

**CABLE TELEVISION RENEWAL LICENSE AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND  
COX COMMUNICATIONS ARIZONA, LLC**

City Contract No. [X]

This Cable Television Renewal License Agreement (“**License**”) issued by the City of Phoenix, an Arizona municipal corporation (“**City**”), to Cox Communications Arizona, LLC, a Delaware limited liability company (“**Licensee**”), is effective as of January 1, 2018 (the “**Effective Date**”) on the following terms:

1. Definitions

Capitalized terms shall have the meanings given to them in the Phoenix City Code, Chapter 5 (“**Cable Code**”) unless such terms are defined otherwise herein. The following definitions shall apply for purposes of this License:

1.1 **Affiliate** means a company controlled by, under common control with or controlling Licensee.

1.2 **Cable Service** has the definition given to it in the first sentence of the definition of that term in the Cable Code. For avoidance of doubt, Cable Service does not include any (a) video programming provided solely as part of and via a service that enables users to access content, information, electronic mail, messaging or other services offered over the public Internet, or (b) Internet access service.

1.3 **Day** means a calendar day.

1.4 **Facilities** means Licensee’s hybrid coaxial and fiber optic network, including but not limited to Licensee’s plant, equipment, boxes, cabinets, wires, pipe, conduit, cable, coaxial and fiber optic cable, pedestals, antenna, and other appurtenances.

1.5 **Gross Revenues** has the meaning of “gross revenues” as defined per Section 5-3 of the Cable Code in A.R.S. § 9-505.

1.6 **PEG Channels** means the non-commercial public, educational and government channels provided by Licensee on the Cable System.

1.7 **Subscriber** means a customer lawfully receiving Licensee’s Cable Services.

1.8 **Switched Digital Channel** means a method of signal carriage on Licensee’s Cable System that enables Subscribers with HD receiving equipment to view the programming in HD in the digital tier.

2. Grant of Authority to Operate

2.1 The City hereby renews its grant to Licensee of the authority and permission to engage in the business of operating a Cable System in the City, and for that purpose to continue

to erect, install, solicit, construct, repair, replace, reconstruct, maintain and retain Facilities and other property as may be necessary or appurtenant to the Cable System in, on, over, under, upon, across and along any Street and Public Way. Licensee also may use, operate and provide similar Facilities or properties rented, licensed or leased from other persons, firms or corporations, including but not limited to any public utility or other third party licensed or permitted to do business in the City. Neither Licensee nor a third party shall be relieved of any regulation or obligation as to its use of such Facilities in the Streets and Public Ways. Subject to this License and applicable law, Licensee has the right to use the Cable System to provide lawful communication services within the current incorporated boundaries of the City and any future annexations by the City. City and Licensee shall continue to arrange that Licensee receive notice within a reasonable time of changes in the Corporate City limits. For the avoidance of doubt, Licensee is a “cable operator” and operates a “cable (television) system” for the purposes of A.R.S. § 9-505 *et seq.*, and the Cable Act.

2.2 Any privilege claimed under this License by Licensee in any Streets and Public Ways or other public property will be subordinate to any prior or subsequent lawful occupancy or use of the Streets and Public Ways by the City or any other governmental entity, will be subordinate to any prior lawful occupancy or use by any other person, and will be subordinate to any prior easements; however, nothing in this License extinguishes or otherwise interferes with property rights established independently of this License.

2.3 The grant of this License does not relieve Licensee of any obligation involved in obtaining pole space from any department of the City, utility company or from others maintaining poles in the Streets and Public Ways.

2.4 The City is authorized to grant this License for the construction, operation and maintenance of Cable Systems within the City’s boundaries by virtue of federal and state statutes, by the City’s police powers, by its authority over its Streets and Public Ways, and by other City powers and authority, including A.R.S. § 9-505 *et seq.*, and the Cable Code.

### 3. Compliance with Applicable Laws and Regulations

3.1 Licensee and the City shall, throughout the term of the Agreement, comply with all applicable laws and regulations, unless such laws have been modified or waived by the terms of this License. The provisions of the Cable Code will apply unless the License waives or modifies the provisions pursuant to Section 5-4(B) of the Cable Code.

