

Consumer Protection Standards
Contained in
Cable Franchise Agreement
By and Between
The City of New York
And
Verizon New York, Inc.

APPENDIX A

CONSUMER PROTECTION STANDARDS

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Section 1
SOLICITATION OF SUBSCRIPTIONS

1.1 Uniforms/Identification Cards/Name Badges. Each employee of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her employment with the Franchisee. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Franchisee who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Franchisee. The parties acknowledge that each Franchisee employee who routinely comes into contact with members of the public at their places of residence shall wear a uniform provided by the Franchisee, in addition to the foregoing requirements with respect to identification cards, except to the extent such requirement is affected by or subject to any contractual agreement(s) between the Franchisee and any Person other than the City.

1.2 Subscription Information.

1.2.1 At the time of installation to the Subscriber who is receiving the installation, and at least once a year to all Subscribers, with a copy to DoITT, the Franchisee shall provide the following subscription information in a clear, complete and comprehensible form:

- (i) a description of the Cable Services provided by the Franchisee, accompanied by a listing of the charges for each such Service, either alone or in combination;
- (ii) a listing of all rates, terms and conditions for each Cable Service or tier of Cable Service, both alone and in combination, and all other charges, such as for installation, for application of Cable Service to additional television sets, for deposits on equipment, for stolen or lost converters and other equipment, for returned checks and for relocating cable outlets;
- (iii) a general explanation of other devices which may be used in conjunction with the System, such as devices provided as contemplated in 47 C.F.R. § 76.1621, remote control devices, and parental control devices (to the extent technology enabling parental control capability is not already incorporated in other devices) and a listing of the Franchisee's charges for connecting such devices to the System;
- (iv) a description of the Franchisee's billing and collection procedures (including payment requirements to avoid disconnection of service), the use of payment coupons, the amount of any applicable late fees, and a description of the option of paying in person, consistent with these consumer protection standards;
- (v) the procedure for the resolution of billing disputes;

(vi) a description of the Franchisee's policies concerning credits for service interruptions and outages, consistent with these consumer protection standards;

(vii) an explanation of the procedures and charges, if any, for upgrading, downgrading or disconnecting Services, consistent with these consumer protection standards;

(viii) the required time periods for installation requests, consistent with these consumer protection standards; and

(ix) a statement that all Franchisee employees, contractors, or subcontractors who routinely come into contact with members of the public at their places of residence shall wear a uniform and Franchisee identification card, to the extent required by Section 1.1, which they shall prominently display and show to all such members of the public.

1.2.2 Within fifteen (15) days of a written request by the Commissioner to the Franchisee, the Franchisee shall provide the Commissioner with a written description of Franchisee's procedures for accommodating non-English speaking Subscribers ("Franchisee's Non-English Procedures").

1.2.3 The Franchisee shall deliver three (3) copies of all such subscription information to the Commissioner within three (3) days after distributing it to the first Subscriber or potential Subscriber. The Franchisee agrees that the City assumes no liability for the subscription information by virtue of its review of such information.

1.3 Right of Rescission. Anyone who requests the installation of Cable Service from the Franchisee shall have the right to rescind such request at any time prior to the point in time at which physical installation upon the premises begins. Anyone who requests a particular Service from the Franchisee shall have the same right of rescission, except that such right shall expire once the requested Service is actually received by such Person.

Section 2 **INSTALLATION**

2.1 Information Provided to Subscribers.

2.1.1 At the time of installation, the Franchisee shall provide each Subscriber with certain literature. Such literature, which need not be bound together, shall constitute the "Welcome Kit." The Welcome Kit shall provide the following information, materially accurate as of the first day of the previous month, in a clear, complete and comprehensible form:

(i) the location, hours of operation and telephone number(s) for each of the Franchisee's existing Service Centers and a telephone number for information as to where each Payment Center is located;

- (ii) the toll-free telephone number for the Franchisee's customer service telephone system, including any cable information service line established by the Franchisee (which is described further in this Appendix A), accompanied by a brief description of the services and information that may be obtained by dialing each number;
- (iii) a general description of how equipment, including, but not limited to, devices provided as contemplated in 47 C.F.R. § 76.1621, wireless remote control devices, parental control devices (to the extent technology enabling parental control capability is not already incorporated in other devices), is obtained and used in conjunction with the System, and the terms for rental and loaner equipment, including deposit requirements, if any, and procedures for return of equipment and the Subscriber's liability for lost, stolen or damaged equipment;
- (iv) the policies governing Service Interruptions, Significant Service Interruptions, Outages, and Significant Outages as defined in Section 6.2.1 of this Appendix A and repair service;
- (v) the policies and procedures for obtaining credits consistent with Section 10 of this Appendix A and the return of any deposits;
- (vi) the complaint resolution process, including notice that anyone who is dissatisfied with the way in which the Franchisee has handled a complaint has the right to speak to a Franchisee supervisor or to contact the NY PSC and the City at the addresses and telephone numbers listed in the Welcome Kit, and any such changes shall be communicated to Subscribers via the Franchisee's semi-annual notice to Subscribers (which address and telephone number of the City may be changed by the Commissioner, in a notice to be provided to the Franchisee, from time to time);
- (vii) the procedures by which the Subscriber will be notified of any rate increases, any change in programming Services (as defined in Section 8.1.1 of this Appendix A), any change in the price or conditions for the rental of equipment, any change in the location or hours of the Service Centers, any change in billing practices, practices regarding Service interruption, or any significant change in the policies or information set forth in the Welcome Kit;
- (viii) the requirements concerning Subscriber privacy which are set forth in the Cable Act or any rules or regulations established by the City pursuant to Section 16.3 of this Agreement;
- (ix) if provided to the Franchisee by the City in a format reasonably acceptable to the Franchisee: (A) a listing of the currently available Public and Governmental/Educational Access Channels, (B) a description of the purposes and uses of such Channels, and (C) general information regarding how a Person can utilize or obtain further information regarding such Channels; Franchisee shall also make the foregoing information available on its website, subject to Franchisee's technical

capability to do so, including, but not limited to, limitations with respect to character capacity;

(x) the rules governing the termination of Cable Service;

(xi) the steps for resubscribing to Cable Service after an involuntary termination.

~~With respect to the provision of the Welcome Kit to new Subscribers, the Franchisee shall also provide any information to such Subscribers that is required by applicable law but is not listed above.~~

2.1.2 The Franchisee shall train and make available customer service representatives to aid by telephone visually impaired consumers who cannot read the Welcome Kit. The Franchisee shall also make available by telephone bilingual customer service representatives to communicate with non-English speaking consumers regarding the information contained in the Welcome Kit.

2.1.3 The Franchisee shall distribute the then current version of the Welcome Kit to all new Subscribers at the time of installation, and to any other person on request. Any Person who makes such a request in person to a customer service representative or salesperson of the Franchisee must be supplied with a copy of the Welcome Kit immediately. The Franchisee must mail, by first class, the Welcome Kit to any Person who requests one by telephone within ten (10) business days of such request.

2.1.4 The Franchisee shall provide each customer service representative and each salesperson of the Franchisee with copies of the most current Welcome Kit and shall advise them of the requirements of this Section 2.1 of this Appendix A.

2.1.5 The Franchisee shall submit the Welcome Kit, as well as any subsequent updates of it, to the Commissioner within three (3) days after distributing it to the first Subscriber or potential Subscriber and from time to time thereafter upon the Commissioner's request.

2.2 Channel Line-Up. The Franchisee must either (i) provide Subscribers with a Channel Line-up card for all Cable Services which shall be updated on an annual basis thereafter; or (ii) provide Subscribers with dial location information electronically on screens that can be controlled by the consumer, provided, however, that the Franchisee shall automatically provide such a card (and annual updates thereof) to all Subscribers who cannot access such information electronically, and shall further provide such a card to any Subscriber upon request.

