

**EXHIBIT A**  
**CONSUMER SERVICE STANDARDS**

**STANDARDS**

**1. Telephone and Office Availability**

- 1.1 The Grantee shall provide Subscribers a toll-free or local telephone number for installation, service, and complaint calls.
- 1.2 The Grantee must have telephone lines, either adequately staffed or with answering capability, providing at least emergency referral information, which are operational twenty-four (24) hours a day, every day, including weekends and holidays.
- 1.3 Under "Normal Operating Conditions" and when phones are staffed, Subscriber calls to the Grantee will be answered on average within thirty (30) seconds ninety percent (90%) of the time measured on a quarterly basis; and Subscribers will receive a busy signal three percent (3%) of the time or less. Failure to meet these standards, within a reasonable time, after notice of failure to do so, shall subject Grantee to appropriate enforcement actions.
- 1.4.01 On weekdays, during normal business hours the Grantee must have telephone lines and its office(s) located within the Service Area open and adequately staffed to respond to Subscribers in at least four ways:
  - A. to accept payments;
  - B. to exchange or accept return of Grantee -provided equipment;
  - C. to schedule and conduct technical calls, and
  - D. to answer Subscriber inquiries.
- 1.4.02 On Saturdays, Grantee must have telephone lines and adequate staff available: to accept equipment, such as Converters, at the option of the Grantee either at its office or in the field to schedule and perform emergency service or emergency technician calls; must have the capability to accept payments (this may be done through arrangements with unaffiliated retailers); and to answer Subscriber inquiries which may be answered by advising the caller when and to what number to call back during weekdays.
- 1.4.03 The Grantee shall notify the Manager of the Office of Cable & Regulatory Affairs as promptly as possible, by any available means including accessing telephones away from the Grantee's premises, whenever there is a total interruption of telephone service which affects the Grantee's Subscriber Service phone lines.

1.5 Grantee shall have an office located within the Service Area at which they shall be able to respond to Subscribers a minimum of forty-eight (48) hours a week, with a minimum of eight (8) hours per day, on weekdays.

**2. HANDICAPPED ACCESS**

2.1 The Grantee shall comply with all rules and regulations pertaining to the Americans with Disabilities Act.

**3. EMPLOYEE IDENTIFICATION**

3.1 All personnel of the Grantee contacting Subscribers or potential Subscribers outside the office of the Grantee must be clearly identified as associated with the Grantee.

**4. INSTALLATIONS**

4.1.01 Standard installation charges will apply to those installations which are within serviceable addresses and consists of an aerial or underground drop of no more than 125 feet in length running from the nearest feeder cable of the System to the terminal of the Subscriber, utilizing exposed wiring inside the Subscriber's premises. Installations requiring materials or procedures which exceed those minimum lengths, or in the case of any underground drop which involves unforeseen or extraordinary conditions, could be subject to additional charges, as determined by the Grantee, provided that such additional charges shall be fair, reasonable, and nondiscriminatory, to the extent applicable law and regulations provide.

4.1.02 All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, adjustment of the television set in order to receive Service, and the provision of required consumer information and literature to instruct the Subscriber in the utilization of the Services.

4.2 Under normal operating conditions, if the Grantee cannot perform standard installations as defined above within five (5) business days of request by a Subscriber (provided that the schedule or preferences of the person requesting installation have not been responsible for the delay), the Subscriber may request and is entitled to receive a free standard installation. If the Grantee fails to provide this free standard installation and the request was made by the Subscriber within thirty (30) days of the installation request, the City may direct the Grantee to issue a credit for the installation. Failure to comply with the City directive will subject Grantee to appropriate enforcement actions. This section does not apply to the introduction of new products and services when Grantee is utilizing a phased introduction.

## **5. SERVICE INTERRUPTIONS AND OTHER SERVICE PROBLEMS**

- 5.1 The Grantee shall make repairs promptly, and interrupt Service only if necessary and for the shortest period possible.
- 5.2 The Grantee shall promptly notify the City of any “Significant Service Interruption” in the operation of the System. For the purposes of this Section, a "Significant Service Interruption in the operation of the System “shall mean any outage a duration of at least four (4) continuous hours between the hours of 6:00 a.m. to 10:00 p.m. and eight (8) continuous hours between the hours of 10:00 p.m. and 6:00 a.m. to at least 3,000 of the Subscribers in the area served by Grantee.
- 5.3 The Grantee shall exercise its best efforts to limit any Significant Service Interruption for the purpose of maintaining, repairing, or construction of the System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Grantee may schedule a Significant Service Interruption only after the City has been given reasonable prior notice of the proposed interruption.
- 5.4 Technicians employed by the Grantee and capable of performing service-related emergency repairs and maintenance must be available twenty-four (24) hours a day, including weekends and holidays.
- 5.501 The Grantee shall provide a monthly summary of service calls received by category to the Manager of the Office of Cable & Regulatory Affairs. The definitions used to classify service calls shall be agreed to by the Office of Cable & Regulatory Affairs and the Grantee. If possible, report shall be compiled for the Austin franchise area, otherwise, report may be compiled on a system-wide basis and reduced by the Allocation Percentage.
- 5.5.02 Under normal operating conditions, the Grantee will begin repairing Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known (including weekends and holidays) unless the Consumer requests an appointment later than 24 hours after the interruption.
- 5.5.03 Under normal operating conditions, the Grantee must begin actions to correct Service problems other than Service Interruptions the next business day after notification by a Subscriber of the Service problem unless the Consumer requests an appointment at a later date
- 5.5.04 Under normal operating conditions, service-related Subscriber complaints, if possible, must be resolved within forty-eight (48) hours (provided that the schedule or preferences of the person requesting service have not been responsible for the delay) and in any event, resolution must occur within one (1) week. A complaint shall be considered to be resolved when signals received by the subscriber have been brought into compliance with applicable FCC standards. Those matters requiring additional maintenance, repair, or technical adjustments that necessitate an excess of one (1) week to reasonably complete, must be finally resolved, if technically feasible, within thirty (30) days of the initial complaint if the complaint has been determined to be the fault of the Grantee. The Office

of Cable & Regulatory Affairs may require reasonable documentation to be provided by the Grantee to substantiate the additional time to resolve a complaint. The foregoing does not apply to service interruptions which occur on an intermittent basis.

