

BIRMINGHAM AREA CABLE BOARD MEETING

Wednesday, February 15, 2017 at 7:45 am

***Village of Beverly Hills

Council Chambers***

18500 West 13 Mile Road

1. Roll Call
2. Approve Meeting Minutes For Cable Board Meeting of January 18, 2017-M
3. Public Comments
4. Municipal Support Services Grant Request- Village of Bingham Farms-M
5. Authorization to Purchase Additional DAC Output Board (additional cost than previously authorized)-M
6. Authorization to Purchase Winter Uniforms for BCTV Staff & Volunteers - M
7. Committee Reports
 - a. Cable Action Committee
 - b. PEG Committee
8. Executive Director's Report
9. Provider Related Topics
 - a. Comcast
 - b. AT&T
 - c. WOW
10. BAPA/BAMA Report
11. Old Business
12. New Business
13. Public Comments
14. Board Comments
15. Adjourn

PEG Committee meeting immediately following BACB meeting

BIRMINGHAM AREA CABLE BOARD MEETING MINUTES – January 18, 2017

Present: Bozell, Eick, Heldt, McLain, Weller – Birmingham
 Borgon, Delaney (alternate), Gugni – Village of Beverly Hills
 Ettenson – Village of Bingham Farms
 Stakhiv – Village of Franklin

Absent: McAlear – Birmingham
 Maly, Verdi-Hus – Village of Beverly Hills

Also Present: White – Executive Director
 Currier – Attorney for Cable Board
 Rota – Bloomfield Community Television
 Black – Bloomfield Community Television

McLain called the meeting to order at 7:48 AM in the Birmingham Public Schools' Education & Administration Center, Evergreen Room, 31301 Evergreen Road, Beverly Hills, MI.

APPROVE MINUTES OF CABLE BOARD MEETING HELD December 21, 2016

Motion by Ettenson, seconded by Heldt to approve the minutes of the Regular Cable Board Meeting on December 21, 2016, as presented.

Motion passed.

PUBLIC COMMENTS

Robert Ottaway is a Birmingham resident, Attorney and past President of Michigan Association of Broadcasters, related his frustrating experience with Comcast Customer Service when trying to cancel service at his advertising business in Troy and the confusion in the commercial billing. For these reasons he requested that BACB be more pro-active on behalf of the “little people” and make a difference. He had some suggestions which BACB might want to explore and consider, such as Comcast Customer Service providing a Reference Number to the customer and including the Board's contact information printed on the bill.

Stakhiv has had a lot of experience with Comcast about many issues and had some suggestions. When speaking with someone at the cable company she always requests the employee's ID number. If an issue is not resolved after her first call she will call the BACB Executive Director, Cathy White, for assistance. She noted that Comcast's Customer Service is getting better but was still lacking. Recently she has been requesting a Claim Number for future references but has never been given one. Stakhiv knows and understands the process and is willing to help any and all residents through it. If need be, she will intercede with the Cable Board on the residents' behalf.

Ettenson was curious as to the comparison of Comcast's Customer Service and that of the area utility companies. Ottaway replied that the energy company was far superior.

For the public's benefit, McLain noted that everyone on the Board is a volunteer with the exception of the Executive Director who is a paid employee. The members are passionate about “the little guy” as they are all “little guys”. Board members do not get preferential treatment when they call Customer Service. In fact, she will sometimes call her provider from a phone

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which cannot be associated with her name because she wants the exact same experience as everyone else. She admitted that half the time it's OK and half the time it's horrible. The area has three (3) providers: Comcast, AT&T, and WOW. There is a difference between home service and commercial service, but not all providers have the two (2) different services. The Board can't dictate how the providers do business but it can work to make the process better by educating and informing the consumers and that is the BACB's primary goal. She re-iterated that if a Board member has a complaint and it is not resolved, the Board member, like any resident, can submit it to the Executive Director for an escalation. Such problems can be and sometimes are shared at the monthly televised Board meetings, including the frustration regarding the return of equipment at certain locations. She agreed with Ottoway that she wished more of the public was aware that this Board existed and what it does. She feels that the best way to represent the citizens in the communities is to have an open dialogue with the providers and having them attend the Board meetings.

Kyle Mazurek, Comcast Representative, was in attendance. McLain confirmed that with the exception of the BACB's phone number, which is on the bottom of the bill, no other Cable Board information is allowed to be printed on the Comcast bill.

McLain explained the responsibilities and obligations the Cable Board has to the residents. She added that the Cable Board puts articles in the different community magazines and the public can always go to the Cable Board website.

Stakhiv added that Comcast has an agreement with UPS to ship equipment back to them at no charge and the customer would receive a tracking number.

ANNUAL ELECTION OF OFFICERS

White explained that due to a scheduling delay this election period would end in July 2017.

McLain opened the floor for nominations.

Stakhiv nominated Jeffrey Bozell, for Secretary of the Cable Board, seconded by Heldt. There were no other nominations. Bozell was elected Secretary by acclamation.

Ettenson nominated Jeffrey Heldt for Treasurer of the Cable Board, seconded by Eick. There were no other nominations. Heldt was elected Treasurer by acclamation.

Heldt nominated Mira Stakhiv for Vice Chairman of the Cable Board, seconded by Ettenson. There were no other nominations. Stakhiv was elected Vice Chairman by acclamation.

Ettenson nominated Elaine McLain for Chairman of the Cable Board, seconded by Eick. There were no other nominations. McLain was elected Chairman by acclamation.

AUTHORIZATION TO PURCHASE REPLACEMENT DAC OUTPUT BOARD

White gave a brief explanation of the immediate need to exchange the output board of one of the truck cameras. She reminded the Board that several years ago it had given her the authority to

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approve a repair or replacement under \$1,000. The total for this one was \$766.20 and she provided an invoice reflecting this cost.

Motion by Heldt, seconded by Bozell to ratify the purchase of a DAC Output Board from Grass Valley for the total of \$766.20.

Roll Call Vote:
Motion Passed (9-0)

COMMITTEE REPORTS

Cable Action Committee

White stated that there was a meeting on Thursday, January 5 with Verdi-Hus, McLain, Weller, Maly, and she in attendance. Part of the meeting was going over the New Member manual for Weller's benefit and answering any questions he might have had. They reviewed and drafted the Annual Report, the final version of which would be ready at the next meeting. The next Cable Action Committee meeting is scheduled for Thursday, February 2, 2017 at 5:30 PM in the Baldwin Library.

McLain commented that new member perspectives are greatly appreciated.

PEG Committee

McLain noted that McAlear, Chairman, was not able to attend the meeting this morning. She introduced Dwight Levens, Executive Director of Technology for Birmingham Public Schools and the Educational Representative of the PEG Committee. He reported on possible future projects for which the district schools would be requesting support. He thanked the Board for its continued support of the many different projects over the years. Over the course of this year and next there would be many construction projects being undertaken, especially around the Media Centers for Groves and Seaholm. At Groves, the TV Studio will be relocated to the Media Center which will be conducive to audio work, video editing, and other creative endeavors. This is still in the planning process so he would be coming back to the BACB with details. Other items needing attention include: cameras across the district (especially at the high schools) need to be updated and/or replaced and the current system used to run the channels is outdated and the district would like to invest in new software. Major concerns in the District are the complaints the OCR (Office of Civil Rights) has received regarding the district's website and the cable channel. As with other school districts across the United States, these OCR complaints center around some methods which the district uses to disseminate information to the public which are not ADA (Americans with Disabilities Act) compliant: those individuals with disabilities have a difficult time whether it is the closed captioning on the screen or a scanned document on the web site that needs to be able to be read by a text translator. He will be coming back to the Board with specific numbers and details making a request for such projects.

McLain thanked and complimented Levens on the overview. She advised him that the sooner he returns with the figures the better as the fiscal year ends June 30. For Levens' and the public's benefit, she further explained the grant process of balancing the grants between community organizations, schools, and the communities. Bozell requested that Levens document comparison pricing for the software, cameras, and systems.

EXECUTIVE DIRECTOR'S REPORT

White referred to her monthly report dated January 9, 2017. There had been two complaints, both involving billing issues with Comcast. The first was a resident who was moving at the end of the month. She had been informed by Comcast that her service would be disconnected and she would only be responsible for two (2) days of that current month. However, her next month's bill reflected the entire month. An escalation team representative was able to correct the mistake and her account was corrected. (This complaint is closed). The second complaint was from a Birmingham resident and involved a billing error regarding an account for his deceased relative, as well as the poor Comcast customer service. The Comcast escalation team resolved the billing issue. (This complaint is closed). McLain inquired of Mazurek if it was still a requirement that in the event of a death where a family member was trying to handle the account, a death certificate must be presented at one of the Customer Service Centers. Mazurek will look into it.