2.3 Procedure for Installation

2.3.1 Once a request for Cable Service is received, the Franchisee shall offer "appointment window" time blocks of not more than four (4) hours on weekdays, for the selection of the Subscriber or potential Subscriber, during which the Franchisee's work crew shall arrive to perform the installation of the necessary equipment to receive

Cable Service (on Saturdays the Franchisee may in its discretion offer "appointment windows," but shall, in any event, comply with the full 8:00 a.m. to 5:00 p.m. working period described in Section 2.3.2 below). The Franchisee shall use reasonable efforts to complete the installation during that appointment.

2.3.2 The Franchisee shall provide installation services including initial installation, continuously at least during the periods of 8:00 a.m. to 5:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on Saturdays and, for connection of additional outlets and upgrading of Cable Service for which all work can be performed indoors, continuously during the periods of 8:00 a.m. to 5:00 p.m. As required by Section 5.4 of the body of this Agreement, the Franchisee shall provide installation throughout its Franchise Area on a nondiscriminatory basis.

2.3.3 Consistent with the terms of Article 5 of the Franchise, unless a later date is requested by a potential Subscriber, the Franchisee shall complete installation of Cable Service for any new Subscriber and any upgrade or downgrade for any existing Subscriber within seven (7) business days after any such request is received, provided that if weekend installation is requested, installation shall be completed by no later than the fourth (4th) Saturday following the date the request is received. Notwithstanding the foregoing, such time period shall not apply to any building not currently wired for Cable Service as to which the Franchisee is, upon a showing to and with the approval of the Commissioner, in compliance with its obligations regarding access to such building pursuant to Article 5 of the body of this Agreement, or except as provided in Section 18.5 of the body of this Agreement.

2.3.4 The Franchisee shall comply with the procedures set forth in Section 11.3 of this Appendix A regarding contact with Subscribers to perform any visit to a Subscriber's premises to perform its obligations under this Section 2.3.

2.4 Nature of the Request for Installation

2.4.1 The Franchisee shall not discriminate among Subscribers or potential Subscribers because someone living in the same household is already or was a Subscriber, unless the Franchisee can demonstrate, to the Commissioner's satisfaction, that: (i) the Franchisee has a reasonable basis for believing that a Person(s) living in the household is (are) attempting to deceive the Franchisee or (ii) such Person(s) has (have) failed to respond to a reasonable request from the Franchisee for information which would enable the Franchisee to determine whether such Person(s) is (are) entitled to receive Cable Service.

2.5 Records of Requests for Cable Service

2.5.1 The Franchisee shall keep records capable of showing all requests for Cable Service, which shall contain, with respect to each request for Cable Service, the name and address of the Person requesting Cable Service, the date on which Cable Service was requested, the date and appointment period on which Cable Service was scheduled to be provided and the date and appointment period on which Cable Service

was actually provided. In the event that the Franchisee is unable to provide Cable Service, the Franchisee shall keep records showing in reasonable detail the number of attempts the Franchisee has made to provide such Cable Service and the reason the Franchisee was unable to provide Cable Service. These records shall be assembled continuously.

2.5.2 Any information in the records required by Section 2.5.1 may be destroyed six (6) years after such information was collected, unless the Commissioner and the Comptroller authorize the Franchisee, in writing, to destroy any information required by Section 2.5.1 prior to the expiration of such six (6) year period. However, the Commissioner may require the Franchisee to retain such information for a longer period of time or may require that the information be turned over to the Commissioner in lieu of its destruction in accordance with Section 11.1 of the body of this Agreement.

2.5.3 A report summarizing the information contained in the records required by Section 2.5.1 regarding all requests for Cable Service for the preceding quarter shall be submitted in written or electronic form to the Commissioner by the forty-fifth (45th) day following the end of each calendar quarter, containing the following information

- (i) the number of requests for Standard Installations;
- (ii) the number of Standard Installations made;
- (iii) the number of Standard Installation and service appointments made;
- (iv) the number of Standard Installation and service appointments met; and
- (v) the number of Standard Installations and service appointments rescheduled by the Franchisee.

To the extent permitted by state and federal privacy laws, upon request of the Commissioner, the Franchisee shall cooperate in good faith with the Commissioner to verify and supplement the information contained in the report required by the preceding sentence and the Franchisee's compliance with its obligations under Section 2.5.1; provided, however, that nothing herein shall be construed to require the Franchisee to disclose any records or information, the disclosure of which would be inconsistent with Franchisee's obligations pursuant to applicable state or federal privacy laws, including, but not limited to, any records or information collected and retained by the Franchisee pursuant to Section 2.5.1 hereof. The Commissioner may waive the submission of such records as the Commissioner deems appropriate.

2.5.4 Franchisee's reporting requirements pursuant to Section 2.5.3 hereof shall not commence until the third (3rd) calendar quarter following the Effective Date of this Agreement. Notwithstanding the foregoing, with respect to reports in connection with Franchisee's obligation under Section 2.3.3 hereof regarding Saturday installation requests, Franchisee's reporting obligations shall commence on the date which is one (1) year from the Effective Date of this Agreement.

Section 3
SERVICE CENTERS

3.1 Service Centers

3.1.1 Subject to the requirements of Subsection 3.1.1.1 hereof, the Franchisee shall initially establish and maintain one (1) Service Center in each of the five (5) Boroughs of the Franchise Area. The Franchisee shall notify Subscribers and the Commissioner of the opening, and thereafter any change in the location, of these Service Centers.

3.1.1.1 With respect to each Borough in the Franchise Area, Franchisee's obligation to establish and maintain each Service Center pursuant to Section 3.1.1 hereof shall not commence until ninety (90) days from the date on which Franchisee determines that Franchisee has achieved a Subscriber base of ten thousand (10,000) Subscribers in the applicable Borough.

3.1.1.2 Within ninety (90) days from the date on which Franchisee achieves an aggregate Subscriber base of sixty thousand (60,000) Subscribers in any Borough, Franchisee shall establish and maintain one (1) additional Service Center in each such Borough; provided however, that nothing herein shall be construed to require Franchisee to establish and maintain more than a total of two (2) Service Centers in any Borough. All such Service Centers will be conveniently located near mass transit.

3.1.2 Except on the legal holidays recognized by the City of New York, a list of which shall be supplied to the Franchisee upon request to the Commissioner, these Service Centers shall be open continuously for at least nine (9) hours on weekdays and for at least five (5) hours on Saturdays, subject to Franchisee's contractual agreements with Persons other than the City. The Franchisee shall staff each Service Center so it is capable of providing on Saturday the same level of service it provides during any weekday, such that waiting time for any service on Saturday is not significantly different than during any weekday.

3.1.3 The Service Centers shall be designed so as to provide access in accordance with applicable law.

3.1.4 The Franchisee shall maintain on file at each Service Center, or on its website for public inspection current copies of its billing practices and payment requirements and general informational materials (including monthly bill stuffers) and shall keep such records at its central office for a period of two (2) years, to be mailed or otherwise delivered to a specified Service Center within a reasonable time upon the City's or a Subscriber's request. The foregoing records shall be maintained independent of, and in addition to, Franchisee's public inspection file maintained pursuant to 47 C.F.R. § 76.1700.

3.2 Training of Employees

3.2.1 Franchisee employees who regularly come in contact with the public shall be trained to perform efficiently the various tasks, including responding to consumer inquiries and complaints, necessary to provide consumer services in a responsible and courteous manner.

3.2.2 All Franchisee employees shall identify themselves by name or preassigned identification number when answering Franchisee telephone lines routinely used by members of the public. The Franchisee shall maintain a system to enable the Franchisee to identify the particular employee who answered any telephone call in such manner.

3.2.3 Franchisee employees shall refer any Person who is dissatisfied with the resolution or handling of any complaint concerning the Franchisee to a supervisor. Franchisee supervisors shall be available to speak to such Persons. If, due to unforeseen circumstances, a supervisor is temporarily unavailable to speak with such a Person, then that Person will be contacted by a supervisor as soon as practicable. If the Subscriber is not contacted by the supervisor or otherwise requests such information, a nonsupervisory employee shall inform the Subscriber of the foregoing information.

3.2.4 The Franchisee shall ensure that some employees at its office speak any language used by a substantial percentage of the Franchisee's Subscribers with whom they come into contact in the course of their employment.