3.2 Pursuant to Section 5-4(B) of the Cable Code, in addition to other provisions of the Cable Code that are modified or waived as specified herein, the following provisions of the Cable Code shall be modified or waived as to Licensee as specified herein Sections 5-36(A), (B), and (C) and 5-62.

### 4. Reservation of Rights

4.1 If the United States or the State of Arizona enacts laws or regulations affecting this License, then City and Licensee will negotiate in good faith to amend this License to the extent required to conform this License to the new laws or regulations.

4.2 If a court of competent jurisdiction enters a final non-appealable order or judgment affecting this License, then the City and Licensee will negotiate in good faith to amend the License to the extent required to conform this License to the order or judgment.

## 5. Term and Termination

5.1 The term of this License shall be for a period of ten (10) years beginning on the Effective Date (“**Term**”), unless terminated sooner as provided in this License. At the end of the Term, the License shall automatically extend for one additional period of five (5) years on the same terms and conditions unless either party provides written notice of non-extension to the other party at least thirty-seven (37) months before expiration of the Term. The License may be renewed in accordance with applicable federal and state law, including without limitation Sec. 5-13 of the Cable Code and Section 626 of the Cable Act.

5.2 Before expiration of the Term, Licensee shall have the right to request renewal or extension of this License. Licensee may terminate this License after providing written notice to the City at least one hundred eighty (180) days prior to termination.

## 6. Transfers and Assignments

6.1 Section 5-8 of the Cable Code applies to transfer or assignment of License, except that Section 5-8(B) is modified to require an acknowledgement from the City within thirty (30) days after receipt of the request for consent that is accompanied by the information required by the Cable Code.

6.2 Licensee shall pay City for all actual, reasonable, and documented costs incurred by City in conducting its due diligence due to any proposed sale, assignment or transfer of the Cable System other than to an Affiliate.

## 7. License Fees

7.1 Licensee will pay to the City a license fee (“**License Fee**”) in an amount equal to five percent (5%) of Licensee’s Gross Revenues from Cable Services during the Term.

7.1.1 Each License Fee payment will be accompanied by a written report in the form attached hereto as Annex A, or as changed from time to time by agreement of the parties. The report shall, at a minimum, contain a statement of Licensee’s Gross Revenues and the computation of the payment amount. The City may initiate an audit authorized under Section 5-20(C) of the Cable Code not more than four (4) years following the end of the earliest calendar year to be audited.

### 7.1.2 Discount.

7.1.2.1 If Licensee offers Subscribers a price discount if they obtain a bundle of Cable and non-Cable Services, then beginning on the Effective Date for the purpose of computing Gross Revenues the discount shall be allocated either (1) consistent with the prices published in Licensee's marketing materials for separate Cable Service or with the rate for separate Cable Service or one or more

non-Cable Services or (2) in proportion to the value of those Cable Services and non-Cable Services for which individual prices are not published. It is the intent of this subsection that Licensee not bundle Cable Services with non-Cable Services in such a manner that the amount of Gross Revenues attributed to the Cable Services will reduce the License Fees payable under this License. To illustrate, allocation under (2) above shall be in accordance with the following examples:

(1) The amount of any discount on a bundle of services shall be determined from the sum of the lowest stand-alone rates available to a Subscriber or class of subscribers for each of the goods and services which are offered at the combined rate, as follows: assume Licensee's charges to a Subscriber for a given month for Cable Services alone would be eighty dollars (\$80.00), for local telephone service alone sixty dollars (\$60.00), and for internet service alone sixty dollars (\$60.00), for a total of two hundred (\$200.00). If Licensee offers the three services at a combined rate of one hundred sixty dollars (\$160.00) (i.e. the Subscriber in effect receives a twenty percent (20%) discount from the regular retail rates that would apply to the services if purchased individually), for License Fee computation, Gross Revenues from Cable Services would be deemed to be forty-eight dollars (\$48.00) (sixty dollars (\$60.00 less twenty percent (20%)).

