of Allegheny in the Commonwealth of Pennsylvania ("Comparable Systems") pursuant to the terms of this section. The City may send a written notice to Comcast, not to exceed one request every two (2) years, requesting information on Cable Services offered by such Comparable Systems.

(b) If the identified Cable Services are being offered by Comcast and/or its Affiliated Entities to at least forty percent (40%) of the total Subscribers in the Comparable Systems, then the City may require that Comcast make such Cable Services available in the City. Should the City determine that Comcast shall provide comparable Cable Services, then the City and Comcast shall enter into good faith discussions to negotiate a schedule for deployment of such Cable Services. The discussions shall take into consideration the benefits from the provision of such Cable Services, the cost of implementing them in the City, the technical and economic feasibility of implementing such improvements, and the impact, if any, on Subscriber rates.

5.4 EMERGENCY ALERT SYSTEM

Comcast shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

SECTION 6
CUSTOMER SERVICE STANDARDS

6.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall maintain a customer service center that is located in the City and shall be open during Normal Business Hours. Among other services, the customer service center shall provide bill payment and equipment pick-up and drop-off services.

(b) Comcast shall provide and maintain a toll free telephone customer service line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to customer telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(c) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds.

(d) Under Normal Operating Conditions, the customer shall receive a busy signal less than three (3) percent of the time.

(e) Comcast shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of Complaints indicates a clear failure to comply. If the City determines, after receiving Complaints itself and/or receiving a record of Complaints made to Comcast in accordance with Sections 6.5 and 9.1 below, that there is a clear failure to comply with the telephone answering requirements above, the City shall notify Comcast that it must measure its compliance with these requirements for the next ninety (90) days and report to the City with its results.

6.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a competent staff of well-trained employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast logo and/or "cable contractor" insignia.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(c) Upon scheduling of appointments with the customer for installations, service calls and other activities, Comcast shall provide the customer with either

a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours for the express convenience of the customer. Comcast shall use due care in the process of installation and shall restore any damaged property to its prior condition.

(d) Comcast may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the customer must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

6.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, at intervals not more than one (1) per year thereafter to each Subscriber, and at any time upon request, regarding each of the following areas:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming services;

(3) Channel positions and programming carried on the Cable System;

(4) Installation and service maintenance policies;

(5) Instructions on how to use the Cable Service and any converters;

(6) Billing and customer complaint procedures;

(7) Comcast's address, telephone number and office hours; and

(8) A notice of Subscriber privacy rights as required by federal law.

(b) Comcast shall notify Subscribers and the City in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, provided such changes are within the

control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the City on the transaction between Comcast and the Subscriber.

(c) In accordance with applicable federal and City laws, Comcast shall not charge Subscribers for any services that they have not affirmatively requested, provided this subsection shall not be construed to limit Comcast's right to restructure services or rates as permitted by applicable law.

(d) Comcast shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Comcast during the previous twelve (12) months.

6.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Comcast shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Comcast.

(c) Comcast shall provide its telephone number and address on Subscribers' bills.

(d) Comcast shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the City upon request.

(e) The City hereby requests that Comcast omit the City's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

6.5 CUSTOMER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all customer Complaints, which shall include at least the following:

(a) Comcast shall provide the customer with a written response to a written Complaint within thirty (30) days of its receipt. Such response shall include the results of its inquiry into the subject matter of the Complaint, its conclusions based on the inquiry, and its decision in response to the Complaint.

(b) If the City is contacted directly about a customer Complaint, it shall notify Comcast promptly and in writing. Comcast shall respond to the City in writing within ten (10) business days regarding the results of its investigation of the Complaint or, in the alternative, the need for additional time to investigate and resolve the problem. For purposes of this Section, "resolve" means that Comcast shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber's Complaint and advise the Subscriber of the results of that investigation.

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written Complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Comcast shall maintain customer Complaint records for inspection by the affected Subscriber, which shall contain the date each Complaint is received, the name and address of the affected Subscriber, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution.

6.6 DISCONNECTION

(a) Comcast may disconnect or terminate a Subscriber's service for cause:

(1) If at least sixty (60) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(2) If Comcast has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(3) If there is no pending written dispute with Comcast regarding the bill; or

(4) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or is engaged in theft of Cable Service.

6.7 SERVICE INTERRUPTIONS

(a) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the customer and shall be diligently pursued to completion.