3.2.5 To the extent the Franchisee uses contractors or subcontractors who regularly come into contact with the public on the Franchisee's behalf, the Franchisee shall ensure that such contractors or subcontractors receive the training and follow the procedures outlined in Sections 3.2.1-3.2.4 above.

3.3 Telephone Lines

3.3.1 The Franchisee shall have local telephone or toll-free lines for receiving requests for repair or installation services, for reporting service interruptions and for responding to billing questions. The lines shall be answered twenty-four (24) hours per day, seven (7) days per week by Franchisee employees with respect to service problems (such as for the reporting of interruptions or outages in service and the scheduling of service repairs) and, at a minimum, during normal business hours with respect to installation-related and billing-related matters and questions; but in no event shall such lines be operated for fewer hours than required, or less comprehensively than required, by applicable federal or state requirements. In the event a Franchisee employee receives, but is unable to respond to, a Subscriber call after normal business hours regarding any of the issues described in this Section 3.3.1, such Franchisee employee shall create a notation on Subscriber's record (to enable informed employee response upon business hours follow-up), including any appropriate Subscriber information, consistent with Franchisee's practices and procedures. For purposes of this Section 3.3.1, normal business hours shall have the meaning set forth in 47 C.F.R. § 76.309 and 16 NYCRR § 890.

3.4 Standard of Service for the Telephone System

3.4.1 The Franchisee shall maintain a telephone system throughout the term of this Agreement which shall be capable, at a minimum, of meeting each of the following standards:

- (i) each telephone call shall be answered within at least thirty (30) seconds;
- (ii) callers shall receive a busy signal not more than three percent (3%) of the time in any one (1) month period;
- (iii) callers shall not be kept on hold for longer than thirty (30) seconds;
- (iv) no more than ten percent (10%) of all calls (measured on a quarterly basis) shall be kept on hold for thirty (30) seconds;
- (v) any automated menu system shall provide, within ninety (90) seconds (or one hundred twenty (120) seconds during peak periods), an opportunity, which may include pressing "0" or remaining on the line without entering a menu option, for the caller to connect to a customer service representative; and
- (vi) all menus and subsidiary menus shall provide an opportunity to connect to a customer service representative.

3.4.2 Reasonable variations in these performance standards shall be permitted during abnormal operating conditions, including, by way of illustrative example, during trunk line failures.

3.4.3 The Franchisee shall provide quarterly reports to the Commissioner containing information relevant to the question of whether its telephone system continues to conform to Section 3.4.1 of this Appendix A. Franchisee's quarterly reports provided pursuant to this subsection 3.4.3 shall be measured for purposes of compliance with the requirements hereof solely on a quarterly basis, but shall reflect, for informational purposes, Franchisee's metrics on a month-by-month basis. If the Commissioner determines, based on complaints or any other evidence, that the Franchisee's telephone service does not meet the standards set forth in this Section 3.4, or any variations in those standards previously agreed to by the Commissioner, then the Commissioner has the authority to order the Franchisee to take appropriate action to meet such standards. Failure of the Commissioner to issue such order, however, shall not constitute a waiver of the City's rights with respect to any failure by the Franchisee to comply with its obligations pursuant to this Appendix A or this Agreement.

Section 4
BILLING

4.1 The Format of a Subscriber's Bill

4.1.1 The bill shall be designed in such a way as to present the information contained therein clearly, comprehensibly and accurately to Subscribers.

4.1.2 The bill shall contain itemized charges for each category of Cable Service and piece of equipment for which a charge is imposed (including late charges, if any), an explicit due date, the name and address of the Franchisee and telephone number for the Franchisee's office responsible for inquiries, billing, the NY PSC's toll-free Subscriber Assistance telephone number and the telephone number specified by the Commissioner for the resolution of billing disputes. The bill shall state the billing period, amount of current billing and appropriate credits or past due balances, if any. Unless prohibited by law, the Franchisee may accurately designate that portion of a Subscriber's bill attributable to the amount of any compensation payment to be made by the Franchisee or any other Person to the City pursuant to this Agreement.

4.2 Billing Procedures

4.2.1 All bills shall be rendered monthly, unless otherwise authorized by the Subscriber, or unless service was provided for less than one (1) month (because, for example, the Subscriber received service, from activation to cancellation, for less than one month.)

4.2.2 The Franchisee shall use reasonable efforts to cooperate with any regulated and accredited banking or financial institution that provides Subscribers with an optional payment mechanism whereby they can directly pay any bills electronically from their residence or business, when such mechanism is economically and technically feasible and viable, and provided that the Commissioner may reduce or relieve the Franchisee of such obligations where such relief is appropriate in light of the circumstances, including the nature of the institution and the burden to the Franchisee. To the extent permitted by applicable law, the Franchisee may "pass through" to the Subscriber any charges imposed on the Franchisee in connection with such bill payment by any such institution, so long as the Franchisee provides prior notice of such charge to the Subscriber.

4.2.3 The Franchisee shall credit any Subscriber who has voluntarily interrupted Cable Service, pursuant to the requirements established by the Franchisee, with a rebate on his or her monthly bill for the period(s) during which service was voluntarily interrupted, provided that the Franchisee may charge any such Subscriber a reconnection charge.

4.2.4 Any returned check charge imposed by the Franchisee shall be consistent with the requirements of N.Y. General Obligations Law, Ch. 24-A § 5-328 or any successor provision thereto.

4.3 Procedures for Collecting Late Bills

4.3.1 No bill shall be due less than fifteen (15) days from the date of the mailing of the bill by the Franchisee to the Subscriber.

4.3.2 A bill shall not be considered delinquent until at least forty-five (45) days have elapsed from the mailing of the bill to the Subscriber and payment has not been received by the Franchisee, provided that no bill shall be mailed more than fifteen (15) days prior to the date Cable Services covered by such bill commence, except in cases where a Subscriber requests advance billing. Late fees not to exceed the maximum percent allowed by law may be applied to a delinquent bill, so long as the billing dispute resolution procedures set forth in Section 4.4 of this Appendix A have not been initiated.

4.3.3 The Franchisee shall not physically or electronically discontinue Cable Service for nonpayment of bills rendered for Cable Service until: (i) the Subscriber is delinquent in payment for Cable Service; and (ii) at least five (5) days have elapsed after a separate written notice of impending discontinuance has been served personally upon a Subscriber; or (iii) at least eight (8) days have elapsed after mailing to the Subscriber a separate written notice of impending discontinuance (for which postage is paid by the Franchisee), addressed to such Person at the premises where the Subscriber requests billing; or (iv) at least five (5) days have elapsed after a Subscriber has either signed for or refused a certified letter (postage to be paid by the Franchisee) containing a separate written notice of impending discontinuance addressed to such Person at the premises where the Subscriber requests billing. Notice of impending Cable Service discontinuance must clearly state the amount in arrears, the total amount required to be paid to avoid discontinuance of Cable Service, collection fees, if any, reconnection charges if applicable, and the date by which such payment must be made, the location of Service Centers where such payment may be made, or how the Subscriber can get information (e.g., via the Franchisee's website and/or by calling a toll-free number) about the location of each Payment Center where such payment may be made. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment, and the Franchisee shall not be required to issue an additional notice prior to discontinuance.

4.3.4 As described in Section 4.5 of this Appendix A, the Franchisee may under certain circumstances refer a delinquent account to a private collection agency. The Franchisee agrees that it will not, and will instruct all collection agencies collecting delinquent accounts on behalf of the Franchisee not to, refer any delinquent account to a credit agency except if the Subscriber has closed an account with an outstanding balance of more than fifty dollars (\$50) and that balance has been pending for more than ninety (90) days. If, however, the Subscriber subsequently pays the outstanding balance, the Franchisee shall notify any credit agencies that were previously informed of the outstanding balance.