The account balances for the MBS, BBCU, and Beverly Hills accounts were provided to the Board, in addition to the Revenue and Expense Budget reports for the month of December, 2016.

Since her last report, White has written eight (8) checks on behalf of the BACB including the PEG Grant to Village of Beverly Hills for \$15,000.00, the Administrative Grants to all four (4) communities, and the State of Michigan Truck License Renewal fee which has increased.

Additional Notes:

Comcast has notified us that the change to the channel line-up which was originally scheduled for November 17, 2016 has been delayed until January 24, 2017.

She distributed a new roster with a changed phone number which supersedes the one in the packet.

PROVIDER RELATED TOPICS**a. Comcast**

Kyle Mazurek, Comcast representative was in attendance. He passed around a press release about the Nineteen (19) Michigan Nonprofits benefiting from the Comcast Foundation Grants which totaled \$351,000.

McLain inquired if Mazurek had a recommendation for the handling of a question, complaint or problem with Comcast. He suggested that customers could install a self-service option app on their phones which would provide up-to-the-minute information. He, personally, has used this method. Ettenson noted the recurring complaints the BACB receives and wondered if there was a "chat service" available online which the customers could use. Mazurek noted it was on Comcast's website. Both Mazurek and McLain also reminded the public that conversations with Customer Service are recorded and a transcript can be requested.

b. AT&T/Uverse/Direct TV

There was no representative present. McLain stated that there was nothing new about the merger so far, but there had been a lot of media coverage for their new products.

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McLain noted that there have been some intermittent interruptions of the Channel 99 PEG service on Uverse. Rota will be working on it, as the problem is on our end, not AT&T.

c. WOW

There was no representative present.

BAPA/BAMA REPORT

Steve Rota acknowledged the problem and solution with the encoders. He asked that residents call 248-433-7790 if they experience problems on the PEG channels on Comcast, AT&T, and WOW.

Steve Rota referred to his memo to BACB, dated January 9, 2017, and pointed out the five (5) completed **BAMA** Programs which were regularly scheduled municipal meetings, Board of Zoning Appeals meeting, the BACB meeting, and Baldwin Public Library Board meeting.

For the **BAPA** Programs, from the BACB area individual producers and organizations, nineteen (19) programs were taped. He listed all the programs.

Regarding the **PRODUCER WORKSHOP**, Rota reminded the Board that one-on-one sessions are offered for those who are interested in producing their own show and to those who want to learn how to run the equipment. This change in format seems to be working out better. Residents can contact BCTV at 248-433-7790 to schedule a one-on-one appointment date and time. There is no fee for those living in one of the four BACB communities.

There are five (5) BACB Winter Sports Events on the upcoming schedule: Boys Swimming, Boys Basketball, and Boys Hockey. Rota reminded the Board that it is invoiced every month for only those events covered.

Rota gave background details relating to the purchase of the DAC Output Board replacement the Cable Board had discussed earlier in the meeting. The good news is that Black was able to eliminate the middle man and go directly to the source. The bad news is that he has received an email from our source stating that the parts for the four (4) cameras on the truck were declared “end of service” as of 12/31/16. Hopefully, parts from a newer camera might be compatible and available, if needed. In the meantime, Rota asked the Board if he should order another DAC board immediately so as to have it on hand in case another one goes out. Discussion ensued about the pros and cons of making such a purchase. Borgon was in favor of being pro-active on this issue even though the truck is able to cover sporting events and parades with only three (3) cameras. The production quality value is much better with four (4) cameras. He was in favor of purchasing a spare output board in anticipation of problems with another board.

Motion by Borgon, seconded by Stakhiv to approve the purchase of a new DAC Output Board for a camera in the BACB truck at a cost not to exceed \$750.00.

Roll Call Vote:

Motion Passed (9-0)

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Rota updated the Board on the equipment re-installation in the Beverly Hills Council Chambers. Hopefully, next month's meeting will go live from that location.

OLD BUSINESS

None

NEW BUSINESS

McLain noted that Mr. Ottoway's comments about the lack of people knowing about the Cable Board are being taken very seriously. This was very disappointing to the entire Board. She suggested that the Board brain-storm about alleviating this problem and maybe talking about this issue in the Cable Action Committee meeting which follows this meeting. More "outreach" to the community is paramount.

Stakhiv suggested that for those communities which send out newsletters or the like to their residents, BACB should include an article about its relevance to the communities. She intends to do so for the Franklin residents. McLain asked that any and all suggestions be sent to White.

PUBLIC COMMENTS

None

BOARD COMMENTS

James Delaney introduced himself to the Board and the public as the alternate from Beverly Hills. He is a former member of the BACB, respects what the Board does, how the Board does it, and is looking forward to being involved again. On behalf of Beverly Hills, he thanked BACB for its financial help with the municipal building. He is concerned about the complaints he has heard about the providers and customer service. They appear to be worse now than in 2001 when he was first on the Cable Board. He asked on behalf of the citizens that the Board stay on top of the issues.

McLain expressed her appreciation to Mazurek for attending the meeting. Before the law changed, provider representatives had to come to every meeting and share, in some cases, confidential information. Now they don't have to participate with Cable Boards at all. Our providers send representatives to communicate directly with our Executive Director and the escalation team.

The meeting was adjourned at 8:52 AM.



February 2, 2017

Ms. Cathy White
Executive Director
Birmingham Area Cable Board
P.O. Box 165
Birmingham, MI 48012

Re: Grant Request

Dear Ms. White:

The Village of Bingham Farms is respectfully requesting a grant from the Birmingham Area Cable Board to offset the costs of maintaining the Village website in addition to costs incurred for ordinance hosting as well as search capabilities for Village minutes and ordinances.

Websites are a critical communication tool that provides the general public with 24 hour access to important Village services and information. The Bingham Farms website provides online access to Council and Planning Commission meeting packets.

In reviewing Village expenses, the Village is respectfully requesting grants for the following:

FY 2016-2017

Website Hosting	\$225
American Legal (hosting of Village ordinances & search engine)	\$495
Ameriscan (hosting Village minutes and search engine)	<u>\$750</u>
Total	\$1,470

Should you have any questions, please feel free to contact the undersigned.

Thank you for your consideration.

Sincerely,

Kathryn P. Hagaman

Kathryn P. Hagaman
Clerk/Administrator



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125 Crown Point Court
Grass Valley, CA 95945
Phone: +1-530-265-1000
Fax: +1-530-615-2521
Email: Americas.om@grassvalley.com
www.grassvalley.com

PROPOSAL

Proposal Number **BGFAQ2337**
Friday, February 03, 2017

Customer **Bloomfield Community Television**
Greg Black
4200 Telegraph Road P.O. Box 489
48303 Bloomfield Township

Phone
Fax

Submitted by **Brian Allen**
Service Order Management
125 Crown Point Circle
95945 Grass Valley
USA

Phone
Mobile/Cell
Fax
Email returns@grassvalley.com

TERMS AND CONDITIONS OF SALE

It is expressly agreed between Grass Valley and Customer that the sale and/or license of the Products, Services, and/or Support Services pursuant to this Proposal is governed exclusively by the Global General Terms and Conditions of Sale available at http://www.grassvalley.com/about/terms_conditions ("Terms and Conditions").

Grass Valley's acceptance of Customer's Purchase Order is expressly conditioned upon Customer's assent to such Terms and Conditions to the exclusion of any additional or different terms or conditions on Customer's order form or any other Customer documents. No waiver, alteration or modification of any of these Terms and Conditions by Customer shall be valid unless made in writing specifically referencing these Terms and Conditions and signed by an officer or other duly authorized representative of Customer and Grass Valley.

Customer's use of Software whether embedded in Products or provided separately shall be governed by the applicable license terms set forth therein. The quantity, description and price of any Products, Services and/or Support Services purchased by the Customer shall be as set out in this Proposal. "Grass Valley" shall mean the Grass Valley legal entity identified in this Proposal. Notwithstanding the foregoing, sales and/or licenses of the Products, Services and/or Support Services to Grass Valley authorized resellers pursuant to this Proposal, shall also be subject to the applicable signed Global Reseller Agreement and/or Supplement, if any.

CONFIDENTIAL INFORMATION

THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL AND MAY BE LEGALLY PRIVILEGED. THE PROPOSAL DISSEMINATION OR REPRODUCTION IS STRICTLY PROHIBITED AND MAY BE UNLAWFUL. IF ANY UNAUTHORIZED INDIVIDUAL OR ORGANIZATION IS IN POSSESSION OF THIS DOCUMENT. ALL COPIES SHOULD BE IMMEDIATELY DESTROYED.

