



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/8/2026

File ID: TMP-6413

Department: Legal

Subject:

Type of Action: Introduction

Introduction of an Ordinance granting a cable franchise to Knology of Huntsville, Inc., and authorizing the Mayor to enter into and execute a Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Alabama, Inc.

Ordinance No.

Finance Information:

Account Number: TBD

City Cost Amount: NA

Total Cost: NA

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

ORDINANCE NO. 26-_____

WHEREAS, Knology of Huntsville, Inc., a Delaware corporation (“Knology”), which is qualified to do business in the State of Alabama, and its predecessor(s)-in-interest have installed and operated a cable system in the public rights-of-way of the City of Huntsville, Alabama (“City”), and provided cable service to City residents and businesses pursuant to a franchise granted by the City by Ordinance 86-21, adopted January 23, 1986, embodied in a franchise agreement between the City and Knology’s predecessors-in-interest, dated March 7, 1986, and extended by Ordinance 08-278, adopted March 27, 2008; and

WHEREAS, Knology has applied to the City for a renewal of its cable franchise to use the public rights-of-way in the corporate limits of the City in order to construct, operate, and/or maintain a cable system to provide cable service to subscribers in the City within the franchise area; and

WHEREAS, Knology has the legal, technical, and financial qualifications to construct and operate that system and to provide cable services to subscribers in the corporate limits of the City; and

WHEREAS, the City has considered Knology’s request and its qualifications and is desirous of granting a non-exclusive franchise to Knology in accordance with and subject to the terms and conditions of that certain *Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Huntsville, Inc.*

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Huntsville, Alabama, as follows:

1. Knology of Huntsville, Inc., is hereby granted a franchise to use the City’s rights-of-way to construct, operate, and/or maintain its cable system to provide cable services in the franchise area in accordance with and subject to the terms and conditions of the *Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Huntsville, Inc.* to be entered into by and between the City and Knology (“Franchise Agreement”).
2. The Mayor of the City of Huntsville, Alabama, is hereby authorized, for and on behalf of the City, to enter into and execute the Franchise Agreement with Knology, which said Franchise Agreement shall be in a form substantially similar to that certain agreement attached hereto and identified as “*Cable Franchise Agreement between the City of Huntsville, Alabama, and Knology of Huntsville, Inc.*” consisting of Twenty-nine (29) pages, including Exhibit A, and the date of January __, 2026, appearing on the margin of the first page, together with the signature of the President or President Pro Tempore of the City Council, with an executed copy of said Franchise Agreement being kept on file permanently in the Office of the City Clerk of the City of Huntsville. The City Clerk is authorized to attest thereto.
3. The Franchise Agreement shall become effective in accordance with its terms.
4. Knology shall assume all publication costs with respect to this Ordinance, including the Franchise Agreement, or a synopsis thereof, as such publication is required by law.

ADOPTED this the ____ day of _____, 2026.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the ____ day of _____, 2026.

Mayor of the City of Huntsville,
Alabama

**CABLE FRANCHISE AGREEMENT
BETWEEN
THE CITY OF HUNTSVILLE, ALABAMA
AND
KNOLOGY OF HUNTSVILLE, INC.**

This **CABLE FRANCHISE AGREEMENT** (hereinafter "Franchise" or "Agreement") is made and entered as of this ____ day of _____, 2026, by and between the CITY OF HUNTSVILLE, ALABAMA ("City"), and Knology of Huntsville, Inc. ("Franchisee"), a Delaware corporation authorized to do business in the State of Alabama (the City or Franchisee being hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS Franchisee and its predecessors-in-interest have installed and operated a Cable System in the City-Rights-of-Way and provided Cable Service to City residents and businesses pursuant to a franchise granted by the City by Ordinance 86-21, adopted January 23, 1986, embodied in a franchise agreement between the City and Franchisee's predecessors-in-interest, dated _March 7, 1986, and extended by Ordinance 08-278, adopted March 27, 2008; and

WHEREAS, Franchisee has applied to the City for a renewal of its cable franchise to use the Rights-of-Way in the corporate limits of the City in order to construct, operate, or maintain a Cable System to provide Cable Service to Subscribers in the City within the Franchise Area; and

WHEREAS, the City has the authority to grant franchises to use and occupy the Rights-of-Way for such use, to manage and control the Rights-of-Way, and to obtain fair and reasonable compensation for such use; and

WHEREAS, the City intends to exercise the full scope of its municipal powers, including both its police powers and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City; and

WHEREAS, the City has considered Franchisee's application and is desirous of granting a renewal of Franchisee's non-exclusive franchise to use the City's Rights-of-Way for the purposes hereinafter set forth, subject to the terms and conditions of this Agreement; and

WHEREAS, Franchisee has agreed to accept the use of the Rights-of-Way in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing clauses, which clauses are hereby made a part of this Agreement, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

Section 1 NATURE AND TERM OF GRANT

1.1 Grant of Franchise. Subject to Applicable Law and this Agreement, the City hereby grants to Franchisee and, subject to Section 20, to its permitted successors and assigns, a franchise to construct, operate or maintain a Cable System in the Rights-of-Way to provide Cable Services in the Franchise Area. Subject to the Parties' reservation of their rights in Sections 1.4 B. and 6.9 hereof, nothing in this Franchise shall be construed to prohibit the Franchisee from offering service over its Cable System that is not prohibited by Applicable Law, provided, however, that if during the term of this Agreement Franchisee should cease providing any Cable Services to Subscribers in the City, the City and Franchisee shall negotiate and agree on the terms of an amendment to this Agreement to convert it into a non-cable right-of-way use agreement that is consistent with Applicable Law.

1.2 Term of Franchise; Renewal.

A. This Franchise, and all rights, privileges, obligations and restrictions pertaining thereto, shall be for a term of ten (10) years from the Effective Date ("Term"), unless terminated or revoked sooner as provided in this Franchise. At the end of the Term, renewal of the Franchise shall be subject to the franchise renewal provisions of the Cable Act.

B. Notwithstanding anything to the contrary contained in this Agreement, in the event Franchisee, at the sufferance of the City, holds over beyond the Term of this Agreement and continues to operate all or any part of the Cable System using the Rights-of-Way, then Franchisee shall continue to comply with all applicable provisions of this Agreement, including all compensation and other payment provisions, throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the Agreement, except to the extent an extension is necessary to comply with Applicable Law. In the event the Term has expired and the Parties are in the process of negotiating a renewal of this Agreement or a new agreement relative to Franchisee's provision of Cable Service, or as they may otherwise agree, this Agreement shall continue on a month-to-month basis.

C. Upon termination, revocation or expiration of this Agreement, or by abandonment of the Franchisee Facilities, all rights and obligations between the City and the Franchisee created by this Agreement shall cease other than: (1) the obligation to pay outstanding fees and other amounts due to the City; (2) maintaining Security required under Section 18.9 of this Agreement until released by the City or otherwise in accordance with this Agreement; (3) defense and indemnification obligations as set forth in this Agreement; and (4) such other provisions in this Agreement which expressly provide for survival beyond the term thereof. The disposition of the Franchisee Facilities, including removal, and restoration of the Rights-of-Way and other public or private property shall be governed by Applicable Law and this Agreement.

1.3 Effective Date; Publication.

A. The effective date of this Franchise shall be upon publication of this Franchise ("Effective Date").

B. This Agreement, or a synopsis of this Agreement in accordance with applicable state law, shall be published in a newspaper having general circulation in the City. Such publication shall be done by or at the direction of the City Clerk of the City, and the expenses thereof shall be paid in advance by Franchisee, or Franchisee shall make arrangements with the newspaper to be billed directly.

