# **FORM 100**

# **CABLE TELEVISION LICENSE APPLICATION**

# **VERIZON NEW ENGLAND INC.**

QUESTION 2

EXHIBIT A

EVIDENCE OF AUTHORIZED OFFICER'S AUTHORITY

See attached Board of Directors' Resolution.

# OF THE BOARD OF DIRECTORS OF

# VERIZON NEW ENGLAND INC. PURSUANT TO SECTION 708(b) OF THE BUSINESS CORPORATION LAW OF NEW YORK

The undersigned, constituting all the members of the Board of Directors of Verizon New England Inc. a New York corporation (the "Corporation"), do hereby consent to the adoption of the following resolution:

#### [Cable Television Licensing]

RESOLVED, that Donna C. Cupelo – Region Vice President is authorized and empowered to take or cause to be taken any and all actions and to execute and deliver or cause to be executed and delivered all documents, applications, and certificates necessary or advisable in connection with the cable television licensing of the Corporation in Massachusetts.

We hereby waive all notice of a meeting and the holding of any meeting of the Board of Directors to act upon said resolution, and do hereby direct that this Consent be inserted in the minute book of the Corporation. This Consent may be signed in any number of counterparts, each such counterpart to be deemed an original instrument, but all such counterparts together to constitute but one action by Consent. A counterpart to this Consent signed by one party and telecopied or emailed to the Secretary shall have the same effect as an original signed counterpart of this Consent and shall be conclusive proof of such party's execution of this Consent.

Ama & Cupela		
Donna C. Cupelo	Matthew D. Ellis	
Vauler		
Tami A. Erwin	Alexander W. Moore	

Dated: May /2, 2016

# CONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

OF

# VERIZON NEW ENGLAND INC. PURSUANT TO SECTION 708(b) OF THE BUSINESS CORPORATION LAW OF NEW YORK

The undersigned, constituting all the members of the Board of Directors of Verizon New England Inc. a New York corporation (the "Corporation"), do hereby consent to the adoption of the following resolution:

#### [Cable Television Licensing]

RESOLVED, that Donna C. Cupelo — Region Vice President is authorized and empowered to take or cause to be taken any and all actions and to execute and deliver or cause to be executed and delivered all documents, applications, and certificates necessary or advisable in connection with the cable television licensing of the Corporation in Massachusetts.

We hereby waive all notice of a meeting and the holding of any meeting of the Board of Directors to act upon said resolution, and do hereby direct that this Consent be inserted in the minute book of the Corporation. This Consent may be signed in any number of counterparts, each such counterpart to be deemed an original instrument, but all such counterparts together to constitute but one action by Consent. A counterpart to this Consent signed by one party and telecopied or emailed to the Secretary shall have the same effect as an original signed counterpart of this Consent and shall be conclusive proof of such party's execution of this Consent.

	Mamer Con	
Donna C. Cupelo	Matthew D. Ellis	
Tami A. Erwin	Alexander W. Moore	

Dated: As of May 12, 2016

# ONSENT IN LIEU OF MEETING OF THE BOARD OF DIRECTORS

OF

# VERIZON NEW ENGLAND INC. PURSUANT TO SECTION 708(b) OF THE BUSINESS CORPORATION LAW OF NEW YORK

The undersigned, constituting all the members of the Board of Directors of Verizon New England Inc. a New York corporation (the "Corporation"), do hereby consent to the adoption of the following resolution:

#### [Cable Television Licensing]

RESOLVED, that Donna C. Cupelo — Region Vice President is authorized and empowered to take or cause to be taken any and all actions and to execute and deliver or cause to be executed and delivered all documents, applications, and certificates necessary or advisable in connection with the cable television licensing of the Corporation in Massachusetts.

We hereby waive all notice of a meeting and the holding of any meeting of the Board of Directors to act upon said resolution, and do hereby direct that this Consent be inserted in the minute book of the Corporation. This Consent may be signed in any number of counterparts, each such counterpart to be deemed an original instrument, but all such counterparts together to constitute but one action by Consent. A counterpart to this Consent signed by one party and telecopied or emailed to the Secretary shall have the same effect as an original signed counterpart of this Consent and shall be conclusive proof of such party's execution of this Consent.

Donna C. Cupelo	Matthew D. Ellis
	myMoon
Tami A. Erwin	Alexander W. Moore

Dated: As of May 12, 2016

# **FORM 100**

# **CABLE TELEVISION LICENSE APPLICATION**

# **VERIZON NEW ENGLAND INC.**

QUESTION 6

#### EXHIBIT B

# MASSACHUSETTS COMMUNITIES WHERE VERIZON HAS LICENSE AGREEMENTS ALL COMMUNITIES ARE ACTIVE

Municipality	Effective Date (Month/Year)	
Abington	2/08	
Action	10/06	
Andover	9/06	
Arlington	3/07	
Ashland	6/08	
Bedford	6/07	
Bellingham	9/08	
Belmont	9/06	
Billerica	10/09	
Boxborough	9/06	
Boxford	9/06	
Braintree	10/07	
Burlington	6/06	
Canton	4/07	
Chelmsford	4/09	
Cohasset	11/09	
Danvers	12/08	
Dedham	11/06	
Dover	12/08	
Dunstable	4/07	
Duxbury	6/10	
Easton	8/09	
Fitchburg	10/09	
Foxborough	5/10	
Framingham	8/07	
Franklin	12/06	
Georgetown	12/06	
Grafton	10/08	
Groton	6/09	

Hamilton	5/06
Hanover	12/08
Hingham	4/08
Holbrook	12/10
Holliston	10/07
Hopkinton	10/06
Hudson	10/08
Hull	7/09
Ipswich	7/06
Kingston	7/09
Lakeville	5/08
Lawrence	5/07
Leominster	12/08
Lexington	10/06
Lincoln	10/06
Littleton	12/06
Lynn	12/06
Lynnfield	3/06
Malden	2/08
Mansfield	9/08
Marblehead	3/09
Marion	8/06
	12/06
Marlborough Marshfield	11/07
Mattapoisett	8/06
	11/08
Maynard Medfield	2/07
	9/07
Medway Melrose	6/07
Mendon	5/09
Methuen Middle Lands Lan	9/07
Middleborough Middleborough	4/07
Middleton	11/08
Milford	10/09
Millbury	9/08
Millis	3/10
Nahant	10/06
Natick	12/06
Needham	12/06
Newton	12/06
Norfolk	1/08
North Andover	6/08
North Attleborough	5/09
North Reading	6/06
Northborough	7/08

Norwell	12/08
Norwood	8/07
Plymouth	6/08
Randolph	10/13
Reading	1/06
Rochester	8/06
Rockland	7/07
Rowley	12/07
Sherborn	11/07
Southborough	5/07
Stoneham	6/06
Stoughton	6/08
Stow	6/08
Sudbury	2/07
Sutton	7/08
Swampscott	11/06
Taunton	5/08
Tewksbury	5/06
Topsfield	12/6
Tyngsborough	10/06
Wakefield	5/06
Walpole	6/08
Waltham	11/07
Wareham	4/07
Wayland	1/08
Wellesley	11/06
Wenham	5/06
West Newbury	11/06
Westborough	7/07
Westford	10/09
Weston	10/08
Weswood	2/07
Wilmington	2/07
Winchester	6/06
Woburn	10/05
Wrentham	6/09

# **FORM 100**

# CABLE TELEVISION LICENSE APPLICATION

# **VERIZON NEW ENGLAND INC.**

**QUESTION 11** 

## EXHIBIT C

#### VERIZON ANNUAL BILLING AND PRACTICES FILING

See attached Annual Billing Practices filing by Verizon New England Inc. with the Department dated March 14, 2016.



Patricia S. Eagan Manager-Government Affairs 125 High Street
Oliver Tower – 7th Floor
Boston, MA 02110
patricia.s.eagan@verizon.com
O 617.743.4649

March 14, 2016

Sara Clark, Secretary
Department of Telecommunications and Cable
Commonwealth of Massachusetts
1000 Washington Street, Suite 820
Boston, MA 02118

RE: Annual Billing Practices

Dear Secretary Clark,

Pursuant to 207 CMR 10.01(2) and 10.02(6), please find enclosed copies of Verizon Massachusetts FiOS TV Terms of Service, FiOS TV Rates & Packages, Verizon FiOS Channel Lineup (Bristol County pages 19 & 20, and the remainder of Massachusetts pages 22 & 23), and a sample bill. The Terms of Service can be found on Verizon's website at <a href="http://www.verizon.com/about/sites/default/files/FTV\_ToS\_01172016\_v16-1.pdf">http://www.verizon.com/about/sites/default/files/FTV\_ToS\_01172016\_v16-1.pdf</a>. The Channel Line-up can be found at <a href="http://www.verizon.com/Fiostvchannels">http://www.verizon.com/Fiostvchannels</a>.

If you have any questions, feel free to contact me.

Sincerely,

Manager - Government Affairs

Attachments

cc: Andrea Dixon



# Fios® TV Terms of Service



This Agreement sets forth the terms and conditions under which you the subscriber ("you," "your" or "Subscriber") agree to use Verizon Fios TV (the "Service," including Equipment and Programming) and under which the Verizon affiliates ("Verizon," "us" or "we,") identified in Exhibit A agree to provide Fios TV to you.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AND OURS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT.

#### ACCEPTANCE OF AGREEMENT; AGREEMENT TERMS GENERALLY INCLUDED.

This Agreement starts when you accept it. By accepting this Agreement, you and any other users of Fios TV within your premises are bound by its conditions. Your acceptance of this Agreement occurs upon the earlier of: (a) your electronic or oral acceptance during the submission of your order; or (b) your use of the Service. This Agreement will end when you or we terminate this Agreement as permitted below.

This Agreement includes the terms and conditions set forth below, the specific elements of your Service or Bundled Services plan, including the pricing, duration, applicable Early Termination Fee ("ETF"), and Equipment pricing, all as described in the information made available to you when placing and confirming your order, as well as our Privacy Policy applicable to Fios TV services and the other policies and materials specifically referred to in this Agreement, all of which are incorporated into this Agreement by reference. Please retain a copy of this Agreement for your records.