(b) Comcast shall exercise commercially reasonable efforts to limit any Service Interruption for the purpose of maintaining, repairing, or constructing the Cable System. Except in cases of an emergency, Comcast shall perform modifications, repairs, and upgrades to the Cable System between 12.00 a.m. and 6:00 a.m. which may interrupt service.

(c) In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours and upon receipt of written or a credible oral request, it shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

6.8 SERVICES TO PEOPLE WITH DISABILITIES

Comcast shall make Cable Services available to the maximum practical extent provided by law to persons with disabilities. Comcast shall adhere to the requirements for closed captioning as set forth by the Telecommunications Act of 1996 and FCC rules (47 C.F.R. § 76.606).

6.9 PRIVACY

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. At the same time, all references to privacy in this Section are subject to the provisions of Public Law 107-56 (October 26, 2001), Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, known as the "USA PATRIOT ACT."

(b) Comcast shall be responsible for complying with such privacy policy and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Absent a court order or requirement of federal law, neither Comcast nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that Comcast may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the federal law. Comcast shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Comcast. Comcast shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Comcast nor its designee nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Comcast shall notify the Subscriber prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

(e) Upon a written request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall

ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.

(f) Comcast shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration, except where expressly permitted by law.

SECTION 7
SERVICES TO THE COMMUNITY

7.1 CABLE SERVICE TO COMMUNITY FACILITIES

(a) Comcast shall continue to provide the Standard service (or equivalent) package, including converter box, digital adapter, and other end user equipment, to all City-owned and/or operated facilities being provided such service as of the Effective Date. The City may relocate facilities during the term of this Agreement to receive such Standard (or equivalent) service, including end user equipment, at no charge to the City. The City may add new facilities to receive such Standard (or equivalent) service and end user equipment, provided that the City shall pay for such service as described in Section 7.1 (b) below. Comcast shall install service to such additional facilities within thirty (30) days of receiving a written request from the City. Any service calls needed for the maintenance or repair of any equipment serving the above-referenced facilities, including both present and future facilities, shall be performed at no cost to the City.

(b) The City shall pay Comcast for the Cable Services described in Section 7.1(a) above at the following discounted rates. For the services being provided to all City-owned and/or operated facilities receiving such service as of the Effective Date, Comcast shall credit against the Annual PEG Grant, as described in Section 7.4 below, the amount of $68,358 per year. For any new facilities for which Comcast provides Standard (or equivalent) service and end user equipment, the City shall pay Comcast the bulk service discounted rate for large multi-dwelling unit customers in effect for this service at the time of the City's request for such service. Comcast shall provide the City with the applicable cable bulk services rate and receive the City's approval for the rate prior to charging the City for service to such additional facilities. Payment for such additional facilities may be made, at the sole discretion of the City, either directly to Comcast or via credit against the Annual PEG Grant described in Section 7.4 below.

7.2 INTERNET SERVICE TO COMMUNITY FACILITIES

(a) Comcast shall continue to provide one (1) cable modem internet access service (Residential standard level equivalent) to all City senior and recreation centers in the City being provided such service as of the Effective Date. The cable modem internet access service shall not be networked. The City may relocate senior centers or recreational centers during the term of this Agreement to receive such cable modem internet access service at no charge to the City. The City may add new senior centers or recreation centers to receive such internet access service, provided that the City shall pay for such service as described in Section 7.2 (b) below. Comcast shall install service to such additional facilities within thirty (30) days of receiving a written request from the City. Any service calls needed for the maintenance or repair of any equipment serving the above-referenced facilities, including both present and future facilities, shall be performed at no cost to the City.

(c) The City shall pay Comcast for the internet access service described in Section 7.2 (a) above at the following discounted rates. For the internet services being provided to all senior centers and recreation centers in the City receiving such service as of the Effective Date, Comcast shall credit against the Annual PEG Grant, as described in Section 7.4 below, the amount of $15,120 per year. For any new facilities for which Comcast provides internet access service, the City shall pay Comcast the internet access bulk service discounted rate for large multi-dwelling unit customers in effect for this service at the time of the City's request for service. Comcast shall provide the City with the applicable bulk services rate and receive the City's approval for the rate prior to charging the City for service to such additional facilities. Payment for such additional facilities may be made, at the sole discretion of the City, either directly to Comcast or via credit against the Annual PEG Grant described in Section 7.4 below.