1.4 Franchise Not Exclusive; Limitations.

A. This Franchise is not exclusive. The City expressly reserves the right to grant franchises, permits or other rights to other Persons, as well as the right in its own name as a municipality, to use the Rights-of-Way for similar or different purposes than are allowed Franchisee under this Franchise.

B. This Franchise does not constitute authorization from the City to the Franchisee to use the Rights-of-Way to provide any service other than Cable Service. To the extent the Franchisee uses its Cable System or other Franchisee Facilities to provide any services other than Cable Service, this Agreement shall not be construed to waive or otherwise forfeit any rights the City otherwise has with respect to the franchising of, or imposing fees upon, Franchisee's provision of such other services. This Agreement likewise shall not be construed to waive or otherwise forfeit Franchisee's right to claim that the Cable Act or other federal law preempts the City's ability to franchise, or impose fees upon, such other services provided by Franchisee.

C. By granting this Franchise, the City makes no express or implied representation or warranty regarding the location or dimensions of any particular segment of the Rights-of-Way.

D. This Agreement shall not convey title, equitable or legal, in the Rights-of-Way. The Franchisee acknowledges by acceptance of this Agreement that it obtains through this Agreement no rights to or further use of the Rights-of-Way other than those expressly stated herein. This Agreement does not give to the Franchisee any vested right to any specific location in the Rights-of-Way to place its Cable System. This Agreement and the rights granted hereunder do not excuse the Franchisee from obtaining appropriate access or attachment agreements before locating its Cable System on another Person's facilities, including, without limitation, the facilities of the City d.b.a. Huntsville Utilities.

E. Notwithstanding any provision of this Agreement to the contrary, this Agreement does not grant to the Franchisee the right to install in the Rights-of-Way any tower or pole of any type, or to otherwise install in the Rights-of-Way wireless communications facilities.

1.5 Compliance with Laws; Police Power.

A. Franchisee shall comply with all Applicable Law.

B. Notwithstanding anything to the contrary in this Franchise, Franchisee and its operation of its Cable System under this Agreement are subject to the police powers of the City to adopt and enforce lawful ordinances, resolutions, rules and regulations necessary to preserve

or protect the health, safety and general welfare of the public, including the City's continuing authority over the construction and operation of facilities in the Rights-of-Way. Franchisee shall comply with all Applicable Law enacted by the City pursuant to its police powers, unless, and only to the extent, that any such City ordinance, resolution, rule or regulation is preempted by Applicable Law.

C. Subject to Section 1.5.B, in the event of an irreconcilable conflict between a contractual right granted to Franchisee by this Franchise and a City ordinance, rule, or regulation, the terms of this Franchise shall prevail.

Section 2 DEFINITIONS

2.1 Captions. Throughout this Franchise, captions to Sections are intended solely to facilitate reading and to reference the Sections and provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

2.2 Definitions and Rules of Construction. For the purpose of this Franchise, the following terms and their derivations shall have the meanings or rules of construction given in this Section 2 unless the context indicates otherwise.

A. "Affiliate" or "Affiliated Entity" means any legal entity directly or indirectly controlling, controlled by, or under common control with Franchisee.

B. "Applicable Law" means any or all federal, state or municipal statutes, ordinances, rules, regulations, standards, and other laws, including City Laws, that are now existing or hereafter adopted or amended from time to time, which apply to Franchisee's Cable System, other Franchisee Facilities, Cable Services, or other matters covered by this Agreement.

C. "Basic Cable Service" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals and PEG Channels.

D. "Cable Act" means Title VI of the Communications Act of 1934, as amended, 47 U.S.C. §§ 521 *et seq.*, and as it may hereinafter be amended.

E. "Cable Service" shall have the meaning given it by the Cable Act, 47 U.S.C. § 522(6).

F. "Cable System" or "System" shall have the meaning given it by the Cable Act, 47 U.S.C. § 522(7). As used herein, the term shall refer to Franchisee's Cable System.

G. "City" means the City of Huntsville, a municipal corporation in the State of Alabama, and where necessary for the purposes of the administration and enforcement of this Agreement includes those City officers, officials and employees performing their delegated or assigned duties.

H. "City Laws" mean the duly adopted laws and legislation of the City including without limitation the Code of Ordinances of the City and any codes, regulations, standards or

specifications adopted by reference. The term shall also include the subdivision regulations and any other such rules or regulations that departments, agencies, commission, boards or bureaus of the City are authorized to promulgate.

I. “Confidential Information” means written, non-verbal, information or communication for which there is a sound legal basis under Applicable Law to assert that such information or communication is confidential or proprietary in nature and which has been clearly and conspicuously marked as such by the Party asserting its proprietary or confidential status. Information that (a) is independently developed by the receiving Party, (b) is lawfully received by the receiving Party free of any obligation to keep it confidential, or (c) becomes generally available to the public other than through the receiving Party, shall not be considered Confidential Information. The contents of this Agreement, including consideration flowing to either Party under this Agreement, are not considered to be Confidential Information.

J. Conjunctions. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction “and,” “or” or “either . . . or,” the conjunction shall be interpreted as follows:

- (1) “and” indicates that all the connected terms, conditions, provisions or events apply.
- (2) “or” indicates that the connected terms, conditions, provisions or events apply singly or in any combination.
- (3) “either . . . or” indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

K. “Facility” or “Facilities” means the Cable System and any tangible component of the Cable System or any attachment thereto of any kind, even if not part of the Cable System.

L. “Franchise” or “Agreement” means this franchise agreement, as fully executed by the City Council and the Franchisee.

M. “Franchise Area” means the territory within the boundaries of the City of Huntsville, and as those boundaries may be expanded due to annexation during the term of this Franchise.

N. “Franchise Manager” means the person or persons authorized, assigned, or delegated the responsibility to administer and enforce this Agreement on behalf of the City, and that person(s) designee(s).

O. “Franchisee” means Knology of Huntsville, Inc., a Delaware corporation, and its permitted successors and assigns.

P. “Franchisee Facility” or “Franchisee Facilities” mean (1) any Facility owned by Franchisee or its Affiliates, or (2) any Facility leased by or to Franchisee or its Affiliates for which Franchisee or its Affiliates, or its contractors or others working on its behalf, have the

right, pursuant to its agreement or agreements with the lessor or lessee of such Facility, to physically access, modify, repair, replace, or remove, and whether or not such lessor or lessee is in breach of its obligations under the terms of the agreement or agreements between lessor or lessee and Franchisee or its Affiliates.

Q. "FCC" means the Federal Communications Commission, or any successor federal governmental agency thereto.

R. Gender. Words of one gender include all other genders and also include firms, partnerships, corporations and other legal entities, as appropriate.

S. "Gross Revenues" shall mean all consideration of any kind or nature, including cash, credits, property, and in-kind contributions (services or goods) derived by Franchisee or its Affiliates from the operation of the Cable System in the City to provide Cable Service. The term shall be construed as broadly as permitted by the Cable Act and other Applicable Law.