#### DEFINITIONS.

The term "Service" means Verizon's Fios TV, including, without limitation, all Programming, Equipment, media or program guides, software, technical support, and other features, products and services provided as part of and included with our television service, including the On Demand services described in Exhibit A (the "On Demand Services"). The Service does not include voice telephony service or any Verizon internet services. The term "Equipment" means equipment provided by Verizon to you for use with the Service, including any digital adapter, set top box, digital video recorder, video media server, peripheral devices, or routers provided to you by Verizon that are either rented by you or otherwise required to be returned to Verizon upon termination or

cancellation of Service, along with any software contained in or downloaded to such Equipment as part of the Service. The term "Equipment" does not include any router, remote control, or other device that you purchase from Verizon or a third party, or any remote control that is provided to you by Verizon (such routers, remote controls, and other devices are referred to herein as "Other Devices"). The term "Premises" refers to the physical location at which the Service has been installed. "Programming" means content provided by Verizon or its third- party licensors, providers or suppliers and provided as part of and included with the Service, including, without limitation, images, photographs, animations, video programming, information services, audio, music, and text, irrespective of the manner or format in which such content is delivered. The term "Bundled Services" means a combination or "bundle" of Verizon Fios TV with one or more eligible Verizon services, including but not limited to Verizon Fios Internet Service, Verizon Freedom Essentials or Fios Digital Voice service or Verizon ONE-BILL® service. Verizon Fios TV Equipment, and Other Devices, may be offered and priced separately from Bundled Service offers.

#### 3. SERVICE CHANGES.

Subject to applicable law, we reserve the right to change, rearrange, add, delete or otherwise modify the Service at any time, with or without prior notice to you, including changing, rearranging or otherwise modifying our Programming packages, the selections available in those packages, the Equipment, any Other Devices, and any other features, products and services that we offer. Verizon or its suppliers may, without notice or liability, restrict the use of any Services or limit its time of availability in order to perform maintenance activities and to maintain security.

#### 4. USE OF THE SERVICE.

- (a) You agree to use the Service only for your private non-commercial use and own personal viewing enjoyment. The Programming distributed via the Service may not be viewed or otherwise displayed in areas open to the public, including, without limitation, commercial establishments, with the exception of On Demand usage or as otherwise specifically authorized by us in writing. You may not rebroadcast or transmit the Programming or charge admission for its viewing. You may not take any actions to alter or avoid any security or access controls or restrictions associated with the Service, Equipment, or Other Devices.
- (b) You are responsible for all use of the Service, whether by you or someone using the Service with or without your permission. You agree not to use the Service, directly or indirectly, for any unlawful purpose, including without limitation, violation of the copyright laws through the use, production, copying, rebroadcast or redistribution of any Programming distributed as part of the Service or recorded utilizing equipment containing digital video recording

devices. You further agree that your use of the Service is your sole responsibility, at your own risk, and subject to all applicable local, state, and federal laws and regulations. We, in our sole discretion, or any Programming provider, may prosecute you and other responsible parties under applicable federal, state and local laws in the event that the Service is used for an unlawful purpose. As described in more detail in Section 13 below, you agree to indemnify us in the event of any such violation by you or anyone using the Service at the Premises.

- (c) You understand and agree that not all Programming may be suitable for all viewers, and users of the Service may have access to Programming that may be sexually explicit, obscene, offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18). You further understand and agree that it is your responsibility to impose any viewing restrictions you determine are appropriate to limit viewing and access to potentially objectionable material, and you agree to supervise usage of the Service. YOU AGREE THAT WE ARE NOT RESPONSIBLE TO YOU OR ANYONE ELSE VIEWING PROGRAMMING OR INFORMATION PROVIDED ON, OR ACCESSED THROUGH, THE SERVICE FOR ANY CONTENT THAT YOU OR OTHERS MAY DEEM TO BE OBJECTIONABLE FOR ANY REASON AND YOU WAIVE ANY CLAIMS AGAINST US FOR ANY INJURY OR HARM RELATING TO SUCH CONTENT OR THE VIEWING OF PROGRAMMING. YOU FURTHER UNDERSTAND AND AGREE THAT WE ARE NOT RESPONSIBLE FOR THE INFORMATION OR MATERIALS ACCESSIBLE VIA THE INTERNET THROUGH USE OF THE SERVICE. IN ADDITION. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY PURCHASES OR OTHER TRANSACTIONS MADE THROUGH, USING, OR IN CONNECTION WITH THE SERVICE, INCLUDING ANY ON DEMAND PURCHASES.
- (d) Verizon may enable you to access and view Programming, including On Demand Services, in a variety of ways: (i) by streaming Programming to your TV through Equipment or Other Devices; (ii) by downloading Programming to your PC through either a website or via Access Software; (iii) by downloading Programming to an authorized and compatible wireless handset or portable device supporting media playback; or (iv) by streaming to your PC or portable/wireless device. The streaming and downloading technology employed by Verizon may vary among devices and software applications.

#### 5. SOFTWARE LICENSES AND THIRD-PARTY SERVICES.

(a) We may provide you, for a fee or at no charge, software that may be required for use in connection with the Service which is owned by us or our third-party licensors, providers and suppliers ("Software" or "Access Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer, the Equipment, or any Other Devices, and you agree to permit such changes and access to your computer, the Equipment, and any Other Devices. You may use the Software only in connection with the Service and for no other purpose.

- (b) Certain Software may be accompanied by an end-user license agreement ("EULA") from us or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.
- (c) For Software not accompanied by a EULA, you are hereby granted a revocable, nonexclusive, nontransferable license by us or our third-party licensor(s) to use the Software (and any corrections, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of Verizon or its third-party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by us or our third-party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that we or our third-party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.
- (d) Your license to use the Software will remain in effect until terminated by Verizon or its third-party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from any device not returned to us.
- (e) If you subscribe to or otherwise use any third-party services offered by Verizon, your use of such services is subject to the EULA of that third-party provider. Violation of those terms may, in our sole discretion, result in the termination of your Service.
- AUTHORIZED USER; PREMISES; REFUSAL OF SERVICE.

- (a) You acknowledge that you are eighteen (18) years of age or older, and that you have the legal authority to enter into this Agreement. You agree to notify us immediately whenever your personal or billing information changes (including, for example, your name, address, credit card and telephone number).
- (b) You agree to allow us and our representatives the right, at reasonable times, to enter the Premises for the purpose of installing, maintaining, servicing, inspecting, upgrading and/or removing the Service (including any Equipment and, subject to and limited by any applicable limited warranty, laws, and/or policies, Other Devices).
- (c) You acknowledge and agree that you are either an owner of, or legal tenant in, your Premises, and as such have the right to allow us and our representatives to enter and make modifications to the Premises in connection with the delivery of the Service.
- (d) We reserve the right, in our sole discretion, to refuse to provide the Service to you for any reason at any time, consistent with law.
- (e) You acknowledge that the Service is subject to U.S. export control laws and regulations. You represent that you are not a citizen of an embargoed country or prohibited end user under applicable U.S. export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export the Service in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations. You further agree to comply with U.S. export laws concerning the transmission of technical data and other regulated materials, including the export of any provided equipment, via the Service.

#### 7. PERSONAL DATA AND PRIVACY POLICY.

Verizon will treat your personally identifiable information provided to us in accordance with our current Privacy Policy applicable to Fios TV Services, which is subject to change. A copy of the Privacy Policy applicable to Fios TV Services is available at verizon.com/privacy.

#### 8. CHANGES TO THIS AGREEMENT.

The current version of the terms of this Agreement shall be available on <a href="www.verizon.com/terms">www.verizon.com/terms</a>. From time to time, we will make revisions to this Agreement and to the policies relating to the Service, including revisions to the provisions that govern the way that you and Verizon resolve disputes. We will provide notice of such revisions through the cable system, including the Message Center located in the interactive media guide. You agree to visit the interactive media guide periodically to review any such revisions. Revisions to the terms and conditions shall be effective on the date specified in the notice. Unless we provide otherwise, you accept the

revisions and agree to abide by them by continuing to use the Service after the revisions are effective.

#### EQUIPMENT; MAINTENANCE AND OWNERSHIP OF EQUIPMENT.

- (a) We do not guarantee that the Service will work correctly if you use equipment to access the Service other than the Equipment, or Other Devices authorized by Verizon for use in connection with the Service, including but not limited to smartphones, tablets, other portable devices, gaming consoles and internet-ready equipment. We have no responsibility for the operation or support, maintenance or repair of any third-party Other Devices, software or services that you choose to use in connection with the Service or with the Equipment or Other Devices provided by us. We assume no responsibility for the operation of the Service if equipment other than the Equipment or Other Devices authorized by us for use in connection with the Service are used to access the Service.
- (b) You acknowledge and agree that at all times ownership of the Equipment shall remain with us and that this Agreement allows you to use Equipment only in connection with your receipt and use of the Service. We may, at our option, supply new or reconditioned Equipment or non-third party Other Devices to you. We will repair and maintain the Equipment owned by us at our expense, unless such repair or maintenance is made necessary due to misuse, abuse or intentional damage to the Equipment, in which case you will be financially responsible for the repair or replacement of the damaged Equipment. Except as set forth in the terms and conditions of any Verizon limited warranty applicable to Other Devices, we have no obligation to repair, replace, or maintain any such Other Devices. You also agree that the Equipment will not be serviced by anyone other than our employees or our designated agents or representatives. You further agree not to tamper with or otherwise harm the Equipment, and that you will not copy, modify, reverse compile or reverse engineer any Equipment or Other Devices, or software or firmware provided by Verizon in connection with the Service. Except as set forth below, upon termination of the Service, or if the occupancy or ownership of your Premises changes, you are responsible for returning the Equipment to us in an undamaged condition, subject only to reasonable wear and tear. Failure to return any Equipment owned by us within 30 days as instructed by Verizon, or returning Equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of an Equipment fee that may be substantial. If the Equipment is affixed with a label which includes the following (or similar) message, "PROPERTY OF VERIZON. DO NOT REMOVE FROM PREMISES," then you must not remove the Equipment and you will not be charged an Equipment Fee as long as the Equipment is left in place in reasonable condition (subject only to reasonable wear and tear.)

