

Douglas Cable Advisory Committee
Douglas Municipal Center
Agenda
Monday September 19, 2016

1. **Call to order:**
2. **Committee Reorganization:**
3. **Committee Vacancy:**
4. **Financials:**
5. **Meeting Minutes:** 7/18/16
6. **Correspondence:**
7. **Public Channel Expansion FY17:**
8. **Coordinator's Report:**
9. **Equipment:**
10. **Other Business:** Open session for topics not reasonably anticipated 48 hours in advance of meeting.
11. **Next Meeting:**
12. **Adjourn:**

FOR 2017 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

695 CABLE ADVISORY COMMITTEE							

01695100 CABLE ADVISORY SALARIES							

01695100 51110 F/T WAGES	29,898	29,898	5,204.45	3,439.98	.00	24,693.55	17.4%
01695100 51200 P/T WAGES	21,995	21,995	1,462.15	1,095.20	.00	20,532.85	6.6%
TOTAL CABLE ADVISORY SALARIES	51,893	51,893	6,666.60	4,535.18	.00	45,226.40	12.8%
01695200 CABLE ADVISORY EXPENSE							

01695200 51706 COUNTY RETIREMENT	3,000	3,000	.00	.00	.00	3,000.00	.0%
01695200 51707 EMPLOYER'S FICA	752	752	.00	.00	.00	752.00	.0%
01695200 52400 REPAIRS AND MAINTEN	671	671	.00	.00	.00	671.00	.0%
01695200 53012 EMPLOYEE TRAIN SEM/	309	309	175.00	.00	.00	134.00	56.6%
01695200 53401 POSTAGE	103	103	.00	.00	.00	103.00	.0%
01695200 53800 OTHER SERVICES	323	323	.00	.00	.00	323.00	.0%
01695200 54200 OFFICE SUPPLIES	1,030	1,030	93.15	.00	.00	936.85	9.0%
01695200 55800 OTHER SUPPLIES	772	772	.00	.00	.00	772.00	.0%
01695200 57100 IN-STATE TRAVEL	257	257	.00	.00	.00	257.00	.0%
01695200 57150 TRAINING AND EDUCAT	144	144	.00	.00	.00	144.00	.0%
01695200 57300 DUES AND MEMBERSHIP	643	643	.00	.00	.00	643.00	.0%
01695200 58500 ADDITIONAL EQUIPMEN	26,000	26,000	.00	.00	.00	26,000.00	.0%
TOTAL CABLE ADVISORY EXPENSE	34,004	34,004	268.15	.00	.00	33,735.85	.8%
01695500 CABLE PLAYBACK EQUIPMENT							

01695500 58500 CABLE PLAYBACK EQ A	0	45,000	.00	.00	.00	45,000.00	.0%
TOTAL CABLE PLAYBACK EQUIPMENT	0	45,000	.00	.00	.00	45,000.00	.0%
01695501 CABLE STUDIO EQUIPMENT							

01695501 58500 CABLE STUDIO EQUIP	0	50,000	.00	.00	.00	50,000.00	.0%

FOR 2017 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL CABLE STUDIO EQUIPMENT	0	50,000	.00	.00	.00	50,000.00	.0%
TOTAL CABLE ADVISORY COMMITTEE	85,897	180,897	6,934.75	4,535.18	.00	173,962.25	3.8%

FOR 2017 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED

695 CABLE ADVISORY COMMITTEE							

28269510 CABLE RRA							

28269510 59601 TRANSFER TO GENERAL	0	0	180,897.00	.00	.00	-180,897.00	100.0%
TOTAL CABLE RRA	0	0	180,897.00	.00	.00	-180,897.00	100.0%
TOTAL CABLE ADVISORY COMMITTEE	0	0	180,897.00	.00	.00	-180,897.00	100.0%
TOTAL TOWN RECEIPTS RESERVED FUND	0	0	320,897.00	.00	.00	-320,897.00	100.0%
TOTAL EXPENSES	0	0	320,897.00	.00	.00	-320,897.00	

FOR 2017 01

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
695 CABLE ADVISORY COMMITTEE							
01695100 CABLE ADVISORY SALARIES							
01695100 51110 F/T WAGES	29,898	29,898	1,764.47	1,764.47	.00	28,133.53	5.9%
01695100 51200 P/T WAGES	21,995	21,995	366.95	366.95	.00	21,628.05	1.7%
TOTAL CABLE ADVISORY SALARIES	51,893	51,893	2,131.42	2,131.42	.00	49,761.58	4.1%
01695200 CABLE ADVISORY EXPENSE							
01695200 51706 COUNTY RETIREMENT	3,000	3,000	.00	.00	.00	3,000.00	.0%
01695200 51707 EMPLOYER'S FICA	752	752	.00	.00	.00	752.00	.0%
01695200 52400 REPAIRS AND MAINTEN	671	671	.00	.00	.00	671.00	.0%
01695200 53012 EMPLOYEE TRAIN SEM/	309	309	175.00	175.00	.00	134.00	56.6%
01695200 53401 POSTAGE	103	103	.00	.00	.00	103.00	.0%
01695200 53800 OTHER SERVICES	323	323	.00	.00	.00	323.00	.0%
01695200 54200 OFFICE SUPPLIES	1,030	1,030	93.15	93.15	.00	936.85	9.0%
01695200 55800 OTHER SUPPLIES	772	772	.00	.00	.00	772.00	.0%
01695200 57100 IN-STATE TRAVEL	257	257	.00	.00	.00	257.00	.0%
01695200 57150 TRAINING AND EDUCAT	144	144	.00	.00	.00	144.00	.0%
01695200 57300 DUES AND MEMBERSHIP	643	643	.00	.00	.00	643.00	.0%
01695200 58500 ADDITIONAL EQUIPMEN	26,000	26,000	.00	.00	.00	26,000.00	.0%
TOTAL CABLE ADVISORY EXPENSE	34,004	34,004	268.15	268.15	.00	33,735.85	.8%
TOTAL CABLE ADVISORY COMMITTEE	85,897	85,897	2,399.57	2,399.57	.00	83,497.43	2.8%

08/01/2016 13:07 |Town of Douglas
9824jlov |ACCOUNT SUMMARY TRIAL BALANCE FOR FY16/JUL TO JUN

