

as such regulations may be supplemented or amended from time to time, including, without limitation, Subpart K - "Technical Standards" (Sections 76.601 through 76.617) of the FCC Rules and Regulations for Cable Television Systems.

**2.3 Maintenance.** Operator shall maintain the Service to provide television transmission in accordance with the standards provided for in Section 2.2, and shall provide routine maintenance for parts and equipment. Operator, or its designated subcontractors, shall be available to receive service calls from residents and shall respond to such calls within 24 hours or as reasonably practical. Owner shall in no way be responsible for any service requests from residents with respect to the operation of the Service.

**2.4 Insurance and Indemnification.** Operator shall maintain public liability insurance in connection with its responsibilities hereunder in the amount of not less than (i) \$500,000 for personal injury or death to one person with a limit of \$1,000,000 for personal injury or death resulting from any one accident; and (ii) \$100,000 for property damage resulting from one accident. Such policy or policies shall name Owner as an additional insured, and Owner shall be provided with copies of such policies at its request.

Each party agrees to obtain and maintain such other policies of insurance as it deems necessary to insure it against losses arising out of its respective interest under this Agreement.

Operator shall indemnify and hold harmless Owner, its partners, agents and employees from and against any and all liability, suits, judgments, costs and expenses, including attorneys' fees, arising from any injury to, or death of, any person or persons or damage to property as same may be related to the installation or operation of the Service and/or act, omission or negligence of Operator, its agents, contractors, employees or licensees.

**2.5 Damage or Destruction of HEADEND and/or CATV.**

(a) **Operator's Responsibilities.** Operator shall be responsible for damage to or destruction of the HEADEND and/or CATV caused by fire or other casualty or the negligence of Operator, its agents and employees, damage to the person or property arising from the installation, use or repair of the HEADEND (except to the extent such damage is occasioned by the negligence of Owner, its employees and agents).

(b) **Owner's Responsibilities.** In the event the HEADEND and/or the CATV shall be damaged by the negligence or willful acts of the Owner, its employees or agents, then Owner shall be responsible for any repairs and/or replacements required as a result of such damage.

**2.6 Franchise or Management Fees.** Operator shall be solely responsible for the collection of, installation, subscription or any other fees or charges from subscribers who reside on the Property, and Owner shall not be liable or responsible for any non-payment or delinquent payment by the subscribers. During the terms of this Agreement, Operator shall pay to Owner the Franchise Fee specified in Exhibit B attached hereto and made a part hereof. The payment to Owner shall be made on or before the fifteenth (15th) of each month with respect to the preceding month's operations. The payment shall be accompanied by statements indicating the total charges received by Operator from the subscribers at the Property.

**2.7 Compliance with Laws.** Operator shall operate the Service in accordance with the federal, state and local laws, if any, which may be applicable thereto and shall procure any and all certificates from any governmental authority as may be necessary to install, operate and maintain the Service.

**3. Obligations of Owner.** Owner shall have the following obligations:

**3.1 Access of Operator.** Owner shall, during the term of this Agreement, provide Operator with such access, use and occupancy as is reasonably necessary and convenient for Operator to operate the Service in the manner contemplated by this Agreement, including such access required to continue service to residents who elect not to subscribe to thereto or who fail to pay for the same in a timely manner; provided Owner shall not be required to take any actions beyond those allowed in applicable leases and under applicable law.

**3.2 Permits.** Owner shall cooperate with Operator in obtaining such permits, consents, licenses and any other requirements necessary for Operator to