1. Subject to exclusions below, Gross Revenues shall include the following:
 - a. All charges and subscription fees paid by Subscribers for the provision of Cable Service, including fees attributable to Cable Service when sold individually or as part of a package or bundle, or functionally integrated, with services other than Cable Service;
 - b. All revenue derived from advertising sales and home shopping sales attributable to the operation of the Cable System in the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts Franchisee may make to advertisers) shall not be deducted from advertising revenue included in Gross Revenues. The allocation of advertising and home shopping revenue shall be based on the number of Subscribers in the City divided by the total number of Subscribers in relation to the relevant regional or national compensation arrangement between Franchisee or its Affiliates and the advertiser, agency or home shopping network; and
 - c. All revenue collected by Franchisee or its Affiliates arising from or attributable to the provision of the Cable Service by Franchisee or its Affiliates within the City, including: fees charged Subscribers for any basic, optional, premium, per-channel or per-program service; installation and re-connection fees; revenues from providing or maintaining inside wiring if sold as a standalone service fee; converter rentals or sales; late or administrative fees exclusively related to the sale of Cable Service; upgrade, downgrade or other change-in-service fees; pro-rata advertising revenues; pro-rata revenues from home shopping commissions; and any pro-rata value (at retail price levels) of any non-monetary remuneration received by Franchisee in consideration of the

performance of advertising or any other service of the Cable System, including fees attributable to Cable Service when sold individually or as a part of a package or bundle, or functionally integrated, with services other than Cable Service.

- d. All revenue collected by Franchisee or its Affiliates from operating its Cable System in the City to provide Cable Service, including revenues collected from third parties for or in connection with distributing video programming to Subscribers over its System.
2. The term "Gross Revenues" shall not include the following:
- a. Any revenue not actually received, even if billed, provided that uncollectible fees written off as bad debt which are subsequently collected shall be included in Gross Revenues in the period collected;
 - b. Refunds, rebates, credits or discounts to Subscribers or the City to the extent not already offset by such paragraph 2.a. immediately above and to the extent such refund, rebate, credit, or discount is attributable to Cable Service;
 - c. Any revenues received by Franchisee or its Affiliates from the provision of services or capabilities other than those related to the operation of its System to provide Cable Service, including Telecommunications Services and those Information Services that are not also Video Programming or Other Programming Service within the meaning of the Cable Act;
 - d. Any amounts attributable to the provision of Cable Service to customers at no charge, including the provision of Cable Service to public institutions without charge;
 - e. Any tax of general applicability imposed on the customer or the transaction (but not Franchisee) by a Federal, State, or local government or any other governmental entity, that is collected by Franchisee and required to be remitted to the taxing entity, including sales and use taxes and utility user taxes; provided, however, that the Franchise Fee and PEG Support Fee imposed by Sections 4.3 and 6.1 hereof shall not be considered to be such a tax;
 - f. Any forgone revenue from the provision of Cable Service at no charge to any Person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in Gross Revenue;

g. Sale of capital assets or surplus equipment; and

h. Reimbursement by programmers of marketing costs actually incurred by Franchisee for the introduction of new programming.

T. "In", whether capitalized or not and when used in conjunction with the Rights-of-Way, means over, above, in, within, on or under a Right-of-Way.

U. "Include". Use of the word include, or its derivations, does not limit a term to a specified example.

V. "Information Service" has the meaning set forth in the Communications Act of 1934, as amended, 47 U.S.C. § 153(24); provided, however, that for purposes of this Agreement, any Information Service that is also a Cable Service shall be treated as a Cable Service.

W. "PEG Channel" means non-commercial public, educational and governmental programming channels.

X. "Person" means any individual, sole proprietorship, partnership, association, corporation, limited liability company, or other form of organization or legal entity, and includes any natural person.

Y. "Rights-of-Way" means the surface of and the space on, above, and below any public street, public road, public highway, public freeway, public lane, public way, public alley, public sidewalk, public boulevard, public parkway, public drive, public utility easement (to the extent of the City's interest or authority), or public rights of way now or hereafter held by the City which shall, within its proper use and meaning, entitle Franchisee to the use thereof for the purpose of constructing and operating its Cable System and providing Cable Services. This term shall not include any state or federal rights-of-way or any property owned or controlled by any Person other than the City, except as provided by Applicable Law or pursuant to an agreement between the City and any such Person. The term shall also not include property owned or leased by the City, such as City parks, other lands and real property, buildings, fixtures, or public works facilities, that is neither used nor typically used as rights-of-way for vehicular or pedestrian transport or the installation of utility facilities.

Z. "Standard Installation" is defined as up to 125 feet from the existing distribution system to the Subscriber's terminal.

AA. "Subscriber" means any Person who is lawfully receiving Cable Services provided by Franchisee.

BB. "Telecommunications Service" has the meaning set forth in the Communications Act of 1934, as amended, 47 U.S.C. § 153(53).

2.3 Designees. A provision in this Franchise that authorizes or requires a City officer or City employee to perform an act or make a decision authorizes such officer or employee to act or make a decision through designees or subordinates.

Section 3 FRANCHISE AREA; BUILDOUT

3.1 Franchise Area; Extension. Subject to the provisions of this Franchise, Franchisee may install, operate and maintain its Cable System within the city limits, and any area annexed by the City during the term of this Agreement ("Franchise Area").

3.2 Required Extensions of the Cable System. Throughout the term of this Agreement, Franchisee shall continue to make service available on request, and at Standard Installation rates, to all addresses passed by its Cable System as of the Effective Date. In areas within the Franchise Area not currently passed by the Cable System, and notwithstanding anything to the contrary contained in this Agreement, Franchisee agrees to provide Cable Service on request to all residences in the Franchise Area subject to the density requirements specified in this Section 3.2. Whenever the Franchisee receives a request for Cable Service from a potential Subscriber in an area unserved by Franchisee in close proximity to Franchisee's existing distribution facilities where there are at least 4 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Franchisee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard Installation rates charged to Subscribers in areas already passed and served by Franchisee's System. Notwithstanding the foregoing, the Franchisee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service.

3.3 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 3.2 above, the Franchisee shall only be required to extend the Cable System to potential Subscriber(s) in that area if the potential Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Franchisee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Franchisee's trunk or distribution cable, and whose denominator equals 4. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Franchisee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard Installation charges to extend the Cable System from the tap to the residence.

Section 4 PEG CHANNELS

4.1 PEG Channels. Franchisee shall continue to provide, at no cost to the City, in its Basic Cable Service tier, PEG Channel capacity allocated as follows:

A. An educational access PEG Channel administered by educational entities or institutions designated by City, or their designees, carried separately and delivered to Subscribers in both High Definition (HD) and Standard Definition (SD) formats; and

B. A government access PEG Channel administered by the City or its designee, carried separately and delivered to Subscribers in both High Definition (HD) and Standard Definition formats.

C. The City may request, and Franchisee shall provide, a third PEG Channel within a reasonable amount of time, not to exceed one hundred and eighty (180) days, following Franchisee's receipt of advance written notice by the City. PEG programming for such third PEG Channel shall be available on the Basic Cable Service tier.

D. To the extent feasible, PEG Channels shall not be separated numerically from other channels carried on Franchisee's Basic Cable Service tier.

4.2 Lines and Facilities. Franchisee is responsible, at its sole cost and expense, for obtaining PEG Channel programming at that programming's origination point(s) and any facilities, equipment or electronics necessary for delivering the PEG Channel programming from its origination point(s) to Franchisee's Subscribers. Franchisee may fulfill this requirement through any reasonable means, including direct connection with PEG origination points, connection with City facilities in the Franchise Area, or interconnection with another cable operator franchised by the City. At the request of the City, Franchisee shall interconnect with adjacent Cable Systems to facilitate the two-way distribution of PEG Access Channels. All decisions regarding whether to interconnect and the terms and conditions of any such interconnect shall be a matter of agreement between the cable operators involved. If the cable operators are unable to reach agreement, the City shall, in its sole discretion, have authority to impose reasonable interconnection requirements, and the costs of such interconnection shall be proportionally divided between the cable operators.