- 5.6.01 Under normal operating conditions, upon request by the Subscriber, the Grantee shall provide a credit to Subscriber when there is an Outage of all channels for a period of twenty four (24) consecutive hours or more which affects the discrete definable service area. The credit for such an Outage shall equal, at a minimum, the value of one-thirtieth (1/30) of Subscriber's current monthly bill, excluding premium, pay-per-view and special events, for the first twenty-four (24) consecutive-hour period and prorated for each additional 4-hour period or portion thereof that the Outage continues.
- 5.6.02 Under normal operating conditions, upon request by the Subscriber, the Grantee shall provide a credit to Subscriber when there is an Outage of any premium Service for a period of twenty-four (24) consecutive hours or more which affects a discrete, definable service area. The credit shall equal, at a minimum, the value of one-thirtieth (1/30) of Subscribers current monthly bill, for affected premium services, for the first twenty-four (24) consecutive-hour period and prorated for each additional (4) hour period or portion thereof that the Outage continues.
- 5.6.03 Under normal operating conditions, upon request of the Subscriber, the Grantee shall provide a credit to the Subscriber whenever an Outage for a period of twenty four (24) consecutive hours or more has affected fewer than all of the non-premium channels received by the affected Subscriber as part of their Service. The credit shall equal the value of one-thirtieth (1/30) of the prorated portion of the rate per affected channel times the number of affected channels.
- 5.6.04 The Grantee shall, upon request, provide information to the Manager of the Office of Cable & Regulatory Affairs, regarding the amount of credits that were issued to subscribers for loss or degradation of service. If possible, report shall be compiled on the Austin franchise area, otherwise, report may be compiled on a system-wide basis and reduced by the Allocation Percentage.
- 5.6.05 Repeated failure to provide the proper credit for Outages shall be grounds for enforcement as provided by this Franchise.

## **6. INSTALLATION AND SERVICE APPOINTMENTS**

- 6.1 The "appointment window" alternatives for installations and service calls which require Subscriber presence, will be either a specific time or, at maximum, a four-hour scheduled time block during normal business hours. The schedule time block may be longer if the Subscriber consents. (The Grantee may schedule service calls and other installation activities outside of normal business hours for the express convenience of the Customer). This provision does not apply to disconnects, service upgrades or downgrades which do not require access to the Subscriber's premises or to special request orders.

- 6.2 Under normal operating conditions, if the Grantee does not arrive for installations or service calls by appointment within the scheduled four-hour time frame agreed to by the Subscriber, the Subscriber may request and is entitled to receive a free standard installation, or \$20.00 credit respectively. If the Grantee fails to provide such free standard installation, and the request was made by the Subscriber within thirty (30) days of the missed appointment, the City may direct the Grantee to issue the credit. Failure to comply with the City's directive will subject Grantee to appropriate enforcement actions.
- 6.3 Under Normal Operating Conditions, the Grantee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment without the Subscriber's consent.
- 6.4 If the Grantee's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Grantee will make an effort to contact the Subscriber directly. If, however, the Subscriber is unavailable at the time the contact attempt is made, the Grantee will attempt a second contact at least one more time during the previously agreed upon appointment window. The appointment will be rescheduled, as necessary, at a time which is convenient to the Subscriber. Contacting the Subscriber will not necessarily negate the requirement for a free standard installation.

## **7. NOTICES AND CUSTOMER COMMUNICATIONS**

- 7.1 An opportunity for review and comment by the Office of Cable & Regulatory Affairs required under this section shall not imply that prior approval of the Office of Cable and Regulatory Affairs is required. However, in the event of an error concerning City information, the Grantee shall not be in compliance with notification requirements.
- 7.2 The Grantee shall send annually, written notice to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Grantee may be referred to the Office of Cable & Regulatory Affairs. Such notification shall be either:
- A. A separate document which may be included with a billing statement; or
  - B. Included on the portion of the monthly bill that is to be retained by the Subscriber.

The Grantee's telephone number for Service and the telephone number for the Consumer Services section of the Office of Cable & Regulatory Affairs shall be contained in the notice. This notice shall also fully describe the Grantee's telephone hours and, when applicable, the lobby hours and shall include the telephone number(s) available to Subscribers after the Grantee's normal business hours through which Subscribers can obtain, at a minimum, emergency referral information. No promotional material may be included on the separate document or the portion of the bill containing this notice. When practicable, a draft of this notice shall be forwarded to the Office of Cable & Regulatory Affairs, for review and comment, after which the Office of Cable & Regulatory Affairs shall respond with

comments within 3 business days. The annual notice may be combined with the notice delineated in Section 7.3.

7.3 The Grantee shall notify affected Subscribers of any pricing changes or additional charges (excluding temporary marketing and sales discounts or offers) and/or any changes in programming services (including the scrambling or descrambling of channels - except the descrambling of a channel(s) for promotional purposes).

7.4 The Grantee shall provide written information to Subscribers on each of the following areas at the time of installation of Service, at least annually to all affected Subscribers, at any time upon request, and for affected Subscribers, at least ten (10) days prior to making significant changes in the information required by this Section:

- A. products and services offered;
- B. prices and options for programming services and conditions of subscription to programming and other services and facilities;
- C. installation and maintenance policies including, when applicable, information regarding the Subscriber's home wiring rights and information describing ownership of internal wiring during the period Service is provided;
- D. instructions on how to use the Service;
- E. channel positions of programming offered on the System;
- F. billing and complaint procedures, including the name, address and telephone number of the Office of Cable & Regulatory Affairs
- G. the availability of a Signal control device;
- H. the Grantee's practices and procedures for protecting against invasions of privacy;
- I. the address and telephone number of the Grantee's office to which complaints may be reported; and
- J. when applicable, the Grantee's community Unit Identifier as specified by the FCC.

In all Subscriber communications, the Grantee shall be as clear and precise as possible.

7.5.01 Whenever practicable, all required Subscriber notices shall be submitted for review and comment to the Office of Cable & Regulatory Affairs.

7.5.02 Notices of changes in rates shall indicate the new rate and the amount the rate has increased or decreased from the current rate. Specific words such as "Increase" or "Decrease" must be used to describe the changes (as opposed to less specific terms, such as "adjustment").