**Greg Black**

Bloomfield Community Television
4200 Telegraph Road P.O. Box 489
48303 Bloomfield Township

Proposal Number: **000000 - BGFAQ2337**Proposal Date: **Friday, February 03, 2017**Proposal Expires: **Sunday, March 05, 2017**Proposal Currency: **US Dollar (USD)**

NOTE: This specific proposal is subject to Grass Valley's
standard terms & conditions of sale.

www.grassvalley.com/about/terms_conditions

USD \$ 981.50

Line	Qty	Model/Part Number	Description	Unit Amount	Total Amount
	1	Spares	Spare for 3922 406 53051 DAC OUTPUT BOARD	\$981.50	\$981.50
	1	Spares	Shipping combine with 563292	\$0.00	\$0.00
	1	Spares	Case 567563	\$0.00	\$0.00
				Grand Total	\$ 981.50
				Currency USD	

The minimum order value is \$150 USD. Should the quote be lower than the minimum charge, you will be invoiced for the minimum charge.

Please note that in order to proceed with orders we will require the following information:

- Purchase Order Number/Reference
- Billing Address
- Shipping Address
- Total Amount
- Our Quotation Reference

For and on behalf of Grass Valley

Brian Allen

Service Order Management

Payment Terms: All terms are subject to credit approval. Net 30 days from date of invoice -- Over \$250K might require down payment at time of order.

Valid Until: Sunday, March 05, 2017

Delivery Terms: EXW - Ex Works Best Way, Air

Exchange Rate:

1. GENERAL

1.1 Application of Terms. It is expressly agreed between Grass Valley and you ("**Customer**") that the sale and/or license of the Products, Services, and/or Support Services (as defined below) is governed exclusively by these Terms and Conditions of Sale ("**Terms and Conditions**"). Grass Valley's acceptance of Customer's Purchase Order is expressly conditioned upon Customer's assent to these Terms and Conditions to the exclusion of any additional or different terms or conditions on Customer's order form or any other Customer documents. No waiver, alteration or modification of any of these Terms and Conditions by Customer shall be valid unless made in writing specifically referencing these Terms and Conditions and signed by an officer or other duly authorized representative of Customer and Grass Valley. Customer's use of Software whether embedded in Products or provided separately shall be governed by license terms set forth below. The quantity, description and price of any Products, Services and/or Support Services purchased by the Customer shall be as set out in Grass Valley's Proposal/Contract, or in the absence of a Proposal/Contract the same shall be as set out in Grass Valley's invoice. These Terms and Conditions shall apply to all sales of Products, Service and/or Support Services between Customer and Grass Valley until such time as Grass Valley issues a revised edition of these Terms and Conditions or unless otherwise expressly agreed in writing by both parties as described above. "**Grass Valley**" shall mean the Grass Valley, Miranda or Softel legal entity identified in the applicable Proposal/Contract or in the absence of a Proposal/Contract, the Grass Valley legal entity identified on the cover page of the applicable Purchase Order.

1.2 Definitions. As used in these Terms and Conditions, the following terms shall have the meanings set forth below:

1.2.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than fifty percent (50%) of the total voting securities or other such similar voting rights. For Grass Valley, Affiliates shall include Belden Inc. and all Belden Inc. Affiliates operating within the Grass Valley business unit of the Belden Broadcast Platform worldwide (i.e. Grass Valley, Miranda, or Softel legal entities as the case may be).

1.2.2 "Contract" means the Proposal and any other document incorporated as a schedule to the Proposal and accepted by Customer as evidenced by either the issuance of a Purchase Order or the signature of an officer or other duly authorized representative of Customer. In the absence of a Proposal or mutually signed agreement, these Terms and Conditions together with the invoice shall apply exclusively to the sale of Products, Services, and/or Support Services by Grass Valley pursuant to a Purchase Order accepted by Grass Valley.

1.2.3 "Contractor" means an individual or business which is not an employee of Customer but is hired by Customer to perform certain information technology tasks for Customer's benefit provided that such tasks are not prohibited under Article 6 of this Agreement.

1.2.4 "Deliverables" means work product supplied by Grass Valley to Customer as part of the Services as may be described in a Purchase Order or Statement of Work.

1.2.5 "Documentation" means the written technical documentation published by Grass Valley regarding the Software and identified as "Manuals," "Release Notes" or "Software Specifications" training document, configuration information, and available on Grass Valley's website on the "Resources" pages from time to time, accompanying Product delivered to the Customer or expressly agreed to by Grass Valley in a Statement of Work. All data sheets, brochures, samples, drawings and description matter issued by Grass Valley or a Grass Valley Affiliate or contained in its advertising materials are issued or published for guidance purposes only and shall not form part of the Documentation or the Proposal/Contract.

1.2.6 "Hardware" means the Grass Valley and/or Grass Valley Affiliate equipment, modules or other physical components and goods purchased by Customer. Hardware includes Grass Valley purpose built Hardware with Embedded Software as well as information technology type Hardware like a generic pc or server.

1.2.7 "Licensed Program" means whichever features of the Software are enabled by the Software protection mechanism corresponding to the configuration or product model licensed. Any portion of the Licensed Program contained or merged into another program will continue to be subject to these Terms and Conditions.

1.2.8 "Location" means any Grass Valley pre-approved Customer authorized site at which a Product is installed.

1.2.9 "Product(s)" means (i) Hardware, to the extent Customer purchased Hardware, (ii) Software, to the extent Customer purchased Software, (iii) any combination thereof, to the extent Customer purchased Hardware together with Software, or (iv) Deliverables, to the extent Customer purchased Deliverables.

1.2.10 "Product Support" means the product support described in Section 9.4 and available during the applicable Warranty Period, if any.

1.2.11 "Proposal" means the final quotation document submitted by Grass Valley to Customer together with these Terms and Conditions. Unless otherwise indicated in writing by Grass Valley, Grass Valley Proposals are valid for thirty (30) days from date of issuance.

1.2.12 "Services" means those professional services provided to Customer by Grass Valley particularly described in an applicable Statement of Work and/or Proposal/Contract, to the extent Customer purchased such Services.

1.2.13 "Purchase Order" means Customer's written purchase request for Hardware and/or Software and/or Services, whether received by mail or by electronic means submitted by Customer pursuant to a Contract/Proposal, excluding any different or additional terms or conditions on Customer's form. Such Purchase Order shall include the quantity and type of Product(s) ordered Products descriptions, shipment and invoice information and shipping instructions (if allowed by Grass Valley), Customer's order number and the Proposal number(s).

1.2.14 "Software" includes the Licensed Program and means any software provided pursuant to these Terms and Conditions on DVD, via a Grass Valley or other web-site, or on another medium or through another delivery mechanism, or Grass Valley or Grass Valley Affiliate reseller or distributor, including (i) the Grass Valley software and/or firmware used in or with the Hardware and embedded in, dependent upon or loaded onto the Hardware in object code format – e.g. the Grass Valley software contained in Grass Valley switchers, routers, interfaces, MC, cameras, K2Summits and storage Products ("**Embedded Software**"); (ii) Grass Valley application software products which are provided to Customer independently of the Hardware – including but not limited to: STRATUS, Edius, Guardian, iTX, Softel and other Software as may be identified by Grass Valley ("**Stand Alone Software**"); Grass Valley application software products which are provided to Customer with information technology type Hardware such as a generic pc or server – e.g. the software provided with STRATUS servers/appliances, Edius turnkey, K2 FSS servers, Ignite servers, Guardian appliance, iControl, Vertifigo, K-IP, and NV9x ("**Application Software**") and (iii) any Documentation specifically applicable to the Software. For a complete list of Standalone Software, Embedded Software, or Application Software with IT Hardware please see the Software Warranty Appendix located at http://www.grassvalley.com/about/terms_conditions. "**Software**" also includes other software, new versions, updates, upgrades, options, bug fixes, error corrections, modifications, enhancements, and other releases, if any, to the extent provided to Customer under these Terms and Conditions. Nothing in these Terms and Conditions shall constitute or be deemed to constitute an obligation of Grass Valley to provide any Software, Documentation, or other software, new versions, updates, upgrades, options, bug fixes, error corrections, modifications, enhancements, and other Software releases. The term "purchase" when used with respect to Software means to acquire a license to use Software (not to acquire title to the Software).

1.2.15 "Statement of Work" means the applicable Grass Valley or Grass Valley Affiliate Statement of Work available at its website or if none a document mutually agreed to by the Parties that should contain the following: services description, assumptions and dependencies, and milestones, if any, and Acceptance terms.

1.2.16 "Support Services" means the maintenance and support services offered under Grass Valley's branded Basic, or Elite Support Services offerings as further defined in Section 10 hereof, or under a separate written agreement for a customized offering negotiated and signed by the parties (as applicable), to the extent Customer purchased such Support Services. Support Services, to the extent Customer purchased the same, are in addition to any Product Support, if any, offered by Grass Valley during the applicable Warranty Period. Support Services will not be provided for third party product.