4.3 PEG Support Fee. Subject to the last sentence of this subsection, Franchisee shall, within sixty (60) days of the City's written request, begin paying to the City an amount equal to one percent (1%) of Franchisee's Gross Revenues ("PEG Support Fee"), solely to fund PEG access related capital expenditures ("PEG Support Fee"). The PEG Support Fee will be in addition to, and not offset against, any other payments owed by Franchisee under this Franchise. Franchisee will submit payment of the PEG Support Fee quarterly in accordance with the payment provisions of Section 6, along with the payment of the Franchise Fee. Nothing in this Agreement shall prevent Franchisee from separately itemizing the amount of the PEG Support Fee on its bills to Subscribers, provided that the itemization is done in a manner consistent with Applicable Law. Notwithstanding the foregoing, Franchisee shall not be required to pay a PEG Support Fee in excess of any PEG support fee imposed on any other cable operator franchised by the City, nor shall Franchisee be required to pay the PEG Support Fee if the City imposes no PEG support fee on any other cable operator franchised by the City.

Section 5 NON-DISCRIMINATION

Franchisee shall not deny service, deny access, or otherwise discriminate in the availability, rates, terms or conditions of services provided to residential Subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, gender identity, sexual orientation, disability, age, familial status, marital status, or status with regard to public assistance. Franchisee shall comply at all times with all Applicable Law relating to nondiscrimination with respect to the provision of Cable Services. Franchisee shall not deny access to Cable Service to any group of potential subscribers because of the income of the residents of the local area in which such group resides.

Section 6 CABLE FRANCHISE FEE

6.1 Franchise Fee. For and in consideration of the Franchise, and as fair and reasonable compensation to the City for Franchisee's use of the Rights-of-Way to provide Cable Service, Franchisee shall pay the City throughout the term of this Franchise an amount equal to five percent (5%) of Franchisee's Gross Revenues ("Franchise Fee"). Such payments shall be made quarterly, and are due within forty-five (45) days after the end of each calendar quarter.

6.2 Allocation of Fees. Franchisee shall not allocate revenue between Cable Service subject to the Franchise Fee and services not subject to the Franchise Fee for the purpose of evading or reducing Franchisee's Franchise Fee obligations to the City. Revenue of an Affiliate of the Franchisee shall be included in the calculation of Gross Revenues to the extent the treatment of such revenue as revenue of the Affiliate rather than as revenue of the Franchisee has the effect (whether intentional or unintentional) of evading the of payment of the Franchise Fee which would otherwise be paid on Cable Service revenues.

6.3 Report. Each Franchise Fee payment shall be accompanied by a written report to the City containing an accurate statement in summarized form of Franchisee's Gross Revenues, the basis for the computation of the payment amount, and such other information relevant to determining compliance with Agreement as may reasonably be required by the City pursuant to Section 16.1.

6.4 Inspection and Audit.

A. The City shall have the right to inspect and audit, upon reasonable written notice, but no more than once per calendar year, at any time up to three (3) years from the date that the payment was due or actually paid, whichever is later, all relevant financial statements and financial books and records of the Franchisee in the format customarily kept by Franchisee in order to verify Franchisee's compliance with the Franchise Fee or other payment requirements of this Agreement. Any additional amount due to the City as a result of the audit, including any applicable interest, shall be paid by Franchisee within forty-five (45) days after Franchisee receives a written notice from the City accompanied by a copy of the audit report and any other supporting document necessary to determine the alleged amount due is correct. Each Party shall pay its own costs and expenses incurred in connection with any such audit, except in the event there is a final and unappealable determination of an underpayment of fifteen percent (15%) or more of the amount that was due and payable to the City, in which case Franchisee will pay, within forty-five (45) days, the City's actual, documented costs and expenses associated with the

audit, including attorneys' fees and the professional services of the auditor to perform the audit; provided, however, Franchisee's obligation to pay such costs and expenses shall be capped at fifteen thousand dollars (\$15,000.00) for any one audit. The City may not retain any Person for performing any such audit whose compensation is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments.

6.5 No Waiver of City Rights. No acceptance of any payment by the City shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the City in accordance with this Agreement.

6.6 Application of Interest. In the event any payment is not made on the due date, interest on the amount due shall accrue from such date at the annual rate comparable to the then-current rate used by City for late payment of delinquent taxes.

6.7 City Office for Payment. Unless otherwise provided for, all remittances for the monies due according to the terms of this Agreement are to be made payable to the City of Huntsville and mailed or delivered to:

City of Huntsville, Alabama
Finance Department
Revenue Division
305 Fountain Circle
Huntsville, AL 35801

Such remittances shall clearly identify or reference this Agreement. At the request of the City, payments will be made electronically if technically feasible and at no cost to the Franchisee.

6.8 Liability for Licenses and Taxes.

A. Payment of the Franchise Fee, the PEG Support Fee and other financial obligations under this Franchise shall not exempt Franchisee from the payment of any other lawful fee, tax or charge on the business, occupation, property or income of Franchisee that may be imposed by the City, except as may otherwise be provided in the ordinance or ordinances imposing such other fee, tax or charge. Notwithstanding the foregoing, the City's right to impose any such fee, tax or charge shall be subject to any limitations on the City under Applicable Law.

B. To the extent taxes or other assessments are imposed on the Franchisee by taxing authorities other than the City on the use of City property by Franchisee, Franchisee shall be responsible for payment of such taxes. To the extent taxes or other assessments are imposed on the City by taxing authorities other than the City on the use of City property as a result of the Franchisee's use or occupation of the Rights-of-Way, the Franchisee shall be responsible for

payment of such taxes. Where Franchisee has the right to do so under Applicable Law, nothing in this Agreement shall be construed to prevent Franchisee from passing through to or collecting from its Subscribers taxes paid by it under Applicable Law.

6.9 Franchise Fees on other Services. Notwithstanding anything to the contrary in any other provision of this Agreement, the Parties agree that by entering into this Agreement with the Franchisee and granting Franchisee the right to operate and maintain in the Rights-of-Way a Cable System to provide Cable Service, the City has not waived any right, and reserves whatever right it may have under Applicable Law, to impose, through adoption of a resolution, ordinance or franchise, a franchise fee on Franchisee's use of the City's Rights-of-Way to provide any service other than Cable Service. The Parties likewise agree that, by entering into this Agreement, Franchisee does not waive, and reserves whatever right it may have under the Cable Act or other federal law, to claim that the Cable Act or other federal law preempts the City's ability to impose a franchise fee on Franchisee's use of the Rights-of-Way to provide any service other than Cable Service.

Section 7 ANNUAL MEETING

At the written request of the City, Franchisee shall participate in an annual meeting to be held each calendar year with representatives of the City to discuss Franchisee's provision of Cable Service within the City and other matters related to Franchisee's obligations under this Agreement. At the City's request, Franchisee will bring to the meeting information on changes to rates, programming, or channel positions made during the preceding year, customer complaints and other matters about which the Parties have agreed to meet and confer or otherwise discuss.

Section 8 PROGRAMMING AND SERVICES

Franchisee shall provide a broad range of Cable Services.

Section 9 PARENTAL CONTROL CAPABILITY

Subject to technical feasibility, upon request by any Subscriber, Franchisee agrees to make available at a reasonable charge a parental control or lockout capability compatible with the Subscriber's equipment that will enable the Subscriber to block access to commercial channels. Franchisee shall inform its Subscribers of the availability of the parental control or lockout capability in the same manner as it makes its general terms and conditions available.