7.5.03 Notices of changes of programming services and/or channel locations shall include a concise description of the new programming service and the specific dial location, of that programming service. In addition, should the dial location, be affected by the introduction of a new service, such information must also be included in the notice.

- 7.6.01 In order that Subscribers are fully apprised of the charges they may incur, Companies will generally be required to note that advertised rates are subject to additional taxes and fees.
- 7.6.02 In order that Subscribers are fully apprised of the charges they may incur, telephone communications with Subscribers that quote rates, fees, and/or other charges shall inform Subscribers that the rates, fees, and/or charges are subject to additional taxes and fees.
- 7.7 Every notice of termination of Service shall include all of the following information:
- A. the name and address of the Subscriber whose account is delinquent.
  - B. current account balance
  - C. the date by which payment is required in order to avoid termination of Service.
  - D. the telephone number of a representative of the Grantee who can provide additional information and handle complaints or initiate an investigation concerning the Service and charges in question.
- 7.8 For informational purposes only, a listing of the Grantee closings or holidays will be provided to the Office of Cable & Regulatory Affairs annually, by no later than January 1 and by no later than every anniversary thereafter.

## **8. BILLING**

- 8.1 Bills must be itemized, in accordance with service or services purchased by subscribers and related equipment charges as provided by law and regulations. If, on bills, a Grantee chooses to itemize as a separate line item franchise fees and/or other governmentally imposed fees attributable to the total bill, such fees must be shown in accordance with any applicable law concerning the Grantee's ability to itemize such fees.
- 8.2 Every residential Subscriber sending payment directly to the Grantee shall have at least ten (ten) business days from the postmarked date of the initial bill for the delinquent amount for Services to pay the listed charges prior to disconnect for non-payment.
- 8.3 A specific due date shall be indicated on every Subscriber bill. This provision applies only to active accounts not those accounts pending disconnect.
- 8.4 Any Subscriber who, in good faith, disputes all or part of any bill has the option of withholding the disputed amount without disconnection until Grantee has investigated the dispute and has made a determination that the amount is owed provided that:
- A. The Subscriber pays all undisputed charges;
  - B. The Subscriber provides written notification of the dispute to the Grantee in a timely manner and includes identifying information; and
  - C. The Subscriber cooperates in determining the appropriateness of the charges in dispute.

- 8.5 Subscriber bills from Grantee shall include the name, address and telephone number of the Office of Cable & Regulatory Affairs. The Office of Cable & Regulatory Affairs will provide the required information to Grantee on an annual basis by January 1, or as needed.
- 8.6 The Grantee shall forward, on a monthly basis, a sample bill for the current billing period to the Office of Cable & Regulatory Affairs.
- 8.7 The Grantee shall forward all regulatory billing inserts and copies of all other mailings required by governmental authorities to Subscribers to the Office of Cable & Regulatory Affairs prior to or at the same time that they are provided to Subscribers. (Copies of notices to Subscribers must be forwarded to the Office of Cable & Regulatory Affairs pursuant to the applicable sections of these Consumer Service Standards.)

## **9. DISCONNECTION/DENIAL OF SERVICE**

- 9.1 The Grantee shall not terminate residential Service for nonpayment of a delinquent account unless the Grantee provides initial notice of the delinquency and impending termination at least ten (10) days prior to the proposed termination. The notice shall be mailed, postage prepaid, to the Subscriber to whom the Service is billed. This notice shall not be sent until the twenty-eighth (28th) day after the initial bill for Services was mailed to the Subscriber. The notice of delinquency and impending termination may be part of a billing statement. This section does not apply to Subscribers disconnected due to NSF checks.
- 9.2 The Grantee shall only terminate Service on days when the Subscriber can reach a representative of the Grantee either in person or by telephone. Service terminated without good cause must be restored without charge for the Service restoration. Good cause includes, but is not limited to, signal leakage, failure to pay, payment by check for which there are insufficient funds, theft of Service, abuse of equipment or System personnel, or other similar Subscriber actions.
- 9.3 Subject to provisions of the franchise agreement, the Grantee shall furnish and maintain Services to each person, in the franchise areas, who qualify for service, who makes a request to receive any programming service. Nothing in these Standards shall limit the right of the Grantee to deny Service to any household or individual which has a negative credit or service history with the Grantee, which may include non-payment of bills or theft or damage to the Grantee's equipment, or who has threatened or assaulted employees of the Grantee in the course of their employment. Provided that in the event Service is denied, the Grantee will give notice to the Subscriber of the right to contact the appropriate regulatory authority, providing name, address, and phone number as directed by the Office of Cable and Regulatory Affairs.

## **10. DEPOSITS, REFUNDS, AND CREDITS**

- 10.1 The Grantee may require refundable deposits for service or equipment. Upon termination of Service for any reason, Subscribers will be entitled to receive a refund or credit against amounts owed by the Grantee equal to the deposit.

On all deposits, Grantee shall be required to pay simple interest at a rate of one-half percent (1/2%) per month (6% per year). Such interest shall be accrued and payable upon termination of Service. Upon termination of Service for any reason, Subscribers will be entitled to receive a refund or credit against amounts owed the Grantee equal to the deposit plus accumulated interest. The rate may be modified to reflect prevailing market rates upon approval by the City which shall not be unreasonably withheld.

Such interest shall be accrued on deposits charged to Subscribers after the effective date of the franchise. Grantee will not be required to pay simple interest on deposits received prior to such effective date.

- 10.2.01 Refund checks will be issued promptly following the resolution of the event giving rise to the refund within forty-five (45) days.
- 10.2.02 In addition to a refund, if the Grantee fails to mail a check for a refund to any Subscriber disconnecting Service with an outstanding credit of \$3.00 or more within 45 days of the date Service is ended, and the Subscriber has returned all Grantee-owned equipment, the Subscriber is entitled to receive a \$10.00 penalty payment, in addition to the total refund due. Failure to comply with the \$10.00 penalty provision shall be grounds for appropriate enforcement actions, as part of the Office of Cable & Regulatory Affairs. Refunds will be provided to Subscribers with outstanding credits of less than \$3.00 upon request.
- 10.3 Credits for Service will be issued no later than the Subscribers next billing cycle following the determination that a credit is warranted.