FUND 0283

ACCOUNT ACCOUNT NAME	BEG. BALANCE	ORG	DEBITS	CREDITS	NET CHANGE	END BALANCE
0283-05-695-0000-0-000-35603 - FB REVOLVING - CABLE TV	-351,114.89	2836951	.00	.00	.00	-351,114.89
0283-05-695-0000-0-000-48400 - CABLE - MISCELLANEOUS REVENUE	.00	2836951	.00	60,955.20	-60,955.20	-60,955.20 ✓
0283-05-695-0000-0-000-51110 - F/T WAGES	.00	2836951	30,995.83	2,205.16	28,790.67	28,790.67
0283-05-695-0000-0-000-51200 - P/T Wages	.00	2836951	11,505.30	884.60	10,620.70	10,620.70
0283-05-695-0000-0-000-52400 - REPAIRS AND MAINT AGREEMENT	.00	2836951	893.22	64.44	828.78	828.78
0283-05-695-0000-0-000-53012 - EMPLOYEE TRAIN SEM/CONF	.00	2836951	225.00	.00	225.00	225.00
0283-05-695-0000-0-000-53401 - POSTAGE	.00	2836951	88.46	.00	88.46	88.46
0283-05-695-0000-0-000-54200 - OFFICE SUPPLIES	.00	2836951	499.09	.00	499.09	499.09
0283-05-695-0000-0-000-55800 - OTHER SUPPLIES	.00	2836951	98.97	.00	98.97	98.97
0283-05-695-0000-0-000-57100 - IN-STATE TRAVEL	.00	2836951	57.38	.00	57.38	57.38
0283-05-695-0000-0-000-57150 - TRAINING AND EDUCATION	.00	2836951	258.07	.00	258.07	258.07
0283-05-695-0000-0-000-57300 - DUES AND MEMBERSHIPS	.00	2836951	350.00	.00	350.00	350.00
0283-05-695-0000-0-000-58500 - CABLE - ADDITIONAL EQUIPMENT	.00	2836951	5,885.58	.00	5,885.58	5,885.58
TOTALS FOR FUND 0283	-351,114.89		50,856.90	64,109.40	-13,252.50	-364,367.39
TOWN REVOLVING FUNDS	-351,114.89		50,856.90	64,109.40	-13,252.50	-364,367.39
REPORT TOTALS	-351,114.89		50,856.90	64,109.40	-13,252.50	-364,367.39

Parh 8/11/16

Douglas Cable Advisory Committee

Douglas Municipal Center

Meeting Minutes

Monday July 18, 2016

Mitch Cohen called the meeting to order at 7:14pm

Attendance:

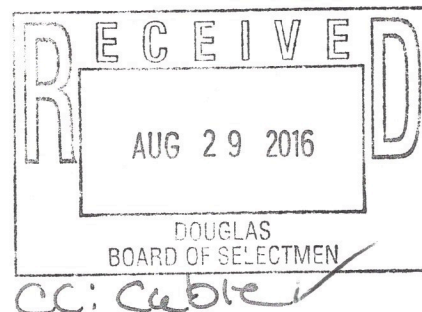
Committee: Mitch Cohen, Tom Devlin, Bob Werme, Chris Menn

Staff: Pat Aldrich, Kay Bowen

1. **Reorganization:** *Tom nominated Mitch Cohen as Chair, unanimous favor. Bob nominated Tom Devlin for Vice Chair, unanimous.*
2. **Vacancy:** There is an opening on the Committee, email cable@douglasma.org or call 508-476-4000 ext 122 if interested.
3. **Financials:** *Report from Town Finance Director Attached.*
4. **Meeting Minutes:** *Tom motioned to accept the minutes of 5/16/16 as presented, Bob 2nd, unanimous favor.*
5. **Correspondence:** Charter annual billing statement. Charter check for annual cable revenue, \$59,901.55 which is FY17 operating budget. State mandated franchise fees check, \$1,186.00 which goes into the Town general fund. Douglas Memorial Day annual flyer. Charter financial report. Chris Menn re-appointment letter from the Board of Selectmen. Board of Selectmen letter to Charter confirming FY18 operating budget of \$61,699.00. Charter internet bill, Mitch explained about a confusion in the IT dept handling of the new internet connection to Town Hall, this bill will not be paid at this time, the Town needs to figure out the situation. New Charter channels listed.
6. **Cable Policy Review:** 3rd read of Open Meeting Recording policy. *Tom motioned to approve the "Open meeting recording and broadcast" policy as read by Mitch, Chris 2nd, unanimous favor.*
7. **Purchasing Authority:** Committee was supportive of allowing Pat to complete purchases previously authorized by the Committee, and upon approval by the Committee Chair via email.
8. **Coordinator's Report:** *Pat's Report Attached.* Some discussion about the \$10,000 public expansion for FY17.
9. **Equipment:** Resource Room monitor quote from Gary Pink discussed. Pat was asked to check on a larger TV for the 2nd monitor. *Bob motioned not to exceed \$10,000.00 for equipment for Resource Room monitor and installation, Tom 2nd, unanimous favor.* Waiting on one more quote for Broadcast servers.
10. **Next Meeting:** Monday, 8/8/16
11. **Adjourn:** *Bob motioned to adjourn at 8:08pm, Tom 2nd, unanimous favor.*

August 25, 2016

Mr. Michael Guzinski
Town Administrator
Town of Douglas
29 Depot Street
Douglas, MA 01516



Dear Local Franchise Authority:

This letter is to inform you of a new addition to our channel line-up taking effect on or after September 27, 2016.

The following new Arts oriented channels will be added to the Charter Spectrum channel line-up:

<u>Programming Service</u>	<u>Channel</u>
Ovation	175
Ovation (HD)	829

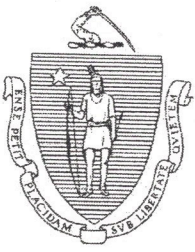
Charter Communications customers in your community are already receiving information regarding this new addition.

If you have any questions, please do not hesitate to contact me at 774-243-9735 or via email at Tom.Cohan@charter.com.

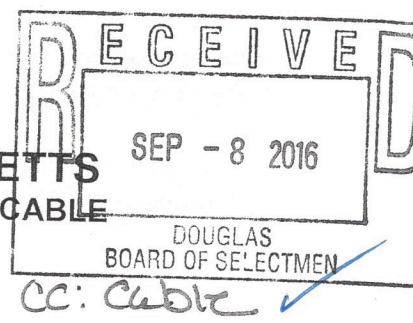
Sincerely,

A handwritten signature in cursive script that reads "Thomas P. Cohan".

Thomas P. Cohan
Director, Government Affairs



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE



D.T.C. 16-2

September 6, 2016

Investigation by the Department of Telecommunications and Cable, On its Own Motion, Instituting A Rulemaking and Regulation Review Pursuant to G.L. c. 30A, 207 C.M.R. § 2.00, 220 C.M.R. § 2.00, and Executive Order No. 562 To Reduce Unnecessary Regulatory Burdens

NOTICE OF PUBLIC HEARING AND REQUEST FOR COMMENTS

On September 6, 2016, the Department of Telecommunications and Cable ("D.T.C.") issued an Order Instituting a Rulemaking, pursuant to the provisions of G.L. c. 25C, G.L. c. 30A, G.L. c. 159, G.L. c. 166A, 220 C.M.R. § 2.00, 207 C.M.R. § 2.00, and Executive Order No. 562, to reduce unnecessary regulatory burden and to amend or rescind D.T.C. regulations within Titles 207 and 220 of the Code of Massachusetts Regulations ("C.M.R.").