Section 10 EMERGENCY ALERT

Franchisee shall carry all federal, state and local alerts provided over the "Federal Emergency Alert System" in full compliance with FCC requirements in the event of a public safety emergency, which, at a minimum, will include the concurrent rebroadcast of local broadcast channels. In addition, Franchisee agrees to meet and confer with the City annually upon request to determine if there are any mutually agreeable enhancements to the provisioning of emergency alerts.

Section 11 CUSTOMER SERVICE STANDARDS

At all times Franchisee shall meet the requirements that are contained in FCC regulations on customer service standards, including 47 C.F.R. § 76.309(c), and as these regulations may be amended from time to time. If the FCC repeals all or any of these regulations, Franchisee shall continue to abide by them, and Franchisee and the City agree to meet and confer in order to try and negotiate, in good faith, new customer service standards. Franchisee will, upon request, provide the City with any additional customer service practices and notification procedures it provides to Subscribers as soon as they are available.

Section 12 SUBSCRIBER PRIVACY

Franchisee shall at all times comply with the federal subscriber privacy requirements codified at 47 U.S.C. § 551 and all implementing FCC rules.

Section 13 RATES

Franchisee shall make available at all times, via a public website, a current schedule of all rates and charges for its Cable Services.

Section 14 SUBSCRIBER COMPLAINTS

Franchisee shall establish procedures for receiving, acting upon, and resolving Subscriber complaints, and crediting Subscriber accounts, without intervention by the City. The City shall refer Subscriber complaints to Franchisee, and the City may request that the Franchisee report the complaint resolution to the City. Franchisee will maintain a log of Subscriber complaints that are referred by the City to Franchisee. Franchisee shall also retain for at least eighteen (18) months a log of Subscriber complaints which Franchisee has handled independent of City referrals. The City may inspect those logs upon request. Franchisee agrees to meet with the City upon request to discuss and review customer complaints.

Section 15 PROVISION OF SERVICE TO PUBLIC BUILDINGS

15.1 Subject to Section 15.2, Franchisee shall provide the City free of charge one (1) installation and free monthly Basic Cable Service to one outlet at the locations set forth in Exhibit A, attached hereto and made a part hereof. This obligation will apply once Cable Service is available on the section of Franchisee's Cable System that passes said buildings. The signal quality of the Cable Services provided to those public buildings shall be at least equal to that provided to other Subscribers at the Basic Cable Service in the Franchise Area.

15.2 To the extent Franchisee's Cable Service provided under this Section would be substantially duplicative of existing services provided by the City free of charge by other cable or video programming providers, the City agrees to meet and confer with providers to determine assignments in a reasonable manner so that no more than one (1) provider is providing said

service to any given location. The City reserves the right to receive a duplication of services where redundancy is necessary for public safety purposes.

15.3 The required Cable Service will be the Basic Cable Service tier that Franchisee offers to Subscribers. Only one service outlet is required for each building or location. Franchisee is not required to provide inside wiring and is not required to provide service that conflicts with restrictions that apply in a program licensing agreement or another contract.

15.4 Franchisee agrees not to seek to offset any recurring or non-recurring costs incurred as a result of compliance with this Section against any Franchise Fee or PEG Support Fee due under this Agreement, nor will Franchisee impose such costs on the schools or institutions receiving such free installations and service.

15.5 To the extent that Franchisee provides Cable Services or any other services to any City department or location, whether pursuant to this Agreement or otherwise, it shall do so only on the request of the Franchise Manager. If, pursuant to this Agreement or otherwise, Franchisee charges the City for such services, it shall send the Franchise Manager a single monthly statement for all such services.

Section 16 RECORDS AND REPORTS

16.1 General Reports. Franchisee agrees to cooperate with the City with respect to the administration of this Agreement. To this end, and subject to the provisions of this Section 16 concerning Confidential Information, Franchisee will furnish or make available to the City upon request, and at no cost to the City, such records, reports and other information reasonably necessary for the administration or enforcement of this Agreement and in such form and manner, and at such place, as reasonably prescribed by the City.

16.2 Public Records.

A. Franchisee acknowledges and understands that the City, as a municipality, is subject to laws governing the disclosure of public records including disclosure of the contents of this Agreement.

B. Where the disclosure of Confidential Information to a third party is necessary for Rights-of-Way management purposes, the City and Franchisee shall mutually agree on what, if any, such information can be disclosed to the third party. To the greatest extent practicable, the City will confer with Franchisee prior to disclosing any Confidential Information.

C. Notwithstanding anything to the contrary in this Agreement, the City may disclose, as necessary, any Confidential Information to its officials, officers, boards, commissions, agencies, employees, agents, representatives and contractors in order to administer and enforce this Agreement, or otherwise for Rights-of-Way management purposes.

D. Upon receiving a public records request to inspect or copy any City records that includes records clearly and conspicuously marked by the Franchisee as confidential or

proprietary, the City promptly shall provide Franchisee with written notice of the request, including a copy of the request. Franchisee shall have five (5) business days within which to provide a written response to the City. Thereafter, if the City determines that it is required by Applicable Law to disclose the information marked by the Franchisee as confidential or proprietary, the City shall promptly notify Franchisee, and do so at least five (5) business days prior to the information being disclosed so that Franchisee may seek an appropriate protective order or waive compliance with this Section 16.2(D). It shall be the responsibility of the Franchisee to seek judicial protective order prohibiting, limiting, or conditioning said disclosure. If Franchisee chooses to seek appropriate judicial protection, Franchisee shall notify the City of its intent to do so before the expiration of the 5-working day period set forth in the third sentence of this paragraph, and the City shall (a) refrain from disclosing such Confidential Information (unless legally compelled to do so) until the request for a protective order is resolved; and (b) comply with any validly-issued protective order.

E. Notwithstanding anything in this Section 16 to the contrary, the City may disclose Confidential Information in response to a judicial or administrative order requiring such disclosure. Upon receipt of a judicial or administrative order to disclose Confidential Information, the City will provide the Franchisee with a copy of same, and it shall be the responsibility of the Franchisee to seek judicial protection against the disclosure.

F. The provisions of this Section 16 shall survive expiration, termination or revocation of this Agreement.

Section 17 GENERAL INDEMNIFICATION

17.1 Hold Harmless and Indemnification.

A. Franchisee, by its execution of this Agreement, agrees to and does thereby indemnify, defend and hold the City and its present and future elected or appointed officials, officers, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees (collectively referred to hereinafter as "Indemnitees") whole and harmless from and against all claims, costs, losses, expenses (including reasonable attorneys' fees and costs or expenses incidental to the investigation of claims and lawsuits through appeal), demands, payments, suits, actions, recoveries, penalties, fines, liabilities and judgments of any nature and description resulting from or arising out of: (1) Franchisee's actions pursuant to this Agreement and the rights awarded hereunder, or the procedures leading thereto, any act or omission of Franchisee, its agents, employees, representatives, contractors or sub-contractors in the construction, operation, maintenance, repair, relocation, removal or service of its Cable System or any other Franchisee Facilities in the City, or any portion thereof, or of any failure by the Franchisee to comply with any Applicable Law, or by reason of any suit or claim for personal injury, property damage, defamation, antitrust, errors and omission, theft, fire, royalties, license fees, or infringement of copyright or patent rights, (2) Franchisee's performance under this Agreement, or (3) the presence of any hazardous substance or environmental hazard brought into the Rights-of-Way by Franchisee or anyone acting on its behalf.

B. The foregoing obligations of Subsection 17.1(A) shall survive the expiration, termination or revocation of the Agreement.

17.2 Notice. The City shall notify Franchisee in writing as soon as reasonably practicable after receiving written notice of any third-party action or other claim against it, and Franchisee shall be relieved of its indemnification obligations to the extent compromised by the City's failure to provide timely notice of any such action or claim. The notice shall describe the claim, the amount thereof (if known and quantifiable) and the basis thereof.