## **11. RATES, FEES, AND CHARGES**

- 11.1 The Grantee shall not, except to the extent permitted by law, impose any fee or charge on any Subscriber for service calls to said Subscriber's premises to perform any repair or maintenance work related to Grantee-installed equipment necessary to receive Service, except any such work which was necessitated by a negligent or wrongful act of said Subscriber.
- 11.2 Where the actions of the Grantee, its agent(s) or subcontractor(s) can be shown upon a reasonable demonstration of evidence to have contributed to the theft, loss or damage of a converter or other equipment lawfully used by a Subscriber, the Subscriber's liability with respect to said converter or other equipment shall be reduced to the extent of such contributing actions.

- 11.3 All charges for residential Services must be applied on a nondiscriminatory basis as provided by law, allowing however, for reasonable discounts to senior citizens and/or the economically disadvantaged and that the Grantee may conduct promotional campaigns in which rates are discounted or waived, and may offer commercial rates or bulk rate discounts for multiple dwelling units, hotels, motels and similar institutions.
- 11.4 The Grantee shall not assess late fees until at least 30 days after the initial bill for current services has been mailed.
- 11.5 The Grantee shall be entitled to recover a fee for all checks returned due to non-sufficient funds.

## **12. PRIVACY PROTECTIONS**

- 12.1 The Grantee shall comply fully with all applicable State and federal laws relating to the protection of Subscriber privacy. The Grantee shall not disclose the telephone number of any Subscriber for any purpose that is not directly related to the provision of services offered by Grantee.
- 12.2 The Grantee shall not require more personally-identifiable information than is necessary to confirm the identity of a Subscriber and any past due amounts owed the Grantee. The type of information considered to be necessary, may vary depending on the individual Subscriber. The Grantee may deny service if a Subscriber fails to produce any verifiable personally-identifiable information after being requested to do so.

## **13. ENFORCEMENT**

- 13.1 The City may seek injunctive relief or any other Judicial remedy available pursuant to state or federal law in order to enforce compliance with these standards.

## **14. RIGHTS RESERVED BY THE CITY**

- 14.1 The City reserves the right to establish additional, reasonable consumer service standards from time to time, as may be necessary, after making a finding of need and after notice and opportunity to be heard from the Grantee and Grantee has agreed to said changes.
- 14.2 The City reserves the right to regulate rates for video Service to the fullest extent permitted by law.

EXHIBIT B  
ACCESS GRANTS

1. The Grantee shall make annual payments in support of Public, Educational, and Government Access with funds obtained through a \$0.35 per month charge on all residential, non-bulk Subscribers.
  
2. All payments made under Paragraph 1 above shall be made quarterly at the time of the Franchise Fee payment required under Section 14 of this Franchise unless otherwise noted.
  
3. The amount of the monthly per-Subscriber charge may be reduced by the City Council at its discretion upon sixty (60) days' written notice to Grantee.

EXHIBIT C  
UPGRADE PLAN

| <b>PHASE</b> | <b>TRUNK<br/>FOOTAGE</b> | <b>FEEDER<br/>FOOTAGES</b> | <b>TOTAL<br/>CABLE<br/>FOOTAGES</b> | <b>TOTAL CABLE<br/>MILES</b> | <b>MONTH</b> |
|--------------|--------------------------|----------------------------|-------------------------------------|------------------------------|--------------|
| 1            | 734060                   | 2055368                    | 2789428                             | 528.30                       | 11           |
| 2            | 85907                    | 240539.6                   | 326446.6                            | 61.83                        | 12           |
| 3            | 72102                    | 201885.6                   | 273987.6                            | 51.89                        | 13           |
| 4            | 93475                    | 261730.0                   | 355205.0                            | 67.27                        | 14           |
| 5            | 650251                   | 1820702.8                  | 2470953.8                           | 467.98                       | 24           |
| 6            | 74523                    | 208664.4                   | 283187.4                            | 53.63                        | 25           |
| 7            | 46047                    | 128931.6                   | 174978.6                            | 33.14                        | 26           |
| 8            | 195264                   | 546739.2                   | 742003.2                            | 140.53                       | 29           |
| 9            | 280801                   | 786242.8                   | 1067043.8                           | 202.09                       | 33           |
| 10           | 144582                   | 404829.6                   | 549411.6                            | 104.06                       | 35           |
| 11           | 302712                   | 847593.6                   | 1150305.6                           | 217.86                       | 40           |
| <b>TOTAL</b> | <b>2679724</b>           | <b>7503227.2</b>           | <b>10182951.2</b>                   | <b>1928.58</b>               |              |

## EXHIBIT D

### CONSUMER SERVICE REPORTING REQUIREMENTS

All reports shall be provided for the Austin Franchise Area where the capability exists. Otherwise, system-wide reports are acceptable and shall be deemed to reflect Austin Franchise Area numbers based on the Allocation Percentage (the number of Franchise Area Subscribers divided by the total system Subscribers).

#### **1. MONTHLY REPORTS**

- 1.1 Monthly reports shall be due within ten (10) business days of the close of each month, unless otherwise agreed upon by the Office of Cable & Regulatory Affairs and the Grantee.
- 1.2.01 The Grantee shall provide monthly reports to the Director containing a summary of service calls and other complaints by category which shall be agreed to by the Office of Cable & Regulatory Affairs. (Re: Section 5 in Customer Service Standards)
- 1.2.02 The summary shall include the following:
  - A. Number of Subscribers in service tier
  - B. Report total number of service calls by category that were resolved within:
    - \* 48 hours
    - \* 7 calendar days
    - \* more than 30 calendar days

#### **2. QUARTERLY REPORTS**

- 2.101 Quarterly reports shall be due within (10) ten business days of the close of each quarter, unless otherwise agreed upon by the Office of Cable & Regulatory Affairs and the Grantee.
- 2.102 The Grantee shall provide quarterly reports to the Director containing but not limited to the following information:
  - A. Telephone Report shall contain information relevant to the question of whether its telephone answering system continues to conform to Section 1.3 of Exhibit A.
    - 1. Total number of calls received for the total system
    - 2. Total number of calls abandoned for the total system

3. Total percentage of calls abandoned
4. Average time on hold before abandoned
5. Average speed of calls answered
6. Percentage of calls answered within thirty (30) seconds (FCC standards)
7. Percentage of calls receiving a busy signal
8. A description of significant events impacting the response times

In addition to the above, the Quarterly Report shall include a graph(s) which depicts the first seven (7) items above for a three (3) year period to end with the quarter in question (beginning with 4th quarter of 1995). FCC standards shall be used as benchmark.