The D.T.C.'s regulations currently reside in two Titles of the C.M.R., with cable regulations located in Title 207 and telecommunications regulations located in Title 220. However, Title 220 has been assigned to the D.T.C.'s sister agency, the Department of Public Utilities ("D.P.U."). Further, certain chapters, including 220 C.M.R. §§ 1.00, 2.00, 5.00, 45.00, 26.00, 77.00, and 78.00, are presently used by both agencies and applicable to industries regulated by both agencies.¹ As a result, the D.T.C.'s proposed amendments largely shift D.T.C. regulations and those applicable to telecommunications into Title 207. In addition, with the exception of 220 C.M.R. § 45.00, which will continue to apply to both agencies, but will not be addressed at this hearing, the D.P.U. will independently propose to amend Title 220 to remove that Title's applicability to telecommunications common carriers.

The D.T.C. proposes to merge procedural regulations applicable to cable and telecommunications into a single chapter, 207 C.M.R. § 1.00, and similarly merge regulations involving the adoption, amendment, or repeal of regulations into 207 C.M.R. § 2.00. Other proposed changes include technical corrections, updating outdated references, and choosing not to repromulgate certain unnecessary or shared regulations. In particular, the D.T.C. proposes not to repromulgate 220 C.M.R. §§ 16.00 and 273.00 in its regulations. The D.T.C. also proposes not to repromulgate telecommunications-specific provisions contained in 220 C.M.R. §§ 77.00 and 78.00. As noted above, the D.P.U. will independently propose to rescind 220 C.M.R. §§ 16.00 and 273.00, and to amend 220 C.M.R. §§ 77.00 and 78.00 so that they do not apply to telecommunications common carriers.

A copy of the D.T.C.'s Order and proposed amended regulations may be viewed at the D.T.C.'s Washington Street address listed below. The D.T.C. has also posted a copy of the Order and proposed amended regulations on its website. Documents on the D.T.C.'s website

¹ Although Title 220 has been assigned to the D.P.U., several Chapters remain within the regulatory purview of the D.T.C. due to the agencies' joint history. In addition, due to longstanding practice, the D.T.C. relies on the regulations as they are drafted and listed on the D.T.C.'s website, rather than those amended by the D.P.U. (e.g., Chapters 1.00, 2.00, and 5.00). The D.T.C. and the D.P.U. share jurisdiction over Chapter 45.00, which applies to pole attachments.

may be accessed through the D.T.C.'s online File Room and at <http://www.mass.gov/ocabr/government/oca-agencies/dtc-lp/regulation-review.html>.

The D.T.C. will conduct a public hearing to receive comments on its proposed regulation amendments. The hearing will take place at:

Department of Telecommunications and Cable
Hearing Room 1-E
1000 Washington Street
Boston, Massachusetts 02118-6500
Wednesday, October 19 at 10:00 A.M.

Any person interested in commenting on this matter may appear at the public hearing, or submit written comments to the D.T.C. not later than 5:00 P.M. on Monday, October 31, 2016. In the interest of efficiency, the D.T.C. strongly encourages electronic filing. Interested stakeholders may submit written comments to dtc.efiling@state.ma.us. Comments may also be mailed in hard copy to the D.T.C. at:

Sara J. Clark, Secretary
Department of Telecommunications and Cable
1000 Washington Street, Suite 820
Boston, MA 02118-6500

Submittals should reference the docket number, specify the regulation(s) about which comments are being submitted, and should include the name, title, and telephone number of a person to contact in the event of questions about the filing. Please note that all filings submitted to the D.T.C. are subject to disclosure pursuant to G.L. c. 66, § 10, unless protected by statutory exemption. All comments will be posted to the D.T.C.'s website.

Reasonable accommodations for people with disabilities are available upon request. Include a description of the accommodation you will need, including as much detail as you can. Also include a way we can contact you if we need more information. Please allow at least two weeks (14 days) advance notice. Last minute requests will be accepted, but may be impossible to provide. All such requests should be submitted to Sara J. Clark at sara.clark@state.ma.us or (617) 305-3580.

For questions about this Notice, contact Sara J. Clark, D.T.C. Secretary, at (617) 305-3580 or sara.clark@state.ma.us.

PRIMARY GOAL: To expand the Public Channel programming utilizing the additional \$10,000 allotted to this purpose in the FY17 cable budget.

Special Project: Monthly half hour program highlighting aspects of Douglas, MA. Title TBD.

Public Field Producer: “Temporary Employee” on experimental basis (FY17 approved).

Duties Included:

- Maximum 19 hours per week (part time).
- Pursue and maintain contacts as leads for programming.
- Keep a shared spreadsheet of “contacts” with minimum info required. (Google Docs)
- Coordinating on-site productions, video recordings, interviews, as needed.
- Operate a video camera, audio, and lighting to record program footage.
- Gather B-Roll footage for editing.
- Non-linear Digital Editing on Final Cut Pro X.
- Deliver a program (Monthly?) to Douglas Cable Access for air on the Public Channel and any related online sources in an approved file format.
- Self-motivated individual who can produce on a deadline.
- Ability to work from home/remotely.

Areas of Interest:

- Local Businesses (in conjunction with Economic Development Committee?)
 - Local History (in conjunction with Historical Society?)
 - Local Attractions, Tourism, Recreation (in conjunction with Cultural Council?)
 - Resident Hobbies and Interests
 - Veterans Interests
 - Elected Officials
 - CPI partners who need assistance
-

Next Steps:

- Set program parameters.
- Write up official job description.
- Set pay rate and hours.
- Advertise opening on Town Website, Town Hall, and any publications related.

Attached

- July, August 2016 Meetings Reports.

Updates

- Martha Cupka 100th Birthday Party Sr. Center Program broadcasting and online, copies were made for family, well received.
- KidMissing 18 filmed, edited, broadcast and online.
- Summer Concert Series filmed, edited, broadcast and online.
- FY16 Financial Reconciliation has been completed with Town Finance Director (as seen in financials).
- Lynda.com can no longer process purchase orders for annual membership fee, only credit card.
- Judging site for ACM-NE video festival, category "Talk Shows" completed.
- Boiler Room fire-up recorded for posterity and training, provided to Adam Furno on DVD and link for download in Google Drive.
- Old/Unused/Broken Inventory Disposal Protocol: List submitted to Committee, vote to dispose, coordinate disposal with Adam, or can sell on Craigslist, Ebay, etc.