- (c) In the event that any Equipment is stolen, you are required to provide us with a copy of the police report to verify that such Equipment was reported stolen. If no report is produced, then you will be held financially responsible for the stolen Equipment.
- (d) Fios TV Equipment and Other Devices are priced separately from the price of the Service or Bundled Services plan, and may not be subject to the price protection applicable to the Service or Bundled Services plan in a term agreement or promotional offer.
- (e) You may be required to pay certain Equipment-related fees, such as restocking fees and/or exchange fees.

#### 10. TERMINATION OF SERVICE; TERMINATION FEES.

- (a) You or Verizon may terminate the Service at any time and for any reason by giving notice to the other in accordance with the notice provisions set forth in this agreement. Unless otherwise required by applicable law, termination will be effective on the last day of that month's billing cycle, and you are responsible for all charges incurred through the date of termination. Installation or setup fees paid at the initiation of the Service, if any, are not refundable. If a termination is a result of violation by you of the terms of this agreement, you may also be liable to pay an Early Termination Fee as set forth in Section 10(b). We may, at our sole discretion, refuse to accept your subsequent request for Service following a termination or suspension of your use of the Service. If your Service is terminated for any reason, you may be required to pay a reconnection fee or additional deposit before the Service is reactivated.
- (b) EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOU HAVE CHOSEN TO SUBSCRIBE TO A BUNDLED SERVICES PLAN WITH A MINIMUM TERM COMMITMENT, IF ANY OF THE BUNDLE SERVICES ARE TERMINATED BY YOU OR BY US BEFORE COMPLETING YOUR MINIMUM TERM, THEN YOU AGREE TO PAY VERIZON THE EARLY TERMINATION FEE SET FORTH IN THE BUNDLED SERVICES PLAN YOU HAVE CHOSEN.

#### 11. PRICING AND PAYMENT.

In consideration for your receipt of the Service and use of any Equipment or Other Devices, you agree to pay us as follows:

(a) Service Fees. Billing for the Service will begin automatically:

 (i) upon installation of the Service if the Service is installed by
 Verizon or (ii) on the Due Date established by Verizon (after the Equipment, and any applicable Other Devices, has been delivered) if the Service is self-installed by you. Billing will continue until the Service is terminated in accordance with Section 10 (a) of this Agreement. You will begin receiving any discount associated with a Bundled Services plan once all the Bundled Services have been

installed. Regular Service and Equipment (and, if applicable, Other Devices) charges are billed each month in advance. You agree to pay us in advance, at our rates in effect at the time, through all periods until the Service is terminated in accordance with Section 10 (a) of this Agreement. Other transactional charges, such as for On Demand or Pay Per View Services, are billed after the applicable service or feature has been ordered or provided to you. You may also be required, based on your ordering and payment history, to provide pre-billing statement payment by credit card or such other payment method as we may designate for transactional services such as On Demand or Pay Per View Services. You agree to pay all applicable charges for the Service and Equipment or Other Devices by the due date set forth in your monthly invoice. Rates for the Service and other charges (excluding charges detailed in Section 11(b) - (d)) may be changed by us at any time, subject to the provision of prior notice to you as required by law. If we provide you with notice, it will be provided as set forth in Section 14 below. Rates for On Demand and Pay Per View Services may change at any time. Your billing statement may also contain certain other charges (including, without limitation, taxes and other governmental fees, as well as charges such as franchise fees, account activation and installation charges, franchise related costs, surcharges, reactivation fees, customized setup fees, late payment charges on past-due balances, returned payment fees, Early Termination Fees and other nonrecurring charges) and you agree to pay such other charges by the due date set forth in your billing statement. The waiver of any fees or charges is at our discretion. If you cancel any component of a Bundled Services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing non-discounted monthly service rate.

- (b) Plans with Minimum Terms. If you subscribe to a Bundled Services plan with a term commitment, you agree to maintain such services for the minimum term of that plan. At the end of your term, you may be given the option to select a new Bundled Services plan. If you do not select a new Bundled Services plan, your account will automatically convert to a month-to-month plan at a monthly fee that may be higher than your current rate. If you subscribe to a new Bundled Services plan, the terms of that plan will apply.
- (c) Third-Party Charges. You acknowledge and agree that you may incur charges with third-parties that are separate and apart from the Service Fees charged by us. These may include charges resulting from accessing online services or purchasing products and services through interactive options available through the Service, and may include additional service and data charges or fees from a wireless or internet service provider (which may be a third party or a Verizon affiliate). You are solely responsible for all charges payable to third parties or Verizon affiliates, including all applicable taxes. In addition, you are solely responsible for

protecting the security of credit card and other personal information provided to others in connection with such transactions.

- (d) Late Fees. If we do not receive your full and complete payment by the due date, we may charge you a late fee on the unpaid balance and may also terminate or suspend your Service. In the event we utilize a collection agency or resort to legal action to recover an unpaid balance, you agree to reimburse us for all expenses incurred to recover such unpaid balance, including reasonable attorneys' fees and costs. If you fail to pay on time and Verizon refers your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed 18 percent.
- (e) Customer Deposits. We may require that you provide us with a refundable deposit ("Customer Deposit") prior to or upon the activation or reactivation of the Service. We may also require an additional Customer Deposit after activation of the Service if you fail to pay any amounts when due hereunder or seek to upgrade your Service. We may apply Customer Deposits against any unpaid amounts at any time. Within ninety (90) days of termination of Service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged Equipment.
- (f) Questions About Your Billing Statement. Subject to applicable law, if you intend to dispute a charge on your billing statement, you must contact us within 60 days of your billing date you receive the bill in question. UNDISPUTED PORTIONS OF YOUR BILLING STATEMENT MUST BE PAID BY THE DUE DATE TO AVOID A LATE FEE AND POSSIBLE SUSPENSION OR TERMINATION OF THE SERVICE.
- (g) Payments. Except as otherwise permitted under applicable law, you agree that you will pay your bill by check, credit or debit card, electronic funds transfer payments or such other payment method as we may designate. The outstanding balance is due in full each month. If any bank or other financial institution refuses to honor any payment, draft or instrument submitted for payment to your account, we may charge you a fee in accordance with applicable law. Based on your election and subject to our approval, Verizon or its agent will bill you directly, or bill your charge card or local Verizon telephone bill (where available). IF YOU ELECT TO BE BILLED ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES, YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL. IF YOU SUBSCRIBE TO A BUNDLED SERVICES PLAN, THEN ALL OF THE BUNDLED SERVICES MUST BE BILLED ON YOUR VERIZON PHONE BILL.

(h) Consents Regarding Credit. We may evaluate your credit history before modifying or providing you Service. In order to establish an account with us and/or obtain or modify the Service, you hereby authorize us to obtain a report from a consumer credit agency and to exchange information with others in connection with determining your creditworthiness.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

- (i) Complaint Procedures. If you have any concerns regarding customer service, billing, or service quality, please contact us via the methods set forth in your monthly invoice or in the "Contact Us" section of verizon.com. When you contact us, please explain the nature and history of the problem. We will try to promptly resolve your concern. If we are unable to resolve your concern, we will notify you that we are unable to do so and explain the reason why.
- (j) Braille and Large Print Bills. For information about receiving your Verizon bills in either Braille or Large Print, call 1-800-974-6006, Monday–Friday, 8:30am–5:00pm.

#### 12. WARRANTIES AND LIMITATION OF LIABILITY.

- (a) Service Interruptions. The Service may be interrupted from time to time for a variety of reasons, and Verizon does not represent or warrant that the Service or the Equipment, or any Other Devices, will be available or perform in a manner that meets your needs. Verizon will not be liable for any inconvenience, loss, liability or damage resulting from any preemption, loss, blackout or interruption of the Service, directly or indirectly caused by or resulting from any circumstances, including, without limitation, any circumstance beyond Verizon's reasonable control, including, but not limited to, causes attributable to you or your property, inability to obtain access to the Premises, failure of a communications satellite or our network, inability to access or interruptions in accessing Programming, loss of use of poles or other utility facilities, strike, labor dispute, riot or insurrection, war, explosion, act of terrorism, malicious mischief, fire, flood or other acts of God, failure or reduction of power, or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service.
- (b) YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT OR OTHER DEVICES PROVIDED BY VERIZON (BUT ONLY IF SUCH WARRANTY IS INCLUDED

WITH SUCH EQUIPMENT OR OTHER DEVICES), VERIZON (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), (COLLECTIVELY THE "VERIZON PARTIES"), ITS THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY VERIZON OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

- (c) VERIZON DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF VERIZON HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY AND THE CONDITION OF WIRING INSIDE YOUR LOCATION, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR VERIZON SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT OTHER THAN YOUR OBLIGATION TO RETURN ANY EQUIPMENT).
- (d) IN NO EVENT SHALL THE VERIZON PARTIES OR VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERIZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.
- (e) THE LIABILITY OF THE VERIZON PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF

LIABILITY IN THIRD-PARTY END-USER LICENSE OR OTHER AGREEMENTS) OUR THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO VERIZON FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

- (f) ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 12 ALSO APPLY TO VERIZON'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.
- (g) THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

#### 13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless the Verizon Parties from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service, the Equipment, and any Other Devices used in connection with the Service (or the use of your Service or any such Equipment or Other Devices by anyone else), (i) in violation of applicable laws, regulations or this Agreement including, without limitation, infringement of copyrights or other proprietary rights; or (ii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property.

#### 14. NOTICES.

If either of us intends to seek arbitration under this Agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating the arbitration. Notice to Verizon of either arbitration or mediation should be sent to NoticeOfDispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920. A copy of the Notice of Dispute form

can also be found at www.verizon.com/terms/disputes. The notice must describe the nature of the claim and the relief being sought, in the manner directed in the applicable arbitration or mediation Section of this Agreement. Other notices required under this Agreement shall be provided by you by contacting us via the methods set forth in your monthly invoice or in the Contact Us section of verizon.com. Our notices to you shall be deemed given:

(a) when sent by e-mail to your last-known e-mail address according to our records; (b) when delivered over the cable system; (c) when deposited in the United States mail addressed to you at your last-known address; (d) when hand-delivered to your Premises, as applicable or (e) when included in our billing statements to you, regardless of whether billing statements are mailed to you or you have elected a paperless billing option.

