

#### **4. PROVISION OF CABLE SERVICE**

(a) *Availability of Cable Service.* The Grantee shall make Cable Service available on the HSN in accordance with the terms of this Franchise Agreement to all residences, businesses and other structures within the Franchise Area, including multiple dwelling unit buildings, whose owners or occupants request Cable Service, except for multiple dwelling unit buildings and other locations to which the Grantee cannot legally obtain access; provided, however, that Grantee may refuse to provide Cable Service (i) when it is unable pursuant to normal industry practice to obtain necessary programming, real property or other access rights, or (ii) when its prior service, payment, or theft of service history with a Person has been unfavorable, or (iii) pursuant to a written waiver by the Communications Administrator or designee.

(b) *Line Extension Requirements.* Service drops to residential Subscribers shall be governed by the Line Extension Policy attached hereto as Appendix 1. The line extension policy for commercial properties is based on published commercial rates for construction and installation costs.

(c) *Continuity of Service.*

(1) It is the right of all Subscribers in the Franchise Area to receive all available Cable Services they request from the Grantee as long as their financial and other obligations to the Grantee are satisfied; provided, however, that Grantee may refuse to provide Cable Service when (i) it is unable pursuant to normal industry practice to obtain necessary programming, real property or access rights, (ii) when its prior service, payment, or theft of service history with a Person has been unfavorable, (iii) when a commercial customer refuses to reimburse the Grantee for the cost of special construction necessary to provide service, or (iv) pursuant to written waiver by the Communications Administrator or designee.

(2) The Grantee shall operate Grantee's Cable System pursuant to this Franchise without interruption, except as otherwise provided in this Franchise Agreement. Following the expiration or revocation of its Franchise, the Grantee may, at the County's request, operate Grantee's Cable System for a temporary period (the "Transition Period") as necessary to maintain service to Subscribers, and shall cooperate with the County to assure an orderly transition from it to the County or another franchise holder.

(3) During the Transition Period, the Grantee shall not make any changes that would materially degrade the quality of services to Subscribers or purposefully decrease Gross Revenues on Cable Service other than through promotions, discounts or bundles ordinarily offered in the due course of business.

(4) The County may seek legal and/or equitable relief to enforce the provisions of this Section.

(5) The Transition Period shall be no longer than the reasonable period required to arrange for an orderly transfer of cable service to the County or to another franchise holder, unless mutually agreed to by the Grantee and the County. During the Transition Period, the Grantee and the County will continue to be obligated to comply with the terms and conditions of this Agreement and applicable laws and regulations.

(6) If the Grantee abandons Grantee's Cable System during the Franchise term, or fails to operate Grantee's Cable System in accordance with the terms of this Agreement during any Transition Period, the County, at its option, may (i) operate Grantee's Cable System; (ii) designate another entity to operate Grantee's Cable System temporarily until the Grantee restores service under conditions acceptable to the County or until the Franchise is revoked and a

new grantee selected by the County is providing service; or (iii) obtain an injunction requiring the Grantee to continue operations.

(7) The County shall be entitled to injunctive relief under the preceding paragraph if:

(A) The Grantee fails to provide Cable Service in accordance with this Franchise Agreement or the Communications Ordinance for a portion of the Franchise affecting over ten percent of the Grantee's subscribers for one week, unless the County authorizes a longer interruption of service or the failure is due to *force majeure* as characterized in Section 12 herein; or

(B) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise Agreement and the Communications Ordinance for a portion of the Franchise Area affecting over ten percent of the County's residents living within the Grantee's Franchise area.