If the Director determines, based on complaints or any other evidence, that the Grantee's telephone service does not meet the standards set forth in Consumer Service Standards, or any variations in those standards previously agreed to by the Director, then the Director has the authority to order the Grantee to take appropriate action to meet such standards. Failure of the Director to issue such order, however, shall not constitute a waiver of the City's rights with respect to any failure by the Grantee to comply with its obligations pursuant to this Exhibit or this Agreement.

- B. Number of free standard installations or number of \$20 credits that were issued for failure to arrive for installations or service calls by appointment within four-hour scheduled timeframe
- C. Number of \$10.00 penalty payments given to subscribers for failure to refund outstanding credits greater than \$3.00 within 45 days of the date Service is ended
- D. Significant Service Interruptions report which shall track information on a monthly basis to include:
  1. Total number of significant service interruptions
  2. Time of the significant service interruptions
  3. Total hours that the system is out-of-service as related to planned maintenance or channel line-up changes performed by Grantee
  4. Submit reports in graphs as well for comparative analysis
- E. Subscriber churn report for total system. The City may request to review this report at Grantee's office and shall maintain confidentiality of this information.
- F. Updated construction schedule for the cable system until the completion of the upgrade
- G. INet outage report of the major causes of outages similar to format as the Subscriber Significant Service Interruptions report, and a one-page summary of the major causes of outages
- H. INet upgrade construction schedule until the completion of the upgrade

- I. Statement of costs including equipment, maintenance and upgrade related to the INet
- J. Grantee shall provide results of any technical testing on the system during the quarter

### **3. ANNUAL REPORTS**

- 3.1 Annual Reports shall include but are not be limited to the following:
  - A. A list of free cable television service connections pursuant to Section 5 of franchise
  - B. A cumulative summary of the information submitted to the City in the corresponding quarterly reports.
  - C. Affirmative action

## EXHIBIT E

### LOCAL UNDERWRITING GUIDELINES

THE PURPOSE OF THE UNDERWRITING GUIDELINES IS TO PROMOTE OR TO CLEARLY IDENTIFY THE UNDERWRITER, NOT TO PROMOTE OR SELL ITS PRODUCT OR SERVICE.

#### Video

The following video effects are permissible:

1. Standard or existing corporate logotypes, logograms or slogans, both still or animated, which identify but does not promote.
2. One corporate mascot (such as the Exxon tiger) or other symbolic figure developed as a corporate (rather than product) symbol, accompanied by the company's name.
3. One specific product line or brand name, after the funder's name/logo. Symbolic depiction of up to three generic product lines, services or target markets, in addition to the one specific product. Total product depiction must be limited to no more than 50% of the entire credit.
4. Business exteriors, particularly when they are best representation of a funder's product/services (e.g., bank or hospital).
5. Location information--street address, or general reference to area served. Phone numbers are not permitted at any time.

The following practices tend to convey a more "commercial" impression and may not be used:

1. Products in use or operation for the purpose of demonstrating their performance characteristics.
2. Packaged goods (such as food products) shown outside the container or package, or in a prepared state.
3. Depiction of tobacco products, distilled spirits, and firearms.
4. Official spokesperson, company officials, directors or actors posing as "generic" employees.

## Audio

The following audio techniques are acceptable:

1. Brief value: neutral descriptions of product, service or target markets.
2. Location information: street address or general reference to area served. Phone numbers are not permitted.
3. Music and sound effects are permitted. However, lyrics sung to music may not be used.

The following audio techniques are disallowed:

1. Comparative Claims: Donor acknowledgments that contain descriptive language comparing underwriter's products or services with those of competitors are not permitted. Avoid words such as: Best, Better, More, Superior.

Examples of acknowledgments that contain these comparative terms are:

“Serving more cities than any other airlines”  
“With more assets than any other bank in town”  
“Featuring the best products in town”

2. Qualitative Claims: Donor acknowledgments that contain qualitative descriptions of the underwriter's product or service are not permitted. Qualitative descriptions include words that describe the features, benefits, advantages or other qualities offered by underwriter's product or service. Avoid words such as Fine, Excellent, Tasty, or Leading.

Examples of acknowledgments than contain these qualitative claims:

“A leading supplier of automobiles”  
“With 20 convenient locations”

3. Solicitations: Announcements that contain a “Call to Action” are not permitted. Most “Calls to Action” contain imperative language. A statement addressed directly the viewer that tells the viewer to take action.

Examples of acknowledgments that contain “Call to Action” statements:

“Ask about our IRA” or “Call us at 555-0000”

4. Pricing Information: Announcements containing price information are not permitted. This includes interest rate information or other indications of savings or value associated with the product or service.

Examples of pricing information are:

“Office products at discount prices”  
“Making computer power affordable at every desk”  
“8.0% interest rate now available”

5. Inducements to buy, sell, rent or lease: Announcements containing any inducements to buy, sell, rent, or lease are not permitted.

Examples:

“Six months of free service”  
“Special gift for first fifty customers”  
“Now offering free checking”

Other: All underwriting credits will be 10 seconds in length unless underwriter is an exclusive underwriter.