4.4 Procedure for the Resolution of Billing Disputes

4.4.1 The billing dispute resolution procedure shall be initiated once a Subscriber contacts the Franchisee's department which handles billing questions or the Commissioner, in writing, so long as such contact occurs within thirty (30) days from the date of receipt of the bill by the Subscriber. If the Subscriber contacts the Commissioner, the Commissioner shall notify the Franchisee, by mail, by telephone or by electronic

) means, that the dispute resolution procedure has been initiated and the Franchisee shall then contact the Subscriber to discuss the dispute.

4.4.2 The Subscriber shall not be required to pay the disputed portion of the bill until the dispute is resolved. The Franchisee shall not apply finance charges, issue delinquency or termination notices, or initiate collection procedures for the disputed portion of the bill pending resolution of the dispute.

4.4.3 The Franchisee shall promptly undertake whatever review is necessary to resolve the dispute, and shall notify the Subscriber of the results of the review as soon as it is completed, but in no case later than twenty (20) business days after receipt from the Subscriber of the billing dispute, problem or complaint notification.

4.4.4 The Franchisee shall, upon the Subscriber's or the City's written request; notify the Subscriber in writing of its proposed resolution of the billing dispute, shall provide the address and telephone number to be provided from time to time by the Commissioner and by which a Subscriber may notify the City of a billing dispute, problem or complaint, and shall inform the Subscriber that unless an appeal is taken to the Commissioner within ten (10) business days after the date of postmark on the notification letter, the Franchisee's resolution of the dispute shall be considered final. If, in response to a Subscriber's written request, the Franchisee resolves the dispute over the phone or in person, then no written response need be provided to the Subscriber. Where no appeal is taken, the amount the Franchisee claims is due must be paid within twenty (20) days after the date of postmark on the notification letter.

4.4.5 If the Subscriber appeals the Company's resolution within the aforementioned period, the amount under dispute by the Subscriber will not be due until at least one (1) week after the dispute has been resolved by Franchisee.

4.4.6 The procedures set forth in Sections 7.3.1 - 7.3.5 of this Appendix A shall apply to billing disputes appealed to the Commissioner.

4.5 Referral of Delinquent Accounts to a Collection Agency

4.5.1 If the billing dispute resolution procedures have not been initiated, the delinquent account may be referred to a private collection agency for appropriate action no sooner than ten (10) business days after it becomes delinquent or, where a Subscriber voluntarily terminates any Cable Service and the amount due is delinquent but not in dispute, no sooner than ten (10) business days after the final bill is mailed to the Subscriber.

4.5.2 If the billing dispute resolution procedures have been initiated, the delinquent account shall not be referred to a collection agency prior to the conclusion of those procedures, including any appeal to the Commissioner.

4.5.3 The Franchisee agrees that a referral to a private collection agency in violation of Sections 4.3.4, 4.5.1, or 4.5.2 of this Appendix A shall result in injury to the Subscriber which will be difficult to ascertain and to prove. The Franchisee therefore

agrees that, it will send to the affected Subscriber a letter of apology and notify, in writing, the collection agency, copies of which such letter and notice shall be sent to the Commissioner. Further, if any credit agency is contacted by the Franchisee or any collection agency collecting delinquent accounts on behalf of the Franchisee in violation of Section 4.3.4 of this Appendix A, the Franchisee shall, in addition to taking the foregoing actions, (i) notify the credit agency contacted as a result of such referral that the referral was wrongly made and should not adversely affect the Subscriber's credit standing, a copy of which notice(s) shall be sent to the affected Subscriber and the Commissioner.

Section 5 **EQUIPMENT PROVIDED BY THE FRANCHISEE**

5.1 Types of Equipment To Be Provided

5.1.1 The Franchisee shall comply with 47 C.F.R. § 76.1621 or any successor provision thereto.

5.1.2 The Franchisee shall supply a closed caption decoder to any hearing impaired Subscriber who requests one at a charge not to exceed the Franchisee's cost, unless the technology for such decoding is already incorporated in other equipment being provided to the subscriber.

5.2 Terms for Rental and Loaner Equipment

5.2.1 As provided in this Appendix A, the Franchisee may require deposits on certain equipment it provides to Subscribers, provided that the Franchisee shall return to Subscribers their deposits together with a reasonable amount of interest, and provided further that there shall be no discrimination among or between Subscribers in either the requirement for or the amount of any deposit. The Franchisee shall permit the return of such equipment to any Service Center. When equipment is returned, the Franchisee shall either promptly test it to ensure that it is not damaged or waive any damage claims, and shall give the Subscriber a receipt showing, in addition to the date and time of the return and the Subscriber name, the model and serial number of the returned equipment. The Franchisee shall return to the Subscriber his or her deposit, plus interest minus any reasonable amount, if any, deducted for damage to the equipment or the amount of any outstanding balance owed to the Franchisee within the next applicable billing cycle.

5.2.2 If such equipment is lost, damaged or stolen by reason of an intentional, wrongful act by, or the gross negligence of, the Subscriber, or if the Subscriber gives the equipment to a third party to return to the Franchisee and the third party does not do so, then the Subscriber shall be liable for the value of the equipment as determined by the Franchisee and consistent with Franchisee's annually published rates. If such equipment is lost, damaged or stolen through the wrongful act of a third party, or any other event outside the Subscriber's control (such as a burglary or a fire in the Subscriber's building), then the Subscriber shall have no liability for the equipment,

provided that the Subscriber files with the Franchisee a police report on the cause of any such loss, theft or damage to any equipment. The Franchisee shall keep records showing the resolution of Subscriber claims regarding lost, stolen or damaged equipment, which records shall be submitted in written or computer disk form to the Commissioner as the Commissioner may reasonably request from time to time, within fifteen (15) days of such request.

5.2.3 For billing purposes, the return of rental equipment shall be deemed to have taken place on the day such equipment is returned.

5.3 Notice That Equipment Is Available. The Franchisee shall provide in the Welcome Kit information about the availability and function of the equipment described in this Section 5 of this Appendix A, as well as where such equipment may be obtained.

5.4 Demonstration of Equipment. The Franchisee shall provide free demonstration of such equipment at the Service Centers.

Section 6

SERVICE OUTAGES AND SERVICE INTERRUPTIONS

6.1 The Franchisee shall exercise its best efforts to limit any scheduled Outage (as hereinafter defined) of any Cable Service for any purpose to periods of minimum use. Except in emergencies or incidents requiring immediate action, the Franchisee shall provide the Commissioner and all affected Subscribers with prior notice of scheduled Outage, if such scheduled Outages will last longer than four (4) hours.

6.2 Time Periods by Which Outages and Service Interruptions Must Be Corrected and Repairs Made.

6.2.1 The Franchisee shall maintain sufficient repair and maintenance crews so as to be able to correct Outages, Significant Outages, Service Interruptions, Significant Service Interruptions, and other problems requiring repair, within the following time periods:

(i) In the event of an "Outage," which is defined for purposes of this Appendix A as loss of picture or sound on all basic channels or on all channels provided on any other service tier or on one or more premium channels occurring during normal operating conditions that is not caused by the Subscriber's television receiver or the Subscriber and that affects fewer than one hundred (100) Subscribers served from the same VSO, such Outage shall be repaired within forty-eight (48) hours after the Franchisee receives a request for repair service, unless the request is made after 4:00 p.m. on a Friday, in which event the repair shall be made no later than the next business day. For purposes of this Section 6, "loss of picture or sound" shall mean the absence of picture or sound quality that conforms to the requirements of Section 6.2 of the Franchise.

(ii) In the event of a "Significant Outage," which is defined for purposes of this Appendix A as loss of picture or sound on all basic channels or on all

channels provided on any other service tier or on one or more premium channels occurring during normal operating conditions, which is not caused by the Subscriber's television receiver or the Subscriber, and that affects one hundred (100) or more Subscribers served from the same VSO, such Significant Outage shall be corrected within eighteen (18) hours after the Franchisee learns of it.

(iii) In the event of a "Service Interruption," which is defined for purposes of this Appendix A as the loss of picture or sound on one or more cable channels affecting fewer than one hundred (100) Subscribers served from the same VSO, excluding conditions beyond the control of the Franchisee, the Franchisee shall begin working on the problem promptly and in no event later than twenty-four (24) hours after the Service Interruption becomes known.