17.3 Defense. With respect to Franchisee's indemnity obligations set forth above, Franchisee shall provide the defense of any claims brought against the Indemnitees by selecting counsel of Franchisee's choice to represent the Indemnitees and defend the claim, subject to the consent of the Indemnitees, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the Indemnitees from cooperating with Franchisee and participating in the defense of any litigation by their own counsel at their own cost and expense; provided, however, that after consultation with the Indemnitees, Franchisee shall have the right to defend, settle or compromise at its cost and expense any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement, provided, however, that any such settlement shall include at a minimum a full and final release of all applicable claims against the Indemnitees and shall include a provision that the settlement does not constitute an admission of wrongful conduct by the Indemnitees. In the event that the terms of any such settlement do not include the release of the Indemnitees, Franchisee shall not settle the claim or action. Franchisee's right to enter a settlement shall entail only payment of monetary amounts by Franchisee or obligations to be performed fully by Franchisee, and under no circumstances shall Franchisee have the power to bind the Indemnitees to any obligation to pay any monetary amounts, perform any particular action, or refrain from performing any action (although the Indemnitees may in their discretion independently agree to any such condition).

17.4 Indemnification Not Limited. The indemnification obligation is not limited in any way by limitation of the amount or type of damages or compensation payable by or for Franchisee under worker's compensation, disability or other employee benefits acts, or the acceptance of insurance certificates required by this Agreement, or the terms, applicability or limitations of any insurance held by Franchisee.

17.5 No Waiver of City Rights. The City does not and shall not waive any rights against Franchisee which it may have by reason of this indemnification, or because of the acceptance by the City of Franchisee's proof of insurance described in this Agreement.

17.6 Limitation of Liability; Immunity. The Indemnitees, to the extent allowed by Applicable Law, shall be responsible for their own acts of negligence, intentional or willful misconduct, subject to defenses and limitations of liability provided by Applicable Law; provided, however, in no event shall the Indemnitees be liable to Franchisee, its Affiliates, officers, directors, agents, employees, customers, tenants, licensees, contractors, subcontractors or assigns for any indirect, incidental, special, punitive or consequential damages, including any loss, expense or damage to profits, business, revenue or income (whether arising out of the damage to or destruction of the Cable System, in whole or in part, transmission interruptions or problems, any interruption or degradation of service or otherwise).

Section 18 INSURANCE AND SECURITY

18.1 General Liability. Franchisee shall maintain, throughout the term of this Agreement, Commercial General Liability Insurance using carriers licensed in the State of Alabama and maintaining a Best rating of not less than "A." Such insurance shall include coverage for premises and operations, underground, collapse and explosion, and products and completed operations, contractual, personal and advertising injury, and broad form property damage and shall name as Additional Insureds the City, and its present and future elected or appointed officials, officers, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees. Such insurance shall be in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate covering bodily injury, including death, and property damage. If Franchisee employs independent contractors, Franchisee shall ensure that these contractors maintain appropriate levels of insurance and that the City is named as an Additional Insured under each policy. Insurance will be written on an occurrence basis.

18.2 Automobile Liability. Franchisee shall maintain during the term of this Agreement Comprehensive Automobile Liability insurance with a limit of three million dollars (\$3,000,000) per occurrence combined single limit for bodily injury, including death, and property damage covering owned, non-owned and hired automobiles used in conjunction with its operations under this Agreement. Such insurance shall name the City, and its present and future elected or appointed officials, officers, council, boards, commissions, agents, representatives, volunteers performing authorized city functions, and employees as Additional Insureds.

18.3 Workers' Compensation. Franchisee shall maintain, during the course of this Agreement, Workers' Compensation coverage as prescribed by the laws of the State of Alabama and Employer's Liability coverage in an amount of not less than one million dollars (\$1,000,000).

18.4 Evidence of Insurance. On or prior to the beginning of the provision of Cable Service under this Agreement, Franchisee shall furnish to the City Certificates of Insurance upon each policy renewal evidencing all of the aforementioned types and limits of insurance to be in effect. The City reserves the right to require complete, certified copies of all required insurance policies at any time and from time to time.

18.5 Maintenance of Insurance Policies. The liability insurance policies required under this Section, if any, shall be maintained by Franchisee through the term of this Agreement.

18.6 No Limit of Liability. The legal liability of Franchisee to the City and any Person for any of the matters that are the subject of the insurance policy(ies) required by this Section, shall not be limited by said insurance policy(ies) or by the recovery of any amounts thereunder.

18.7 Certificate of Insurance. Certificates of Insurance, if any, shall name the City, and its officers, boards, commissions, City Council, elected and appointed officials, agents and employees as Additional Insureds and all policies shall waive rights of subrogation in favor of the City. Each insurance certificate shall state that the issuer of the insurance certificate will give the City written notice of any cancellation, modification, or expiration of any insurance policy referred to in the certificate in accordance with the insurer's notice policies. All subsequent

notices or certificates shall be delivered to the City Clerk of the City of Huntsville at 308 Fountain Circle, Huntsville, Alabama 35801. All deductibles under said policy shall be the sole responsibility of Franchisee.

18.8 Security.

A. Subject to the following subsection B, Franchisee shall obtain, maintain, and replenish, at its sole cost and expense, and file with the Franchise Manager, an irrevocable standby letter of credit in favor of the City and suitable in form and content, including any amendments thereto, to the Franchise Manager ("letter of credit" or "security"), in the amount of One Hundred Thousand Dollars (\$100,000). The letter of credit is both to guarantee the timely completion and faithful performance of all work required in connection with the Franchisee's Cable System, including the construction, operation, repair and maintenance of the System, and to secure performance of Franchisee's obligations and faithful adherence to all requirements of this Agreement. Throughout the term of this Agreement, and for one hundred twenty (120) days thereafter, Franchisee shall maintain the required letter of credit in the amount specified in accordance with this section. 18.8.

B. Based on then-current factors including the construction activity of the Franchisee, whether the Franchisee is engaged in the removal of its System, an increase in the amount of compensation payments to be made pursuant to this Agreement, the Franchisee's history of compliance (or non-compliance) with the terms and conditions of this Agreement or the City Code, or such other factors which reasonably necessitate the contemplated action, the Franchise Manager may, in his sole discretion, modify the obligations of the foregoing subsection A. Such modifications may include: (i) upon the written request of the Franchisee, a waiver of the requirement to post security, or a whole or partial release or reduction in the security posted; provided that at any time and from time to time the Franchise Manager may require the re-posting of any security so waived, released or reduced; and (ii) upon the written notice to Franchisee, an increase in the amount of security posted. Franchisee shall post the required security within thirty (30) days or such additional time as the Franchise Manager may allow, without the right of an additional cure period, and the Franchise Manager may delay any construction activity of Franchisee until the required security is posted.

C. The letter of credit may be drawn on directly by the City at any time and from time to time for the payment of liquidated damages, or for the following purposes (but not before the expiration of any notice or cure provisions to the extent applicable):

(i) To secure the faithful performance by the Franchisee of all terms, conditions, and obligations of this Agreement, the City Code, and any later-enacted regulations and ordinances pertaining to the rights-of-way or their use, including the proper installation, maintenance, operation, and removal of the System;

(ii) To compensate the City for any loss or damage to any municipal structure or other property of the City, during the course of any construction, maintenance or repair of the System by Franchisee, its agents, or employees, or any contractors or subcontractors of the Franchisee;

(iii) To compensate the City for any expenditure, damage, or loss incurred by the City occasioned by Franchisee's non-compliance with the provisions of this Agreement, the City Code, or default under any later enacted regulations and ordinances pertaining to the rights-of-way or their use, or its failure to comply with all rules, regulations, orders, permits, and other directives of the City, issued pursuant to this Agreement, the City Code, or other present or future ordinances adopted by the City;

(iv) To secure the payments of premiums for the liability insurance required pursuant to this Agreement;

(v) The payment to the City of any amounts for which Franchisee is liable that are not paid by Franchisee's insurance; or

(vi) As otherwise may be provided for in this Agreement.