**EXHIBIT F**  
**City of Austin Facilities**

| FACILITY                           | ADDRESS                | ZIP   |
|------------------------------------|------------------------|-------|
| <b>City of Austin</b>              |                        |       |
| Austin Community Television        | 1143 Northwestern Ave. | 78702 |
| Austin Convention Center           | 201 E. 2nd St.         | 78701 |
| Austin Housing Authority           | 205 Chicon             | 78702 |
| Autin Housing Authority            | 1622 E. Riverside Dr.  | 78741 |
| Austin Housing Authority           | 2001 Rosewood Ave.     | 78702 |
| Austin Police Dept. Headquarters   | 715 E. 8th St.         | 78701 |
| Special Investigations             | 1106 Clayton Ln.       | 78723 |
| Substation                         | 816 Springdale Rd.     | 78702 |
| Substation                         | 8610 N. Lamar, #110    | 78753 |
| Substation                         | 905 Bedford            | 78702 |
| Substation                         | 4700 Loyola Ln.        | 78723 |
| Substation                         | 12421 Lamplight Vlg.   | 78758 |
| Community Substation               | 1700 Burton Dr.        | 78741 |
| Retirement Office                  | 2520 S IH 35, #205     | 78704 |
|                                    |                        |       |
| <b>Austin Public Libraries</b>     |                        |       |
| Central Library                    | 800 Guadalupe          | 78701 |
| Carver Library                     | 1161 Angelina          | 78702 |
| Little Walnut Creek                | 825 Rundberg Ln.       | 78758 |
| North Village Library              | 2139 Anderson Ln.      | 78757 |
| Terrazas Library                   | 1105 E. Cesar Chavez   | 78702 |
| Twin Oaks Library                  | 2301 Congress Ave.     | 78704 |
| Windsor Village Library            | 5825 Berkman           | 78723 |
|                                    |                        |       |
| Brackenridge Hospital              | 601 E. 15th St.        | 78701 |
| Cable Office                       | 206 E. 9th St.         | 78701 |
| David Powell Clinic                | 1000 Toyath            | 78703 |
| East Austin Clinic                 | 211 Comal              | 78702 |
|                                    |                        |       |
| <b>Electric Utility Facilities</b> |                        |       |
| Main Office                        | 721 Barton Springs Rd. | 78704 |
| Control Center                     | 301 West Ave.          | 78701 |
| Decker Plant                       | 8003 Decker Ln.        | 78724 |
|                                    |                        |       |
|                                    |                        |       |

|                              |                       |       |
|------------------------------|-----------------------|-------|
| <b>EMS Facilities</b>        |                       |       |
| EMS Medic Services           | 800 W. Koenig Ln.     | 78756 |
| EMS RBJ Hub                  | 15 Waller             | 78702 |
| Stations 1 & 20              | 3616 S. 1st St.       | 78704 |
| Station 2                    | 6601 Manchaca Rd.     | 78745 |
| Station 3                    | 1305 Red River        | 78701 |
| Stations 4 & 9               | 1201 Webberville Rd.  | 78721 |
| Station 5                    | 5710 N. Lamar Blvd.   | 78752 |
| Station 6                    | 401 E. 5th St.        | 78701 |
| Station 7                    | 8989 Research Blvd.   | 78758 |
| Station 8                    | 5211 Balcones Dr.     | 78731 |
| Station 10                   | 5301 Duval            | 78727 |
| Station 11                   | 5401 McCarty Ln.      | 78749 |
| Station 12                   | 5309 Riverside Dr.    | 78741 |
| Station 14                   | 1330 E. Rundberg Ln.  | 78753 |
| ECSD                         | 3000 S. IH 35         | 78741 |
|                              |                       |       |
| <b>Fire Dept. Facilities</b> |                       |       |
| Emergency Management         | 708 Colorado          | 78701 |
| Fire & Arson Investigation   | 92 Red River          | 78701 |
| Headquarters                 | 1622 Festival Beach   | 78702 |
| Station 1                    | 410 E. 5th St.        | 78701 |
| Station 2                    | 506 W. MLK Blvd.      | 78701 |
| Station 3                    | 201 W. 30th St.       | 78705 |
| Station 4                    | 1000 Blanco           | 78703 |
| Station 5                    | 1201 Webberville Rd.  | 78721 |
| Station 6                    | 1705 S. Congress Ave. | 78704 |
| Station 7                    | 201 Chicon            | 78702 |
| Station 8                    | 8989 Research Blvd.   | 78758 |
| Station 9                    | 100 E. 43rd St.       | 78751 |
| Station 10                   | 3009 Windsor Rd.      | 78703 |
| Station 11                   | 1605 Kinney Ave.      | 78704 |
| Station 12                   | 2109 Hancock Dr.      | 78756 |
| Station 14                   | 4305 Airport Blvd.    | 78722 |
| Station 15                   | 829 Airport Blvd.     | 78702 |
| Station 16                   | 7000 Reese Ln.        | 78757 |
| Station 17                   | 4128 S. 1st St.       | 78745 |
| Station 18                   | 6311 Berkman Dr.      | 78723 |
| Station 19                   | 5211 Balcones Dr.     | 78731 |
| Station 20                   | 6601 Manchaca Rd.     | 78745 |

|                                    |                         |       |
|------------------------------------|-------------------------|-------|
| Station 21                         | 4201 Spicewood Spgs.    | 78759 |
| Station 22                         | 5309 E. Riverside Dr.   | 78741 |
| Station 23                         | 1330 E. Rundberg Ln.    | 78753 |
| Station 24                         | 5811 Nuckols Crossing   | 78744 |
| Station 25                         | 5228 Duval Rd.          | 78727 |
| Station 26                         | 6702 Wentworth Dr.      | 78724 |
| Station 27                         | 5401 McCarty Ln.        | 78749 |
| Station 28                         | 2410 Parker Ln.         | 78727 |
| Station 29                         | 3704 Deer Ln.           | 78749 |
| Station 31                         | 5507 FM Rd. 2222        | 78756 |
| Station 32                         | 2804 Montbello Rd.      | 78746 |
| Station 33                         | 9409 Bluegrass Dr.      | 78759 |
| Station 35                         | 5500 Burleson Rd.       | 78744 |
|                                    |                         |       |
| Health Dept.                       | 2100 E. St. Elmo Rd.    | 78744 |
| Health Dept.                       | 327 Congress Ave.       | 78701 |
| Information Systems                | 1006 Smith Rd.          | 78721 |
| Justice of the Peace               | 3230 E. MLK Blvd.       | 78721 |
| Mayor's Office                     | 124 W. 8th St.          | 78701 |
| Municipal Building                 | 124 W. 8th St.          | 78701 |
| Municipal Annex                    | 307 W. 2nd St.          | 78701 |
| Municipal Court                    | 700 E. 7th St.          | 78701 |
| Oak Hill Health Center             | 5446 W. Hwy. 290        | 78735 |
| Palmer Auditorium                  | 400 S. 1st St.          | 78704 |
|                                    |                         |       |
| <b>Parks &amp; Rec. Facilities</b> |                         |       |
| Austin Parks Dept.                 | 200 S. Lamar Blvd.      | 78704 |
| Parks & Rec.                       | 2525 S. Lakeshore Blvd. | 78741 |
|                                    |                         |       |
| Alamo Recreation Center            | 2100 Alamo              | 78722 |
| Blackland Neighborhood Center      | 2005 Salina             | 78722 |
| Clarksville Neighborhood Center    | 1809 W. 11th St.        | 78703 |
| Conley-Guerrero Activity Center    | 808 Nile                | 78702 |
| Hancock Recreation Center          | 811 E. 41st St.         | 78751 |
| Lamar Senior Activity Center       | 2874 Shoal Crest Ave.   | 78705 |
| Montopolis Neighborhood Center     | 1416 Montopolis         | 78741 |
| Montopolis Recreation Center       | 1200 Montopolis         | 78741 |
| Morris Williams Golf Course        | 4605 Manor Rd.          | 78723 |
| Northwest Recreation Center        | 2913 Northland Dr.      | 78757 |
| Pan Am Recreation Center           | 2100 E. 3rd St.         | 78702 |
| Pharr Tennis Center                | 4201 Brookview Rd.      | 78722 |