(2) Assume the same facts as in the preceding example, except that the Subscriber also purchases optional packages or premium video channels at a fixed fee of thirty dollars (\$30.00) a month that is not included in the bundled service offering the discount (i.e. the discount does not apply to this service) for a total of one hundred ninety (\$190.00) (one hundred sixty dollars (\$160.00) bundle offer, plus thirty dollars (\$30.00)). Gross Revenues would be seventy-eight dollars (\$78.00) (forty-eight dollars (\$48.00) from the prior example of bundled services plus the undiscounted thirty dollars (\$30.00)).

Nothing in this subsection shall be construed to require Licensee (1) to offer any service at a price where the price for that service is otherwise established by law or regulation or (2) in any bundled service offering to allocate any specific discount to services not subject to the License Fee as long as the discounting on Cable Services is in compliance with generally accepted accounting principles and applicable laws or regulations, including this subsection.

7.1.2.2 To support City's review of compliance with subsection 7.1.2.1, upon receipt of written request from the City Licensee will provide the City certain Subscriber account information, subject to all state and federal privacy laws and regulations, for not more than one hundred (100) Subscribers. City's written request will specify searchable, objective criteria for Licensee to research and identify sample Subscribers throughout the period covered by the request that meet the City's criteria. The Subscriber account information provided pursuant to

this subsection shall include the price for Cable Services paid by the Subscriber and applicable marketing material establishing the price for Cable Services paid by Subscriber. City may request sample Subscriber account information once during the first two (2) years after the Effective Date and thereafter not more than once every three (3) calendar years. Subscriber account information provided pursuant to this subsection does not constitute an audit authorized under Section 5-20(C) of the Cable Code.

7.1.3 License Fees required by this License are in addition to any taxes that are of a general nature or other fees or charges which Licensee must pay to the City consistent with this License, or to any state or federal agency or authority, as required by this License or by law, all of which are separate and distinct obligations of Licensee.

7.1.4 Licensee will pay all construction permit, inspection, or other fees that are applicable to cable operators. Licensee may offset against the License Fee any City rental, application, construction permit, inspection, inconvenience or other City fees and charges related to Licensee's use of the Public Streets and Ways for its Cable System.

7.1.5 Nothing in Sections 8 or 9 shall modify, offset, or otherwise affect Licensee's obligation to pay License Fees as provided for in this License.

7.2 As provided in A.R.S. § 9-506(E), this Section authorizes Licensee to retain License Fees received from its customers as and in the amount set forth from time to time in a separate agreement between the City and Licensee for in-kind cable service or payments. This offset is in addition to any other offset to License Fees provided for in, or in law applicable to, this License.

## 8. PEG Channels

8.1 Provision of PEG Channels. Licensee will provide on the Cable System, at no cost to the City, channel capacity for two channels in the basic service tier to transmit in standard definition (SD). The channels are to be used by Licensee as one (1) local government access channel to be used by local government officials and agencies and one (1) educational access channel. The City or its designee will be responsible for the operation and programming of the foregoing two (2) PEG Channels.

8.2 Availability of PEG Channels. All Subscribers will be able to view all PEG Channels in either SD or high-definition (HD) format depending on the level of service to which they subscribe and the format in which City provides the programming to Licensee. Licensee shall include education and governmental channel program listings on Licensee's interactive guides and navigation features available on Licensee's Cable System in a manner comparable to local broadcast channels, including ready availability to Subscribers through search functions.

8.3 Alternative for HD PEG Channels. Effective not earlier than May 31, 2018 and not later than January 1, 2020, the City may elect the alternative for HD PEG channels specified in Subsections 8.3.1 through 8.3.6 by giving Licensee not less than one hundred and twenty (120) days' written notice of the City's election. On the City's designated effective date:

8.3.1 In addition to the two SD channels specified in Section 8.1, Licensee shall provide the City channel capacity for two (2) Switched Digital Channels that will be placed in a common digital tier. One Switched Digital Channel shall be used by Licensee for governmental access programming and one shall be used by Licensee for educational access programming.