7.3 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ("PEG") CHANNELS

(a) Comcast shall continue to provide to the City three (3) Public, Educational, and Governmental ("PEG") Channels in accordance with Section 611 of the Cable Act as follows:

(1) One (1) dedicated Government Access Channel currently activated for use by the City;

(2) Another one (1) dedicated Government Access Channel currently activated for use by the City; and

(3) One (1) dedicated Public Access Channel currently activated for use by the City and/or the City's designee.

(b) In addition to the activated channels described in Section 7.3(a) above, Comcast shall provide, within one hundred and eighty (180) days of a written notice from the City and in accordance with Section 611 of the Cable Act, the following two (2) Channels:

(1) One dedicated Public, Educational, and/or Governmental Access Channel reserved for use by the City and/or its designee; and

(2) One (1) dedicated Educational Access Channel reserved for use by the City and/or its designee for educational programming.

(c) In the event the City or its designee does not provide any programming on any of the PEG Channels, Comcast may request the use of the Channel(s) upon written approval by the City. In turn, should the City request the use of the access Channel(s) being programmed by Comcast, in full or in part, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the from the City that it requires such channel for public, educational and/or governmental access use.

(d) Such PEG Channels shall be used for community programming related to public, educational and/or governmental activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs, cablecasting community programs, and bringing local education into the home. The City shall have complete control over the content, scheduling, administration and all other programming aspects of the PEG Channels and may delegate such functions or a portion of such functions, to an appropriate designee or designees. Comcast shall not exercise any editorial control over PEG Channel programming. Whether operating on an analog or digital format, Comcast shall cablecast all activated PEG Channels so that they may be received by all Comcast Subscribers in the City.

(e) Comcast shall continue to maintain, at its own cost and expense, Return Lines to the three (3) PEG Channels described in Section 7.3(a) above. The term "Return Line" as used in this section refers to the cables, wires, lines, and other signal distribution equipment that enables programming to originate from the selected locations and be distributed via the Cable System to Subscribers in the City. The Return Lines for the PEG Channels described in Section 7.3(a) above shall continue to be maintained at the City-County Building, 414 Grant Street, Pittsburgh, PA 15219 and at 1300 Western Avenue, Pittsburgh,

PA 15233. With respect to the reserved channels described in Section 7.3(b) above, the City shall select one (1) location within its municipal boundaries and Comcast shall provide and install, within one hundred eighty (180) days of a written notice from the City and at Comcast's own cost and expense, a Return Line to such location.

(f) Comcast shall be responsible for maintaining the Return Lines to the video origination points of all of the PEG Channels so long as the City provides Comcast with access to those locations and access to the PEG equipment within these locations. Comcast shall provide, install and maintain in good working order the equipment and the fiber necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall provide all equipment for amplification, conversion, receiving, transmitting, routing and headend processing of the signals to be used for the PEG Channels.

(g) Within one hundred eighty (180) days of a request by the City, Comcast shall, at its own cost and expense, relocate a single PEG origination location one time during the term of this Agreement as follows: (1) the new location must be situated within two hundred (200) feet of Comcast's distribution line; (2) Comcast's obligation shall be subject to the same conditions that apply to the PEG origination sites in Section 7.3(e) hereof; and (3) the City shall provide access to such site at least ninety (90) days prior to anticipated use of the new PEG origination site.

(h) Comcast shall use its best efforts to maintain the channel assignments for the current PEG Channels as of the Effective Date and the initial channel assignments for any reserved PEG Channels described in Section 7.3 (b) above. Notwithstanding the foregoing, Comcast does not relinquish its ownership of or ultimate right of control over a channel by designating it for access programming use. A PEG access user – whether a public, educational or governmental user – acquires no property or other interest by virtue of the use of a channel position so designated or use of a particular channel number no matter how long a channel may have been designated for such use. Comcast reserves the right to change channel assignments provided that the PEG Channels continue to be received by all Comcast Subscribers in the City. In the event that Comcast deems a change in any PEG Channel assignment to be necessary and changes any channel assignment in accordance with this Section, Comcast shall comply with the following requirements:

(1) Comcast shall endeavor to give the City sixty (60) days advance written notice of any change in PEG Channel assignments (if

commercially practicable), but in no event fewer than thirty (30) days advance written notice;

(2) Comcast shall provide, free of charge, public announcements of such change for at least thirty (30) days prior to the change by providing the City or its designee with advertising inserts based on its then-current Pittsburgh 18-hour Run of Schedule ("ROS") in the equivalent amount of Thirty Thousand Dollars ($30,000).