(iv) In the event of a "Significant Service Interruption," which is defined for purposes of this Appendix A as the loss of picture or sound of one or more cable channels that affects one hundred (100) or more Subscribers served from the same VSO, Franchisee shall repair the problem within forty-eight (48) hours after the Franchisee receives a request for repair service, unless the request is made after 4:00 p.m. on a Friday, in which event the repair shall be made no later than the next business day.

6.2.2 The Franchisee shall maintain, at all times, an adequate repair and service force in order to satisfy its obligations pursuant to the foregoing Section 6.2.1. In order to satisfy its obligations pursuant to Section 6.2.1, in cases where it is necessary to enter upon a Subscriber's premises to correct any reception problem or other service problem, the Franchisee shall make available service calls continuously during the period of 7:30 a.m. to 7:00 p.m. May 1 through October 30 and 7:30 a.m. to 6:00 pm November 1 through April 30 on weekdays and continuously for at least eight (8) hours on each Saturday. During weekday periods, a Subscriber may request any four (4) hour period for the Franchisee to correct any such problem, provided that the Franchisee's customer service representatives shall at all times endeavor to be aware of service or other problems in adjacent areas which may obviate the need to enter a Subscriber's premises. The Franchisee shall provide on Saturday the same level of service it provides during any weekday, such that repair services provided on Saturday are not significantly different than during any weekday (other than a weekday evening).

6.2.3 The Franchisee shall comply with the procedures set forth in Section 11.3 of this Appendix A regarding contact with Subscribers in connection with any visit to a Subscriber's premises in connection with its obligations under this Section 6.2. In no event shall the Franchisee cancel any necessary scheduled service call later than 5:00 pm on the preceding business day, except in circumstances beyond the Franchisee's control.

6.3 Failure To Meet Time Periods May Be Excused. The Franchisee's failure to correct Outages, Significant Outages, Service Interruptions, or Significant Service Interruptions, or to make repairs within the stated time periods shall be excused if the Franchisee could not obtain access to a Subscriber's premises.

6.4 Repair Service and Disconnection Charges. In the event that the Cable Act is amended, or following a final order or determination by a court or regulatory agency having competent jurisdiction, following the exhaustion of all appeals thereto, such that the requirements of this section are not prohibited under applicable law and equivalent obligations are imposed upon all cable operators in the Franchise Area, then the following provisions shall be applicable:

(a) the Franchisee shall not impose any fee or charge any Subscriber for any service call to his or her premises to perform any repair or maintenance work, unless such work was necessitated by an intentional act or negligence of such Subscriber.

(b) The Franchisee shall not charge any fee for disconnection when a Subscriber returns the Company's equipment to a Service Center or via the self-addressed envelope provided by the Company. A fee may, however, be charged if the Franchisee has to collect the equipment from the Subscriber's premises and the Subscriber has been informed in advance of such charge and the alternative methods of returning the Franchisee's equipment. If the Subscriber pays the amount in arrears to the Franchisee when the Franchisee is on the Subscriber's premises to disconnect Service, then the Franchisee may charge the Subscriber a reasonable collection fee, provided that such Subscriber is notified of such collection fee in the notice required by Section 4.3.3.

6.5 Records of Repair Service Requests

6.5.1 Franchisee shall keep records showing in both individual and summary form all requests for repair service received from Subscribers, which shall show, at a minimum, the name and address of the affected Subscriber, the date and the approximate time of request, the date and approximate time the Franchisee responds, the date and approximate time Cable Service is restored, the type and the probable cause of the problem.

6.5.2 Any information in the records required by Section 6.5.1 of this Appendix A may be destroyed six (6) years after such information was collected, unless the Commissioner authorizes the Franchisee, in writing, to destroy any information required by Section 6.5.1 prior to the expiration of such six (6) year period. However, the Commissioner may require the Franchisee to retain such information for a longer period of time, if relevant to an active audit or dispute, or may require that the information be turned over to the Commissioner in lieu of its destruction.

6.5.3 The Franchisee shall submit to the Commissioner a report in such form and containing such information as the Commissioner may reasonably request, not including specific Subscriber names or addresses, summarizing the information contained in the records required by Section 6.5.1 of this Appendix A in written or computer disk form on a quarterly basis, such report to be submitted by the forty-fifth (45th) day following the end of each calendar quarter. Upon request of the Commissioner, the Franchisee shall cooperate in good faith with the Commission to verify and supplement the information contained in the report required by the preceding sentence and the

Franchisee's compliance with its obligations under Section 6.5.1 of this Appendix A; provided, however, that nothing herein shall be construed to require the Franchisee to disclose any records or information, the disclosure of which would be inconsistent with Franchisee's obligations pursuant to applicable state or federal privacy laws, including, but not limited to, any records or information collected and retained by the Franchisee pursuant to Section 6.5.1 hereof. The Commissioner may waive the submission of such reports as the Commissioner deems appropriate.

6.5.4 In addition to providing the foregoing records, commencing six (6) months from the Effective Date hereof and subject to the confidentiality provisions of Section 11.1 of the Franchise, Franchisee shall submit to the Commissioner, within forty-five (45) days of the end of each calendar quarter during the Term hereof, a report setting forth the number of Significant Outages which occurred during the preceding calendar quarter, summarized by both Borough and VSO.

6.6 Plan for Correction. In the event the Commissioner notifies the Franchisee in writing that DoITT has determined that there has been an excessive number or identified a routine pattern of Significant Outages in any Borough or community served by a particular VSO, Franchisee shall submit to the Commissioner, on a quarterly basis within forty-five (45) days of the end of each applicable calendar quarter during the Term hereof and subject to the confidentiality provisions of Section 11.1, a "Plan for Correction" outlining Franchisee's plan for minimizing the occurrence of such Significant Outages in the applicable Borough or community. Franchisee's obligation to submit such quarterly Plan for Correction pursuant to this Section 6.6 shall cease upon Franchisee's demonstration, to the reasonable satisfaction of the Commissioner, that Franchisee has minimized the occurrence of Significant Outages in the applicable Borough or community for two (2) consecutive calendar quarters.

Section 7 SUBSCRIBER COMPLAINTS

7.1 Operation of the Service Centers and Payment Centers. As set forth in Section 3 of this Appendix A, the Franchisee shall operate its Service Centers, train its employees and maintain its telephone lines so that Subscribers' complaints are resolved quickly, professionally and politely. The Franchisee agrees to use reasonable efforts to monitor Franchisee's Payment Centers to ensure that such Payment Centers are operating in a manner consistent with the terms of this Appendix A, to the extent applicable; provided, however, that nothing herein shall be construed to limit any rights Franchisee may have or liabilities Franchisee may incur pursuant to applicable law or the terms of this Appendix A. For purposes of this Appendix A, "Payment Center" shall be defined as "a facility operated by a third party where Subscribers may make payments."

7.2 Time Period for the Resolution of Complaints. Except where another time period is required by any other provision of this Appendix A or this Agreement, the Franchisee shall make its best efforts to resolve all complaints received by the Franchisee

within ten (10) business days, or earlier to the extent practicable. Within two (2) business days of receiving a written complaint or a complaint forwarded to the Franchisee by the Commissioner, the Franchisee shall notify the Person who made the complaint, either by telephone or in writing, that the complaint has been received and that the Franchisee will make its best efforts to resolve such complaint within ten (10) business days of receipt of such complaint by the Franchisee. Complaints which constitute billing disputes shall be subject to the procedures set forth in Section 4.4 of this Appendix A in lieu of the requirements of this Section 7.2.

7.3 Appeal of a Resolution to the Commissioner

7.3.1 As provided in Section 2.1.1 (vi) of this Appendix A, a Subscriber may notify the Commissioner about a complaint that is not resolved to the Subscriber's satisfaction. As set forth in Section 2.1.1(vi) of this Appendix A, the Franchisee shall also provide notice in the Welcome Kit of the right described in the preceding sentence.

7.3.2 The Commissioner shall notify the Franchisee by mail, telephone, or electronic means, of any such appeal within one (1) week after it is received by the Commissioner.