8.3.2 A Switched Digital Channel shall enable customers with HD receiving equipment to view the programming in HD in the digital tier.

8.3.3 Licensee agrees to provide the two Switched Digital Channels at no cost to the City.

8.3.4 At its sole cost and expense the City shall provide the government and educational access HD signals to Licensee for transmission on the Cable System.

8.3.5 Licensee shall continue to provide, at its own expense and at no offset to the License Fee, a drop at the primary programming feed locations of the government and education access channels to allow the City to monitor the PEG transmissions. At each location, Licensee shall provide the City with one cable box or card or other device per channel as needed to receive and view these Switched Digital Channels at no cost to the City.

8.3.6 Except where its must-carry obligation under Federal law or regulation requires Licensee to carry a broadcast signal on Channel 11 or Channel 99, for customers viewing the programming in SD, Licensee shall not change the government channel from Channel 11 or the educational channel from Channel 99 in Licensee's channel lineup without the permission of the City.

8.3.7 For purposes of A.R.S. § 9-506(D)(1), City and Licensee agree that each SD PEG channel is the equivalent of one analog channel in the basic service tier and that each Switched Digital Channel is the equivalent of one channel in the digital tier.

8.3.8 Before giving notice under Section 8.3, City shall confer with Licensee about the date that Licensee shall make available the requested channel capacity. This is to enable Licensee to make the requested channel capacity available at the same time Licensee makes Cable System-wide channel changes (currently four times a year).

8.4 Maintenance of Facilities and Equipment. The programming feeds for the PEG Channels will continue to originate from the City's existing studio or from any other single location as the City reasonably designates from time to time. Licensee will bear the costs and expenses necessary to provide, maintain and operate Facilities and equipment of the Cable System, including Facilities and equipment for signal carriage, processing, reformatting and interconnection to connect the Cable System, to transmit PEG Channels to Subscribers with the same prevailing quality, functionality and identification as other channels in the service tier in which they are carried. Licensee will provide at no charge to the City prompt and regular periodic maintenance and replacement of any fiber, cables, amplifiers, and/or other applicable distribution equipment owned by Licensee and used for the PEG Channels. Licensee is not required to operate a local origination channel as described in Section 5-50 of the Cable Code.

8.4.1 If Licensee makes changes to the Cable System, including its location, that require improvements to the primary and/or secondary access facilities or equipment in order to permit the PEG Channel access equipment and facilities to continue to be used as they were intended under the terms of this License, Licensee will, without charge or cost to the City, make such changes in either the equipment and facilities referred to in this Section or in Licensee's video channel aggregation point and distribution equipment and facilities in order to permit the continuation of such intended use.

8.4.2 If the City's change in the location of the programming feeds requires Licensee to modify, extend or replace primary and/or secondary access Facilities to interconnect to the Cable System in order to permit the PEG Channel access equipment and facilities to continue to be used as they were intended under the terms of this License, the City will pay Licensee within forty-five (45) days after being invoiced the actual, reasonable and documented costs that Licensee incurred for such modification, extension or replacement of its video channel aggregation point and distribution equipment and Facilities.

8.5 Interconnection. The City hereby consents to reciprocal interconnection of its PEG Channels if Licensee chooses to interconnect with another provider for such purposes. All signals to be interconnected will comply with applicable Federal Communications Commission technical standards. Licensee is not required to interconnect with any other provider.

9. City-wide Provision of Cable Services; Subscriber Service Standards. Requirements in Sections 9.1 and 9.2 are in lieu of compliance with Section 5-37 of the Cable Code.

9.1 Access to Cable Service. Licensee will not deny service, deny access, or otherwise discriminate on the availability, rates, terms or conditions of Cable Service provided to actual or potential Subscribers on the basis of race, color, creed, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, disability, age, familial status, marital status, or status with regard to public assistance. Licensee shall comply at all times with all applicable Federal, State and local laws and regulations relating to nondiscrimination. Licensee shall not deny or discriminate against any group of actual or potential Subscribers on access to or the rates, terms and conditions of Cable Service because of the income level or other demographics of the local area in which such group may be located. Licensee will use commercially reasonable efforts to ensure effective communication with all populations of the community.

