

14. MISCELLANEOUS PROVISIONS

14.1. *Actions of Parties:* In any action by the County or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2. *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns.

14.3. *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In that event, the parties shall negotiate in good faith to reconstitute this Agreement in a form that, to the maximum extent possible, is consistent with the parties' original intent and preserves the benefits bargained for by each party. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the County.

14.4. *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement, liquidated damage, or penalty relating to noncompliance or default, where such noncompliance or alleged defaults were caused by a Force Majeure. In the event that any such delay in performance or failure to perform affects only part of the Franchisee's capacity to perform, the Franchisee shall perform to the maximum extent it is able to perform and shall take all reasonable steps within its power to correct such noncompliance or default in as expeditious a manner as possible.

14.5. *Notices:* Unless otherwise provided by applicable law or this Agreement, all notices or other written communications required to be given to the County under any provision of this Agreement or the Communications Ordinance shall be deemed served when regularly mailed, postage prepaid or delivered by hand in writing to the Communications Administrator. All notices or written communications required to be given to the Franchisee under any provision of this Agreement or the Communications Ordinance shall be deemed served when regularly mailed, postage prepaid or delivered by hand in writing to the Franchisee at the Franchisee's last known address, to the attention of its President, or to such other Persons or addresses as the Franchisee may subsequently specify by notice. Notices of material violations or other significant actions shall also be sent to the following address:

Randal Milch
Senior VP and Deputy General Counsel
1095 Avenue of Americas

14.6. *Entire Agreement:* This Agreement embodies the entire understanding and agreement of the County and the Franchisee with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the County and the Franchisee with respect to the subject matter hereof, including, without limitation, any and all written or oral statement or representations by any official, employee, agent, attorney, consultant, or independent contractor of the County or the Franchisee.

14.7. *Exhibits:* The exhibits to this Agreement (the “Exhibits”), attached hereto, and all portions thereof, are, except as otherwise specified in such Exhibits, incorporated herein by reference and expressly made a part of this Agreement. The procedures for approval of any subsequent amendment or modification to said Exhibits shall be the same as those applicable to any amendment or modification hereof, except as specified in such Exhibit or elsewhere in this Agreement.

14.8. *Captions and Headings:* The captions and headings of articles and 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.

14.9. *Severability:* If any section, subsection, sentence, paragraph, term, or provision of this Agreement shall, to any extent, be held to be illegal, invalid, or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

14.10. *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.11. *No Oral Modifications:* This Agreement shall not be modified except by written instrument executed by the Board and the Franchisee.

14.12. *Prohibition Against Discrimination:* The Franchisee shall adhere to the Equal Employment Opportunity regulations of the FCC and to all federal, state and local laws, and executive orders pertaining to discrimination, equal employment opportunity and affirmative action that are applicable to the Franchisee.

14.13. *Connections to the Cable System; Use of Antennas:*

14.13.1. To the extent consistent with federal law, Subscribers shall have the right to attach devices to the Cable System to allow them to transmit signals or service to video cassette recorders, receivers and other terminal equipment, and to use their own remote control devices and converters, and other similar equipment, so long as such devices do not interfere with the operation of the Cable System, or the reception of any cable Subscriber, nor serve to circumvent the Franchisee’s security procedures, nor for any purpose to obtain services illegally. The Franchisee shall provide information to consumers which will allow them to adjust such devices so that they may be used with the Cable System.

14.13.2. The Franchisee shall not, as a condition to providing Cable Service, require a Subscriber to remove any existing antenna or disconnect an antenna, or prohibit or discourage a Subscriber from installing an antenna switch, provided that such equipment and installations are consistent with applicable law and technically able to shield the Cable System from any interference.

14.14. *Franchisee Bears Its Own Costs:* Unless otherwise expressly provided in this Agreement, all acts that the Franchisee is required to perform must be performed at its own expense.

14.15. *County Bears Its Own Costs:* Unless otherwise expressly provided in this Agreement, all acts that the County is required to perform must be performed at its own expense.

14.16. *Rights of Third Parties:* Nothing herein shall be construed to give any Person other than the Franchisee or the County a right to assert any claim or cause of action against the Franchisee or the County, its employees, elected or appointed officials, officers, commissions, commissioners, boards or agents, except as to parties enumerated in subsection 6.2.3.2.

14.17. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall the Board or the County require the Franchisee or its assignees to sell any right, title, interest, use or control of any portion of Franchisee's FTTP Network including, without limitation, the Cable System or any capacity used for Cable Service or otherwise, to the County or any third party. Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or PEG requirements set out in this Agreement.