(i) Comcast shall deliver the PEG Channel signals at a level of technical quality and reliability that complies with the levels of technical quality and reliability applied by Comcast for signals of commercial channels transmitted to Subscribers; provided, however, that Comcast shall have no responsibility to improve upon or modify the signal quality of any PEG Channel content provided to Comcast by any PEG Channel programmer.

(j) The City shall require all local producers and users of any of the PEG facilities or Channels to agree in writing to authorize Comcast to transmit programming consistent with this Agreement and to defend and hold harmless Comcast and the City from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations, or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which results from the use of a PEG facility or Channel. Such indemnification by local producers and users shall not include the technical signal quality of the PEG Channels.

(k) Comcast shall provide at each PEG origination site one (1) complimentary cable drop and Standard service (or equivalent) package, including converter box, digital adapter, and other end user equipment, for purposes of monitoring the PEG programming content transmitted over the Cable System.

7.4 PEG GRANTS

(a) **Annual PEG Grant:** In order to provide financial support for the production of PEG Channel programming and related uses, Comcast shall pay to the City a per Subscriber/per month grant (the "Annual PEG Grant") during the term of the Agreement in accordance with the following schedule:

Period	Amount
Effective Date – September 30, 2010	$.45 sub/mo
October 1, 2010 – September 30, 2011	$.50 sub/mo
October 1, 2011 – September 30, 2012	$.50 sub/mo
October 1, 2012 – September 30, 2013	$.60 sub/mo
October 1, 2013 – September 30, 2014	$.60 sub/mo
October 1, 2014 – September 30, 2015	$.70 sub/mo
October 1, 2015 – September 30, 2016	$.70 sub/mo
October 1, 2016 – September 30, 2017	$.80 sub/mo
October 1, 2017 – September 30, 2018	$.80 sub/mo
October 1, 2018 – September 30, 2019	$.90 sub/mo
October 1, 2019 – June 30, 2020	$.90 sub/mo

(b) **City Allocation of Annual PEG Grant:** As of the Effective Date, the City has determined that it intends to allocate a portion of the Annual PEG Grant described in Section 7.4(a) above to the Cable Bureau of the City of Pittsburgh Department of Information Systems ("CIS") in accordance with the schedule set forth below in this Section 7.4(b). Notwithstanding the foregoing, the City shall reserve the right to adjust its allocation of the Annual PEG Grants in its sole discretion.

The allocation of the Annual PEG Grant contemplated in this Section 7.4(b) is solely for descriptive purposes and shall not be construed to entitle the City or any PEG Access entity providing PEG programming content to any additional grant amounts beyond the specific grant amounts specified in Section 7.4(a) above. The City intends to allocate the Cable Bureau portion of the Annual PEG Grant as follows:

Period	Amount
Effective Date – September 30, 2010	$.00 sub/mo
October 1, 2010 – September 30, 2011	$.05 sub/mo
October 1, 2011 – September 30, 2012	$.05 sub/mo
October 1, 2012 – September 30, 2013	$.10 sub/mo
October 1, 2013 – September 30, 2014	$.10 sub/mo

October 1, 2014 – September 30, 2015	$.10 sub/mo
October 1, 2015 – September 30, 2016	$.10 sub/mo
October 1, 2016 – September 30, 2017	$.15 sub/mo
October 1, 2017 – September 30, 2018	$.15 sub/mo
October 1, 2018 – September 30, 2019	$.15 sub/mo
October 1, 2019 – June 30, 2020	$.15 sub/mo

(c) **Timing of Payments:** The Annual PEG Grant payments, along with a brief summary of the Subscriber information upon which they are based (subject to applicable privacy laws and regulations) shall be delivered to the City within sixty (60) days after the beginning of each calendar year during the term of this Agreement (except for the first (1st) full calendar year of the term of the Agreement, during which the Annual PEG Grant payments shall be delivered to the City within sixty (60) days after the close of each calendar quarter).