9.2 Network Extension. Nothing in Section 9 requires Licensee to build to all areas of the City. Licensee retains the discretion to determine the scope, location, and timing of the design and construction of its network as long as such decisions are consistent with Section 9.1.

9.3 Subscriber Service Standards

9.3.1 In lieu of complying with subscriber service standards set forth in Section 5-27 of the Cable Code, and without exempting Licensee from applicable state and federal law, Licensee agrees to maintain commercially reasonable systems and procedures for handling complaints from actual and potential Subscribers and Subscriber

service issues about Cable Service. Licensee shall make information available to its Subscribers regarding subscriber service and support channels, the submission of complaints and/or inquiries, and phone number and title of the official in the City designated to review complaints. Licensee shall continue to follow its practices to address actual and potential Subscriber complaints about Cable Service that the City receives and to work with the City to address such complaints. Licensee shall maintain a log of these subscriber complaints for three (3) years after Licensee receives the complaint from the City, and make the log available to the City upon request.

9.3.2 Licensee shall maintain a business office for Subscribers to address billing-related or service-related issues. The office shall be conveniently located and shall be open during normal business hours Monday through Friday, and shall include evening and weekend hours to meet Subscribers' needs.

9.3.3 Licensee will provide information to Subscribers regarding the availability of parental controls at the time of initial subscription and periodically thereafter.

#### 10. Emergency Alert System

Licensee will comply with all applicable federal and state regulations regarding emergency alert messaging.

#### 11. Confidentiality

11.1 The City agrees to treat as confidential any books or records received or created during the Term that constitute proprietary or confidential information of Licensee, to the extent Licensee makes the City aware of that confidentiality by marking the books or records "Confidential." If the City receives a request or demand from any person for disclosure of any information designated by Licensee as "Confidential," the City will notify Licensee in accordance with Section 24.

11.2 The City may comply with the request or demand for confidential information unless Licensee provides the City a copy of a court order barring the disclosure of the requested confidential books or records within ten (10) days after receiving the notice from the City. Licensee is responsible for all of Licensee's costs associated with protecting information Licensee deems confidential.

11.3 The City will not initiate, support, represent, defend or be responsible for any legal action to prevent disclosure of Licensee's documents, nor will the City be liable for attorneys' fees or any other costs or expenses of any nature whatsoever in directly or indirectly asserting or directly or indirectly defending Licensee's right to keep any documents from public disclosure pursuant to Arizona Public Records Law or court order.

11.4 City and Licensee will comply with A.R.S. § 39-126.01.



12. Utility Locating System

Licensee and its contractors and subcontractors will comply with Arizona Revised Statutes, title 40, chapter 2, article 6.3 by participating as a member of the Arizona Blue Stake Center.

13. Construction Activity

13.1 During construction activities, all construction personnel must be clearly identified with and/or be able to provide the name and telephone number of Licensee or any pertinent subcontractor, and equipment must be clearly identified with the name and telephone number of Licensee or any subcontractor.

13.2 Licensee shall provide reasonable notice to residents prior to beginning scheduled construction activity adjacent to the residents' property in compliance with the City's generally applicable Phoenix City Code, regulations, and permit conditions.

14. Restoration of Property

14.1 When Licensee, its contractors or subcontractors cause any opening or alteration to be made for any purpose in any Streets and Public Ways, public places or property of third parties, the opening or alteration must be restored promptly and in compliance with all applicable Phoenix City Code, regulations, and permit conditions. All costs for restoration will be the responsibility of Licensee. Licensee is not required to perform maintenance after one year or for post-restoration changes in condition that are caused by the City or a third party or by normal wear and tear. This Section 14 shall be administered in accordance with A.R.S. § 9-506(F)(1).