|                                |                       |       |
|--------------------------------|-----------------------|-------|
| Rosewood Recreation Center     | 2300 Rosewood Ave.    | 78702 |
| S. Austin Multi-Purpose Center | 2508 Durwood          | 78704 |
| South Austin Recreation Center | 1100 Cumberland Dr.   | 78704 |
| South Austin Tennis Center     | 1000 Cumberland Dr.   | 78704 |
| SW Austin Recreation Center    | 1009 Dittmar Rd.      | 78745 |
|                                |                       |       |
| Public Information Office      | 824 W. 8th St.        | 78701 |
|                                |                       |       |
| <b>Public Works Facilities</b> | 6301 Harold Ct.       | 78721 |
|                                | 505 Barton Springs Rd | 78704 |
|                                | 1111 Rio Grande       | 78701 |
|                                | 1715 E. St. Elmo Rd.  | 78744 |
|                                | 1905 E. 6th St.       | 78702 |
|                                | 600 River St.         | 78701 |
|                                | 1182 Hargrave         | 78702 |
|                                | 2400 Kramer Ln        | 78758 |
|                                | 720 Bastrop Hwy.      | 78741 |
|                                |                       |       |
| Robert Mueller Airport         | 3600 Manor Rd.        | 78723 |
| Small & Minority Business      | 800 Brazos            | 78701 |
| Water & Wastewater             | 625 E. 10th St.       | 78701 |
|                                |                       |       |

## Public Primary and Secondary Schools

| <b>AISD</b>                     |                           |       |
|---------------------------------|---------------------------|-------|
| <b>Elementary Schools</b>       |                           |       |
| Allan Elementary School         | 4900 Gonzales             | 78702 |
| Allison Elementary School       | 515 Vargas Rd.            | 78741 |
| Andrews Elementary School       | 6801 Northeast Dr.        | 78723 |
| Barrington Elementary School    | 400 Cooper Dr.            | 78753 |
| Barton Hills Elementary School  | 2108 Barton Hills Dr.     | 78704 |
| Becker Elementary School        | 906 Milton                | 78704 |
| Blackshear Elementary School    | 1712 E. 11th St.          | 78702 |
| Blanton Elementary School       | 5408 Westminster Dr.      | 78723 |
| Boone Elementary School         | 8101 Croftwood Dr.        | 78749 |
| Brentwood Elementary School     | 6700 Arroyo Seca          | 78757 |
| Brooke Elementary School        | 3100 E. 4th St.           | 78702 |
| Brown Elementary School         | 505 W. Anderson Ln.       | 78752 |
| Bryker Elementary School        | 3309 Kerbey Ln.           | 78703 |
| Campbell Elementary School      | 2613 Rogers Ave.          | 78722 |
| Casis Elementary School         | 2710 Exposition Blvd.     | 78703 |
| Cook Elementary School          | 1511 Cripple Creek Dr.    | 78758 |
| Cunningham Elementary School    | 2200 Berkeley Ave.        | 78745 |
| Davis Elementary School         | 5214 Duval Rd.            | 78727 |
| Dawson Elementary School        | 3001 S. 1st               | 78704 |
| Doss Elementary School          | 7005 Northledge           | 78731 |
| Galindo Elementary School       | 3800 S. 2nd St.           | 78704 |
| Govalle Elementary School       | 3601 Govalle Ave.         | 78702 |
| Gullett Elementary School       | 6310 Treadwell Blvd.      | 78731 |
| Harris Elementary School        | 1711 Wheless Ln.          | 78723 |
| Highland Park Elementary School | 4900 Fairview             | 78731 |
| Hill Elementary School          | 8601 Tallwood Dr.         | 78759 |
| Houston Elementary School       | 5409 Ponciana Dr.         | 78744 |
| Jordan Elementary School        | 6711 Johnny Morris Rd.    | 78724 |
| Joslin Elementary School        | 4500 Manchaca Rd.         | 78724 |
| Langford Elementary School      | 2206 Blue Meadow          | 78744 |
| Lee Elementary School           | 3308 Hampton              | 78705 |
| Linder Elementary School        | 2800 Metcalfe Rd.         | 78741 |
| Maplewood Elementary School     | 3808 Maplewood Ave.       | 78722 |
| Mathews Elementary School       | 906 West Lynn             | 78703 |
| Metz Elementary School          | 84 Robt. T. Martinez, Jr. | 78702 |