7.3.3 If the Franchisee's stated resolution of the complaint is appealed to the Commissioner, then the Franchisee shall assist the Commissioner in the investigation thereof by the Commissioner, by providing or making available whatever documents, materials or other types of information are reasonably requested by the Commissioner.

7.3.4 The Commissioner shall have thirty (30) days in which to complete the investigation and to notify the Franchisee of the manner in which the Commissioner believes the dispute should be resolved. Before completing the investigation, the Commissioner shall consult both with the Person who registered the complaint and with the Franchisee; provided, however, that final resolution of any dispute shall be in Franchisee's sole discretion, to the extent such resolution is not inconsistent with this Agreement, applicable federal, state, or local laws.

7.3.5 Complaints may be referred to the Commissioner before the Franchisee has issued a resolution, if the Franchisee has exceeded the time allowed for resolving complaints under Section 7.4 of this Appendix A.

7.4 Referral of Complaints from the Commissioner to the Franchisee

7.4.1 If the Commissioner is contacted directly about a complaint concerning the Franchisee, the Commissioner shall notify the Franchisee.

7.4.2 Within ten (10) business days after being notified about the complaint, the Franchisee shall issue to the Commissioner a report detailing the investigation thoroughly, describing the findings, explaining any corrective steps which are being taken and indicating that the Person who registered the complaint has been notified of the resolution.

7.5 Complaint Records

7.5.1 The Franchisee shall maintain complaint records, which shall record the date a complaint is received, the name and address of the affected Subscriber, a description of the complaint (which may be located in the "comments" section of the Franchisee's records), the date of resolution, a description of the resolution and an indication of whether the resolution was appealed to the Commissioner.

7.5.2 Any information in the records required by Section 7.5.1 may be destroyed six (6) years after such information was collected, unless the Commissioner and the Comptroller authorize the Franchisee, in writing, to destroy any information required by Section 7.5.1 prior to the expiration of such six (6) year period. However, the Commissioner may require the Franchisee to retain such information for a longer period of time, if relevant to an active audit or dispute, or may require that the information be turned over to the Commissioner in lieu of its destruction.

7.5.3 The Franchisee shall submit to the Commissioner the records required by Section 7.5.1 of this Appendix A, in summary form only, in written or electronic form on a quarterly basis; provided, however, that nothing herein shall be construed to require the Franchisee to disclose any records or information, the disclosure of which would be inconsistent with Franchisee's obligations pursuant to applicable state or federal privacy laws, including, but not limited to, any records or information collected and retained by the Franchisee pursuant to Section 7.5.1 hereof.

7.5.4 In addition to providing the foregoing records, commencing six (6) months from the Effective Date hereof and subject to the confidentiality provisions of Section 11.1 of the Franchise, Franchisee shall submit to the Commissioner, within forty-five (45) days of the end of each calendar quarter during the Term hereof, a report setting forth the following information with respect to Subscriber complaints:

- (i) the total number of complaints received by Franchisee in each Borough and by VSO;
- (ii) the nature and current status of all complaints received by Franchisee in each Borough and VSO, described in appropriate sub-categories, including, but not limited to, billing, equipment related issues, installation related issues, credit adjustments, missed appointments and service calls, and such other complaint categories as may be tracked in Verizon's internal customer service system; and
- (iii) the percentage of complaints resolved and percentage of complaints outstanding in each Borough and VSO.

Section 8 **NOTICE**

8.1 Notice Required

8.1.1 The Franchisee shall provide notice to the Commissioner and all Subscribers of any of the following changes, which notice shall be provided no later than thirty (30) days prior to the effective date of any such change (provided, however, all such notices shall be provided in a manner consistent with NY PSC rules), unless the Franchisee does not know of such change at that time, in which case the Franchisee must provide such notice: (a) within five (5) business days of the date upon which the Franchisee first knows of such change, in writing to the Commissioner and electronically on the Channel on which available Cable Services are listed or any other Channel as may be designated by the Franchisee, at least ten (10) times a day during the two (2) week period immediately following such fifth business day, and (b) to all affected Subscribers in the earliest practicable monthly bill sent to Subscribers or a separate mailing made within the same period following such change:

(i) any change in the rates or charges or significant terms or conditions for the receipt of any Cable Service (provided that any such notification may be provided solely via email or via U.S. mail); or

(ii) any significant change in billing practices (provided that any such notification may be provided solely via email or via U.S. mail)

(iii) any notices with respect to programming or network changes as required under NYCLS Pub. Ser. §224-a.

The foregoing notice requirements are in addition to the notice requirements contained elsewhere in this Appendix A, including those regarding the termination of Cable Service and Outages and Service Interruptions.

8.1.2 The Franchisee shall post on the earliest practicable date at any affected Service Centers any anticipated change in the location or significant changes in the hours of operation of such Service Centers.

8.1.3 The Company shall, as part of any annual updates to its Subscriber Handbook, list any significant change of any of the policies or other information set forth in the Subscriber Handbook. On its website the Company shall make available the most current version of its Subscriber Handbook.

8.1.4 Unless otherwise explicitly provided, all notices required by Section 8.1.1 shall be in writing no later than the periods specified in Section 8.1.1, except that any notice in connection with a change in Channel Position or an increase or decrease in the number of hours a Cable Service is carried over the System may be provided electronically on the System, so long as such electronic notice is made at least ten (10) times a day during the two (2) week period prior to the effective date of such change. All notices required by Section 8.1.1 of this Appendix A shall specify, as applicable, the Cable Service or Cable Services affected, the new rate, charge, term or condition, the effect of the change, and the effective date of the change.

8.1.5 The Franchisee shall comply with any and all applicable state and local law notice requirements including, but not limited to, those required by

Section 224-a of the New York Public Service Law and Section 890 of the NY PSC regulations.

Section 9

TERMINATION OF SERVICE AND DISCONNECTION

9.1 Notice of Termination of Service. As described in Section 4.3.3 of this Appendix A, the Franchisee may terminate Cable Service to any Subscriber whose bill has not been paid after it becomes delinquent, so long as the Franchisee gives proper notice to the Subscriber as provided in Section 4.3.3 of this Appendix A and the billing dispute resolution procedures have not been initiated.

9.2 Termination on Sundays, Holidays or Evenings. The Franchisee shall not terminate Cable Service to Subscribers at any time when the Service Centers are closed.

9.3 Resubscription to Cable Service. The Franchisee shall not refuse to serve a former Subscriber whose Cable Service was terminated by the Franchisee, so long as all past bills and late charges have been paid in full, and subject to verification that any such Subscriber has a credit rating acceptable to Franchisee.

9.4 Length of Time to Disconnection. If disconnection occurs at the Subscriber's written or oral request, then, for billing purposes, it shall be deemed to have occurred three (3) days after the Franchisee receives the request for disconnection unless (i) it in fact occurs earlier or (ii) the Subscriber requests a longer period.

9.5 Scheduling Appointments. The Franchisee shall provide Subscribers with "appointment window" time blocks of no more than four (4) hours on weekdays running continuously from 7:30 a.m. to 9:00 p.m. for selection of Subscribers, during which its work crew shall visit the Subscriber's premises to disconnect service and to remove any Franchisee equipment. On Saturdays, the Franchisee shall also provide such service disconnection and equipment removal at any time between 9:00 a.m. to 5:00 p.m., but may, in its sole discretion, choose not provide "appointment window" time blocks. Further, the Franchisee shall comply with the procedures set forth in Section 11.3 of this Appendix A regarding contact with Subscribers in connection with any visit to a Subscriber's premises in connection with its obligations under this Section 9.5.