14.2 If Licensee fails to restore the property after a reasonable period of time, the City will have the option, upon ten (10) days' prior written notice to Licensee, to perform or cause to be performed such repairs or restoration and charge Licensee for the actual, reasonable, and documented costs incurred, including all administrative costs related to the work. Licensee will bear the actual, reasonable and documented costs that are associated with restoration of damage caused to Streets and Public Ways by construction, maintenance and operation of its Facilities. Those costs may not be offset against the License Fee. Should Licensee fail to pay the City within forty-five (45) business days after being invoiced for the costs, the City will be entitled to deduct the amount of the invoice from the on-demand or performance bond.

15. Reports

Except on thirty (30) days' written request by the City not more often than annually, the reporting requirements in Section 5-26 of the Cable Code are hereby waived: provided that without request Licensee shall annually provide the reports in Subsections 5-26(A)(1) and (A)(2)(a), (b) and (d). Licensee agrees that failure to provide required reports and statements under the Cable Code is a material breach of this License.

16. Indemnification; Release

Licensee indemnifies the City pursuant to Section 5-19 of the Cable Code, except that (i) Section 5-19(A)(4) shall not apply and that (ii) Licensee's obligations to indemnify shall not extend to liability for claims to the extent caused by the gross negligence or willful misconduct by the City. Each party, on its own behalf and on behalf of its successors and assigns, hereby releases and forever discharges the other party from any and all costs, damages, expenses, claims, suits, actions, liabilities and judgments for damages, including, but not limited to, expenses for legal fees, whether or not suit is brought, and related disbursements and liabilities incurred or assumed by Licensee for any disputes arising out of a claim by any party other than the City or Licensee where damages or other relief is sought (a) as a result of the City's grant of this License, or (b) as a result of the renewal or nonrenewal of this License.

17. Insurance

17.1 Licensee shall maintain in full force and effect, at its own expense, a general comprehensive liability insurance policy or policies, which shall insure Licensee and provide primary coverage for the City, its officers, boards, commissions, agents and employees, against liability for loss or liability for bodily injury, personal or advertising injury, death, broad form property damage (both automobile and nonautomobile caused) or other damages for the entire term of this License.

17.2 The liability insurance requirements in Section 5-29 of the Cable Code apply except as modified by the following:

17.2.1 The Commercial General Liability policy or policies shall be issued by a company authorized to do business in the state and having an A.M. Best's rating of A-VII or better, with minimum combined single limits of liability coverage in the amount of five million dollars (\$5,000,000) per occurrence, and a general aggregate limit of five million dollars (\$5,000,000). Any substitute policy or policies shall comply with all of the provisions of this subsection. Licensee's commercial general liability policy shall contain a waiver of subrogation clause in favor of the City.

17.2.2 Licensee shall carry workers' compensation and employer's liability insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee's employees engaged in the performance of services pursuant to this License. Licensee's workers' compensation policy shall contain a waiver of subrogation clause in favor of the City.

17.2.3 If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain commercial automobile liability insurance with a combined single limit for bodily injury and property damage of not less than five million dollars (\$5,000,000) per each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of Licensee's work. Coverage shall be at least as broad as coverage Symbol 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 0001 0306, or any replacements thereof).

17.2.4 Licensee shall use commercially reasonable efforts to require contractors and subcontractors with which it has a direct contractual relationship, if any, that will be performing construction, operations and maintenance or other on-site work on its behalf (as applicable), to obtain and maintain the types of insurance listed in this License in amounts that are customary for contractors and subcontractors performing similar work and operations.

17.2.5 Sections 5-29(G) and (H) of the Cable Code shall not apply. In lieu of Section 5-29(F), Licensee shall provide notice of policy cancellation in accordance with policy provisions.

17.2.6 A certificate evidencing the insurance required by this License and listing the City as an additional insured shall be provided within thirty (30) days after the Effective Date. The certificate shall be sent to the following address:

City of Phoenix  
Attn: Cable Administrator  
251 West Washington, 6th Floor  
Phoenix, AZ 85003

## 18. Performance Bond & On-Demand Bond

18.1 In lieu of the requirements of Section 5-30 of the Cable Code, the following provisions shall apply. Within thirty (30) days after the Effective Date, Licensee shall provide and maintain a performance bond in favor of the City in a sum of one hundred thousand dollars (\$100,000.00), which City may later increase to a sum found to be reasonably acceptable by the City Manager to reflect Licensee's plans for construction for expansion of Licensee's Cable System, but not to exceed two hundred thousand dollars (\$200,000.00) to ensure Licensee's faithful performance of its obligations imposed by this License.