D. For the City to recover under this subsection 18.8 for any failure by Franchisee to properly construct, operate or maintain its System or any alteration, repair, maintenance, or restoration of City structures or property, in connection with such construction or operation, it is not necessary that the City first perform such work.

E. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this Agreement or authorized by Applicable Law; and no action, proceeding, or exercise of a right with respect to such letter of credit shall affect any other rights the City may have.

18.9 Right to Require Replacement of Letter of Credit or Insurance. If the financial condition of any company issuing a letter of credit or insurance policy pursuant to this section 18 materially and adversely changes, the City may, at any time and from time to time, require that any such letter of credit or insurance policy be replaced with such other letter of credit or other insurance policy consistent with the requirements set forth in this section.

Section 19 GENERAL STREET USE AND CONSTRUCTION

19.1 Construction.

A. Subject to subsection B, except as may expressly be otherwise provided for in this Agreement, the provisions of Chapter 23, Article VII, Division 2 of the Code of Ordinances of the City of Huntsville (“City Code”), as such may be amended from time to time, and which are hereby incorporated into this Agreement by reference as if fully set forth herein, shall apply to the Franchisee Facilities, including their construction, removal, abandonment, maintenance and relocation. In the case of an irreconcilable conflict between Division 2 and this Agreement, this Agreement shall control.

B. Franchisee shall bear the costs and expenses for relocation when the purpose involves a lawful public purpose, including the City’s exercise of its police powers for the public health, safety, and general welfare, and public infrastructure projects, public building project, and other public improvements funded in whole or part by the City.

19.2 Reservation of City Rights. Nothing in this Franchise shall prevent the City from constructing sewers; grading, paving, repairing or altering any Rights-of-Way; laying down, repairing or removing water mains; or constructing or establishing any other public work or improvement.

19.3 Discontinuing Use of Franchisee Facilities. Except in connection with a sale or assignment pursuant to Section 20, if Franchisee decides to discontinue use of Franchisee Facilities that it, or one of its Affiliates, owns within all or a portion of the Rights-of-Way and does not intend to use those Franchisee Facilities again in the future, the City may direct Franchisee to remove the such Franchisee Facilities or may permit the Franchisee Facilities to be left in place as abandoned, which permission shall not be unreasonably withheld or delayed. If Franchisee is permitted to abandon its Franchisee Facilities in place, upon written consent of the City, the ownership of Franchisee Facilities in the City’s Rights-of-Way shall transfer to the City, and Franchisee shall have no further obligation therefor. Notwithstanding Franchisee’s request that any such Franchisee Facility to remain in place, the City may require Franchisee, at its sole cost and expense, to remove the Franchisee Facility from the street area or modify the Franchisee Facility in order to protect the public health and safety or otherwise serve the public interest. Franchisee shall complete any such removal or modification in accordance with a reasonable schedule set by the City.

19.4 Inspection. In accordance with Applicable Law, the City or its designee shall have continuing jurisdiction over construction of the Cable System in the Rights-of-Way with the right to conduct periodic inspections of the construction of such System, provided such inspection does not unduly interfere with the Cable System or the Franchisee’s operations.

Section 20 ASSIGNMENT OR TRANSFER OF THE FRANCHISE

20.1 Restriction on Sale or Transfer of Franchise. Except as provided in Section 20.2, neither the rights or obligations of this Agreement, the Cable System, nor a controlling interest in

the Franchisee, shall be sold, assigned or transferred, directly or indirectly, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any Person other than Franchisee without the prior consent of the City, which consent shall not be unreasonably withheld or delayed. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised, including the creation or transfer of decision-making authority to a new or different board of directors.

20.2 Exceptions; Security of Financing.

A. The consent requirement of Section 20.1 shall not apply to transactions involving the pledging or other encumbrance of any of Franchisee's assets to secure financing; provided, however, that no lender may foreclose or execute upon the Cable System or the rights and obligations of this Agreement without the City's prior consent.

B. The City's prior consent shall not be required for pro forma transfers to Affiliates of Franchisee (intra-corporate transfers); provided, however, that the City must promptly be notified of such pro forma transfers, and any Affiliate of Franchisee succeeding to ownership of the Cable System or the rights and obligations of this Agreement shall file with the City its written acceptance of the terms and conditions of this Franchise.

20.3 Procedure. The parties to the proposed sale or transfer shall make a written request to the City for its approval of a sale or transfer. The written request shall not be deemed complete until all information required by the City and reasonably necessary to conduct the review under Section 20.4, and by applicable FCC regulations is provided to the City.

20.4 Review of Sale or Transfer by City. In reviewing a request for sale or transfer pursuant to Section 20.3 above, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party and also whether Franchisee is in compliance with this Agreement and if not, reasonable cure. Franchisee shall assist the City in that inquiry. The City may condition its consent to a transfer upon such terms and conditions as it deems reasonably appropriate to satisfy said qualifications or reasonable cure; provided, however, the City shall not unreasonably withhold its approval. As a condition of approval of a transfer or assignment of ownership or control, the City may require that the transferee become a signatory to the Agreement and assume all obligations and liabilities of Franchisee thereunder.

20.5 Foreclosure. Upon the foreclosure or other judicial sale of the Cable System, the Franchisee shall notify the City of such fact and such notification shall be treated as a notification that a change in control of the Franchisee has taken place, and the provisions of this Agreement governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

20.6 Receivership. The City may cancel this Agreement subject to any Applicable Law, including the Bankruptcy Act, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Franchisee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership

or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

A. Bankruptcy filing affect. Consistent with federal law, the filing of a bankruptcy petition alone shall not constitute a material default of the Agreement, provided, however, and subject to valid federal Applicable Law, in the event of a bankruptcy or other insolvency proceeding, the City retains all existing rights and enforcement authority under the Agreement and its police powers.

B. Trustee or receiver. Subject to valid federal Applicable Law, any trustee or receiver of the Franchisee shall be required to assume responsibility for, and remedy all existing defaults and provide adequate assurance of future performance under the Agreement during the pendency of such bankruptcy or insolvency proceeding.

Section 21 FRANCHISE VIOLATIONS AND REMEDIES

21.1 Remedies for Franchise Violations.

A. In addition to any rights set out elsewhere in this Franchise, or such other rights as it may possess at law or equity, the City reserves the right to apply any of the following remedies, alone or in combination, in the event Franchisee violates any provision of this Franchise, receives written notice of such violation, and fails to cure such violation in accordance with this Section. For any uncured violation, the City may:

1. Recover specific damages from all or any part of the Security provided pursuant to this Franchise; provided, however, the assessment shall be for such amount as the City reasonably determines is necessary to remedy the violation;

2. Commence litigation seeking recovery of monetary damages or specific performance of this Franchise, as such remedy may be available; or

3. Revoke the Franchise, but only after the City conducts a hearing of which the Franchisee is given adequate notice and at which the Franchisee is given adequate opportunity to present evidence and argument against revocation.