1.2.17 "Technical Hardware Specification" shall mean the technical documentation published by Grass Valley or a Grass Valley Affiliate, as the case may be, regarding the Hardware and expressly identified as the Specification for the Hardware available on Grass Valley's website. All data sheets, brochures, samples, drawings and description matter issued by Grass Valley or a Grass Valley Affiliate or contained in its advertising materials are issued or published for guidance purposes only and shall not form part of the Technical Hardware Specification or the Proposal/Contract.

2. FEES AND PAYMENT TERMS

2.1 Prices and/or fees quoted by Grass Valley are exclusive of any taxes, (including any Value Added Tax where applicable), levies, duties, or other governmental charges, shipping, and insurance.

2.2 Any and all taxes, (including any value added tax where applicable), levies, duties and governmental or other charges of any nature, present or future, imposed on Grass Valley or which Grass Valley has a duty to collect in connection with the sale, delivery, or use of any Product, Services or Support Services will appear as separate items on the invoice. If Customer is required by law to withhold any amount of tax from its payment to Grass Valley, the amounts otherwise payable hereunder shall be grossed up so that Grass Valley receives the same net amount it would otherwise have been entitled to receive and the parties will take all reasonable steps to minimize such withholding tax.

2.3 Customer understands that Customer may receive multiple invoices from Grass Valley for the Products, Services, and/or Support Services, Customer ordered. Upon each shipment of Hardware and/or delivery of Software (whether by physical delivery of media or electronic download), Grass Valley will issue an invoice to Customer's address specified in the Purchase Order. Embedded Software will not be subject to separate Software license fees unless set forth in the Proposal/ Contract. Grass Valley's standard invoice payment terms are net thirty (30) calendar days of the date of invoice unless otherwise specified in the applicable Proposal/Contract or otherwise agreed to in writing by the parties, regardless of when the Products are placed into service or whether ancillary commissioning or related services have been offered or performed by Grass Valley. For Services (including but not limited to training Services), invoices will be issued in advance of performance of the Services and at the time of first Hardware shipment or Software delivery, unless otherwise specified in the Proposal/Contract. Customer shall be fully responsible for any actual third party costs, penalties or charges resulting from Services which are cancelled by the Customer after scheduling and prior to performance. Support Services fees are invoiced annually in advance as more specifically set forth in Section 10. In the event Customer fails to pay Grass Valley's invoice in full in due time, Grass Valley shall be entitled to suspend the performance of its obligations until Customer has paid all amounts due. All overdue payments also shall be subject to a late payment interest at the rate of one and one-half percent (1.5%) per month (or the maximum allowable by law) from the due date until the date when all outstanding payments have been made in full. Customer agrees to pay any third-party collection expenses, including attorneys' fees, incurred by Grass Valley to collect any unpaid amounts. All payments shall be made in the currency specified in Grass Valley's Proposal/Contract.

2.4 All payment terms are subject to prior credit approval by Grass Valley. Grass Valley may reject any Purchase Order, change its credit terms, suspend performance or cancel any accepted Purchase Order, in its sole discretion when, in Grass Valley's reasonable determination, Customer's financial condition or record of payment so warrants, or Grass Valley's internal booking or debooking policy so warrants. In addition, Grass Valley reserves the right to cancel or amend any accepted Purchase Order if for any reason it becomes unable to fulfill Customer's Purchase Order. In each such case, notice of Grass Valley's action will be promptly given to Customer. The amendment or cancellation will be deemed accepted by Customer unless rejected by Customer within ten (10) calendar days of the date of such amendment or cancellation. If Customer chooses to reject the amendment or cancellation, Grass Valley may terminate the related Proposal/Contract or SOW without further liability. Grass Valley is not obligated to sell to Customer any Product, Service or Support Service ordered by Customer until such time as Grass Valley has accepted the applicable Purchase Order. Acceptance of a Purchase Order by Grass Valley shall be (a) by general acknowledgement transmitted by facsimile or electronic mail, or (b) by commencement of performance by Grass Valley. Before accepting a Purchase Order Grass Valley may require to receive a signed original of the Proposal, Contract or Purchase Order.

For Purchase Orders relating to the replacement of discrete, identifiable, serial numbered components that can be shipped as a complete component ("Exchange Component") under an Advance Exchange Hardware service agreed to by Grass Valley pursuant to Customer purchased Elite or Basic Support Agreement or other Proposal/Contract specifically providing for the same, upon receipt of the Exchange Component, Customer has thirty (30) calendar days to tender the defective component to the return carrier for shipment to Grass Valley's service center. If Customer fails to return the defective component to the specified carrier, Customer will be invoiced for the Exchange Component at its then current Grass Valley published list price. Such failure also may be grounds to suspend any future Advance Exchange Hardware service, until such outstanding defective component is returned to Grass Valley.

3. SHIPMENT, DELIVERY, RISK OF LOSS, TITLE, TRANSFER, ACCEPTANCE

3.1 All Products shall be shipped to Customer's shipping address or as agreed and specified in the applicable Proposal and the Products shall then be deemed to have been delivered to Customer upon shipment. Any loss of, or damage to, the Products shall be at the risk of Customer from the date of delivery of the Products to the carrier point of shipment (Ex Works Grass Valley's initial shipping location unless expressly agreed otherwise in writing by Grass Valley). Customer shall insure the Products against loss or damage as may be appropriate. Any insurance proceeds received by Customer in respect of unpaid Products shall be held in trust for Grass Valley payable upon demand. Under no circumstances will Grass Valley be responsible for or liable for any delays or failure by the shipping service to ship or deliver the Products to Customer. Except as expressly agreed to by the parties, Customer will be solely responsible and liable for all shipping and handling costs for the delivery of the Products. In the event of default by Customer, Grass Valley may decline to make further shipments. If Grass Valley elects to continue shipments, Grass Valley's action shall not constitute a waiver of any such default or affect Grass Valley's legal remedies for such default.

3.2 Grass Valley will schedule shipments based on Customer's requests and Grass Valley's estimated shipping capability provided the Purchase Order requests shipment within twelve (12) months from the date of the Purchase Order. Grass Valley may make partial shipments unless Customer and Grass Valley specifically agree otherwise.

3.3 Title to the Products shall transfer from Grass Valley to Customer at the point of shipment, unless Grass Valley expressly agrees otherwise in writing.

3.4 Once accepted by Grass Valley, Customer is not entitled to cancel or amend any Purchase Orders. Notwithstanding the foregoing, Grass Valley may (in its sole discretion) allow cancellation or partial cancellation or rescheduling of any Purchase Order, in which case Customer shall pay to Grass Valley a restocking (or rescheduling) charge to be determined by Grass Valley. The restocking or rescheduling charge will vary by Product and Purchase Order and will not constitute a waiver by Grass Valley of any other rights it may have under law for such cancellation or rescheduling.

4. SECURITY INTEREST

Grass Valley reserves and Customer hereby grants a security interest in each Product/Deliverable until the entire amount due has been paid to Grass Valley. Upon the request of Grass Valley, Customer agrees to take such actions, including without limitation executing and delivering such documents and instruments, as may be necessary or proper to evidence, perfect, maintain and enforce such security interest.

5. INTELLECTUAL PROPERTY

5.1 Ownership by Grass Valley. Grass Valley and/or its applicable Affiliate retain all right, title, and interest in and to its intellectual property rights relating to the Products and their use. Customer agrees and acknowledges that it shall not obtain any right or license under any intellectual property rights, whether express, by implication, estoppel, or otherwise, with respect to any Software embedded in or otherwise provided or used with the Products under these Terms and Conditions or as a result of Grass Valley's shipment of Products hereunder. Customer acknowledges and agrees that Grass Valley (or its suppliers or licensors, as applicable) owns and shall retain all right, title and interest in and to the Software (including any copies, portions, extracts and derivatives thereof) and any and all intellectual property rights throughout the world relating thereto (including, without limitation, any and all copyrights, neighboring rights and similar rights, and any and all rights in and to databases, designs, industrial designs, utility models, trademarks, trade names, trade dress, service marks, trade secrets, know-how and other confidential or proprietary information, patents, and other intellectual or industrial proprietary rights and the subject matter thereof, and any rights related to any of the foregoing, including, without limitation, rights in, to or under applications, filings, registrations or renewals).

5.2 Ownership of Pre-Existing Works. If Grass Valley is providing Services to Customer, the following terms shall also apply with respect to ownership of intellectual property.

5.2.1 The intellectual property rights in any materials or Software (whether written or machine-readable) created by or licensed to Grass Valley or one of its Affiliates prior to the commencement of the term of an applicable Statement of Work or outside such engagement and any subsequent modifications to same ("Grass Valley Pre-Existing Works") will remain vested in Grass Valley or one of its Affiliates or a third party (pursuant to subsection 9.7 below), provided that Customer will have a license to use them in accordance with the license provisions below. The intellectual property rights in any materials or software

created by, owned by or licensed to Customer prior to the commencement of the term of an applicable Statement of Work and any subsequent modifications to the same ("Customer Pre-Existing Works") will remain vested in Customer, provided that Customer will grant a limited license to Grass Valley for the purpose of using such rights in connection with the performance of Services under the applicable Statement of Work.