Section 10

CREDITS

10.1 Grounds. As a result of the Franchisee's failure to comply with these consumer protection standards, the Franchisee shall provide to each affected Subscriber or potential Subscriber, as applicable, the following credits:

(i) for any Significant Service Interruption as defined in Section 6.2 which lasts more than four (4) continuous hours in any twenty-four (24) hour period (provided that, to the extent access to the Subscriber's premises is required to effect such repair, the Subscriber has granted the Franchisee such access), a minimum credit in an amount equal to one-thirtieth (1/30) times the recurring charges for Cable

Services (i.e. all charges for Cable Service minus non-recurring charges, such as installation and pay-per-view charges) to be charged to the affected Subscriber for the then current monthly billing period for the Cable Service(s) as to which the Significant Service Interruption occurred for each twenty-four (24) hour period during which a Significant Service Interruption continues for at least four (4) continuous hours, provided that: (i) the affected Subscriber has reported the Significant Service Interruption to the Franchisee and (ii) the Franchisee has verified that the reported Significant Service Interruption has occurred consistent with the Subscriber's claim;

(ii) for any Outage as defined in Section 6.2 which lasts more than four (4) continuous hours in any twenty-four (24) hour period (provided that, to the extent access to the Subscriber's premises is required to effect such repair, the Subscriber has granted the Franchisee such access), a minimum credit in an amount equal to one-thirtieth (1/30) times the recurring charges for Cable Services (i.e. all charges for Cable Service minus non-recurring charges, such as installation and pay-per-view charges) to be charged to the affected Subscriber for the then current monthly billing period for the Cable Service(s) as to which the Outage occurred for each twenty-four (24) hour period during which a Service Outage continues for at least four (4) continuous hours, provided that (i) the affected Subscriber has reported the Outage to the Franchisee and (ii) the Franchisee has verified that the reported Outage has occurred consistent with the Subscriber's claim;

(iii) for any Significant Outage, as defined in Section 6.2, which lasts more than four (4) continuous hours in any twenty-four (24) hour period (provided that, to the extent access to the Subscriber's premises is required to effect such repair, the Subscriber has granted the Franchisee such access) a minimum credit in an amount equal to one-thirtieth (1/30) times the average bill for recurring charges for Cable Services (i.e., all charges for Cable Service minus nonrecurring charges, such as installation and pay-per-view charges) to be charged to the affected Subscribers in the affected area for the then current monthly billing period for the Cable Service(s) as to which the Significant Outage occurred for each twenty-four (24) hour period during which the Significant Outage persists for at least four (4) hours, provided that: (i) the affected Subscriber has reported the Significant Outage to the Franchisee and (ii) the Franchisee has verified that the reported Significant Outage has occurred consistent with the Subscriber's claim;

(iv) for a failure of a Verizon representative to arrive at the Subscriber's premises within the appointment window period for repair service calls, a credit of \$25 will be applied to the customer's bill in the next available billing period. However, to the extent the Subscriber is not available when the crew arrives or if the crew does not have appropriate access to the Subscriber premises in order to address the service issue, this credit will not apply.

10.2 Application of Credits. With respect to any credit described in Section 10.1(i)-(iii), the Company shall, upon request of or notice from a Subscriber, provide a credit on such Subscriber's bill for Subscribers affected by a Significant Service Interruption, Outage or Significant Outage. With respect to any credit described in Section 10.1(iii), the Company shall automatically (without requiring a request from

each Subscriber) provide a credit on each Subscriber's bill for Subscribers affected by a Significant Outage that occurs, at least in part, between 6:00 p.m. and 12:00 a.m. In the event the Franchisee cannot determine all Subscribers affected by a Significant Outage in excess of four (4) continuous hours or no part of such Significant Outage occurs between the hours of 6:00 p.m. and 12:00 a.m. then Franchisee shall provide a credit to any eligible Subscriber who makes application therefor by either written or oral notice within ninety (90) days of such Significant Outage.

Section II

MISCELLANEOUS REQUIREMENTS

11.1 Charge for Downgrades. The Franchisee may impose a charge upon a Subscriber for any downgrading of a Subscriber's Cable Service in accordance with Section 890.63 of the PSC regulations.

11.2 Overpayment Credits. If, at any time, the Franchisee becomes aware or if it is determined that a Subscriber is entitled to credit(s) otherwise than as a result of the operation of Section 10 of this Appendix A, the Franchisee shall (i) promptly credit such Subscriber's account, or (ii) in the event the Subscriber has terminated service, promptly issue a check.

11.3 Procedures for Contacting Subscribers. Following the scheduling of an appointment with any Subscriber within the time periods specified elsewhere in this Appendix A (the "appointment period"), the Franchisee shall:

(i) make a reasonable effort, within a reasonable time prior to the appointment period, to telephone the Subscriber or potential Subscriber to confirm the appointment, provided, however, that the obligation to make such telephone call shall not apply where the appointment is scheduled to occur: (i) within forty-eight (48) hours of the initial scheduling of the appointment or (ii) before or during the next business day if the request is made after 4:00 p.m. on a Friday. If such telephone call is not answered, in person or by an answering machine, the Franchisee shall use best efforts to make a second call to such Subscriber or potential Subscriber within a reasonable time thereafter to confirm the appointment; and

(ii) during the appointment period, either: (a) arrive at the Subscriber's or potential Subscriber's premises, as promised, or (b) prior to such arrival, telephone the Subscriber's or potential Subscriber's premises to determine whether the Subscriber is present during such appointment period. If, upon arrival at the Subscriber's or potential Subscriber's premises, the Franchisee is not able to secure access to the premises, the Franchisee's employee or representative shall make a reasonable effort to arrange for the premises to be telephoned immediately to determine whether the Subscriber or potential Subscriber is present. If such telephone call is not answered in person, the Franchisee shall, if possible, leave a notice under the door of the premises advising that the Franchisee did arrive at the premises during the appointment period, and the completion of such tasks shall be deemed an appropriate cancellation by the Franchisee of the scheduled appointment. In the event that, prior to arrival at the

Subscriber's or potential Subscriber's premises, the Franchisee telephones the Subscriber to determine whether the Subscriber is present at the premises and such call is not answered in person or by a device which states that the Subscriber is, in fact, present and awaiting the Franchisee's arrival, then the Subscriber shall be deemed to have cancelled the scheduled appointment.

(iii) From time to time, the Franchisee may use contractors or subcontractors to perform work at a Subscriber's premises. If the City receives a significant number of complaints from Subscribers regarding confusion in identifying such contractors or subcontractors performing work at Subscribers' premises, the City and Franchisee shall discuss and mutually agree upon a practice to address such issue.

11.4 Receipts. In connection with any transaction between the Franchisee and a Subscriber which involves a visit to a Subscriber's premises or place of business, the Franchisee will, in each such case when requested by the Subscriber, provide such Subscriber a written receipt briefly describing such transaction and the date and time thereof. The Franchisee shall reasonably seek to inform each such Subscriber in writing of the availability of such a receipt.

11.5 Governing Federal and State Law. In the event that any of the provisions of this Appendix A of this Agreement are preempted by and unenforceable under any rules or regulations promulgated by the NY PSC, adopted by the New York State legislature, the FCC or the United States Congress, the rules or regulations adopted by the applicable governing body or regulatory agency shall govern and the Franchisee's compliance with such rules or regulations shall be deemed satisfactory performance.

Section 12

FAILURE TO COMPLY WITH THESE REQUIREMENTS

12.1 Material Requirements. Any breach, default, failure or other noncompliance by the Franchisee in the performance of any obligation of the Franchisee under this Appendix A shall constitute a Default as defined in Section 15.1 of the body of this Agreement. Any such Default that constitutes substantial and material Default shall fall within the scope of Section 15.6.11 of the body of this Agreement and any persistent or repeated pattern of such Defaults shall fall within the scope of Section 15.6.11 of the body of this Agreement, provided that no substantial and material Default nor any persistent or repeated pattern of action or inaction in connection with this Appendix A shall be deemed to fall within the scope of Section 15.6.11 of the body of this Agreement by reason of actions or inactions which are taken in the good faith belief that such do not constitute a Default, during pendency of a good faith dispute as to whether such actions or inactions at issue constitute a Default.

12.2 Reporting. The Franchisee shall provide reports documenting its compliance with the requirements of this Appendix A and other customer service matters as set forth in Exhibit 2 attached hereto and made a part hereof.

