

## EXHIBIT D

### **Interpretation of certain provisions of Cable Television Consumer Protection Policy Franchise Section 10.1 (B)**

With Grantee and the City both reserving their respective rights under applicable law, Grantee and the City agree that the interpretations set forth in this Exhibit shall control on the related requirements set forth in the Cable Television Consumer Protection policy as adopted by the City Council:

#### **Local Office and Office Hours**

During the term of the Franchise, if Grantee chooses to no longer maintain a physical customer service center and bill payment office in the Franchise Area at locations that are convenient to subscribers and the public, the City and Grantee agree that “convenient” shall be interpreted to require Grantee, at a minimum, to:

- (a) provide for the pick up or drop off of equipment free of charge by means of Grantee picking up equipment from a Subscriber’s residence,
- (b) provide Subscriber with a pre-paid mailer; and
- (c) provide for Subscriber bill payments over the phone free of charge through a live, qualified Grantee customer service representative.

#### **Telephone Answering Standard**

During the term of the Franchise, the City and Grantee agree that “Telephone Answering Time” shall be interpreted to require Grantee, under Normal Operating Conditions, to meet the specified standard for all calls received to be answered within thirty (30) seconds and, if the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Grantee shall meet this standard for ninety percent (90%) of the calls Grantee receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by Grantee at all call centers receiving calls from Subscribers, whether answered by a live representative, an automated attendant, or abandoned after 30 seconds of call waiting.

#### **Notice Requirements**

During the term of the Franchise, the City and Grantee agree that Notice Requirements requiring 30-days advance written notice to Subscribers shall not be interpreted to require Grantee to provide such notice in the following limited situations:

- (a) changes to Pay-Per-View or on-demand programming rates, so long as all applicable rates and charges are fully, clearly and accurately disclosed to Subscribers when services are ordered;
- (b) the addition of programming, channels or services to an existing programming package or service tier; and
- (c) relocation of channels within an existing service tier or programming package so long as no overall reduction in channels or programming results.