(d) **Fixed PEG Grant:** In order to further the City's objective of funding PEG Access facilities and other technological needs throughout the City, Comcast hereby agrees to pay to the City a grant in the aggregate amount of Three Hundred Fifty Thousand Dollars ($350,000) (hereinafter referred to as the "Fixed PEG Grant") payable in five (5) installments as follows: 1) the first installment of the Fixed PEG Grant shall be payable within ninety (90) days of the Effective Date in the amount of Seventy Thousand Dollars ($70,000); 2) the second installment of the Fixed PEG Grant shall be payable within ninety (90) days of the first-year anniversary of the Effective Date in the amount of Seventy Thousand Dollars ($70,000); 3) the third installment of the Fixed PEG Grant shall be payable within ninety (90) days of the second-year anniversary of the Effective Date in the amount of Seventy Thousand Dollars ($70,000); 4) the fourth installment of the Fixed PEG Grant shall be payable within ninety (90) days of the third-year anniversary of the Effective Date in the amount of Seventy Thousand Dollars ($70,000); and 5) the fifth and final installment of the Fixed PEG Grant shall be payable within ninety (90) days of the fourth-year anniversary of the Effective Date in the amount of Seventy Thousand Dollars ($70,000).

(e) **Advertising Inserts:** In addition to the other PEG grants described in this Section 7.4, Comcast shall provide the City with advertising inserts to promote the PEG Channels to Subscribers throughout the City of Pittsburgh. Specifically, Comcast shall provide to the City the equivalent of Three Hundred Twenty Thousand Dollars ($320,000) in advertising inserts throughout the term of this Agreement. Such advertising inserts shall be based on the then-current Pittsburgh 18-hour ROS rate card. At least twenty-five percent (25%) of the

advertising inserts shall be cablecast in prime time. The City may, in its sole discretion, designate the use of the advertising inserts, or a portion thereof, to a PEG Channel administrator. The advertising inserts may be used in conjunction with sponsorships or underwriting opportunities. Comcast shall credit the dollar amount of the advertising inserts as specified herein against the Annual PEG Grant as described in Section 7.4(a).

7.5 INSTITUTIONAL NETWORK

Comcast shall provide the City with Institutional Network (also known as "I-Net") services pursuant to the terms of Appendix A to this Agreement, which shall be binding on the parties. Pursuant to the Pennsylvania Right to Know Law, Act 3 § 708(b)(2), (3) and (4) (2009) , Appendix A is not a "public record" and is therefore exempt from public disclosure. It shall be afforded confidential protection at all times.

SECTION 8
REGULATION BY THE CITY

8.1 RIGHT TO INSPECT

(a) The City shall have the right, upon ten (10) business days written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 14.3 below all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement.

(b) In addition, Comcast shall maintain for inspection by the public and the City all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the City or its designated representatives shall be treated as confidential so long as permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the City. The City and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g., system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law

and only to disclose it to City employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the City acting in their official capacity for information related to the Franchise and marked by Comcast as confidential and/or proprietary, the City shall notify Comcast of such request. Comcast shall not be required to provide subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the Franchise (e.g., employee files, tax returns, etc.).

8.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The City or its representatives may conduct a full compliance review, including possible public hearings but no more than once every two (2) years, with respect to whether Comcast has complied with the terms and conditions of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such reviews or public hearings.

8.3 RATE REGULATION

The City reserves its right to regulate certain categories of Comcast's rates to the extent permitted by applicable laws and regulations.

8.4 RESERVED AUTHORITY

The City reserves the regulatory authority arising from any and all applicable federal, state or local laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the City's authority, including the right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

SECTION 9
REPORTING REQUIREMENTS

In addition to the other reporting requirements contained in this Agreement, Comcast shall provide the following reports:

9.1 CUSTOMER COMPLAINT REPORTS

Comcast shall maintain customer complaint records, which shall contain the date each Complaint is received, a description of the Complaint, the date of resolution of the Complaint, and a description of the resolution. Comcast shall

submit to the City upon written request, a report showing the number of Complaints that have generated a work order and/or necessitated a response (i.e. "trouble calls") received during a specified reporting period no greater than twelve (12) months, and the general nature of the complaints generating the calls. Comcast shall not violate any provision of Section 631 of the Cable Act pertaining to protection of Subscriber privacy in tracking and reporting such Complaints.

9.2 SERVICE CALL REPORTS

Comcast shall provide the City upon written request, but in no event more than twice a year, a written report within a specified reporting period no greater than twelve (12) months, showing the percentage of service calls in the City completed within the required time frames as set forth in Section 6.7(a). This report may exclude service calls in which the Subscriber was reasonably unavailable for a service call.

9.3 GOVERNMENT REPORTS

Comcast shall provide to the City, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast or any of its Affiliated Entities have submitted to the Federal Communications Commission ("FCC") if such documents relate to Comcast's Cable System within the City. Comcast shall provide copies of such documents no later than thirty (30) days after their request.