#### 15. GENERAL PROVISIONS.

- (a) Survival. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of the Agreement, including, without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.
- (b) Assignment. You agree not to assign or otherwise transfer this Agreement, or your rights and obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. Furthermore, you agree to notify us of any changes of ownership of, or occupancy in, the Premises immediately upon such transfer of ownership or change in occupancy. We may freely assign all or any part of this Agreement with or without notice to you and you agree to make all subsequent payments as directed.
- (c) Applicable Law. Except as otherwise required by law, you and Verizon agree that the Federal Arbitration Act and the substantive laws of the state and local area in which your Premises is located (the "Service Jurisdiction"), without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or related in any way to the subject matter of this Agreement. UNLESS YOU AND VERIZON AGREE OTHERWISE, YOU AND VERIZON CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN AN ARBITRATION OR SMALL CLAIMS COURT LOCATED IN THE SERVICE JURISDICTION FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT. Except as otherwise required by law, including the Service Jurisdiction laws relating to consumer transactions, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever waived.

- (d) Waiver. Verizon's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- (e) Entire Agreement. This Agreement, including any policies or materials that are incorporated herein by reference, constitutes the entire agreement between you and Verizon with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in writing, signed by an authorized person at Verizon.

#### 16. VOLUNTARY MEDIATION.

Verizon offers customers the option of participating in a free internal mediation program. This program is entirely voluntary and does not affect either party's rights in any other aspect of the dispute resolution procedures outlined in Section 17. In our voluntary mediation program, we will assign an employee who is not directly involved in the dispute to help both sides reach an agreement. That person has all the rights and protections of a mediator and the process has all of the protections associated with mediation. For example, nothing said in the mediation can be used later in an arbitration or lawsuit. If you would like to know more, or you would like to start the mediation process, please contact us at NoticeOfDispute@verizon.com or through Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920, for a Notice of Customer Dispute Form. A copy of the Notice of Dispute form can also be found at www.verizon.com/terms/disputes. Fill out and send the Notice of Dispute Form to us according to the directions on the form.

#### 17. ARBITRATION OR SMALL CLAIMS ACTIONS.

We hope to make you a happy customer, but if there's an issue that needs to be resolved, this Section outlines what's expected of both of us. YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:

- (a) The Federal Arbitration Act applies to this Agreement. Except for small claims court cases that qualify, any dispute that in any way relates to or arises out of this agreement or from any equipment, products and services you receive from us (or from any advertising for any such products or services) will be resolved by one or more neutral arbitrators before the American Arbitration Association ("AAA"). You can also bring any issues you may have to the Better Business Bureau ("BBB"), attention of federal, state, or local government agencies, and if the law allows, they can seek relief against us for you.
- (b) UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR SERVICE JURISDICTION. For claims over \$10,000, the AAA's arbitration rules will apply; in such cases, the loser can ask for a panel of three new arbitrators to review the award. For claims of \$10,000 or less, the party bringing the claim can choose either the AAA's rules or, alternatively, can bring an individual action in small claims court. You can get procedures, rules and fee information from the AAA (www.adr.org) or from us. For claims of \$10,000 or less, you can choose whether you would like the arbitration carried out based only on documents submitted to the arbitrator, or by a hearing in–person or by phone.
- (c) THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR SHALL NOT HAVE THE POWER TO DETERMINE THAT CLASS ARBITRATION IS PERMISSIBLE. THE ARBITRATOR ALSO SHALL NOT HAVE THE POWER TO PRESIDE OVER CLASS OR COLLECTIVE ARBITRATION, OR TO AWARD ANY FORM OF CLASSWIDE OR COLLECTIVE REMEDY. INSTEAD, THE ARBITRATOR SHALL HAVE POWER TO AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. NO RULE WILL APPLY IF IT CONFLICTS WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION, NOTWITHSTANDING ANY CONTRARY PROVISION IN THE AAA RULES, THE ARBITRATOR WILL BE BOUND TO APPLY LEGAL PRINCIPLES AND THE LAWS THAT GOVERN THIS AGREEMENT, AND DOES NOT HAVE THE POWER TO AWARD ANY RELIEF THAT IS NOT AUTHORIZED BY SUCH LAWS.

- (d) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. Notice to Verizon should be sent to NoticeOfDispute@verizon.com or to Verizon Dispute Resolution Manager, One Verizon Way, VC54N090, Basking Ridge, NJ 07920. The notice must describe the nature of the claim and the relief being sought. If we are unable to resolve our dispute within 30 days, either party may then proceed to file a claim for arbitration. Verizon will pay any filing fee that the AAA charges you for arbitration of the dispute. If you provide us with signed written notice that you cannot pay the filing fee, Verizon will pay the fee directly to the AAA. If that arbitration proceeds, we'll also pay any administrative and arbitrator fees charged later, as well as for any appeal to a panel of three new arbitrators (if the arbitration award is appealable under this agreement).
- (e) We may, but are not obligated to, make a written settlement offer any time before the arbitration evidentiary hearing begins (or, if there is no evidentiary hearing, before the parties complete submission of their evidence to the arbitrator). The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If you do not accept the offer and the arbitrator awards you an amount of money that is more than our offer but less than \$5000, or if we do not make you an offer and the arbitrator awards you any amount of money but less than \$5000, then we agree to pay you \$5000 instead of the amount awarded. In that case we also agree to pay any reasonable attorneys' fees and expenses, regardless of whether the law requires it for your case. If the arbitrator awards you more than \$5000, then we will pay you the amount awarded.
- (f) An arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself.
- (g) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION 17(c) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.
- (h) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## Exhibit A

Location	VERIZON	VERIZON
	AFFILIATE	INTERNET
	PROVIDING	SERVICE
	VIDEO SERVICE	AFFILIATE
		PROVIDING
		EQUIPMENT
C-lifi-	Verizon California	Verizon Online
California	Inc.	LLC
T1	Verizon Florida	Verizon Online
Florida	LLC	LLC
	Verizon Delaware	Verizon Online
Delaware	LLC	LLC
	Verizon Maryland	Verizon Online -
Maryland	Inc.	Maryland LLC
	Verizon New	Verizon Online
Massachusetts	England Inc.	LLC
	Verizon New	Verizon Online
New Jersey	Jersey Inc.	LLC
	Verizon New York	Verizon Online
New York		
	Inc.	LLC
Pennsylvania	Verizon	Verizon Online
	Pennsylvania LLC	Pennsylvania
		Partnership
Rhode Island	Verizon New	Verizon Online
	England Inc.	LLC
Texas	GTE Southwest	Verizon Online
	Incorporated	LLC
Virginia (with	Verizon Virginia	Verizon Online
exception)	Inc.	LLC
Dumfries,	Verizon South Inc.	Verizon Online
Chesapeake,		LLC
City of Manassas,		
City of Manassas		
Park, Occoquan,		
Stafford		
Connecticut,		
Quantico and		
Prince Williams		
County, VA		
County, VA		

#### EXHIBIT B ON DEMAND SERVICES

Verizon On Demand Services provide a multi-screen viewing function for certain Fios TV content, and is included as part of your Fios TV Services.

Your use of On Demand Services is conditional upon your continued adherence to the Verizon Online Terms of Service and the Fios TV Terms of Service, located at <a href="https://www.verizon.com/terms">https://www.verizon.com/terms</a> and of Verizon's Acceptable Use Policy, which is included in Exhibit B. In the event of any conflict between these Verizon Fios TV Terms of Service and the Verizon Online Terms of Service, the Verizon Fios TV Terms of Service will control solely to the extent of such conflict.

#### Definitions.

"Content" shall mean video, audio, image or other files or data in digital or electronic form of any type provided through the Service.

"On Demand Library Content" means the collection of rented or unlimited/purchased On Demand Content, as defined below.

- User Account. You must establish and/or maintain a "My Verizon" account at http://verizon.com/myverizon and enable such My Verizon account to license On Demand Content (on a rental or unlimited basis). Your "My Verizon" account will then become an "On Demand Enabled Account."
- 3. Authorized Devices. In order to access the On Demand Library Content, you will need a compatible viewing device, such as a PC or a portable/handset device, that (i) meets the minimum technical requirements that Verizon may establish from time to time, (ii) supports the digital rights management system, if any, required for access to the On Demand Library Content, and (iii) has been registered with your On Demand Enabled Account (each, a "On Demand Authorized Device"). You can register up to five (5) On Demand Authorized Devices per On Demand Enabled Account, and if you subscribe to Fios TV, all of your set-top boxes within a single household will count as one of your allotted On Demand Authorized Devices. In order to register and de-register portable On Demand Authorized Devices, you should connect the device to a PC that is itself an On Demand Authorized Device, although we may provide you the ability to register a device remotely. You are only permitted to de-register two (2) On Demand Authorized Devices per On Demand Account per calendar year without connecting through your PC and you are only permitted to de-register and reregister the same On Demand Authorized Device two (2) times within a calendar year.