|                                  |                          |       |
|----------------------------------|--------------------------|-------|
| Norman Elementary School         | 4001 Tannehill Ln.       | 78721 |
| Oak Hill Elementary School       | 6101 Patton Ranch Rd.    | 78735 |
| Oak Springs Elementary School    | 3601 Webberville Rd.     | 78702 |
| Oak Springs/Rice Campus          | 2406 Rosewood Ave.       | 78702 |
| Odom Elementary School           | 1010 Turtle Creek Blvd.  | 78745 |
| Ortega Elementary School         | 1135 Garland Ave.        | 78721 |
| Palm Elementary School           | 7601 Dixie Dr.           | 78744 |
| Patton Elementary School         | 6001 Westcreek Dr.       | 78749 |
| Pease Elementary School          | 1106 Rio Grande          | 78701 |
| Pecan Springs Elementary School  | 3100 Rogge Ln.           | 78733 |
| Pillow Elementary School         | 3025 Crosscreek Dr.      | 78758 |
| Pleasant Hill Elementary School  | 6405 Circle S Rd.        | 78745 |
| Reilly Elementary School         | 405 Denson Dr.           | 78752 |
| Ridgetop Elementary School       | 5005 Caswell Ave.        | 78752 |
| St. Elmo Elementary School       | 600 W. St. Elmo Rd.      | 78751 |
| Sanchez Elementary School        | 73 San Marcos            | 78702 |
| Sims Elementary School           | 1203 Springdale Rd.      | 78721 |
| Summitt Elementary School        | 12207 Brigadoon Ln.      | 78759 |
| Travis Heights Elementary School | 2010 Alameda Dr.         | 78704 |
| Walnut Creek Elementary School   | 401 W. Braker Ln.        | 78704 |
| Widen Elementary School          | 5606 Nuckols Crossing    | 78744 |
| Williams Elementary School       | 500 Mairo                | 78748 |
| Winn Elementary School           | 3500 Susquehanna Ln.     | 78723 |
| Wooldridge Elementary School     | 1412 Norseman Ter.       | 78758 |
| Wooten Elementary School         | 1406 Dale                | 78757 |
| Zavala Elementary School         | 310 Robert Martinez, Jr. | 78702 |
| Zilker Elementary School         | 1900 Bluebonnet Ln.      | 78704 |
| <b>Middle Schools</b>            |                          |       |
| Bedichek Middle School           | 6800 Bill Hughes Rd.     | 78745 |
| Burnet Junior High School        | 8401 Hathaway Dr.        | 78757 |
| Covington Middle School          | 3700 Convict Hill Rd.    | 78749 |
| Dobie Middle School              | 1200 E. Rundberg Ln.     | 78753 |
| Fulmore Middle School            | 201 E. Mary              | 78704 |
| Kealing Junior High School       | 1607 Pennsylvania Ave.   | 78702 |
| Lamar Middle School              | 6201 Wynona Ave.         | 78757 |
| Martin Junior High School        | 1601 Haskell             | 78702 |
| Mendez Middle School             | 5106 Village Square      | 78744 |
| Murchison Middle School          | 3700 North Hills Dr.     | 78731 |
| O Henry Middle School            | 2610 W. 10th St.         | 78703 |
| Pearce Middle School             | 6401 Hampton Dr.         | 78723 |
| Porter Middle School             | 2206 Prather Ln.         | 78704 |

|                              |                        |       |
|------------------------------|------------------------|-------|
| Webb Junior High School      | 601 E. St. Johns Ave.  | 78752 |
| <b>High Schools</b>          |                        |       |
| Anderson High School         | 8403 Mesa Dr.          | 78759 |
| Austin High School           | 1715 W. Cesar Chavez   | 78703 |
| Crockett High School         | 5601 Manchaca Rd.      | 78745 |
| Johnson High School          | 7309 Lazy Ln.          | 78724 |
| Johnston High School         | 1212 Arthur Stiles Rd. | 78721 |
| Lanier High School           | 1201 Peyton Gin Rd.    | 78758 |
| McCallum High School         | 5600 Sunshine Dr.      | 78756 |
| Reagan High School           | 7104 Berkman Dr.       | 78752 |
| Travis High School           | 1211 E. Oltorf         | 78704 |
| <b>Special Facilities</b>    |                        |       |
| AISD Administration Building | 1111 W. 6th St.        | 78703 |
| AISD Athletic Office         | 1214 West Ave.         | 78701 |
| AISD Service Center          | 5900 Guadalupe         | 78752 |
| Alternative Learning Center  | 900 Neal               | 78702 |
| Burger Activity Center       | 3200 Jones Rd.         | 78745 |
| Clifton TMR Center           | 1515 Coronado Hills    | 78752 |
| Criswell Bus Terminal        | 1315 W. 5th St.        | 78703 |
| Dill Special Education       | 2007 McCall Rd.        | 78703 |
| Evening High School          | 500 W. 39th St.        | 78751 |
| Learning Resource Center     | 910 E. St. Johns Ave.  | 78752 |
| Nelson Field                 | 7001 Berkman Dr.       | 78723 |
| Reed Elementary School       | 2608 Richcreek Rd.     | 78757 |
| Rio Grande School            | 1216 Rio Grande        | 78701 |
| Robbins High School          | 3908 Avenue B          | 78751 |
| Rosedale School              | 2117 W. 49th St.       | 78756 |
| Sneed Bus Terminal           | 5901 Guadalupe         | 78752 |
| Transportation               | 3300 Jones Rd.         | 78745 |

## Public Institutions of Higher Education

|                                 |                          |       |
|---------------------------------|--------------------------|-------|
| <b>Austin Community College</b> | 1212 Rio Grande          | 78701 |
| Austin Community College        | 11928 Stonehollow Dr.    | 78758 |
| Austin Community College        | 7748 W. Hwy. 290         | 78736 |
| Austin Community College        | 1020 Grove Blvd., 1st fl | 78741 |

## Travis County Facilities

| FACILITY                          | ADDRESS                      | ZIP   |
|-----------------------------------|------------------------------|-------|
| <b>Travis</b>                     |                              |       |
| Travis Cnty. Budget Office        | 15 Waller #528               | 78702 |
| Travis Cnty. Courthouse           | 1000 Guadalupe               | 78701 |
| Travis Cnty. D.A.'s Office        | 314 W. 11th St. Rm. 200      | 78701 |
| Travis Cnty. General Svcs.        | 314 W. 11th St. Rm. 102      | 78701 |
| Travis Cnty. Info. Center         | 1300 Guadalupe               | 78701 |
| Travis Cnty. Info. Services       | 1101 Nueces                  | 78701 |
| Travis Cnty. MHMR - Alameda House | 56 East Ave.                 | 78701 |
| Gardner House (Juv. Court)        | 2515 S. Congress Ave.        | 78704 |
| Travis County                     | 221 E. 9th St. #320          | 78701 |
|                                   |                              |       |
| Constable - Precinct 1            | 3218 E. MLK Blvd. Rm. 101    | 78721 |
| Conatable - Precinct 2            | 8712 Shoal Creek Blvd. #B100 | 78757 |
| Constable - Precinct 4            | 2201 Post Rd.                | 78704 |
|                                   |                              |       |
| Travis County Judge               | 2919 Manchaca Rd.            | 78704 |