SECTION 10
FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION

10.1 VIOLATIONS

(a) If the City has reason to believe that Comcast violated any provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section(s) of this Agreement that it believes has been violated. If the City does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the City hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that, in the City's reasonable judgment, it cannot be fully cured within thirty (30) days due to circumstances outside of Comcast's control, the period of time in which Comcast must cure the

violation may be extended by the City in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the City.

(c) If the violation has not been cured within the time allowed under Section 10.1(b) above, then Comcast shall be liable for liquidated damages in accordance with Section 10.2 below.

10.2 LIQUIDATED DAMAGES

10.2.1 Because Comcast's failure to comply with provisions of this Agreement will result in harm to the City and because it will be difficult to measure the extent of such harm, the City may assess liquidated damages against Comcast in the following amounts provided Comcast has had an opportunity to cure in accordance with Section 10.1(b). Such damages shall not be exclusive and shall not prevent the exercise of other remedies by the City. After the assessment of such damages, the City may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction.

10.2.2 The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the City. The amount of liquidated damages per year shall not exceed Fifty Thousand Dollars ($50,000) in the aggregate. All similar violations from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation may only be assessed under any one of the categories listed below.

10.2.3 The City may assess liquidated damages against Comcast in the following amounts provided Comcast has had an opportunity to cure in accordance with Section 10.1(b).

(a) For failure to comply with the technical requirements specified in Section 4.1: $350 per day for each day the violation continues;

(b) For failure to provide and maintain Cable Service as specified in Section 4.2: $350 per day for each day the violation continues;

(c) For failure to obtain and maintain permits as specified in Section 4.4: $ $350 per day for each day the violation continues;

(d) For failure to make repairs and restorations as specified in Section 4.5: $350 per day for each day the violation continues:

(e) For failure to raise or lower, disconnect, relocate, or remove equipment as specified in Sections 4.8, 4.9, and 4.10: $350 per day for each day the violation continues;

(f) For failure to perform tree trimming, cutting, removing, or clearing as specified in Section 4.11: $350 per tree;

(g) For failure to comply with the Cable System specifications, system tests and inspections or the state-of-the-art requirements specified in Sections 5.1, 5.2 and 5.3: $350 per day for each day the violation continues;

(h) For failure to comply with any customer service standard as specified in Section 6: $350 per day for each day the violation continues;

(i) For failure to provide services to the community as specified in Section 7.1 and 7.2: $350 per day for each day the violation continues;

(j) For failure to comply with the requirements of Public, Educational, and Governmental Access Channels and PEG Grants as specified in Sections 7.3 and 7.4: $350 per day for each day the violation continues;

(k) For failure to provide Institutional Network services as specified in Section 7.5: $350 per day for each day the violation continues;

(l) For failure to permit inspections or compliance reviews as specified in Section 8: $350 per day for each day the violation continues;

(m) For failure to submit reports in a timely fashion as specified in Section 9: $350 per day for each day the violation continues;

(n) For failure to provide a performance bond as specified in Section 10.3: $350 per day for each day the violation continues;

(o) For failure to comply with programming requirements as specified in Section 11: $350 per day for each day the violation continues;

(p) For failure to comply with the indemnification requirements as specified in Section 12.1: $350 per day for each day the violation continues;

(q) For failure to carry all the insurance required in Section 12.2: $350 per day for each day the violation continues;

(r) For failure to comply with transfer or renewal provisions as specified in Section 13: $350 per day for each day the violation continues;

(s) For failure to comply with the removal of system requirements as specified in Section 14.2: $350 per day for each day the violation continues.

No cost or liability to Comcast arising from a breach or violation of this Agreement shall be recovered from Subscribers or shall be offset against any other sums due to the City.

10.3 PERFORMANCE BOND

(a) Comcast shall obtain and maintain, within thirty (30) days of the Effective Date of the Agreement and throughout the term of the Agreement, at its sole cost and expense, security with a surety company licensed to do business in the Commonwealth of Pennsylvania to ensure Comcast's faithful performance of its obligations. The form of this security shall be a performance bond, acceptable to the City. The security shall provide that the City may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the City for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 10.1 and 10.2 above. A copy of the performance bond shall be submitted to the City within sixty (60) days after the Effective Date of this Agreement.

(b) The security shall be in the amount of Five Hundred Thousand Dollars ($500,000). Comcast shall not reduce, cancel or materially change said security from the requirement contained herein without the express prior written permission of the City.