- 4. On Demand Service Description & Conditions of Use
  - 4.1 On Demand Service allows you to access and view On Demand Content in a variety of ways:
    - a. by streaming On Demand Content to your TV through a Verizon-supplied Fios TV set-top box;
    - b. by downloading On Demand Content to your PC through either a website or via Access Software; and
    - c. by downloading On Demand View Content to an authorized and compatible PC, wireless handset or portable device, or other customer equipment supporting media playback. Verizon may enable you to stream On Demand Content to your device.
  - 4.2. On Demand Service Requirements. Internet access is required to use the Services. You are solely responsible for compliance with any minimum system requirements, and for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Services. You acknowledge that delivery of Content is dependent on variables not under Verizon's control, including, but not limited to, the speed and availability of your broadband or network connection. You may experience delays or technical difficulties caused by or related to such variables, as well as the technical limitations of the On Demand Authorized Device on which you view the On Demand Library Content. To the extent permitted by applicable law, you will not receive a refund or credit for any Content that you are not able to view or have difficulty viewing due to such variables. You bear all responsibility for ensuring that you have the viewing capabilities to view Content in the appropriate format or at all.
  - 4.3. The On Demand Service is intended solely for your non-transferable, non-commercial, private and personal use, and any other use or attempted use for commercial or other purposes is strictly prohibited. You understand and agree that advertisements, as well as certain communications from Verizon such as service announcements and administrative messages, are part of the Services and are necessary for Verizon to provide the Services
  - 4.4. Digital Licenses for On Demand Content. Regardless of the use of the word "purchase," and except as set forth herein, all On Demand Content is offered for license, not purchase or sale, and is subject to this Agreement and any other license terms and conditions applicable to the On Demand Content,

including limitations imposed by the use of any digital rights management technology. On Demand Content can be licensed in two ways:

- 4.4.1. Purchased On Demand Content: When you purchase On Demand Content, the payment of a purchase fee will entitle you to access the purchased On Demand Content for viewing on Authorized Devices an unlimited number of times over an indefinite period of time. Purchased On Demand Content will continue to be accessible if you are no longer a Fios TV customer, but your use of such On Demand Services will be subject to the terms of this Agreement.
- 4.4.2. Rented On Demand Content: When you rent On Demand Content, the payment of a rental fee will entitle you to access the rented On Demand Content for viewing on one or more Authorized Devices an unlimited number of times over a fixed period of time, typically 24 hours from the purchase or initial playback of the Rented On Demand Content. Upon the payment of the rental fee, you may be given the option to "Watch On This Screen" or "Watch on Any Screen".
  - 4.4.2.1. If you select "Watch On This Screen", you can watch the Rented On Demand Content only on the specific On Demand Authorized Device on which the payment of the rental fee was made. The rented title will be downloaded to such On Demand Authorized Device, and it will be viewable as many times as you like for a viewing period of 24 (or in some cases up to 48) hours from the time you first initiate playback of the rented title. You must not delete the digital file from local storage prior to initiating playback, and you must initiate playback within 30 days of your rental purchase.
  - 4.4.2.2. If you select "Watch On Any Screen", you will have 24 (or in some cases up to 48) hours from the time of the payment of your rental fee to watch (and if necessary, download) the title as may times as you like on any of your On Demand Authorized Devices. However, only one of your On Demand Authorized Devices may play back the Rental Content at any one time.

- 4.4.3. Upon the payment of either a purchase or rental fee, Verizon grants you a limited, non-exclusive, revocable, non-transferable license to use the On Demand Content solely for your personal, non-commercial/non-public, entertainment use.
- 4.5. Purchased On Demand Content Availability. Once you purchase or rent On Demand Content, you bear the responsibility for completing download and/or use and for all risk of loss of the purchased and downloaded On Demand Content. Verizon encourages you to download or access your Purchased On Demand Content immediately after purchase.
  - 4.5.1. Purchased On Demand Content may become unavailable for streaming (including streaming to your TV via a Verizon Fios TV set-top box) or redownload due to Content provider licensing and other restrictions, and Verizon will not be liable to you if Purchased On Demand Content becomes unavailable for further download, streaming and/or use.
  - 4.5.2. Re-delivery of purchased On Demand Content. Verizon can only re-deliver to you the digital files containing Purchased On Demand Content a maximum of two (2) times during any calendar year.
  - 4.5.3. Restrictions on Streamed Viewing. On Demand Content that you choose to watch online through your Web browser or other compatible devices are limited to two concurrent streams (including any streams delivered to the TV via a Fios TV set-top box) from the same account at any one time. In addition, the concurrent streams must be different titles as a single On Demand title cannot be streamed to two locations at the same time. We can only deliver On Demand Content to access points within the United States.
- 4.6. Reservation of Rights. All Content provided by Verizon or its third party licensors on any website or other resource provided by Verizon at which On Demand Content may be purchased, including, without limitation, images, animations, previews, video programming, information services, audio, music, and text, irrespective of the manner or format in which such Content is delivered, is the property of Verizon or its licensors. You understand and acknowledge that your rights with respect to On Demand Content are limited by copyright law. All rights regarding use of On Demand Content not expressly granted

in this Agreement are reserved by Verizon and/or its licensors.

- 4.7. General Restrictions. The Services are intended for use within the United States. You agree to follow all rules and policies applicable to the Services, including required or automated updates, modifications and/or reinstallations of Access Software or other software and obtaining available patches to address security, interoperability and/or performance issues. You also agree: (i) to comply with all applicable laws, rules and regulations when using the Services and accessing or viewing On Demand Library Content; and (ii) not to reverse engineer, decompile, disassemble or otherwise tamper with or modify any of the security features, usage restrictions or other Service components for any reason (or help anyone else to do so).
- 5. Data Charges. You acknowledge and agree that you may also incur data charges or fees from a wireless or internet service provider (which may be Verizon or a third party) for accessing online services or purchasing products and services through interactive options available through the Service. You are solely responsible for all charges or fees payable to Verizon or third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of credit card and other personal information provided to others in connection with such transactions.

#### EXHIBIT C ACCEPTABLE USE POLICY

- General Policy: Verizon reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other Verizon policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the Verizon network by Verizon or other users, or violates the terms of this Acceptable Use Policy ("AUP").
- Specific Examples of AUP Violations. The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to:
  - (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of Verizon or any other entity, or to penetrate the security measures of Verizon or any other person's computer system, or to attempt any of the foregoing;
  - (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks;
  - intercept, interfere with or redirect email or other transmissions sent by or to others;
  - (d) introduce viruses, worms, harmful code or Trojan horses on the Internet;
  - (e) post off-topic information on message boards, chat rooms or social networking sites;
  - engage in conduct that is defamatory, fraudulent, obscene or deceptive;
  - (g) violate Verizon's or any third party's copyright, trademark, proprietary or other intellectual property rights;
  - (h) engage in any conduct harmful to the Verizon network, the Internet generally or other Internet users;
  - generate excessive amounts of email or other Internet traffic;
  - use the Service to violate any rule, policy or guideline of Verizon;

- (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or
- download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or to destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.
- 3. Copyright Infringement/Repeat Infringer Policy. Verizon respects the intellectual property rights of third parties. Accordingly, you may not store any material or use Verizon's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of Verizon to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, Verizon expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if Verizon, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Verizon may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting Verizon's designated Copyright Agent as set forth in Verizon's Copyright Policy located at http://www.verizon.com/copy.html.
- 4. Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.

FTV\_011716\_V 16-1

Rate Card

fios/ by verizon

Fios TV rate card & packages

Digital Service¹	Monthly Price <sup>5,6,8</sup>
Fios* TV Local	\$12.99
Custom TV-Essentials	\$64.99
Custom TV-Sports & More	\$64.99
Fios TV Preferred HD	\$74.99
Fios TV Extreme HD	\$79.99
Fios TV Ultimate HD	\$89.99
Fios TV Mundo Total	\$54.99
Fios TV Mundo	\$49.99
Channel Packs (available to Custom TV-Essentials and Custom TV-Sports & More subscribers only)	
Movie Lovers Pack	\$6.00
<ul> <li>Kids, Teens &amp; Family Pack</li> </ul>	\$6.00
Global Sports Pack	\$6.00
Premium Sports Channels	Monthly Price <sup>5</sup>
Sports Pass	\$11.99
Fox Soccer Plus	\$14.99

.

Premium Channels & Packages	Monthly Price <sup>5</sup>
Cinemax*	\$15.00
EPIX*	\$15.00
HBO*	\$15.00
SHOWTIME,	\$15.00
STARZ*/ENCORE*	\$15.00
Spanish Language Package <sup>2</sup>	\$15.00
Playboy	\$16.99
On Demand	Price <sup>5</sup>
International Premium Channels	Monthly Price Varies
On Demand Movies and Games	Varies
On Demand Subscriptions	Monthly Price Varies
Pay Per View	Varies
Equipment	Monthly Price <sup>5</sup>
CableCARD	\$4.99
Digital Adapter	\$7.99
Set-Top Box	\$12.00
Fios Wireless Router <sup>7</sup>	\$10.00
Fios Network Extender	\$6.00

Recording Services	Monthly Price <sup>5</sup>
DVR Service	\$12.00
Multi-Room DVR Service	\$15.00
Fios Quantum <sup>sм</sup> TV − Enhanced Service	\$22.00
Fios Quantum TV - Premium Service	\$32.00
Initial Installation	One-Time Charges
Fios TV Setup — Activation of existing outlets up to the number of Set-Top Boxes ordered	\$80.00
Fios TV Setup — Activation of existing outlets and any new outlets needed up to the number of Set-Top Boxes ordered	\$150.00
Additional Outlet/Set-Top Box Connection (per existing outlet) not covered in Setup Charge	\$34.99
New Outlet Install/Existing Outlet Relocation (per outlet) not covered in Setup Charge	\$69.99
Peak-Time Installation	\$49.99
Subsequent Installations/Charges	One-Time Charges
Tech Visit Charge (additional charges may apply)	\$99.99
New Outlet Installation (per outlet, plus \$99.99 Tech Visit Charge)	\$69.99
Existing Outlet Connection (per outlet, plus \$99.99 Tech Visit Charg	ge) \$34.99
Tech Visit Repair Charge <sup>3</sup>	\$49.99
Service Repair Visit Charge <sup>4</sup>	\$99.00
Set-Top Box Return with equipment drop-off at Verizon authorized locations/UPS locations with prepaid mailer	FREE

Subsequent Installations/Charges (Continued)	One-Time Charges
Specialty DVR Upgrade (upgrade to expanded storage capacity Set-Top Box)	\$49.99
Set-Top Box Add/Upgrade Drop Ship Fee	\$24.99
TV Equipment Upgrade Fee	\$49.99
TV Equipment Technician Install	\$179.99
Other Services and Charges	One-Time Charges
Seasonal Service Suspension (charged at initiation, 1-9 months)	\$34.99
Fios TV Service Suspend for non-payment	\$29.99
Fios Replacement Remote	\$14,99
Unreturned/Damaged - Flos Wireless Router	\$99.99
Unreturned/Damaged - CableCARD	\$100.00
Unreturned/Damaged - Digital Adapter	\$175.00
Unreturned/Damaged STB - Standard Definition	\$240.00
Unreturned/Damaged STB - Video Media Client	\$240.00
Unreturned/Damaged – Fios Service Unit	\$330.00
Unreturned/Damaged STB - High Definition	\$350.00
Unreturned/Damaged STB - SD Digital Video Recorder (DVR)	\$475.00
Unreturned/Damaged STB - HD Digital Video Recorder (DVR)	\$550.00
Unreturned/Damaged STB - Video Media Server	\$650.00

- 4. Equipment may be required (see equipment prices section). Listed monthly prices do not include equipment fees. Unless otherwise provided in the Terms of Service, Verizon-supplied equipment must be returned if the service is terminated or an unreturned equipment fee will apply. A fee also applies for damaged equipment.
- The Spanish Language Package cannot be combined with La Conexión/Fios TV Mundo Total/Fios TV Mundo.
- Tech visit charge assessed when technician determines repair problem is related to a customer's equipment or wiring (unless customer has an inside Wiring Maintenance Plan). Fee does not apply if a repair is associated with Vertzon service or equipment.
- 4. A service repair visit charge is assessed when a technician visit is required for general service education, to repair problems related to in-home wiring or to connect or reconnect the service to customer-owned equipment. A service visit charge is not assessed when the repair or maintenance is related to the service itself or Verizon-owned equipment.
- Rates shown are for new subscribers and vary based on subscriber tenure. Rates do not include taxes, franchise fees and other charges paid to federal, state and local governments.
- 6. A Regional Sports Network Fee of up to \$5.89 applies monthly to Flos TV Preferred HD, Flos TV Select HD, Flos TV Custom (with Sports Plus channel pack and with Sports and More), Flos TV Extreme HD, Flos TV Ultimate HD and Flos TV Mundo Total packages.
- Single rental fee applies per account.
- 8. A Broadcast Fee of \$2.99 applies monthly to all Fios TV packages.