Section 13

ANNUAL CABLE CONSUMER REPORT CARD

13.1 Annual Cable Consumer Report Card Requirements. The Franchisee shall provide an Annual Cable Consumer Report Card setting forth the information described in Exhibit 3 attached hereto and made a part hereof; provided, however, that Franchisee's obligation to provide such Annual Cable Consumer Report Card shall not commence until forty-five (45) days from the end of the first full calendar year in which each cable operator in the Franchise Area, or portion thereof, is subject to a substantially equivalent obligation as contemplated under this Section 13.1 pursuant to the terms of a valid and effective cable franchise agreement by and between each such respective cable operator and the City.

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Exhibit 1 to Appendix A

[Intentionally Omitted]

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CONSUMER PROTECTION REPORTING REQUIREMENTS

SERVICE REPORTS

Significant Outage Report (Quarterly)

The Franchisee shall provide reports of Significant Outages, Significant Outage Reports, containing the date, time, location, number of homes affected, cause and duration of each outage, and such other information as the Commissioner shall reasonably require. Franchisee shall also include information related to automatic credits provided to Subscribers in relation to Significant Outages reported.

Interconnection Report (Upon Request)

Upon request of the Commissioner, the Franchisee shall submit to the Commissioner a report detailing its compliance with the requirements set forth in Section 8.1.6 of the Agreement.

TELEPHONE REPORT

A report containing the information detailing compliance with the standards required in Section 3.4.1 of Appendix A of the Agreement shall be submitted to the Commissioner in the form contained in the attached exhibit and according to the definitions set forth herein. Such report shall be submitted on a quarterly basis, except that a report regarding Supervisor Callback Within Four Hours shall be supplied upon request. If due to technological, service or other changes the Franchisee believes changes in the form of this report is appropriate, the Franchisee may petition the Commissioner for a change in form, which the Commissioner may grant if in his or her discretion such a change is in the interest of subscribers. To the extent there are references below to voicemail systems or other call response methods that the Company does not utilize, those sections shall not apply.

A. Telephone Reporting Definitions

1. Calls Offered.

All "calls" other than those which receive busy signals, made to the Franchisee's sales, service, pay-per-view (other than pay-per-view automatic ordering), billing and any other lines for subscribers or potential subscribers (in short, all lines other than the Franchisee's business office lines and its automated pay-per-view ordering lines), twenty-four (24) hours a day. All calls described in this report may be initiated by a voice response unit rather than a live representative.

2. Calls Handled.

All Calls Offered to the VRU which are not Lost Calls (see below).

3. Lost Calls.

a. Number: All Calls Offered which request, or hold for, a live customer service representative ("CSR") (i.e., calls which neither request an automated response nor leave a taped message, or request an automated response then continue to hold for a CSR) but hang up before a live CSR comes to the phone.

b. Percent: Percentage of Calls Offered which are Lost Calls.

4. Average Wait Time.

"Wait Time" is defined as the number of seconds a caller waits, after the conclusion of recorded or automated phone system instructions and routing, before the earliest of the following occurs: a live CSR comes to the phone, or the caller leaves a recorded message, or the caller hangs up. Average Wait Time is the total Wait Time of all Calls Offered, which remain on the line after the commencement of Wait Time until they receive service from a live CSR, leave a recorded message, or hang up, divided by the number of such calls. Calls Offered which hang up prior to the commencement of Wait Time will not be counted in either the numerator or denominator of this calculated average, nor will any After Hours calls.

5. All Trunks Busy.

The Total amount of time in the reporting period during which the level of use of the Franchisee's phone lines was such that a caller attempting to call any one of the phone lines included in Calls Offered would have received a busy signal (a period is considered within All Trunks Busy if, for example, all "service" lines are busy, even if "billing" lines are available, unless the Franchisee's system automatically rolls calls from occupied lines into available lines).

6. Overflow Device. (During Normal Hours).

a. Total Calls Seeking CSR:

All Calls Offered during Normal Hours which remain on the line at the conclusion of any recorded or automated phone system instructions and routing. This should be the same number as the denominator in the calculation of Average Wait Time.

b. Calls Receiving CSR Within Thirty (30) Seconds:

The number of Total Calls Seeking CSR which were picked up by a live CSR within 30 seconds of the commencement of Wait Time. This number shall not include any calls picked up by a CSR after thirty (30) seconds of Wait Time has run, or any calls which leave a message, or any Lost Calls.

c. Total Messages Left:

The number of Total Calls Seeking CSR which leave messages. The number in this category when added to the number in the Calls Receiving CSR Within Thirty (30) Seconds category will add up to less than Total Calls Seeking CSR, because the following types of Total Calls Seeking CSR will not be included in either category: calls which are lost because the caller hangs up after thirty (30) seconds without leaving a message and callers who receive help from a CSR after waiting more than thirty (30) seconds.

d. Messages Requiring Callbacks:

The number of Total Calls Seeking CSR which leave messages which require callbacks. The difference between this category and Total Messages Left will be callers who leave messages which do not require further contact (because, for example, the caller's message reports an outage or other problem which was resolved shortly after the call, or the message simply reports an opinion on programming content) or are unreturnable (because, for example, the caller left no phone number or identification).

e. Messages Returned Within One (1) Business Day:

This is the number of Messages Requiring Callbacks which were returned within one (1) business day (including both calls which are successfully completed and calls in which the customer does not answer the phone).

f. Automated Calls Within Thirty (30) Seconds:

The number of Calls Offered which are handled by automated interaction between the customer and the telephone and/or billing system. This number shall not include any calls which roll over to the overflow device or during which for any other reason the automated response to the caller does not commence within thirty (30) seconds of the conclusion of initial recorded or automated phone service instructions and routing.

7. After Normal Hours.

a. Calls Offered After Hours:

All Calls Offered which come in After Hours. (These calls are separate from the Overflow Device category because all After Hours callers who remain on the line after recorded and automated information has been offered are immediately rolled into the message recording system, with no regular CSR availability).

b. After Hours Messages Returned Within One (1) Business Day:

Defined in the same manner as Messages Returned Within One (1) Business Day, except this category covers the messages received After Hours.

8. Supervisor Callback Requests:

All Calls Offered, requesting contact with a supervisor, including both requests made to live CSRs as well as requests left on recorded messages.

9. Supervisor Callback Within Four Hours:

All supervisor Callback requests which are returned by a supervisor within four (4) "calling hours." "Calling hours" are defined as 9 a.m. to 10 p.m. on weekdays, 10 a.m. to 10 p.m. on weekends. (It is recognized that some late evening callers requesting a supervisor may request that a callback be made later than the early morning hours of the following day. While such callbacks should not be included in Supervisor Callback Within Four Hours, it is understood that callbacks that take longer than four hours at the request of the caller are acceptable exceptions to the four hour requirement, provided the Company keeps records of such requests and makes them available to the Commissioner at the Commissioner's request.)

ANNUAL CABLE CONSUMER REPORT CARD

Subject to the terms of Section 13.1 hereof, within forty-five (45) days from the end of each calendar year, Franchisee shall post on its website, and provide to the leasing or sales office of each MDU with which Franchisee has executed a marketing agreement for Cable Service, an Annual Cable Consumer Report Card setting forth the following information on a City-wide basis:

(1) Customer service performance information, including:

- (a) Percentage of calls answered by voice response units ("VRU");
- (b) Percentage of calls abandoned by VRU; and
- (c) Percentage of busy calls by VRU.

(2) Subscriber rights and remedies, including but not limited to contact information related to Subscriber complaints and customer service within Verizon, as well as contact information for DoITT for Subscriber issues, Subscriber credit policy, privacy notice, and billing (including a statement that Subscribers may, upon request, receive a written description of any resolution of a billing dispute) and payment information.

(3) Price of services information.

(4) Content/channel changes and improvement information.

(5) Significant Outage information, including:

- (a) Summary of categories of Significant Outages that occurred by VSO, in the Franchise Area during the preceding calendar year;
- (b) Percentage of each category of Significant Outage that occurred by VSO in the Franchise Area during the preceding calendar year; and
- (c) Remedies performed Franchisee for each category of Significant Outage during the preceding calendar year.