5.2.2 Ownership of Deliverables. Except as previously agreed in writing, Grass Valley or one of its Affiliates (as determined by Grass Valley) will own all intellectual property rights in all Deliverables, except for Customer Pre-Existing Works (expressly specified as required below) which are incorporated into the Deliverables, and in all other materials or software created under the applicable Statement of Work whether by or on behalf of Grass Valley. Customer will have a non-exclusive, non-transferable license to use these Deliverables in accordance with the license provisions below. If any Deliverable is not specified in any applicable SOW as "Customer Pre-Existing Works," the Deliverable will be considered owned by Grass Valley or one of its Affiliates pursuant to the terms of this Section. The tangible medium containing Deliverables, if any, become the property of the Customer as of when such Deliverable is shipped to Customer.

5.2.3 Notwithstanding any other provisions of these Terms and Conditions, the use of any Grass Valley or Grass Valley Affiliate Deliverable consisting of software will be subject to Grass Valley's software license.

5.2.4 Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

5.2.5 The transfer to Customer of any title in the Deliverables to the limited extent permitted herein is subject to payment by Customer of amounts due under the applicable Statement of Work.

5.2.6 Notwithstanding any other provision of these Terms and Conditions, Grass Valley and its Affiliates will not be prevented or restricted by these Terms and Conditions from using any technique, idea, concepts or know-how relating to Grass Valley or its Affiliates' business activities.

6. SOFTWARE LICENSE

The Software License in the Grass Valley Global Terms and Conditions of Sale available at Grass Valley's website at http://www.grassvalley.com/about/terms_conditions shall apply to any and all Software: (i) which is the subject of a Purchase Order issued by Customer to Grass Valley or one of its authorized distributors or resellers, (ii) which is delivered to Customer in the form of an Update or Upgrade, or (iii) which is otherwise obtained by Customer.

7. CONFIDENTIALITY

Each party acknowledges that during the term of the Proposal/Contract, each party and its Representatives (as defined herein) may be exposed to information of a confidential or proprietary nature which is either marked as confidential or provided under circumstances reasonably indicating it is ("Confidential Information"). Each party agrees to (i) hold such Confidential Information in confidence using the same degree of care normally used to protect its own proprietary and/or confidential information within its own organization, but not less than a reasonable degree of care; (ii) use such Confidential Information only for the purpose of performing under these Terms and Conditions and for no other purposes; (iii) restrict disclosure of such Confidential Information solely to its Representatives with a need to know in connection with the performance of the applicable Proposal/Contract (and provided that such persons are advised of the obligations assumed herein and are bound by obligations of confidentiality and non-use to protect the disclosing party's rights and interest hereunder), and (iv) shall not disclose such Confidential Information to any third party that is not a Representative of receiving party, without prior written approval of the disclosing party. "Representative(s)" of a party means that party's (and such party's Affiliates') directors, officers, partners, employees, contractors, consultants, agents, advisors, attorneys, potential financing sources, and potential joint venturers. The foregoing restrictions on the use and/or disclosure of Confidential Information shall not apply to any portion of the Confidential Information: (i) that is independently developed by the receiving party without any use of and/or access to the disclosing party's Confidential Information, or received free of restriction from a third party not known by the receiving party to be in breach of any confidentiality obligation owed to the disclosing party with respect to such Confidential Information, (ii) that is publicly known at the time of disclosure or which thereafter becomes publicly known through no wrongful act of the receiving party as of the date such information becomes publicly known, (iii) that at the time of disclosure to the receiving party was known to such party free of restriction; or (iv) that the disclosing party agrees in writing is free of such restrictions. Notwithstanding

anything to the contrary in these Terms and Conditions, the restrictions on the use or disclosure of Confidential Information shall expire three (3) years after termination or expiration of the Proposal/Contract term. Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law. If the receiving party is required by law or by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to disclose any Confidential Information, to the extent permitted by applicable law such party will provide the disclosing party with prompt, prior written notice of such request or requirement so that the disclosing party may seek an appropriate protective order and/or the receiving party's compliance with the provisions of this Agreement. In no event shall these Terms and Conditions be construed to prohibit and Grass Valley shall be entitled to use or develop for any purpose, including without limitation, use in development, manufacture, promotion, sale and maintenance of its own or its customers' products and services any information which may be retained as general, non-party specific, know-how, ideas, processes or expertise in the unaided memories of its personnel.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 Subject to the limitation on liability in Section 8.4, Grass Valley, at its own expense, shall defend any suit brought against Customer insofar as it is based upon a claim that one or more of the Products, as and in the form provided by Grass Valley and in the territory where such Product is installed, directly infringe any third party's copyright, and shall indemnify Customer against any final award of damages or costs by a court of competent jurisdiction in any such suit that are attributable to such claim or will pay the part of any settlement that is attributable to such claim. This indemnity is conditional upon (i) Customer giving Grass Valley prompt notice in writing of any suit for such infringement, and full assistance and cooperation in the defense, including all documents and information reasonably requested by Grass Valley, and (ii) Grass Valley, at its option, having sole control and authority over such claim and the defense and any settlement thereof.

8.2 In its defense or settlement of any claim, Grass Valley at its own election and expense may (i) procure for Customer the right to continue using the Product or any infringing part thereof, (ii) modify such Product or any infringing part thereof so as to become non-infringing, (iii) replace the Product or any infringing part of the same with other software or hardware, as the case may be, of substantially similar capability or (iv) provide Customer an opportunity to return the Product for a refund of the depreciated purchase price provided that the Customer shall thereafter cease using the Product. The depreciation will be calculated at a rate of twenty-five percent (25%) per year on a straight-line basis.

8.3 Grass Valley and its Affiliates shall have no obligation and liability if the action or claim for infringement is due to (i) a Product designed, manufactured, or modified to the requirements of Customer, (ii) Customer's use of the Product in combination with other equipment or software other than the equipment and/or software with which the Product was intended to be used; (iii) Customer's modification of the Product without Grass Valley's prior written consent; (iv) the use of third party software, (v) the use of Open Source software, (vi) any unauthorized use of the Product by Customer or any third party, (vii) use of the Product, other than the most recent version of the Product with all Updates, if such infringement or misappropriation would have been avoided by the use of the most recent version with all Updates and such Updates were made available to Customer; or (viii) use of the Product after notice of the alleged or actual infringement, from Grass Valley or any appropriate authority.

8.4 IN NO EVENT SHALL GRASS VALLEY AND/OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR THEIR SALE, DELIVERY, INSTALLATION, WARRANTY, MAINTENANCE, OPERATION, PERFORMANCE OR USE, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF DATA, BUSINESS OR GOODWILL, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS, DIMINUTION OF VALUE, LOST REVENUES, INCOME OR PROFITS, COSTS OF CAPITAL, DAMAGE TO ASSOCIATED PRODUCTS OR EQUIPMENT OR TO FACILITIES, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, COSTS ASSOCIATED WITH DOWN TIME, COSTS OF REPLACEMENT POWER, AND ANY SIMILAR OR DISSIMILAR LOSSES, COSTS OR DAMAGES. FURTHERMORE, GRASS VALLEY AND ITS AFFILIATES' LIABILITY TO CUSTOMER FOR ANY CLAIM OR RECOVERY OF ANY KIND HEREUNDER SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS, OR FEES PAID FOR SERVICES AND/OR SUPPORT SERVICES WITH RESPECT TO WHICH SUCH A CLAIM OR RECOVERY IS MADE. THIS LIMITATION SHALL NOT APPLY TO LIABILITY THAT BY LAW CANNOT BE SO RESTRICTED.

8.5 THE FOREGOING SECTIONS SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY, AND GRASS VALLEY'S SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY, WITH RESPECT TO CUSTOMER, ANY PURCHASE ORDER, THE PURCHASE, SALE AND USE OF ANY PRODUCTS, SERVICES AND/OR SUPPORT SERVICES AND ANY ACTUAL OR ALLEGED

INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY.

9 WARRANTY

The Warranty terms set forth in Section 9 of the Grass Valley Global Terms and Conditions of Sale available at Grass Valley's website at http://www.grassvalley.com/about/terms_conditions shall apply as applicable to Grass Valley Products purchased by Customer.

10 SUPPORT SERVICES

When purchased, the Support Services Terms and Conditions set forth in the Grass Valley Global Terms and Conditions of Sale available at Grass Valley's website at http://www.grassvalley.com/about/terms_conditions shall apply to the applicable Grass Valley Support Services contract ("Support Agreement").