10.4 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the City under this Agreement, the City reserves the separate and distinct right to initiate revocation proceedings with regard to this Franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the City in its operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 4.1 of this Agreement;

(3) Comcast fails to provide Institutional Network services as set forth in Section 7.5 of this Agreement;

(4) Comcast fails to pay franchise fees to the City as set forth in Section 3;

(5) Comcast fails to provide PEG financial support to the City as set forth in Section 7.4;

(6) Comcast fails to indemnify the City as set forth in Section 12.1; or

(7) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason Force Majeure. Comcast shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) Should the City seek to revoke this Franchise, it shall give written notice to Comcast of such intent. The notice shall set forth the specific nature of the noncompliance. Comcast shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Comcast, it may then seek revocation of the Franchise at a public hearing before City Council. The City shall cause to be served upon Comcast, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Agreement.

(d) At the designated public hearing, Comcast shall be provided a fair opportunity for full participation, due process and full opportunity to be heard, including the rights to be represented by legal counsel, to introduce relevant

evidence, to require the production of evidence, to request the relevant testimony of the officials, agents, or employees of City, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses, and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. A complete verbatim record and transcript shall be made of such public hearing.

(e) Following the public hearing, Comcast shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the City in writing, and thereafter the City shall determine: (1) whether a violation subject to revocation has occurred under this Agreement; (2) whether such violation is excusable; and (3) whether such violation has been cured by Comcast. The City shall also determine whether it will revoke the Franchise based on the information presented or, in the discretion of City, grant additional time to Comcast to affect any cure. The City, after a public hearing and upon finding the existence of grounds for revocation, may either declare this Franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. If the City determines that it will revoke the Franchise, the City shall promptly provide Comcast with a written determination setting forth City's reasoning for such revocation within forty-five (45) days of the close of the hearing. Comcast may appeal such written determination of the City to an appropriate court of competent jurisdiction. Such appeal must be taken within the time frame permitted by law.

SECTION 11
PROGRAMMING

11.1 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

11.2 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with Basic Service including, but not limited to: a) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; b) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and c) the Public, Educational, and Governmental Channels pursuant to Section

611 of the Cable Act. All such signals shall be delivered to Subscribers in high quality resolution.

11.3 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

11.4 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Comcast provided their financial and other obligations to Comcast are honored. Subject to the Force Majeure provisions in Section 14 of this Agreement, Comcast shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption.

11.5 PARENTAL CONTROL CAPABILITY

Upon request by any Subscriber, Comcast shall provide such Subscriber with the capability to control the reception of any video and/or audio channel on the Cable System. Comcast shall inform its Subscribers of the availability of the parental control device at the time of the original subscription and annually thereafter, and if requested by the Subscriber, shall provide the device at the time of the original installation in accordance with Section 640 of the Cable Act.

11.6 TIER BUY THROUGH PROHIBITION

Comcast shall not require Subscribers in the City to purchase a particular video service tier, other than the Basic Service tier, in order to obtain access to video programming on a per-channel or per-program basis, unless Comcast has been granted a written waiver by the FCC pursuant to Section 623(b)(8)(c) of the Cable Act.

SECTION 12
LIABILITY AND INDEMNIFICATION

12.1 INDEMNIFICATION

Comcast shall, at its sole cost and expense, indemnify, defend, save and hold harmless the City, its elected and appointed officials, officers, agents and employees acting in their official capacities, from any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of, but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities by or for Comcast or any Affiliated Entity. The City shall give Comcast timely written notice of its obligation to indemnify the City pursuant to this subsection. The obligation to indemnify, defend, save and hold the City harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, attorneys' fees and expert fees.

12.2 INSURANCE

(a) Comcast shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage. All policies must be on an "occurrence" basis and not on a "claims made" basis. Comcast's insurance policies shall apply on a primary and non-contributory basis to insurance available to the City.

(1) Commercial General Liability Insurance per occurrence and in the aggregate in the amount of three million dollars ($3,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of Comcast's Cable Service business in the City.

(2) Liability Insurance per occurrence and in the aggregate in umbrella form in the amount of five million dollars ($5,000,000).

(3) Automobile Liability Insurance per occurrence and in the aggregate in the amount of two million dollars ($2,000,000) combined single limit for bodily injury and property damage coverage.

(4) Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania.

(b) The City, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 12.2 except for Worker's Compensation Insurance.

(c) Comcast shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section and without submitting insurance certificates to the City verifying that Comcast has obtained such alternative insurance. Comcast shall provide the City with prior written notice in the event there is a cancellation or material change in an insurance policy.