Upcoming:

- **Media Resource Expo:** Annual Danvers media showcase, free.
- **Octoberfest 2016:**
 - (4) Stages: so far only two recording assistants are available, plus Pat will be able to cover one stage completely, three partially, as best we can.
 - Volunteers to record can be provided cameras, please contact Pat cable@douglasma.org
 - Mat Ofcarcik planning to do his annual interview show.

Equipment

- **Resource Room Presentation Equipment:**
Quote attached
- **Broadcast Server Replacement (Capital FY17):**
Worksheet & Quotes attached

July FY17											
Date	Day	Meeting	Time	Room	Staff	Paid	Canc	Wages	Notes		
7/5/2016	TUE	BOS	7:00 PM	RES	Sarah Guimond	1	1	\$50.00	Cmt No Show	MON	2
7/5/2016	TUE	EDC	7:00 PM	COM	Kay Bowen	1	1	\$50.00	Cmt No Show	TUE	9
7/5/2016	TUE	Sewer	7:00 PM	SEW	Arthur Griffin	1	0	\$55.65		WED	2
7/6/2016	WED	ZBA	7:00 PM	COM	Angela Coe	1	0	\$55.85		THU	2
7/7/2016	THU	Concert	7:00 PM	GAZ	Sarah Guimond	0	1	\$0.00	Cancelled	FRI	1
7/12/2016	TUE	PB	7:00 PM	COM	Arthur Griffin	0	1	\$0.00	Cancelled	9am-12noon	0
7/13/2016	WED	Building	7:00 PM	COM	Sarah Guimond	1	0	\$50.00		12noon-6pm	2
7/18/2016	MON	Cable	7:00 PM	RES	Kay Bowen	1	0	\$50.00		7:00 PM	14
7/18/2016	MON	ConCom	7:00 PM	COM	Steve Zisk	0	0	\$0.00		COM	7
7/19/2016	TUE	Personnel	2:30 PM	RES	Sarah Guimond	0	1	\$0.00	Cancelled	RES	4
7/19/2016	TUE	EDC	7:00 PM	COM	Arthur Griffin	1	0	\$55.85		MISC	5
7/22/2016	FRI	Boiler Roo	7:30 AM	BOIL	Sarah Guimond	1	0	\$50.00		Recorded	9
7/26/2016	TUE	BOS	7:00 PM	RES	Sarah Guimond	1	0	\$50.00		Not R/Paid	3
7/26/2016	TUE	Library	7:00 PM	COM	Angela Coe	1	0	\$55.85		Don't Do	1
7/26/2016	TUE	Octoberfest	7:00 PM	KIT	Kay Bowen	1	1	\$50.00	Cmte No Show	Cancelled	6
7/28/2016	THU	Sr. Center	1:00 PM	Sr.	Sarah Guimond	1	0	\$50.00		MEETINGS	16
					Totals	12	6	\$623.20			

Aug FY17											
Date	Day	Meeting	Time	Room	Staff	Paid	Canc	Wages	Notes		
8/1/2016	MON	ConCom	7:00 PM	COM	Steve Zisk	0	0	\$0.00	They Do	MON	4
8/2/2016	TUE	Personnel	2:30 PM	COM	Sarah Guimond	1	0	\$50.00		TUE	14
8/2/2016	TUE	EDC	7:00 PM	COM	Tess Werme	1	1	\$55.65	Cmte No Show	WED	4
8/2/2016	TUE	St Budget	7:00 PM	RES	Kay Bowen	0	1	\$0.00	LNC	THU	3
8/2/2016	TUE	Sewer	7:00 PM	SEW	Arthur Griffin	1	0	\$55.65		FRI	0
8/3/2016	WED	SC	7:00 PM	DHS	Scott Vallemier	0	0	\$0.00	They Do	9am-12noon	0
8/3/2016	WED	ZBA	7:00 PM	COM	Kay Bowen	1	0	\$50.00		12noon-6pm	5
8/4/2016	THU	Concert	6:00 PM	GZBO	Sarah Guimond	1	0	\$50.00		7:00 PM	20
8/8/2016	MON	Cable	7:00 PM	RES	Angie Coe	0	1	\$0.00	LNC	COM	10
8/9/2016	TUE	Cemetery	7:00 PM	RES	Kay Bowen	1	1	\$50.00	Cmte No Show	RES	5
8/9/2016	TUE	PB	7:00 PM	COM	Arthur Griffin	1	0	\$55.65		MISC	10
8/11/2016	THU	Concert	6:00 PM	GZBO	Sarah Guimond	1	0	\$50.00		Recorded	15
8/15/2016	MON	ConCom	7:00 PM	COM	Steve Zisk	0	0	\$0.00	They Do	Not R/Paid	2
8/16/2016	TUE	BOS	7:00 PM	RES	Sarah Guimond	1	0	\$50.00		Don't Do	4
8/16/2016	TUE	Cemetery	7:00 PM	KIT	Arthur Griffin	1	0	\$55.65		Cancelled	6
8/16/2016	TUE	EDC	7:00 PM	COM	Tess Werme	1	0	\$55.65		MEETINGS	25
8/17/2016	WED	SC	7:00 PM	DHS	Scott Vallemier	0	0	\$0.00	They Do		
8/18/2016	THU	BVT SC	6:00 PM	BVT	Pat Aldrich	0	0	\$0.00			
8/22/2016	MON	Sewer	7:00 PM	SEW	Arthur Griffin	1	0	\$55.65			
8/23/2016	TUE	BFCC	7:00 PM	COM	Angela Coe	0	1	\$0.00	LNC		
8/23/2016	TUE	Library	7:00 PM	KIT	Tess Werme	1	0	\$55.65			
8/23/2016	TUE	St Budget	7:00 PM	RES	Kay Bowen	1	0	\$50.00			
8/23/2016	TUE	Octoberfest	7:00 PM	KM	Sarah Guimond	1	0	\$50.00			
8/24	WED	Cultural	6:30	COM	Sarah Guimond	1	0	\$50.00			
8/30	TUE	Octoberfest	7:00 PM	COM	Sarah Guimond	0	1	\$0.00	LNC		
						16	6	\$839.55			



Date: 7.26.2016
 Quote: Meeting Room Monitor
 Valid For: 30 Days
 Terms: N30
 Prepared By: Gary Pink, Account Executive

Prepared For:

Pat Aldrich
 Douglas Cable Access
 Douglas, MA
cable@douglasma.org

Qty	Model	Description		Price	Ext
1	FWD75W850C	Sony 75" Professional Full HD Public Display		\$ 2,275.00	\$ 2,275.00
1	FWD43X830C	Sony 43" Professional UHD Display		\$ 974.00	\$ 974.00
2	LTM1U	Chief Large Micro Adjustable Mount		\$ 202.75	\$ 405.50
1	VP-734	Kramer 7-Input 4K UHD Presentation Switcher/Scaler		\$ 1,535.25	\$ 1,535.25
1	WP-571	Kramer HDMI to TP Transmitter Wall Plate	Room to scaler	\$ 170.00	\$ 170.00
2	PT-572+	Kramer TP to HDMI Receiver	For above unit & monitor	\$ 170.00	\$ 340.00
1	WP-301xl	Kramer Active HD15 "VGA" transmitter Wall Plate	Room to scaler	\$ 228.00	\$ 228.00
1	TP-50	Kramer Active HD15 "VGA" receiver	For above unit	\$ 341.75	\$ 341.75
1	PT-571	Kramer HDMI to TP Transmitter	Scaler to monitor	\$ 152.25	\$ 152.25
1	BEM-4-H	Ensemble Designs Bright Eye Mitto 4 w/HDCP	Contract to enable	\$ 1,725.00	\$ 1,725.00
		Customer responsible for power for monitor (outlet or extension).			
		Customer responsible to purchase AppleTV and Chromecast			
		if needed. ISG will install.			
1	Installation	Mount and install monitor, Install and wire wall plates. Wire		\$ 2,750.00	\$ 2,750.00
		control room connections. Test			
1	CCP	Cables Connectors and Parts		\$ 260.00	\$ 260.00
1	Shipping	Shipping Charge		\$ 100.00	\$ 100.00
Package Total					\$ 11,256.75

IntegratedSolutions Group
 858 Providence Highway, Norwood, MA 02062
 Phone 781-769-7810 Fax 781-769-5750

PRIMARY GOAL: To capture and playback PEG Videos.

PROTOCOL:

- **Media Aggregation: Collection of the Video Files**
 - CURRENT:
 - DVD-R (Resource Room, Community Room, School)
 - Sony PXW-X70 Cameras SD Cards
 - *New File Formatting would allow some room for improvement.*
- **Metadata: Describe the Video Files**
 - CURRENT:
 - File Name.
 - Database entries (limited info).
 - Description for schedule lineup.
 - *Needs Improvement.*
- **Transcode: Manipulating into usable Video Files**
 - CURRENT:
 - MPEG Streamclip (Rip DVD File)
 - Final Cut Pro (Import SD Card Footage)
 - Compressor (Transcode for Broadcast/Web)
- **Distribute: Transfer/Upload/Share Video Files**
 - CURRENT:
 - Transmit FTP to server.
 - Transmit FTP to web.
- **Schedule: User Interface with Server**
 - CURRENT:
 - Leightronix scheduling through VMWare (one license for one computer).
 - *Needs Improvement.*
- **Broadcast: Signal from Server to Head End (Charter) for TV Broadcast**
 - CURRENT:
 - Fiber Modulators in Broadcast Rack (up to date).

Capital Item: \$45,000 approved by Town Meeting 5/2/16

Replacement Broadcast Server Compare Sheet FY17

Name	TelVue	Tightrope	Castus
Company	TelVue	Integrated Solutions	Access A/V NH
Product	<i>Hypercaster B-1000</i>	<i>Cablecast Flex 2</i>	<i>Quickroll</i>
Price	\$39,659.89	\$26,396.00	\$31,992.00
Hardware Warranty	<i>5 Years</i>	<i>3 Years</i>	<i>3 Years</i>
Storage	5.5TB	10TB	8TB
Annual Fees	\$2,000.00	\$0.00	\$0.00
Emergency Logins	Yes	Yes	Not Currently
VOD/Streaming	\$2,410.00 (annual) Online Service	\$8,275.00 (one time) 6TB RAID Server	\$7,186.00 + \$1,342 annual Encoder + Annual Fee
+ School Channel w/BB*	<i>Hypercaster B-1000</i>	<i>Cablecast Flex 4</i>	<i>Quote not submitted.</i>
Price	\$52,699.89	\$40,746.25	Quote not submitted.

***Add School Channel Hardware to Municipal Rack:** (Met with Charter Reps 9/15/16)

- Fiber splices, Charter: (est) **\$1,100.00**
- Demodulator added @ School IT room, Charter: (no cost)
- Modulator from head-end moved to Municipal Broadcast Rack, Charter: (no cost)
- Possible SDI converters, Tightrope: (est) **\$500.00**



Date: 7.13.2016
 Quote: Tightrope Playback
 Valid For: 30 Days
 Terms: N30
 Prepared By: Gary Pink, Account Executive

Prepared For:

Pat Aldrich
 Douglas Cable Access
 Douglas, MA
cable@douglasma.org

Qty	Model	Description		Price	Ext
1	CBL-FLEX2-340	Tightrope 2 channel server w/10TB Raid Storage	Redundent Raid System	\$ 17,975.00	\$ 17,975.00
1	CBL-CG330-SDI	Tightrope Carousel Bulletin Board Player	Shared between channels	\$ 3,595.00	\$ 3,595.00
1	KUMO 1604	AJA 16x4 HD-SDI Router		\$ 1,325.00	\$ 1,325.00
1	BMD-CONVMSYNC	Blackmagic Sync Generator	Genlock	\$ 185.25	\$ 185.25
2	BMD-CONVMASA	Blackmagic SDI to Analog Converter	Output to Channels	\$ 185.25	\$ 370.50
1	BMD-CONVMAAS2	Blackmagic Analog to SDI Converter	Meeting Room	\$ 185.25	\$ 185.25
					\$ -
					\$ -
					\$ -
	Options				\$ -
	CBL-CG330-SDI	Tightrope Carousel Bulletin Board Player	Independent BB for second channel	\$ 3,595.00	
	CBL-SVR430-VOD	Tightrope Video on Demand Server w/6TB Riad	Adds Video on Demand	\$ 8,275.00	
1	Installation	Install Server, Configure and wire, Test. CAD Drawings		\$ 2,400.00	\$ 2,400.00
		TRMS Training Included			
1	CCP	Cables Connectors and Parts		\$ 260.00	\$ 260.00
1	Shipping	Shipping Charge		\$ 100.00	\$ 100.00
1	Warranty	3 year warranty of CBL-FLEX2-340 server. All other			
		equipment and installation are coved by a 1 year			
		warranty			
		Package Total			\$ 26,396.00

IntegratedSolutions Group
 858 Providence Highway, Norwood, MA 02062
 Phone 781-769-7810 Fax 781-769-5750



Date: 7.13.2016
 Quote: Tightrope Playback
 Valid For: 30 Days
 Terms: N30
 Prepared By: Gary Pink, Account Executive