11 PROFESSIONAL SERVICES

The applicable Statement of Work ("SOW"), if any, for any purchased Grass Valley standard professional services offerings may be available at Grass Valley's website currently at http://www.grassvalley.com/about/terms_conditions (or such other website as Grass Valley may designate from time to time) and is incorporated herein by reference. All other SOWs shall be incorporated herein and: (i) attached to the Proposal/Contract and shall be binding upon the acceptance of a Purchase Order from Customer by Grass Valley or (ii) shall be delivered to Customer and shall be binding when signed by the parties. All Services provided by Grass Valley shall be governed by the Proposal/Contract including the Terms and Conditions set forth in the Grass Valley Global Terms and Conditions of Sale available at Grass Valley's website at http://www.grassvalley.com/about/terms_conditions and the applicable Statement of Work, unless the parties expressly agree otherwise in a writing signed by both parties.

12 EXPORT RESTRICTIONS

Customer shall not export, re-export, or transfer, directly or indirectly any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by United States or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Customer resells or otherwise disposes of any product or technical data purchased hereunder, it will comply with any export restrictions applicable to such transfer and Customer hereby agrees to indemnify and hold Grass Valley harmless against any and all losses, damages and costs resulting from any non-compliance by Customer. Grass Valley shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority. By accepting this Agreement, Customer confirms that it is not located in (or a national resident of) any country under U.S., EU or Canadian Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern, on the US State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs, and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.

13 FORCE MAJEURE

No party shall be liable for any failure to perform or delay in the performance of its obligations if the same is partly or wholly delayed or prevented by an event of force majeure, defined as an event which is beyond the reasonable control of the parties, such as but not limited to Acts of God (e.g. floods, earthquakes, hurricane), epidemics, fires, explosions, strikes, riots, war, rebellions, sabotage, act or threat of terrorism, shortage in supplies from normally reliable sources, embargo, governmental act or omission (e.g. delay or failure to issue, suspension or withdrawal of any license, permit or authorization), labor disputes, delay from a subcontractor caused by an event of force majeure as defined herein, or other similar occurrence beyond the control and without the fault or negligence of the affected Party. Any such delay or failure shall suspend the project schedule until the delay or failure ceases, and the project schedule shall be deemed extended accordingly.

14 WAIVER

The failure of either party to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, express or implied, of any breach of these Terms and Conditions shall be construed as a waiver of any other breach of such term or condition.

15 ASSIGNMENT

Customer may not assign or otherwise transfer its rights or obligations under these Terms and Conditions without the prior written consent of Grass Valley. No attempt to assign or transfer in violation of this provision will be binding upon Grass Valley. Any proposed assignee or transferee must agree in writing to be bound by all the terms, conditions, and obligations of this Agreement. Notwithstanding Grass Valley's agreement to any such assignment, Customer shall remain subject to the obligations of confidentiality set forth in this Agreement. Grass Valley may assign or otherwise transfer its rights and obligations under these Terms and Conditions and any Purchase Order.

16 APPLICABLE LAW

Except for purchases made in Japan of Products or Services which will be located in and/or performed in Japan, these Terms and Conditions will be construed and interpreted in accordance with the laws of the State of Delaware, without regard to principles of choice of law. For purchase made in Japan of Products or Services which will be located in and/or performed in Japan the laws of Japan will apply. For Customer located in the Asia Pacific region of the world, any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English. For all other Customers, the parties hereby consent to the non-exclusive jurisdiction of and venue in the Superior Court of the State of Delaware and the United States District Court for the adjudication of any disputes arising under this Agreement, and will not assert as a defense lack of personal jurisdiction or *forum non conveniens*. These Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Each of the parties consent the jurisdiction of the courts of State of Delaware, United States.

17 NOTICES

All notices shall be given in writing and deemed effective upon receipt. Notices to Customer will be sent to the ordering office or other address shown on the Purchase Order. Notices to Grass Valley should be sent to the Grass Valley entity identified on the Proposal/Contract.

18 SEVERABILITY

If any provision of these Terms and Conditions is determined to be unenforceable or invalid by court decision, these Terms and Conditions will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law and the remainder of the agreement shall remain in full force and effect.

19 LANGUAGE

These Terms and Conditions may be provided in multiple languages. The governing language shall be the English language and any translation is provided solely for information only. In the event of a conflict between the English language and its translation, the English language shall prevail. For sales in Canada, the parties declare that they have requested, and hereby confirm their request, that this contract be drafted in the English language. Les parties déclarent qu'elles ont exigé, et par les présentes, confirment leur demande que ce contrat soit rédigé en anglais.

20 AUDIT RIGHTS

Upon reasonable notice from Grass Valley to Customer, Customer will provide Grass Valley or its agents access to, from time to time, Customer's facilities and records in order for Grass Valley to determine whether Customer is in compliance with the provisions of these Terms and Conditions, provided, however, such audit or inspection shall be exercised so as not to unreasonably interfere with Customer's business. If such inspection discovers a material breach of these Terms and conditions by Customer, then Customer shall pay the reasonable cost of the audit and inspection.

21 DISPUTE RESOLUTION

Disputes, controversies or claims may arise between the Parties. To minimize the expense to and impact on each Party of formally resolving such disputes, controversies and claims in accordance with the Applicable Law Section above, the Parties will first attempt to resolve any controversy or claim arising out of or relating to any Proposal/Contract or Purchase Order.

22 USE OF CUSTOMER NAME

In consideration of the Products, Services and/or Support Services purchased pursuant to any Proposal/Contract, Customer agrees that Grass Valley may use Customer's name and logo to identify Customer as a customer of Grass Valley on Grass Valley's Website, and as a part of a general list of Grass Valley customers for use and reference in Grass Valley corporate, promotional, and marketing materials. Customer agrees that Grass Valley may issue a press release identifying Customer as a Grass Valley customer and describing the nature of the Products, Services and/or Support Services to be provided. The content of any press release using Customer's name will be subject to Customer's prior approval, which will not be unreasonably withheld.

23 INTEGRATION

If Services and/or Support Services are purchased by Customer under a Proposal/Contract, the applicable Statement of Work, description of Covered Equipment, or other written agreement signed by authorized representatives of both parties and identifying the Proposal/Contract number, if any, shall be incorporated in and made Addenda to these Terms and Conditions. These Terms and Conditions are the complete and exclusive statement of the mutual understanding between Grass Valley and Customer and supersedes all previous written and oral agreements and communications relating to the subject matter hereof.

24 INJUNCTIVE RELIEF

Each party acknowledges and agrees: (A) the restrictions set forth in the provisions of this Agreement dealing with Confidentiality and protection of IP Rights, if any, are reasonable in the circumstances and all defenses to the strict enforcement thereof by the injured party are hereby waived; (B) a violation of any of the provisions of this Agreement dealing with Confidentiality or protection of IP Rights will result in immediate and irreparable harm and damage to the disclosing party or licensor; and (C) in the event of any violation of any of the provisions of this Agreement dealing with Confidentiality and protection of IP Rights, the injured party will, in addition to any other right to relief hereunder, be entitled to equitable relief by way of temporary or permanent injunction and to such other relief as any court of competent jurisdiction may deem just and proper.

25 NATURE OF THE RELATIONSHIP

No agency, partnership, joint venture, or other business organization is created by this Agreement. Neither party will have the right or authority to make commitments of any kind for, or on behalf of, the other party without prior written consent of the party to be bound. Customer and Miranda shall be independent contractors and each will conduct its business at its own cost and expense. Nothing in this Agreement will be construed as a commitment by Grass Valley to engage in any further business with Customer beyond the scope of this Agreement (except as otherwise agreed to by the parties by means of a separate agreement) or after the expiration or earlier termination of this Agreement. Grass Valley may refer to Customer as a customer reference in business dealings with potential customers, Grass Valley financing matters and in press releases.

25 INTERPRETATION

In this Agreement, (A) the insertion of headings is for convenience of reference only and will not affect the construction or interpretation of this Agreement; (B) words or abbreviations that have well known or trade meanings are used herein in accordance with their recognized meanings; and (C) terms and conditions hereof are the result of negotiations between the parties and this Agreement will not be construed in favor of or against any party by reason only that a party or its professional advisors participated in the preparation of this Agreement.

26 COUNTERPARTS AND FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, all of which when executed and delivered, will constitute one single agreement between the parties. This Agreement may be executed by facsimile or e-mailed PDF.

27 ELECTRONIC COMMUNICATIONS

The parties may do business electronically, including order placement and acceptance. Once accepted, such orders will create fully enforceable obligations subject to this Agreement. Such orders and acceptances will be deemed for all purposes to be an original signed writing. Parties will adopt commercially reasonable security measures for password and access protection.