Service/program availability varies by location and the number of channels within each package is an approximation. Pricing applies to residential use only within the United States and is subject to change. Taxes, franchise fees and other terms apply.



Fios\* is a registered trademark of Verizon. ©2016 Verizon.

CCR16004-TVRates-2/16





Effective March 2016

# **Quick keys**

Channels are grouped by programming categories in the following ranges:

Local channels	1-49 SD, 501-549 HD
Local Plus channels	460-499 SD
Local Public/Edu/Gov (varies by location)	15-47 SD
Entertainment	50-69 SD, 550-569 HD
Sports	70-99 & 300-319 SD, 570-599 HD
News	100-119 SD, 600-619 HD
Info & education	120-139 SD, 620-639 HD
Women	140-149 SD, 640-649 HD
Marketplace	150-159 SD, 650-659 HD
Home & leisure	160-179 SD, 660-679 HD
Pop culture	180-199 SD, 680-699 HD
Music	210-229 SD, 710-729 HD
Movies/Family	230-249 SD, 730-749 HD
Kids	250-269 SD, 780-789 HD
People & culture	270-279 SD
Religion	280-299 SD
Premium movies	340-449 SD, 840-949 HD
Pay Per View/Subscription sports	1000-1499
Spanish language	1500-1760
Digital Music	1800-1850
Fios" TV. It's so easy, all you have to do is "pres	s the button."

For help with your remote, go to verizon.com/Fiostvremote

# **National Channels**

# Extreme HD Fios TV Local Package included. Additional subscriptions may be added.

A&E	181/681 HD	Comedy Central	190/690 HD
AccuWeather	119/619 HD	Cooking Channel	163/663 HD
Al Jazeera America	114/614 HD	Crime & Investigation Network	182
AMC	231/731 HD	C-SPAN	109
American Heroes Channel	125	C-SPAN 2	110
Animal Planet	130/630 HD	C-SPAN 3	111
AWE	169/669 HD	Daystar	293/793 HD
AXS tv	569 HD	Deals TV	172
BBC America	189/689 HD	Destination America	168/668 HD
BBC World News	107	Discovery Channel	120/620 HD
belN Sports	805 HD	Discovery Family	259/789 HD
BET	270/770 HD	Discovery Life	161
BET Gospel	225	Disney Channel	250/780 HD
Big Ten 1	330	Disney Junior	260
Big Ten 2	331	Disney XD	251/781 HD
Big Ten Network	85/585 HD	DIY [Do It Yourself]	167/667 HD
Bloomberg TV	104/604 HD	El Entertainment Television	196/696 HD
Boomerang	258	Epic TV	179
Bravo	185/685 HD	ESPN	70/570 HD
BYU Television	290	ESPN Deportes	1520/1537 HD
Cartoon Network	257/757 HD	ESPN U	73/573 HD
CBS Sports	94/594 HD	ESPN2	74/574 HD
CCTV News	277	ESPNews	72/572 HD
Centric	220	Esquire Network	160
Church Channel	288	EVINE Live	157/657 HD
Cinémoi	236	EWTN	285
CMT	221/721 HD	Family Net	246
CMT Music	222	Fios Learning on Demand	131
CNBC+	102/602 HD	FM	276
CNN	100/600 HD	Food Network	164/664 HD
CNN International	105	Fox Business Network	117/617 HD

# Extreme HD continued

Fox Deportes	311	Military History Channel	126
Fox Life	1582	MLB Network	86/586 HD
Fox News	118/618 HD	MSNBC	103/603 HD
Fox Sports 1	83/583 HD	MTV	210/710 HD
Fox Sports 2	84/584 HD	MTV Hits	214
Freeform	199/699 HD	MTV Jams	213
fuse	216/716 HD	MTV Live	715 HD
FX	53/553 HD	MTV2	211/711 HD
FX Movie Channel	232	mtvU	212
FXX	191/691 HD	Music Choice Play	1799
FYI	129/629 HD	Nat Geo Mundo	1564
Galavisión	274	Nat Geo Wild	132/632 HD
GEM Shopping Network	156	National Geographic Channel	121/621 HD
Golf Channel	93/593 HD	NBA TV	89/589 HD
Great American Country	223/723 HD	NBC Sports Network	90/590 HD
GSN	184/684 HD	NBC Universo	275
Hallmark Channel	240/740 HD	Newsmax	115
HD Net Movies	746 HD	NFL Network	88/588 HD
HGTV	165/665 HD	NHL Network	87/587 HD
History Channel	128/628 HD	Nick 2	253
HITn	279	Nick Jr.	256/756 HD
HLN Headline News Network	101	Nickelodeon	252/752 HD
HSN	151/651 HD	Nicktoons	254/754 HD
IFC	234/734 HD	One America News Network	116/616 HD
INSP	286	One World Sports	597 HD
Investigation Discovery	123/623 HD	Ovation	188/688 HD
Jewelry Television	152	OWN: Oprah Winfrey Network	145/645 HD
Justice Central TV	186	Oxygen	144/644 HD
Lifetime	140/640 HD	pivot	192
Lifetime Real Women	142	POP	194/694 HD
Liquidation Channel	159	qvc	150/650 HD
LMN	141/641 HD	QVC Plus	153
Logo TV	187	ReelzChannel	233

Rocks TV	155
Science	122/622 HD
SEC Network*	75/575 HD
SEC Network Overflow*	332/333/832 HD
Sino TV Network	281
Smile of a Child	294
Smithsonian Channel	134/634 HD
Spike TV	54/554 HD
Sprout	263
Sundance TV	235/735 HD
Syfy	180/680 HD
TBN Enlace USA	1740
TBN - Trinity	295
TBS	52/552 HD
TeenNick	255
Tennis Channel	92/592 HD
The Blaze	112
The SonLife Broadcasting	Network 297
The Word	292
Three Angels Broadcastin	g 291
TLC	139/639 HD
TNT	51/551 HD
Trás: MTV	273
Travel Channel	170/670 HD
truTV	183/683 HD

Turner Classic Movies	230
TV Land	241/741 HD
TV One	271/771 HD
Univision Deportes	1542
UP	238
UplifTV	798 HD
USA Network	50/550 HD
Velocity	631 HD
VH1	217/717 HD
VH1 Classic	218
VH1 Soul	219
VICELAND	127
VOD Weekly Highlights	339
WE tv	149/649 HD
WGN America	68/568 HD
WOW	158/658 HD
Xtra	177
Z Living	162

Digital Music
Go to verizon.com/Fiostvchannels or your On-screen Guide for a detailed listing of Digital Music channels.

Music Choice 180 1800-1850

# Preferred HD Fios TV Local Package included. Additional subscriptions may be added.

A&E	181/681 HD	Disney Junior	260
AccuWeather	119/619 HD	Disney XD	251/781 HD
Al Jazeera America	114/614 HD	El Entertainment Television	196/696 HD
AMC	231/731 HD	Epic TV	179
American Heroes Channel	125	ESPN	70/570 HD
Animal Planet	130/630 HD	ESPN U	73/573 HD
Aspire	272	ESPN2	74/574 HD
AWE	169/669 HD	EVINE Live	157/657 HD
belN Sports	805 HD	EWTN	285
BET	270/770 HD	Flos Learning on Demand	131
Big Ten 1	330	Food Network	164/664 HD
Big Ten 2	331	Fox Business Network	117/617 HD
Big Ten Network	85/585 HD	Fox News	118/618 HD
Bloomberg TV	104/604 HD	Fox Sports 1	83/583 HD
Blue Highways	247	Freeform	199/699 HD
Bravo	185/685 HD	FX	53/553 HD
Cartoon Network	257/757 HD	FX Movie Channel	232
Centric	220	FXX	191/691 HD
Church Channel	288	FYI	129/629 HD
CMT	221/721 HD	GEM Shopping Network	156
CMT Music	222	Hallmark Channel	240/740 HD
CNBC+	102/602 HD	Hallmark Movies and Mysteries	239/739 HD
CNBC World	106	HGTV	165/665 HD
CNN	100/600 HD	History Channel	128/628 HD
Comedy Central	190/690 HD	HLN Headline News Network	101
C-SPAN	109	HSN	151/651 HD
C-SPAN 2	110	IFC	234/734 HD
C-SPAN 3	111	INSP	286
Daystar	293/793 HD	Investigation Discovery	123/623 HD
Deals TV	172	Jewelry Television	152
Discovery Channel	120/620 HD	Justice Central TV	186
Discovery Family	259/789 HD	Lifetime	140/640 HD
Disney Channel	250/780 HD	Liquidation Channel	159