Prepared For:

Pat Aldrich
 Douglas Cable Access
 Douglas, MA
cable@douglasma.org

Qty	Model	Description		Price	Ext
1	CBL-FLEX4-540-16	Tightrope 4 channel server w/16TB Raid Storage	Redundent Raid System	\$ 28,125.00	\$ 28,125.00
2	CBL-CG330-SDI	Tightrope Carousel Bulletin Board Player	Gov/Pub , Edu	\$ 3,595.00	\$ 7,190.00
1	KUMO 1604	AJA 16x4 HD-SDI Router		\$ 1,325.00	\$ 1,325.00
1	BMD-CONVMSYNC	Blackmagic Sync Generator	Genlock	\$ 185.25	\$ 185.25
3	BMD-CONVMASA	Blackmagic SDI to Analog Converter	Output to Channels	\$ 185.25	\$ 555.75
1	BMD-CONVMAAS2	Blackmagic Analog to SDI Converter	Meeting Room	\$ 185.25	\$ 185.25
					\$ -
					\$ -
					\$ -
	Options				\$ -
	CBL-SVR430-VOD	Tightrope Video on Demand Server w/6TB Riad	Adds Video on Demand	\$ 8,275.00	
1	Installation	Install Server, Configure and wire, Test. CAD Drawings		\$ 2,750.00	\$ 2,750.00
		TRMS Training Included			
1	CCP	Cables Connectors and Parts		\$ 280.00	\$ 280.00
1	Shipping	Shipping Charge		\$ 150.00	\$ 150.00
1	Warranty	3 year warranty of CBL-FLEX4-540-16 server. All other			
		equipment and installation are coved by a 1 year			
		warranty			
		Package Total			\$ 40,746.25

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TelVue Quotation - Confidential

Created Date 8/1/2016
 Quote Number Q-012071
 Account Name Douglas Cable Access
 Name Pat Aldrich
 Title Cable Coordinator
 Phone (508) 476-4000 x122
 Email cable@douglasma.org



Quote Terms Expire 30 Days from Issue Date

TelVue Contact Information

Prepared By Charles Paige
 Email cpaige@telvue.com
 Phone (800) 885-8886 x122
 Fax (856) 866-7411

< USE FAX No. TO SUBMIT SIGNED QUOTE

Customer Address Information

Account Name Douglas Cable Access Ship To Name Douglas Cable Access
 Billing Address 29 Depot St
 Douglas, MA 01516

Special Terms HyperCaster B1000
 20% Government discount applied to all TelVue

The following page contains a quote for TelVue products and services.

Prior to signing the quote in indication of your acceptance as a purchase order, please confirm the billing contact information and shipping information above.

If you have any questions please contact your Telvue contact (identified above).

Product	TC Elig	Line Item Description	List Price	Quantities	Discount	Sales Price	Unit Net Price	Ext Net Price
HyperCaster B1000-IPTV	Yes	IP Video Server (1RU), 1 x 120 GB SSD For Linux OS, 4 x 2TB HD RAID5 For Media, 4 x GigE, CBR or VBR MPEG-2 TS, 4 x IP Channels enabled (20 Max), IP StreamThru, Redundant PS, ATSC & CableLabs SD&HD, Media Storage: 5.5TB	\$16,950.00	1	20.00%	\$16,950.00	\$13,560.00	\$13,560.00

HyperCaster IP Capture	Yes	IP Capture Option - Capture an HD / SD MPEG-2 TS on schedule and store as a file. The captured file can be played out locally or transferred to another device.	\$1,500.00	1	100.00%	\$1,500.00	\$0.00	\$0.00
HyperCaster Channel - H264	Yes	Option - Add H.264 Support To HyperCaster Series, All Channels On HyperCaster MUST Be Upgraded To H.264 At The Same Time	\$500.00	1	100.00%	\$500.00	\$0.00	\$0.00
HyperCaster Archiving	Yes	HyperCaster Archiving Module enables integration with any standard NAS running SMB or FTP for advanced archiving workflow. This extends the HyperCaster content management to content on networked Archive Servers including metadata, thumbnails, search, & au	\$2,000.00	1	100.00%	\$2,000.00	\$0.00	\$0.00
A140M	No	Amino A140 MPEG-2 and MPEG-4 HD IP-set-top Box with Remote Control./TPCL	\$299.00	1	10.00%	\$299.00	\$269.10	\$269.10
Black Magic - MINI-SDI-TO-ANALOG	No	Black Magic SDI to Analog Mini-Converter/TPCL	\$295.00	2	10.00%	\$295.00	\$265.50	\$531.00
SG300-28	No	Cisco SG300-28 28-Port Gigabit Managed Switch/TPCL	\$699.99	1	10.00%	\$699.99	\$629.99	\$629.99
PEG-NE24-IP-C	No	Drake MPEG2/H.264 Encoder with SDI and Composite Video/Analog Audio inputs. Shipped with a gigabit copper SFP.	\$2,199.00	2	10.00%	\$2,199.00	\$1,979.10	\$3,958.20
PEG-RK-KIT	No	Drake PEG-RK-KIT for NE-24 series of encoders. Includes rack panel for 3 encoders, triple power supply, and power supply mounting bracket.	\$239.00	1	10.00%	\$239.00	\$215.10	\$215.10
Episode Pro 7 - Mac	No	Episode is a multi-format encoding application for Mac that encodes video to all major Web, DVD authoring, mobile, portable device formats, and pro formats (MXF, GXF, IMX, MPEG-2/-4 TS). If using for HyperCaster, then Episode Pro Audio is Required /TPCL	\$1,195.00	1	10.00%	\$1,195.00	\$1,075.50	\$1,075.50
ProVue HD - Digital	Yes	Professional IP Decoder, 1 RU, Dual GigE Interfaces, Integrated MPEG-2 and H.264 NTSC (PAL) Output Channel, HD/SD on HD-SDI.	\$3,950.00	2	20.00%	\$3,950.00	\$3,160.00	\$6,320.00
ProVue Graphics - Basic	Yes	Optional Basic Graphics for ProVue 1RU or HyperCaster ProVue Inside - Adjustable On-Screen Text Crawl and Logo Insertion	\$1,000.00	2	20.00%	\$1,000.00	\$800.00	\$1,600.00
HyperCaster B1000-SHIP	No	Shipping Charge - B1000 Series /TPCL	\$75.00	1		\$75.00	\$75.00	\$75.00
ProVue Ship	No	ProVue Shipping /TPCL	\$50.00	2		\$50.00	\$50.00	\$100.00
MISC-SHIP	No	Shipping Charge - Miscellaneous/TPCL	\$0.00	1		\$150.00	\$150.00	\$150.00
MISC-CBL	No	Misc. Cables / Connectors / Parts	\$0.00	1		\$250.00	\$250.00	\$250.00