B. Non-curable violations. In addition to any rights set out elsewhere in this Franchise, or such other rights as it may possess at law or equity, the City reserves the right to revoke this Agreement, after notice and an opportunity to be heard, if the Franchisee has perpetrated or attempted to perpetrate any fraud or deceit upon the City, if there is any material misrepresentation of fact by the Franchisee, or if Franchisee fails to maintain all or any governmental authorization required by Applicable Law to operate its Cable System or provide its Cable Service. The Franchisee shall not have the right of cure under this provision.

21.2 Violation Notice and Opportunity to Cure. If the City believes Franchisee has violated a provision of this Franchise, the City shall deliver written notice ("Violation Notice")

to Franchisee describing the violation with sufficient detail to adequately identify the nature of the dispute. Franchisee shall remove or otherwise cure the asserted violation within the longer of (i) thirty (30) days of receipt of the Violation Notice, or (ii) a period of time reasonably necessary to cure the asserted violation, but in no event exceeding ninety (90) days absent the City's consent to a longer period. Notwithstanding the foregoing, the cure period for the payment of any fees or other payments due and owing the City shall not exceed forty-five (45) days. If Franchisee fails to remove or otherwise cure the asserted violation within the applicable time period, the City may exercise any or all of the remedies described in Section 21.1 or such other rights as the City may possess at law or equity; provided, however, if the violation is not of a material provision of this Franchise, then the City's remedies shall not include a revocation of this Franchise.

21.3 Minor Variances. The City may, at its sole discretion and upon request of Franchisee or its own motion, permit the Franchisee to vary its manner of performance under this Franchise, so long as the variance does not result in a substantial change in the terms of this Franchise.

Section 22 MISCELLANEOUS PROVISIONS

22.1 Severability and Survivability. If any Section, provision or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected, unless the City Council determines such Section, provision or clause was material to the City's agreement to issue the Franchise. All provisions concerning indemnification, or removal of Franchisee Facilities from the Rights-of-Way, shall survive the expiration of this Franchise or termination of this Franchise for any cause. Expiration or termination of this Franchise shall not extinguish, prejudice or limit either Party's right to enforce this Franchise with respect to any default or defect in performance that has not been corrected.

22.2 Remedies cumulative; Non-enforcement by the City. The rights and remedies of the City shall be cumulative and in addition to any other rights and remedies provided by law or equity. Franchisee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

22.3 Action by Agencies or Courts. Franchisee shall promptly notify the City in the event that any agency of the federal government or the State of Alabama or any court with competent jurisdiction requires Franchisee to act inconsistently with any provisions of this Franchise. Upon receipt of such notification, the City or Franchisee may determine if a material provision of this Franchise has been affected. Upon such determination, the City or Franchisee may seek to modify or amend this Franchise, pursuant to this Section 22.3, as may be necessary to carry out the Parties' intentions and purposes under this Franchise.

22.4 Choice of Forum. Any litigation between the Parties arising under or regarding this Franchise shall occur, if in the state courts, in the county court of Alabama having

jurisdiction thereof, and if in the federal courts, in the United States District Court for the Northern District of Alabama.

22.5 Choice of Law. This Franchise shall be governed by and construed in accordance with the laws of the State of Alabama, even if Alabama's choice of law rules would otherwise require application of the law of a different state.

22.6 Notice. Any notice provided for under this Franchise shall be effective if in writing and: (1) delivered personally to the addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested; (2) sent by overnight or commercial air courier; (3) sent by facsimile transmission, with the original to follow by regular mail; or (4) sent by electronic mail with record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded or printed. Notice will be deemed to have been adequately given three (3) days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day. Notices shall be addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City: Director of ITS Department of the City of Huntsville
 101 Church Street, Suite 201
 Huntsville, AL 35801

Facsimile: 256-427-6775
Electronic Mail: gene.uhl@huntsvilleal.gov

With a copy to: City Attorney
 City of Huntsville
 308 Fountain Circle
 Huntsville, AL 35801

Facsimile: 256-427-5043
Electronic Mail: trey.riley@huntsvilleal.gov

If to Franchisee: WideOpenWest, Inc.
 Attn: Legal Department
 Suite 1000
 7887 East Belleview Avenue
 Englewood, Colorado 80111

At no time will the City be required to send notice to more than two persons/addresses. It shall be the duty of the Franchisee to promptly update in writing any changes in its contact information provided above, and failure to do so shall not render ineffective the notice or demand sent by the City and shall constitute a material violation of the Franchise.

22.7 Reasonability of Actions. In any matter provided for in this Franchise involving discretionary acts by the City or the Franchisee, including the giving of consent, approval or

instructions, the Parties agree that they will each act in a manner that is reasonable under the circumstances.

22.8 Force Majeure. With respect to the violation or noncompliance with any provision of this Franchise, the violation or noncompliance will be excused where the violation or noncompliance is the result of Acts of God, war, work stoppages, or similar events that were not reasonably foreseeable and are beyond a Party's reasonable control.

22.9 Integration and Written Modification. Except as otherwise expressly provided in this Franchise, this Agreement, together with its exhibits, contains the entire agreement between the Parties. This Franchise may not be altered or modified orally but only by an instrument in writing executed by duly authorized representatives of the Parties.

22.10 Changes in Law or Unenforceability of Franchise Provisions. The Parties have entered into this Franchise under the federal and state laws in effect on the Effective Date of this Franchise. The Parties reserve the right to mutually agree on modifications to this Franchise to account for changes in the law during the term of this Franchise, or to negotiate modifications in this Franchise if any provision of this Franchise becomes, or is declared, invalid or unenforceable.

22.11 Franchisee Warranty. Franchisee, by its execution of this Agreement, warrants and covenants that it has read and understood this Agreement and that it has all requisite authority to enter into the Agreement and provide the Services authorized hereunder. Franchisee agrees that the foregoing covenants and warranties are a material condition of the Agreement.

22.12 No Third-party Rights. Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the Parties hereto toward, any Person not a Party to this Agreement.

22.13 Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile, and any signature transmitted by facsimile will be given the same force and effect as an original signature.

22.14 Relationship of the Parties. The Parties understand, acknowledge and agree that by making and entering into this Agreement, the City is not in any way or for any purpose a partner of or joint venturer with Franchisee.

22.15 Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective successors and assigns and Affiliates, as applicable.

22.16 Calculation of time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday observed by the City, that day shall be omitted from the computation.

Attest:

Shaundrika Edwards, City Clerk
City of Huntsville, Alabama

Date: _____

[acknowledgement on next page]

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that Tommy Battle, whose name as Mayor of the City of Huntsville is signed to the foregoing agreement, and Shaundrika Edwards, whose name as City Clerk of the City of Huntsville is signed to the foregoing agreement, both of whom being known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they, in their respective capacities as Mayor of the City of Huntsville and City Clerk of the City of Huntsville, executed the same voluntarily for and as the act of the City of Huntsville, Alabama, a municipal corporation, as of the day the same bears date.

Given under my hand this the _____ day of _____, 2026.

NOTARY PUBLIC

EXHIBIT A

Courtesy Basic Cable Service Locations

Name	Address
Huntsville ITS Shoney	807 Shoney Dr. B2
Parks	3242 Leeman Ferry Rd. A
Tennis Court	2710 Drake Ave. SW
City of Huntsville – Friendship Ctr	2900 Fairbanks St. NW
Community Outreach Ctr – Resi	3014 Sonya Dr. NW
Huntsville Department – Resi	500 Church St. NW
Rec. Center	6201 Pueblo Dr. NW
Lakewood Community Center	3601 Kenwood Dr.
Merrimack Soccer Field	3501 Triana Blvd.