LMN	141/641 HD	The SonLife Broadcasting Network	297
Mnet	229	The Word	292
MSNBC	103/603 HD	TLC 1	39/639 HD
MTV	210/710 HD	TNT	51/551 HD
MTV2	211/711 HD	Trás: MTV	273
National Geographic Channel	121/621 HD	Travel Channel 1	70/670 HD
NBC Sports Network	90/590 HD	truTV 1	83/683 HD
Newsmax	115	Turner Classic Movies	230
NFL Network	88/588 HD	TV Land	241/741 HD
Nick Jr.	256/756 HD	UP	238
Nickelodeon	252/752 HD	UplifTV	798 HD
Nicktoons	254/754 HD	USA Network	50/550 HD
One America News Network	116	Velocity	631 HD
Oxygen	144/644 HD	VH1	217/717 HD
POP	194/694 HD	VH1 Classic	218
QVC	150/650 HD	VICELAND	127
QVC Plus	153	VOD Weekly Highlights	339
ReelzChannel	233	WE tv 1	49/649 HD
RLTV	245	WGN America	68
Rocks TV	155	WOW 1	58/658 HD
Science	122/622 HD	Xtra	177
Spike TV	54/554 HD		
Sprout	263		
Syfy	180/680 HD	Digital Music	
TBN - Trinity	295	Digital Music	
TBS	52/552 HD	Go to verizon.com/Fiostvchannels or your On-screen Guide for a detailed	
TeenNick	255	listing of Digital Music channels.	
The Blaze	112	Music Choice	1800-1850

# Ultimate HD Fios TV Local Package included. Additional subscriptions may be added.

A&E	181/681 HD	Cinémoi	236
AccuWeather	119/619 HD	CMT	221/721 HD
Action Max	424/924 HD	CMT Music	222
Action Max West	425	CNBC+	102/602 HD
Al Jazeera America	114/614 HD	CNBC World	106
AMC	231/731 HD	CNN	100/600 HD
American Heroes Channel	125	CNN International	105
Animal Planet	130/630 HD	Comedy Central	190/690 HD
Aspire	272	Comedy TV HD	695 HD
AWE	169/669 HD	Cooking Channel	163/663 HD
AXS tv	569 HD	Crime & Investigation Network	182
BBC America	189/689 HD	C-SPAN	109
BBC World News	107	C-SPAN 2	110
beIN Sports HD	805 HD	C-SPAN 3	111
BET	270/770 HD	Daystar	293/793 HD
BET Gospel	225	Deals TV	172
Big Ten 1	330	Destination America	168/668 HD
Big Ten 2	331	Discovery Channel	120/620 HD
Big Ten Network	85/585 HD	Discovery Family	259/789 HD
Bloomberg TV	104/604 HD	Discovery Life	161
Blue Highways	247	Disney Channel	250/780 HD
Boomerang	258	Disney Junior	260
Bravo	185/685 HD	Disney XD	251/781 HD
BYU Television	290	DIY [Do It Yourself]	167/667 HD
Cars TV HD	599 HD	E! Entertainment Television	196/696 HD
Cartoon Network	257/757 HD	Epic TV	179
CBS Sports Network	94/594 HD	EPIX	395/895 HD
CCTV News	277	EPIX 2 HD	896 HD
Centric	220	ES.TV HD	558 HD
Chiller	193	ESPN	70/570 HD
Church Channel	288	ESPN Buzzer Beater/Goal Line	571
Cinemax	420/920 HD	ESPN Classic	310
Cinemax West	421/921 HD	ESPN Deportes	1520/1537 HD
	THE RESERVE OF THE PARTY OF		

ESPNU	73/5/3 HD	GSN	184/684 HD
ESPN2	74/574 HD	Hallmark Channel	240/740 HD
ESPNews	72/572 HD	Hallmark Movies and Mysteries	239/739 HD
Esquire Network	160	HD Net Movies	746 HD
EVINE Live	157/657 HD	HGTV	165/665 HD
EWTN	285	History Channel	128/628 HD
Family Net	246	HITO	279
Fios Learning on Demand	131	HLN Headline News Network	101
Five Star Max	430/930 HD	HRTV [horse racing]	316
FIIX	390	HSN	151/651 HD
Flix West	391	IFC	234/734 HD
FM	276	INSP	286
Food Network	164/664 HD	Investigation Discovery	123/623 HD
Fox Business Network	117/617 HD	Jewelry Television	152
Fox College Sports Atlantic	300	Justice Central TV	186
Fox College Sports Central	301	Lifetime	140/640 HD
Fox College Sports Pacific	302	Lifetime Real Women	142
Fox Deportes	311	Liquidation Channel	159
Fox Life	1582	LMN	141/641 HD
Fox News	118/618 HD	Logo TV	187
Fox Sports 1	83/583 HD	Longhorn Network	320
Fox Sports 2	84/584 HD	MAV TV	810 HD
reeform	199/699 HD	MAX Latino	429/929 HD
use	216/716 HD	MGM HD	744 HD
Fusion	108	Military History Channel	126
FX	53/553 HD	MLB Network	86/586 HD
FX Movie Channel	232	Mnet	229
FXX	191/691 HD	More Max	422/922 HD
FYI	129/629 HD	More Max West	423/923 HD
Galavisión	274	MovieMAX	428/928 HD
<b>GEM Shopping Network</b>	156	MSNBC	103/603 HD
Golf Channel	93/593 HD	MTV	210/710 HD
Great American Country	223/723 HD	MTV Hits	214

# Ultimate HD continued

MTV Jams	213	ReelzChannel	233
MTV Live	715 HD	REVOLT	726 HD
MTV2	211/711 HD	RLTV	245
mtvU	212	Rocks TV	155
Music Choice Play	1799	Science	122/622 HD
MyDestination TV HD	674 HD	SEC Network*	75/575 HD
Nat Geo Mundo	1564	SEC Network Overflow*	332/333/832 HD
Nat Geo Wild	132/632 HD	Showtime	365/865 HD
National Geographic Channel	121/621 HD	Showtime 2	369/869 HD
NBA TV	QH 685/68	Showtime 2 West	370/870 HD
NBC Sports Network	90/590 HD	Showtime Beyond	371
NBC Universo	275	Showtime Beyond West	372
NESN National <sup>†</sup>	26	Showtime Extreme	373/873 HD
Newsmax	115	Showtime Extreme West	374/874 HD
NFL Network	88/588 HD	Showtime Family Zone	379
NFL RedZone		Showtime Family Zone West	380
[seasonal programming]	335/835 HD	Showtime Next	377
NHL Network	87/587 HD	Showtime Next West	378
Nick 2	253	Showtime Showcase	367/867 HD
Nick Jr.	256/756 HD	Showtime Showcase West	368/868 HD
Nickelodeon	252/752 HD	Showtime West	366/866 HD
Nicktoons	254/754 HD	Showtime Women	375
One America News Network	T16/616 HD	Showtime Women West	376
One World Sports	297 HD	Sino TV Network	281
Outer Max	431/931 HD	Smile of a Child	294
Ovation	188/688 HD	Smithsonian Channel	134/634 HD
OWN: Oprah Winfrey Network	( 145/645 HD	Sony Movie Channel HD	737 HD
Oxygen	144/644 HD	Spike TV	54/554 HD
Pets.TV HD	633 HD	SportsNet New York <sup>1</sup>	96
POP	194/694 HD	Sprout	263
pivot	192/692 HD	Sundance TV	235/735 HD
QVC	150/650 HD	Syfy	180/680 HD
QVC Plus	153	TBN - Trinity	295
Recipe TV HD	GH 929	•	

TBS	52/552 HD
TeenNick	255
Tennis Channel	92/592 HD
The Blaze	112
The Movie Channel	385/885 HD
The Movie Channel West	386
The Movie Channel Xtra	387/887 HD
The Movie Channel Xtra West	388
The SonLife Broadcasting Nets	work 297
The Word	292
Three Angels Broadcasting	291
Thriller Max	426/926 HD
Thriller Max West	427
TLC	139/639 HD
TNT	51/551 HD
Tr3s: MTV	273
Travel Channel	170/670 HD
truTV	183/683 HD
Turner Classic Movies	230
TV Land	241/741 HD
TV One	271/771 HD
TVG [horse racing]	315
Universal HD	567 HD
Univision Deportes	1524/1539 HD

UP	238
UplifTV	798 HD
USA Network	50/550 HD
Velocity	631 HD
VH1	217/717 HD
VH1 Classic	218
VH1 Soul	219
VICELAND	127
VOD Weekly Highlights	339
WE tv	149/649 HD
WGN America	68/568 HD
Willow Cricket	806 HD
World Fishing Network	317/817 HD
wow	158/658 HD
Xtra	177
YES HD1	595 HD
Z Living	162

Digital Music
Go to verizon.com/Fiostvchannels or your On-screen Guide for a detailed listing of Digital Music channels.

Music Choice 180 1800-1850

# Custom TV Fios TV Local Package included. Additional subscriptions may be added.

11

Custom TV - Essentia	Is Regional spor	ts channels not included.	
A&E	181/681 HD	FX Movie Channel	232
AccuWeather	119/619 HD	FXX	191/691 HD
AMC	231/731 HD	GSN	184/684 HD
American Heroes Channel	125	Hallmark Channel	240/740 HD
Animal Planet	130/630 HD	Hallmark Movies & Mysteries	239/739 HD
ASPIRE	272	HGTV	165/665 HD
BET	270/770 HD	History	128/628 HD
Bloomberg TV	104/604 HD	HLN Headline News Network	101
Blue Highways	247	HSN	151/651 HD
Bravo	185/685 HD	IFC	234/734 HD
CCTV News	277	Investigation Discovery	123/623 HD
Centric	220	Lifetime	140/640 HD
CMT	221/721 HD	Liquidation Channel	159
CNBC World	106	LMN	141/641 HD
CNN	100/600 HD	Mnet	229
Comedy Central	190/690 HD	MSNBC	103/603 HD
C-SPAN	109	MTV	210/710 HD
C-SPAN 2	110	MTV2	211/711 HD
C-SPAN 3	111	Music Choice	1799
Daystar	293/793 HD	Nat Geo Wild	132/632 HD
Discovery Channel	120/620 HD	National Geographic Channel	121/621 HD
Discovery Family	259/789 HD	Nick Jr.	256/756 HD
Disney Channel	250/780 HD	Nicktoons	254/754 HD
Disney Junior	260	Nickelodeon	252/752 HD
Disney XD	251/781 HD	One America News Network	116/616 HD
E! Entertainment Television	196/696 HD	Oxygen	144/644 HD
Esquire Network	160	POP	194/694 HD
EVINE Live	157/657 HD	QVC	150/650 HD
Family Net	246	QVC Plus	153
Food Network	164/664 HD	RLTV	245
Fox Business Network	117/617 HD	Rocks TV	155
Fox News	118/618 HD	Spike	54/554 HD
Freeform	199/699 HD	Sprout	263
FX	53/553 HD	TeenNick	255