18.2 The bond will be issued by a company authorized to do business in the State of Arizona, and found to be reasonably acceptable by the City Attorney. A bond satisfying the requirements of this Section will remain in effect for the entire term of this License.

18.3 To comply with Section 5-31 of the Cable Code, Licensee may substitute an on-demand bond or similar security instrument in the amount of forty thousand dollars (\$40,000.00) and in a format reasonably acceptable to the City Attorney. In the event that the City collects or withdraws any funds from the bond, Licensee will amend the bond amount or provide a supplementary instrument to ensure that forty thousand dollars (\$40,000.00) in funds are available.

## 19. Location of Licensee's Facilities/Mapping; Relocation

19.1 Licensee shall keep accurate, complete and current maps and records of the Cable System and all Licensee Facilities and, subject to applicable confidentiality provisions including A.R.S. § 39-126.01, shall make available electronic copies of such maps and records to the City, as set forth below.

19.2 Licensee shall furnish “as-built” maps and records to the City in electronic, ESRI-compatible format (or in another mapping format mutually agreed to by the parties). Licensee shall provide the City copies of any new or revised “as-built” or comparable drawings as and if they are generated for portions of the Cable System Facilities located within the City and in no event later than ninety (90) days after construction (or reconstruction) and activation of any portion of the Cable System. Upon request by the City in an Emergency, Licensee as soon as reasonably possible shall inform the City of any changes from such maps and records previously supplied and shall mark up any maps provided by the City so as to show the location of the Cable System. The “as built” maps shall include at a minimum all Cable System and facility routings and shall be drawn to scale.

19.3 If requested by the City, Licensee will provide route maps which are the as-built maps with only the following information removed: the number of lines, whether the lines are copper or fiber, and the nature of any electronics. Pads for pedestals and enclosures for equipment or pedestals will be shown on route maps.

19.4 To the extent that non-City public funds are available to compensate utilities and other affected ROW users for the costs of removal or relocation, Licensee shall be entitled to receive such funds on an equal basis with all other utilities and users, except that removal and relocation costs for which Licensee submits a claim to the City for reimbursement under A.R.S. § 9-461.17 shall be reviewed and paid in accordance with the statute.

20. Approval Required to Move Facilities; Emergency Exception

Except as authorized by this License, Phoenix City Code, or in an Emergency, the City shall not, without the prior written approval of Licensee, intentionally alter, remove, relocate or otherwise interfere with any portion of the Cable System. Any written approval required shall be promptly reviewed and processed by Licensee and approval shall not be unreasonably withheld.

21. Failure of the City to Enforce License; No Waiver of the Terms Thereof

Licensee will not be excused from complying with any of the terms and conditions of this License by failure of the City on one or more occasions to insist upon or to seek compliance with any of its terms or conditions. No waiver by the City of a default by Licensee in performance of any requirements of this License may be construed to be or act as a waiver of any subsequent default in performance of the same or any other requirement.

22. Remedies for Violation of Agreement

22.1 The City may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding of other City permits and authorizations until Licensee complies with the terms of this License or applicable law.

22.2 Such remedies are cumulative and may be pursued in the alternative.

22.3 Neither party will be liable under this Agreement to the other party for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if the party knew or should have known that such damages were possible and even if direct

damages do not satisfy a remedy. This limitation will not apply to any breach of obligations related to confidentiality or to Licensee's payment to the City of License Fees.

23. Representations and Warranties

23.1 Licensee expressly acknowledges that upon accepting this License, it did so relying upon its own investigation and understanding of the power and authority of the City to grant this License.

23.2 Licensee acknowledges that it was not induced to enter into this License by any understanding or promise or other statement whether verbal or written by or on behalf of the City or by any third person concerning any term or condition not expressed in this License or in the Phoenix City Code.