Installation and Training Services	No	Daily Installation Rate/TPCL	\$1,500.00	1		\$1,500.00	\$1,500.00	\$1,500.00
TELVUE CARE Through Year 5	No	TelVue Care warranties for 5 years TelVue hardware and provides on-going access to on-line software upgrades and basic application feature enhancements. A \$500 reactivation fee will apply to a lapsed TelVue Care warranty.\TPCL	\$0.00	1	20.00%	\$13,657.50	\$10,926.00	\$10,926.00
Trade-In Credit	No	Credit For Trade-in Equipment	\$0.00	1		(\$1,500.00)	(\$1,500.00)	(\$1,500.00)
CUSTOM-EQUIP	No	*****CloudCast VOD*** \$2410	\$0.00	1		\$0.00	\$0.00	\$0.00
Connect - Broadcast Workflow	No	Requires Basic Connect CMS. Adds one SD broadcast preset, 250GB transcoding, download, automatic Broadcast Server Distribution, 1 Channel.	\$1,800.00	0		\$1,800.00	\$1,800.00	\$0.00
Connect - CloudCast/Streaming Workflow	No	Requires Basic Connect CMS. Adds SBR VOD preset, 1 VOD Player. 250GB transcoding, 250GB CDN/month. Includes Live Streaming.	\$1,800.00	0		\$1,800.00	\$1,800.00	\$0.00
Connect - CMS	No	Includes Uploads, 100GB storage, 10 users. Access to MediaExchange (syndicate and license), APIs.	\$1,200.00	0		\$1,200.00	\$1,200.00	\$0.00
TeleCast SD	Yes	SD Internet Streaming Encoder, 1 RU, RTMP/H.264 Multi-rate (3 rates max), Quad Core i7 CPU, 4 GB RAM, 80 GB Internal Solid State Drive, Dual GigE Interfaces, Inputs = Composite, Component, HDMI	\$3,950.00	0	20.00%	\$3,950.00	\$3,160.00	\$0.00
CUSTOM-EQUIP	No	*****InfoVue digital Signal**** \$2780.90 (minus encoder)	\$0.00	1		\$0.00	\$0.00	\$0.00
InfoVue Pro	Yes	Professional InfoVue digital signage player. 1 Ru rack mount chassis, Core i7 3.2GHz, 4GB RAM, 120GB SSD storage, HDMI & IP output up to 1080p. Includes access to cloud-based InfoVue signage application for full design, management, and scheduling of one o	\$4,950.00	0	20.00%	\$4,950.00	\$3,960.00	\$0.00
InfoVue Ship	No	InfoVue Shipping /TPCL	\$50.00	0		\$50.00	\$50.00	\$0.00
InfoVue Stick - Preview	Yes	InfoVue Stick - Digital Signage preview player. HDMI output with up to 1080p output. WiFi access for content loading. For previewing only - not for production use.	\$195.00	0	100.00%	\$195.00	\$0.00	\$0.00
BARIX	No	BARIX Instreamer encodes analog audio sources in real time in a configurable format (MP3, PCM, G.711,G.722) and streams via TCP, UDP and Multicast RTP format to configurable destinations. For use with InfoVue HD.	\$379.00	0	10.00%	\$379.00	\$341.10	\$0.00

Trade-In Credit	No	InfoVue has IP output, does not require Drake encoder	\$0.00	0		(\$1,979.10)	(\$1,979.10)	\$0.00
Installation and Training Services	No	Daily Installation Rate/TPCL	\$1,500.00	0		\$750.00	\$750.00	\$0.00
CUSTOM-EQUIP	No	*****School Channel Addition--- \$6290	\$0.00	1		\$0.00	\$0.00	\$0.00
PEG-NE24-IP-C	No	Drake MPEG2/H.264 Encoder with SDI and Composite Video/Analog Audio inputs. Shipped with a gigabit copper SFP./TPCL	\$2,199.00	0		\$2,199.00	\$2,199.00	\$0.00
ProVue HD - Digital	Yes	Professional IP Decoder, 1 RU, Dual GigE Interfaces, Integrated MPEG-2 and H.264 NTSC (PAL) Output Channel, HD/SD on HD-SDI.	\$3,950.00	0	20.00%	\$3,950.00	\$3,160.00	\$0.00
ProVue Graphics - Basic	Yes	Optional Basic Graphics for ProVue 1RU or HyperCaster ProVue Inside - Adjustable On-Screen Text Crawl and Logo Insertion	\$1,000.00	0	20.00%	\$1,000.00	\$800.00	\$0.00
ProVue Ship	No	ProVue Shipping /TPCL	\$50.00	0		\$50.00	\$50.00	\$0.00
Installation and Training Services	No	Daily Installation Rate/TPCL	\$1,500.00	0		\$750.00	\$750.00	\$0.00

Quote Sub-total \$39,659.89

Additional Services	Fee	\$0.00
	Services Extras	\$0.00
	Sub-Total	\$0.00
	Quote Total	\$39,659.89

Terms are net 30. A finance / late fee of 1% per month will be added to an unpaid balance each month thereafter. Purchases of equipment outside of the United States require advance payment or letter of credit.

By Signing Below Customer Accepts Quote as Purchase Order on the above terms:

Printed Name: _____ Title: _____

Signature: _____ Date: _____

(Fax to TelVue at: 856-866-7411, or Email to: orders@telvue.com)

Noted Service Options

TelVue Care is quoted as 15% of the value at sale of TelVue Care eligible equipment for year 2 coverage, declining (straight line) to 7.5% in the 5th year coverage if prepaid.