KTM QUOTE

TOTAL 589.00

Salesperson	TONY MAY
Quote number	012505
Quote date	1-25-17
Customer ID	
Terms	DUE UPON DELIVERY
Request date	TBD
Ship via	FREE LOCAL DELIVERY
FOB	
Prepaid Collect	
Tax exempt	YES
Reason	GOVT
Exemption no.	PENDING
Purchase Order #	DAVID EMAIL BACB

BILL TO

Company Name	BLOOMFIELD COMM TV
Attention	DAVID SOMMERFIELD
Address	4200 TELEGRAPH ROAD
City, State	BLOOMFIELD HILLS, MI
Postal code	48302

SHIP TO

Company Name	SAME
Attention	
Address	
City, State	
Postal code	

QTY	DESCRIPTION	PRICE EACH	TOTAL
20	PC90H ESSENTIAL PULLOVER HOODIE	19.50	390.00
	BLACK		
	(2) MEDIUM		
	(4) LARGE		
	(9) XLARGE		
2	(2) 2X	2.00	4.00
	(0) 3X	4.00	0.00
2	(2) 4X	6.00	12.00
1	(1) 4XTALL (?)	10.00	10.00
20	CUSTOM EMBROIDERY	4.00	80.00
	"BACB.ORG"		
	LEFT CHEST		
20	TWO-COLOR PRINT	2.15	43.00
	"BACB.ORG"		
	MID BACK BELOW HOOD		
	BASE, WHITE INK		
1	NEW SCREEN	35.00	35.00
	"BACB.ORG"		
1	LOGO DIGITIZING EDIT	15.00	15.00
	"BACB.ORG"		
	Serving our clients		
	with true value on quality		
	custom logo corporate apparel		
	and promotional products		
	for more than 20 years!		

Please make checks payable to:
KTM LOGO GEAR LLC
1475 SOUTH BATES STREET
BIRMINGHAM, MICHIGAN 48009
248.723.5151 PH | 248.723.5157 FAX

SUBTOTAL	589.00
SALES TAX %	0.00
SHIPPING & HANDLING	0.00
PAYMENTS	
TOTAL DUE UPON RECEIPT OF GOODS	589.00

Please call or email service@ktmlogogear.com if we can be of additional assistance.

Thank you for trusting us with your custom logo event and promotional solutions!

KTM QUOTE

TOTAL 406.66

Salesperson	TONY MAY
Quote number	012506 REVISED
Quote date	1-25-17 2-8-17
Customer ID	
Terms	DUE UPON DELIVERY
Request date	TBD
Ship via	FREE LOCAL DELIVERY
FOB	
Prepaid Collect	
Tax exempt	YES
Reason	GOVT
Exemption no.	PENDING
Purchase Order #	DAVID EMAIL BACB EMB

BILL TO

Company Name	BLOOMFIELD COMM TV
Attention	DAVID SOMMERFIELD
Address	4200 TELEGRAPH ROAD
City, State	BLOOMFIELD HILLS, MI
Postal code	48302

SHIP TO

Company Name	SAME
Attention	
Address	
City, State	
Postal code	

Please make checks payable to:
KTM LOGO GEAR LLC
1475 SOUTH BATES STREET
BIRMINGHAM, MICHIGAN 48009
248.723.5151 PH | 248.723.5157 FAX

QTY	DESCRIPTION	PRICE EACH	TOTAL
16	K540LS PA SILK TOUCH	17.98	287.68
	PERF LONG SLV POLO		
	BLACK		
	(1) MEDIUM		
	(4) LARGE		
	(6) XLARGE		
2	(2) 2X	2.00	4.00
	(0) 3X	4.00	0.00
2	(2) 4X	6.00	12.00
1	(1) 4X TALL (?)	10.00	10.00
1	L540LS LAD PA SLK TCH	17.98	17.98
	PERF LONG SLV POLO		
	BLACK		
	(1) MEDIUM		
17	CUSTOM EMBROIDERY	0.00	0.00
	"BACB.ORG"		
	LEFT CHEST		
10	CP90 KNIT HATS	7.50	75.00
	BLACK		
10	CUSTOM EMBROIDERY	0.00	0.00
	"BACB ONLY"		
	FRONT CENTER		
	Serving our clients		
	with true value on quality		
	custom logo corporate apparel		
	and promotional products		
	for more than 20 years!		
SUBTOTAL			406.66
SALES TAX %			
SHIPPING & HANDLING			0.00
PAYMENTS			
TOTAL DUE UPON RECEIPT OF GOODS			406.66

Please call or email service@ktmlogogear.com if we can be of additional assistance.

Thank you for trusting us with your custom logo event and promotional solutions!

MEMORANDUM

DATE: February 5, 2017

TO: Board Members

FROM: Cathy White

Re: Monthly Report

CUSTOMER COMPLAINTS

We have received three (3) complaints since the date of our last meeting. Complaint No. 2017-2 was received from a Franklin resident who was receiving spotty service for several months and then lost his Comcast cable service altogether on January 1, 2017. He contacted Comcast and was told that a technician would be sent to his home the next day. After waiting four hours, no technician showed up. On January 8, 2017, a technician spent several hours at his home but did not fix the problem and claimed that the television set was faulty. On January 9, 2017, a different Comcast technician incorrectly told him that his whole house needed to be re-wired. Finally, on January 19, 2017, a third Comcast technician was able to fix the problem by installing a new outside cable as well as a new cable box. The subscriber requested a credit on his bill for the poor service but Comcast initially offered him only a four-day credit. The escalation team has since offered him a \$300.00 credit for the service concerns and the length of time it took to resolve the problems. He has agreed to this one-time credit and this complaint is now closed.

Complaint No. 2017-3 was submitted by a Birmingham resident who has experienced a similar problem resolving her service issues. At least four different Comcast technicians (including a supervisor) have come to her home and they have all given her different reasons for the cause of her malfunctioning service. Some of them temporarily fixed the problem but since January 29, 2017, neither her phone nor internet services are working at all and her cable TV only shows up in black and white. In addition, she received a \$50.00 charge on her bill for an inside repair even though the problem had not been fixed. Her systems have been restored and all of her services are now working. A one-time credit in the amount of \$218.55 has been applied to her account which includes \$168.55 towards her loss of service (1/1/17 – 1/31/17) and \$50.00 towards her service installation charge. This complaint is now closed.

Complaint No. 2017-4 was received from a Birmingham resident who entered into a two-year contract with Comcast on April 6, 2016 for \$99.99 per month plus \$1.00 each for two premium channels. Beginning in November, 2016, the monthly amount was inexplicably raised to \$119.99 per month. After months of trying to get Comcast to correct the contract breach,

Comcast agreed to lower the overcharge to \$109.00 per month and has refused to credit the full amount of this resident's overpayments. This complaint is pending.

FINANCIAL

The account balance for the MBS, BBCU and Beverly Hills accounts will be provided via hard copies at the meeting, in addition to budget to actual figures. This information will also be e-mailed to all Board members in advance of the meeting.

CHECK DISBURSEMENT

I have written three (3) checks since the date of our last meeting as follows:

1. Charter Township of Bloomfield (BCTV filming 2 December sports events) - \$5,000.00
2. Charter Township of Bloomfield (Comcast internet service Oct-Dec 2016) - \$419.55
3. Charter Township of Bloomfield (Quarterly contract payment) - \$48,737.50

ADDITIONAL NOTES:

1. The Michigan Public Service Commission has issued its annual report on the status of competition for video services in Michigan. This report is required under the Uniform Video Services Local Franchise Act (Public Act 480 of 2006), which gives the MPSC the responsibility to handle cable inquiries and complaints. Highlights of the report include:
 - a. Providers have reported a continued increase in competition entering their franchise areas. Prior to the Act, providers reported having one competitor in 76 franchise areas, two competitors in 58 franchise areas and three competitors in three franchise areas. At the end of 2016, providers reported having one competitor in 599 franchise areas, two competitors in 199 franchise areas and three competitors in five franchise areas.
 - b. In 2016, Michigan had a total of 38 video/cable providers compared to 43 in 2015.
 - c. There are 2,045 franchise agreements in Michigan, an increase of six from 2015.
 - d. During 2016, a total of 2,172,891 video/cable customers were reported for Michigan. This is a decrease of 178,080 customers compared to the number reported in 2015.
 - e. The MPSC received 393 video/cable customer complaints in 2016. The most frequent complaint categories were: billing charges, cable issues, equipment service problems and other issues.