(d) Each of the required insurance policies shall be with insurance companies qualified to do business in the Commonwealth of Pennsylvania, with an "A minus VII" or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition or a Standard and Poor's rating of at least AA.

(e) Comcast shall deliver to the City Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement and upon request.

(f) The limits above may be satisfied with a combination of primary and excess coverage.

SECTION 13
FRANCHISE TRANSFER AND RENEWAL

13.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the City.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the City.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than thirty (30%) of its equitable ownership in the Cable System without the prior written consent of the City.

(d) No such consent shall be required for (i) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution (or in connection with the offer or sale of securities) of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the City of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The City shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informal decision on the transfer or assignment. The City shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the City for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

13.2 RENEWAL

The City and Comcast agree that any proceedings or activities that relate to the renewal of Comcast's franchise shall be governed by applicable federal and state law and Section 425 of the Pittsburgh City Code.

SECTION 14
MISCELLANEOUS

14.1 FORCE MAJEURE

If for any reason of Force Majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment, and partial or entire failure of utilities.

14.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement or of any renewal hereof by passage of time or otherwise, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful termination or revocation, the City or property owner may deem any property not removed as having been abandoned and the City may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the City written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The City shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the costs related thereto, or transfer ownership of the property to the City's designee provided fair market value is paid to Comcast.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof, as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Service, if the System is actively being used to provide any telecommunications or information services not governed by Title VI of the Communications Act of 1934, as amended, or any portion thereof.

14.3 NOTICES

Every notice or payment to be served upon or made to the City shall be sent to:

Chief Information Officer – City of Pittsburgh
City Information Systems
City-County Building
414 Grant Street, Room 604
Pittsburgh, PA 15219

and

City Solicitor
City of Pittsburgh
Law Department
City-County Building
414 Grant Street, Room 313
Pittsburgh, PA 15219

The City may specify any change of address in writing to Comcast.

Every notice to be served upon Comcast shall be sent to:

Comcast
15 Summit Park Drive
Pittsburgh, PA 15275
Attention: Government Affairs Department

With a copy to:

Comcast Cable
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the City.

Each delivery to Comcast or the City shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

14.4 MINORITY AND WOMEN'S BUSINESS ENTERPRISES

It is the City's goal to encourage increased participation of minorities and women in all City contracts. To the extent required by law and/or regulation, Comcast shall use its best efforts to utilize qualified minority business enterprises and women-owned business enterprises wherever Comcast employs vendors or contractors to perform work pertaining to this Franchise or the Cable System in the City.

14.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.6 GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Allegheny, or in the United States District Court for the Western District of Pennsylvania.

14.7 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the City and Comcast. This Agreement supersedes all cable ordinances or parts of cable ordinances that are in conflict with any provisions of this Agreement.

14.8 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

14.9 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the City or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The City and Comcast may amend this Agreement to comply with such change in statute or regulation provided such amendment is approved by the City and Comcast.

14.10 COMPLIANCE WITH LAWS

Comcast shall comply with all applicable federal, state and local laws, regulations and ordinances.

14.11 NO THIRD PARTY BENEFICIARIES

Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

14.12 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the City and their respective successors and assigns. This Agreement is authorized by Resolution No. 431, dated June 22, 2010, of the Pittsburgh City Council.

14.13 FRANCHISE REPRESENTATIVE

Within thirty (30) days of the Effective Date, Comcast shall assign a representative to be available to the City to address Franchise implementation issues. Within such time period, Comcast shall notify the City in writing of the name and contact information for such representative.

[Signature Page to Follow]

WITNESS our hands and official seals to this Cable Franchise Agreement.

CITY OF PITTSBURGH

By: _____
Luke Ravenstahl
Mayor, City of Pittsburgh

By: _____
Michael E. Lamb
Controller, City of Pittsburgh

By: _____
Daniel D. Regan
Solicitor, City of Pittsburgh

COMCAST OF CALIFORNIA/ PENNSYLVANIA/UTAH/ WASHINGTON, INC.

By: _____
David Breidinger
Senior Divisional Vice President, Government Affairs

APPENDIX A

INSTITUTIONAL NETWORK ("I-NET") SERVICES

Pursuant to the Pennsylvania Right to Know Law, Act 3 (2009), § 708(b)(2), (3) and (4), this Appendix A is not a "public record" and is therefore exempt from public disclosure and shall be afforded confidential protection at all times.