23.3 Licensee acknowledges that it has read and accepts the terms and conditions of this License and the Phoenix City Code.

23.4 Licensee represents and warrants that it has the power and authority to enter into this License through the representative who has signed this License on its behalf, and that it has the power and ability to do all the acts required of it.

23.5 Licensee represents and warrants that it accepts this License willingly without coercion, undue influence or duress, and that, so long as it operates the Cable System and the License remains in effect, Licensee will be bound by the License's terms and conditions.

24. Notice

Unless specifically directed otherwise by another section of this License, all notices which the City may give to Licensee or which Licensee may give to the City will be given in writing and either delivered in person, sent by electronic transmission, or by first class mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service and addressed as applicable below. Notices will be deemed effective upon receipt or in the case of a notice sent by mail, received one day after deposit in the U.S. mail.

To Licensee: Cox Communications Arizona, LLC  
ATTN: SVP & Region Manager Southwest  
1550 W. Deer Valley Road Building C  
Phoenix, AZ 85027

With a copy to:

Cox Communications, Inc.  
ATTN: VP Government Affairs  
6205-B Peachtree-Dunwoody Road  
Atlanta, Georgia 30328

To the City: City of Phoenix  
Attn: Cable Administrator  
251 West Washington, 6th Floor  
Phoenix, AZ 85003

With a copy to:

City of Phoenix  
Attn: City Attorney  
200 West Washington, 13th Floor  
Phoenix, AZ 85003

25. Force Majeure

With respect to the violation or noncompliance with any provision of this License that could potentially result in the imposition of a financial penalty, forfeiture or other sanction upon Licensee, 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 by Licensee and are beyond its reasonable control.

26. Continuity of Service Mandatory

If the License terminates, Licensee will cooperate with the City to ensure continuity of Cable Service to all Subscribers for a period not to exceed ninety (90) days. That period may be extended by mutual agreement between the City and Licensee. During that period, Licensee will be entitled to the revenues for operation the Cable System and will pay the applicable License Fee, and otherwise comply with the terms of this License as if it had not terminated.

27. Conflict of Interest

Licensee acknowledges that this License is subject to A.R.S. § 38-511.

28. Severability

If any section or provision of this License or any ordinance, regulation, law, or document incorporated by reference is held by a court of competent jurisdiction to be invalid, unconstitutional or unenforceable, that holding will be confined in its operation to the section or provision directly involved in the controversy that resulted in that holding and will not in any way affect the validity of any other section or provision, and the parties will in good faith renegotiate that section or provision.

29. Remedies Not Exclusive

The rights and remedies of the City in this License will be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. The City and Licensee understand and intend that all remedies will be cumulative to the maximum extent permitted by law and the exercise by the City of any one or more remedies will not preclude the exercise by

the City, at the same or different times, of any other remedies for the same uncured event of default.

30. Governing Law

This License is subject to applicable federal law, as well as any Arizona law not in conflict with federal law. This License will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement must be instituted only in the state and federal courts located within Maricopa County, Arizona.

31. Amendments

This License may be modified only through a written amendment executed by authorized persons for both parties.

32. Signatures

The parties may execute this License in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this License agrees that either party may: (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN), Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96).

33. Bankruptcy

This License shall be deemed to be an executory contract under the provisions of 11 U.S.C. § 365. The rights and privileges herein granted shall not be assignable or transferable in any bankruptcy proceedings, trusteeship, and receivership or by operation of any law. In the event of such assignment or transfer, this License and the rights and privileges herein granted shall terminate and Licensee shall not sell, lease, assign or otherwise alienate the grant of any privilege hereunder without the prior approval of the City Council.

[signatures on following page]

The parties have executed this License on the dates below to be effective on the Effective Date.

CITY OF PHOENIX, a municipal corporation  
Ed Zuercher, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

ACCEPTED: COX COMMUNICATIONS  
ARIZONA, LLC

By: \_\_\_\_\_  
John L. Wolfe, Senior Vice President  
and Region Manager Southwest

Date: \_\_\_\_\_