BIRMINGHAM AREA CABLE BOARD
ANNUAL REPORT
FISCAL YEAR 2015-2016

Submitted By:

Cathy K. White

Executive Director

December, 2016

CABLE BOARD MEMBERS

As of December 31, 2016

BIRMINGHAM

Elaine McLain- Chairman

Jeffrey Heldt-Treasurer

David Eick

Matt McAlear, PEG Comm. Chair

Jeffrey Bozell- Secretary

Scott Weller

BINGHAM FARMS

Mel Ettenson

FRANKLIN

Mira Stakhiv- Vice Chair, Personnel Comm. Chair

BEVERLY HILLS

Mary Ann Verdi-Hus, Cable Action Comm. Chair

Robert Borgon

Frank Maly

Gilbert Gugni

Background

We continue with varying degrees of competition for cable, internet and phone in our consortium post 2006 Michigan Public Act 480. Comcast, as the incumbent, is still the only provider to offer service in all four of our communities. As first over-builder, WOW! wired Birmingham and Beverly Hills in 2011 and has not expanded any further in our area. In response to our inquiry this year, WOW! has indicated that it has no current plans to expand into Franklin or Bingham Farms. AT&T continues to offer their U-Verse internet protocol service to a limited number of our residents. The legislature has not updated guidelines for build-out or disclosure for any providers. In effect, competition is still not available to all of our residents as was envisioned by previous local franchise agreements.

We are closely watching developments occurring since the merger of AT&T and DirecTV in 2015. It is important to note that satellite dish providers are governed by the FCC but are not required to pay franchise or public, education and government (PEG) fees to local communities. Therefore, to the extent that consumers migrate to that platform, it will have an impact on our revenues.

The Uniform Video Service Local Franchise Agreements between AT&T and our BACB communities were recently renewed. Pursuant to the negotiations which took place, the agreements were renewed for another ten year period. AT&T agreed to match the provisions in place with respect to the new Uniform Video Service Local Franchise Agreements with Comcast that were recently approved by our four communities. Instead of paying 3% of gross revenues as the PEG fee, AT&T will pay 2.5% of gross revenues during the first year, 2.25% of gross revenues during the second year and 2% of gross revenues thereafter. Like Comcast, AT&T will also continue to pay 5% of gross revenues as a franchise fee to our communities.

BCTV Contract

The contract with BCTV for public and governmental programming runs through June 30, 2018 (with an option to extend for an additional year). The cost for BACB production and associated services in FY 2015-16 was \$194,950.00. BCTV has agreed to tape three additional Birmingham public meetings: the Board of Zoning Appeals, the Advisory Parking Committee and the Multi-Modal Transportation Board. In addition, we utilize PEG funds in order for BCTV to tape local sports events.

Board Committees

The Board has three standing committees: PEG (Public Educational Governmental), CAC (Cable Action) and Personnel committees.

PEG Committee

The PEG Committee is charged with oversight and development of programming on the public access and governmental channels as well as reviewing proposed grants for PEG infrastructure. Matt McAlear is the Chairman; membership is open to any Board member, and representatives of BCTV and the Birmingham Public Schools participate on a regular basis. Live broadcast, as well as re-broadcast, of local governmental meetings continues on the Governmental channel. The Public channel provides

opportunities for local citizens to produce their own programs, as well as to broadcast/re-broadcast parades, lectures, concerts and other events of community interest. Re-broadcast of Groves versus Seaholm athletic contests, both boys and girls, is now in its sixth year and is an especially popular undertaking. Comprising its contribution to the “E” in PEG, the Cable Board has made significant contributions to help fund the broadcast infrastructure for the Birmingham Public Schools. We are actively seeking new PEG grant requests to include community equipment upgrades and enhancements to the school facilities within our footprint.

CAC Committee

The Cable Action Committee was formed to follow up on Board initiatives and cable provider commitments at the monthly meetings and drive special projects. Subscriber complaints are reviewed and legal/legislative issues and new initiatives are discussed. Mary Ann Verdi-Hus is the Chairman. Discussions involved PEG and municipal support services grants, financial matters, cable provider merger implications, website updates and long term planning. We are continuing to expand our outreach to assist more members of the community in resolving customer service issues.

Personnel Committee

The Personnel Committee was formed to address personnel issues and fill Board vacancies and complete performance evaluations of the Executive Director. Mira Stakhiv is the Chairman. The Personnel Committee met in March of 2016 to conduct the third annual review of the Executive Director’s job performance.

Audit

Plante & Moran, PLLC conducted the annual audit of Board financial operations. The audit included review of the financial activities performed by Beverly Hills, which acts as the BACB fiduciary agent. The audit also reviewed activity on the Birmingham Bloomfield Credit Union (designated funds to purchase capital equipment for PEG-related activities) and our Multi Bank Securities account (institutional investments). The Independent Auditor’s Report indicated that the BACB’s financial statements received an unmodified audit opinion for 2015-2016, which is the highest level given.

Grants

The Board authorized a total of \$77,941.83 in grants during the fiscal year. This amount includes municipal support services grants to the Franklin Bingham Fire Department in the amount of \$1,774.32, the Franklin Bingham Police Department in the amount of \$1,544.32, the Village of Beverly Hills in the amount of \$4,668.80 and the Village of Franklin in the amount of \$6,300.00. The amounts awarded to the Franklin Bingham Fire and Police Departments, as well as a portion of the grants given to Beverly Hills, were designed to support essential security internet services. PEG grants were also awarded as follows: Franklin Historical Society received \$1,054.20 (internet service), Birmingham received three grants (\$31,488.18, \$19,431.77 and \$3,482.29, respectively) for completing the expansion of wireless service in the Birmingham Museum and Park and NEXT received \$8,197.95 to upgrade its website to better serve the public.

In addition, Administrative Grants from franchise fees, per our Interlocal Agreement, were also returned proportionally to each BACB community.

Complaints

Written complaints to the BACB increased in FY 2015-2016. There were approximately 57 formal complaints, compared to 49 the previous year. Our Executive Director accepts all calls and website complaints including informal actions, wherein residents decline to record formal action. Complaints involved pricing/billing, poor service, service interruptions, long wait times on Comcast 1-800 numbers, calls being shifted overseas, missed appointments (without compensation) and downed/unburied wires in the rights-of-way. Subscribers are still encouraged to call their provider first in an effort to resolve disputes. The BACB continues to accept and process complaints from our residents. We have streamlined the escalation process. WOW!, Comcast and AT&T have escalation teams to promptly deal with residents' problems and are often resolved within 24 hours.

The Michigan Public Service Commission resumed addressing complaints against cable providers (as well as disputes between local units of government and cable providers). Although the Michigan legislature stopped providing funds for this purpose at the end of 2015, the necessary funding was ultimately restored so that this regulatory activity could take place again. The BACB, however, continues to address all local complaints immediately.

Fiscal Year Budget

The Board is expected to receive \$841,200 in franchise and PEG fees this upcoming fiscal year. This includes \$330,000 in franchise fees and \$511,200 in PEG fees. PEG fees are designated funds and may only be used for purchase and maintenance of capital equipment.

Memo



To: BACB
From: Steve Rota
cc: Greg Kowalski, Cathy White & Elaine McLain
Date: 2/8/17
Re: Report January 19th, 2016 through February 15th, 2017.

BAMA Programs

During this time period we've completed six regularly scheduled municipal meetings, Board of Zoning Appeals meeting, the BACB meeting Multi Modal Board Meeting, Advisory Board Meeting and a Special Birmingham Commission Meeting.

BAPA Programs

From BACB area individual producers and organizations we've taped 30 programs. From individuals:

- ❖ Four *Managing the Problems of Daily Living* hosted by Linda Sircus.
- ❖ Three *Tough Talk* hosted by Paul Taros.
- ❖ Two *Michigan Entrepreneur* hosted by Tara Kachaturoff.
- ❖ Three Making a Difference at TCH hosted by William Seklar.
- ❖ Three Eye on Oakland hosted by Chuck Moss and David Potts.
- ❖ Three On the Money with Meisner hosted by Andy Meisner.
- ❖ Two Beyond the Box Score 2017 Seaholm and Groves winter edition.

From BACB area organizations:

- ❖ *First Presbyterian Church Lunch and Learn* Lecture.
- ❖ *Birmingham Bloomfield Chamber* Government/State of our Community Forecast Lecture.
- ❖ BACB Sports *Boys Basketball* game 2.
- ❖ BACB Sports *Boys Swim and Dive*.
- ❖ *2nd Annual TCH Bates Street Society* Lecture.
- ❖ *Berkshire Middle School Improv* show.
- ❖ *TCH Women's Club* Lecture.
- ❖ *Birmingham Musicale*.
- ❖ Two *Baldwin Public Library* Lectures.

PRODUCER WORKSHOP

We are offering a one on one session for those who are interested in producing their own show and to those who want experience behind the scenes. Please call 248-433-7790 and we can schedule a date and time with you.

TRUCK EQUIPMENT

The DAC board for the truck camera has arrived and the camera is in working condition.

BACB UPCOMING WINTER SPORTS SCHEDULE

Hockey 2/25 Birmingham Ice Arena