\$0.00

\$0.00

\$0.00

\$0.00

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TELVUE's failure to object to provisions contained in any communication from Customer to the contrary shall not be deemed a waiver of the provisions of these Terms and Conditions. TELVUE will use commercially reasonable efforts to ship Products to Customer's address listed on the TELVUE Quote Form, and to provide Services to Customer's authorized users in accordance with the scheduled date specified by TELVUE. Customer acknowledges and agrees that delivery schedules are subject to change. TELVUE will notify Customer of any anticipated delay of thirty (30) or more days in delivery of the Products or Services purchased. Products are delivered F.O.B. TELVUE shipping point. Customer shall pay all shipping charges, including without limitation, transportation charges and insurance premiums, and shall be responsible for all taxes, duties and other government assessments. Customer shall pay TELVUE for any product or service fee (collectively, "FEES") set forth on TELVUE's Quote Form. Payment shall be made in U.S. dollars in the U.S. where Customer has established credit, and the terms of payment will be "NET 30" -- thirty (30) days from invoice date unless otherwise indicated on the invoice. Any FEES not paid by Customer when due shall bear interest until paid at a rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by law, whichever is less. Customer shall be responsible for the costs, including without limitation, attorneys' fees and court costs, incurred by TELVUE in connection with TELVUE's collection of any past-due FEES. Customer shall bear and be solely responsible for the payment of all taxes levied or assessed in connection with the Products and Services, if any, including without limitation, all sales, use, rental receipt, personal property, import and monthly or other taxes (but excluding taxes based solely upon TELVUE's income). In addition to any other remedy available to it, TELVUE may suspend or terminate the Services, in whole or in part, upon Customer's failure to timely pay the FEES without incurring any liability to Customer or others associated with Customer. All FEES paid and charges made prior to any termination as provided herein are nonrefundable. Termination of the Services shall not release Customer from any obligation to pay accrued charges on FEES. TELVUE may increase its FEES for any TELVUE-provided content and third-party software to the extent that its licensors raise their fees to TELVUE upon not less than thirty (30) days prior written notice to the Customer. If the increases exceed ten percent (10%) of the then current FEES, Customer may choose to delete the TELVUE-provided content or third-party software, as applicable. TELVUE reserves the right to begin charging Services FEES if the Services are not launched by Customer within one hundred twenty (120) days of the order date through no fault of TELVUE. Customer shall comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Products or any Confidential Information or any direct product thereof in violation of any such restrictions, laws or regulations, or to Afghanistan, the People's Republic of China or any Group Q, S, W, Y, or Z country specified in the then current Supplement No. 1 to Section 770 of the U.S. Export Administration Regulations (or any successor supplement or regulations); Customer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of all material or items deliverable by TELVUE to any location and shall demonstrate to TELVUE compliance with all applicable laws and regulations prior to delivery thereof by TELVUE. TELVUE warrants to Customer that the Products or Services offered by TELVUE pursuant to these Terms and Conditions shall conform to the specifications for such Products or Services mutually agreed to by the parties in writing at the time of shipment. The warranty period for hardware-based Products shall be twelve (12) months from the date of shipment. Customer's sole remedy for breach of the foregoing warranties shall be limited to Product replacement, or if replacement is inadequate, or in TELVUE's sole discretion impractical, to refund the purchase price. TELVUE PROVIDES THE PRODUCTS AND SERVICES "AS IS" AND MAKES NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES TELVUE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE PRODUCTS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE PRODUCTS OR SERVICES. EXCEPT AS SET FORTH HEREIN, OR IN A WRITTEN AGREEMENT BETWEEN THE PARTIES THAT EXPRESSLY AMENDS TELVUE'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, TELVUE MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY,

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TELVUE and Customer are independent contractors in the performance of these Terms and Conditions, and each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Customer is responsible for and will indemnify TELVUE from any and all claims, liabilities, damages, debts, settlements, costs, attorney's fees, expenses and liabilities of any type whatsoever that may arise in connection with the purchase and use of Products or Services and on account of Customer's activities, or those of its employees or agents, including without limitation, providing unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of TELVUE) to its customers or breaching any term, representation or warranty of these Terms and Conditions.

Certain TELVUE Products and Services require a full-time Internet connection for proper operation. An Internet connection may also be required for remote TELVUE support. Customer is responsible for providing Internet access that meets TELVUE's requirements. Customer shall provide TELVUE with access to Customer's technical personnel, facilities, systems, databases and information as necessary or appropriate for TELVUE to perform its obligations under these Terms and Conditions. Customer shall be solely responsible for all content supplied by Customer. Customer represents and warrants to TELVUE that such content will not violate or infringe any copyright, patent, trademark, trade secret, confidentiality or other proprietary right of any third party. License granted to Customer is for the object code version of the Products or Services and TELVUE-provided content only. Customer has no rights to the source code for the Products or Services or any TELVUE-provided content. Customer shall not permit anyone under Customer's direction or control to, reverse engineer, disassemble, de-compile or remove any identifying mark of TELVUE or its licensors from the Products, Services or any TELVUE-provided content or attempt to do so. Customer may not modify, adapt, translate or create derivative works of the Products, Services or any TELVUE-provided content without TELVUE's express written consent. The Services are licensed as a single product. TELVUE-provided content may be used only in conjunction with the Services. TELVUE shall retain all Proprietary Rights in and to the aforementioned and to any discoveries, improvements, inventions (whether or not patentable), ideas or know how that is conceived, learned, or reduced to practices by TELVUE in the course of performance under these Terms and Conditions. Both parties agree that all system designs, computer programs, data, processes, trade secrets, inventions (whether or not patentable), algorithms, know-how, and ideas and all other business, marketing, technical and financial information they obtain from the other party constitute "Confidential Information" of the disclosing party if marked as such when disclosed in writing, or if disclosed orally, designated as such within 10 days of oral disclosure. Except as expressly and unambiguously allowed under these Terms and Conditions, TELVUE and Customer agree to hold in confidence and not use or disclose the other party's Confidential Information. The receiving party shall not be obligated for any information which it can document: is in or (through no improper action or inaction by the receiving party) enters the public domain (and is readily available without substantial effort), or was rightfully in its possession or known by it prior to receipt from the disclosing party, or was rightfully disclosed to it by another person without restriction, or was independently developed by it by persons without access to such information and without use of any Confidential Information of the disclosing party, or is required to be disclosed pursuant to local or federal statutes and/or regulations. These obligations shall continue for a period of three (3) years from disclosure. TELVUE WILL NOT BE LIABLE WITH RESPECT TO OR ARISING OUT OF ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO TELVUE HERE UNDER OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST OF PROFITS, BUSINESS REVENUES OR SAVINGS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. TELVUE SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THE ENTIRE RISK ARISING OUT OF THE USE AND/OR PERFORMANCE OF THE PRODUCTS OR SERVICES REMAINS WITH CUSTOMER. IN NO EVENT SHALL TELVUE OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCTS OR SERVICE, EVEN IF TELVUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE OTHERWISE FORSEEABLE. IN THE EVENT A JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

If any provision of these Terms and Conditions is held unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms and Conditions shall otherwise remain in full force and effect and enforceable. These Terms and Conditions shall be governed by and construed under the laws of the State of New Jersey and the United States without regard to the conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that venue for any action of

any kind shall be Burlington County, New Jersey. Any waiver or amendment to these Terms and Conditions shall be effective only if made in writing and signed by a representative of the respective parties, authorized to bind the parties. The prevailing party in any action to enforce these Terms and Conditions shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees. Notices given under these Terms and Conditions shall be in writing and considered to be received upon the earlier of actual receipt or five (5) days after mailing if mailed postage prepaid by regular mail, or one (1) day after such notice is sent by major commercial rapid delivery courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights

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