TLC	139/639 HD	USA	50/550 HD	
Travel Channel	170/670 HD	Velocity	631 HD	
Turner Classic Movies	230	VH1	217/717 HD	
TV Land	241/741 HD	VH1 Classic	218	
UP	238	WE tv	149/649 HD	
Custom TV - Sports	& More			
AccuWeather	119/619 HD	FXX	191/691 HD	
AMC	231/731 HD	GSN	184/684 HD	
ASPIRE	272	Hallmark Movies & Mysteries	A CONTRACTOR AND ADDRESS OF THE PARTY OF THE	
AWE	169/669 HD	HGTV	165/665 HD	
Big Ten 1	330	HSN	151/651 HD	
Big Ten 2	331	Liquidation Channel	159	
Big Ten Network	85/585 HD	Longhorn Network*	320	
Bloomberg TV	104/604 HD	Mnet	229	
Blue Highways	247	MTV	210/710 HD	
Cartoon Network	257/757 HD	Music Choice	1799	
CBS Sports Network	94/594 HD	NESN National*	97	
CCTV News	277	NFL Network	88/588 HD	
CNBC+	102/602 HD	Nick Jr.	256/756 HD	
CNBC World	106	Nick Toons	254/754 HD	
CNN	100/600 HD	Nickelodeon	252/752 HD	
Comedy Central	190/690 HD	POP	194/694 HD	
C-SPAN	109	QVC	150/650 HD	
C-SPAN 2	110	QVC Plus	153	
C-SPAN 3	111	RLTV	245	
Daystar	293/793 HD	Rocks TV	155	
Disney Channel	250/780 HD	SEC Network*	75/575 HD	
ESPN	70/570 HD	SEC Network Overflow*	332/333/832 HD	
ESPN U	73/573 HD	Syty	180/680 HD	
ESPN2	74/574 HD	TBS	52/552 HD	
EVINE Live	157/657 HD	TeenNick	255	
Family Net	246	TNT	51/551 HD	
Food Network	164/664 HD	truTV	183/683 HD	
Fox Sports 1	83/583 HD	USA	50/550 HD	
Fox Sports 2	84/584 HD	Velocity	631 HD	
FX	53/553 HD	VH1	217/717 HD	
				12

# Custom TV Continued

# The channel packs below can be added to Custom TV — Essentials & Custom TV — Sports & More

### Global Sports Pack

AYM Sports	1535
belN Sports	805 HD
belN Sports en Español	1538
ESPN Deportes	1520/1537 HD
Fox Deportes	1521
Gol TV	1523
One World Sports	597 HD
TyC Sports	1536
Univision Deportes	1524/1539 HD
Willow Cricket	806 HD

### Movie Lovers Pack

Chiller	193
HDNet Movies	746 HD
IFC	234/734 HD
MGM HD	744 HD
Sony Movie Channel HD	737 HD
Universal HD	567 HD

### Kids. Teens & Family Pack

rends reens ar army rack	
Boomerang	258
Cartoon Network	257/757 HD
Cooking Channel	163/663 HD
Discovery Family	259/789 HD
Discovery Life	161
Fusion	108
Hallmark Channel	240/740 HD
Lifetime Real Women	142
Ovation	188/688 HD
OWN: Oprah Winfrey Network	145/645 HD
pivot	192/692 HD
REVOLT	726 HD

# Fios TV Mundo Total Fios TV Local Package included. Additional subscriptions may be added.

Animal Planet	1565/630 HD	Fios Learning on Demand	131
Antena 3 HD	1515 HD	FM	1642
AyM Sports	1535	Food Network	1621/664 HD
Bandamax Estados Unidos	1663	FOROty	1551
BBC CBeebies	1727	Fox Deportes	1521
belN Sports en Español	1538	Fox Life	1582
Boomerang	1725	Freeform	1700/699 HD
C-SPAN	1546	Fusion	1552
Canal 22	1646	FX	1504/553 HD
Canal Once	1567	FXX	1522/691 HD
Canal SUR	1549	Galavisión	1503
Cartoon Network	1726/757 HD	GEM Shopping Network	156
Centroamérica TV	1703	GOL TV	1523
Cine Estelar	1688	Gran Cine	1683
Cine Latino	1685	GSN	184/684 HD
Cine Mexicano	1686	History Channel en Español	1561
Cine Nostalgia	1687	HIT	1648
Cine Sony Television	1689	HLN Headline News Network	1542
CNN	1541	HSN	1601/651 HD
CNN en Español	1540	Infinito	1620
Comedy Central	1644/890 HD	Jeweiry Television	1602
De Película	1680	Liquidation Channel	159
De Película Clásico	1681	Milenio Television	1550
Discovery Channel	1562/620 HD	MLB Network	1530/586 HD
Discovery En Español	1563	MTV	210/710 HD
Discovery Familia	1702	MTV2	1661/711 HD
Disney Channel	1729/780 HD	Multimedios TV	1511/1516 HD
Disney XD	1722	Nat Geo Mundo	1564
Dominican View	1548	NBC Universo	1643
Ecuavisa Internacional	1512	Nick Jr.	256/756 HD
ESPN Deportes	1520/1537 HD	Nickelodeon	1728
EVINE Live	1603/657 HD	Nuestra Tele	1705
FWTN Fenanol	1741	OWN: Oprah Winfrey Network	1625/645 HD

# Fios TV Mundo Total Continued

Pasiones	1583	Ultra Docu HD
QVC	1600/650 HD	Ultra Fiesta HD
QVC Plus	1604	Ultra Film HD
Ritmoson Latino EUA	1664	Ultra Kidz HD
Rocks TV	155	Ultra Luna HD
Semillitas	1723	Ultra Macho HD
Sorpresal	1720	Ultra Mex HD
Spike TV	1505/554 HD	Univision Deportes
Supercanal	1507	Univision tlNovelas
TBN Enlace USA	1740	USA Network
TBS	1502/552 HD	VH1
Tele El Salvador	1509	Viendo Movies
Telehit	1662	Vme Kids
Telemicro Internacional	1513	VOD Weekly Highlights
TeleN	1590	WAPA América
TeleRitmo	1666	
Televisión Dominicana	1506	Regional sports packages in
TNT	1501/551 HD	Total but not Flos TV Mundo
Trás: MTV	1660	
TV Chile	1704	Digital Music
TV Land	1707/741 HD	Digital Music
TVE Internacional	1560	Go to verizon.com/Fios your On-screen Guide for
TyC Sports	1536	listing of Digital Music c
Ultra Cine HD	1690 HD	Music Choice

1693 HD

Ultra Docu HD 1570 HD
Ultra Fiesta HD 1670 HD
Ultra Film HD 1691 HD
Ultra Kidz HD 1730 HD
Ultra Luna HD 1585 HD
Ultra Macho HD 1650 HD
Ultra Mex HD 1692 HD
Univision Deportes 1524/1539 HD
Univision tlNovelas 1584
USA Network 1500/550 HD
VH1 217/717 HD
Viendo Movies 1682
Vme Kids 1721
VOD Weekly Highlights 339
WAPA América 1508

Regional sports packages included with Fios TV Mundo Total but not Fios TV Mundo.

Go to verizon.com/Flostvchannels or your On-screen Guide for a detailed listing of Digital Music channels. Music Choice 1800–1850

Ultra Clásico HD

# Premium Channels Additional subscription required.

Movie Package		Showtime Women
Encore	350/850 HD	Showtime Women West
Encore Action	360	Starz
Encore Action West	361	Starz Cinema
Encore Black	358	Starz Comedy
Encore Black West	359	Starz Edge
Encore Classic	352	Starz Edge West
Encore Classic West	353	Starz In Black
Encore Español	363	Starz Kids & Family
Encore Family	362	Starz West
Encore Suspense	356	The Movie Channel
Encore Suspense West	357	The Movie Channel West
Encore West	351	The Movie Channel Xtra
Encore Westerns	354	The Movie Channel Xtra Wes
Encore Westerns West	355	
Flix	390	Premiums
Flix West	391	НВО
IndiePlex	348	нво
RetroPlex	349	HBO 2
Showtime	365/865 HD	HBO 2 West
Showtime 2	369/869 HD	HBO Comedy
Showtime 2 West	370/870 HD	HBO Comedy West
Showtime Beyond	371	HBO Family
Showtime Beyond West	372	HBO Family West
Showtime Extreme	373/873 HD	HBO Latino
Showtime Extreme West	374/874 HD	HBO Latino West
Showtime Family Zone	379	HBO Signature
Showtime Family Zone West	380	HBO Signature West
Showtime Next	377	HBO West
Showtime Next West	378	HBO Zone
Showtime Showcase	367/867 HD	HBO Zone West
Showtime Showcase West	368/868 HD	The Lone Front
Showtime West	366/866 HD	

375 376 340/840 HD 346 347/847 HD 342/842 HD 343 344 345/845 HD 381 385/885 HD 386 387/887 HD 388

400/899 HD 402/902 HD 403/903 HD 408/908 HD 409/909 HD 406/906 HD 407/907 HD 412/912 HD 413/913 HD 404/904 HD 405/905 HD 410/910 HD 411/911 HD

# Premium Channels continued

	395/895 HD	GH 968			445	440	441					
EPIX	EPIX	EPIX 2 HD		Other Premiums	herel	Playbov TV	Playboy TV en Español	in the factor of				
	424/924 HD	425	420/920 HD	421/921 HD	430/930 HD	429/929 HD	422/922 HD	423/923 HD	428/928 HD	431/931 HD	426/926 HD	427
CINEMAX	Action Max	Action Max West	Cinemax	Cinemax West	Five Star Max	MAX Latino	More Max	More Max West	Movie Max	Outer Max	Thriller Max	Thriller Max West

# Spanish Language Additional subscription required.

Antena 3 HD	1515 HD	Cine Sony Television	1689
AyM Sports	1535	CNN en Español	1540
Bandamax Estados Unidos	1663	De Pelicula	1680
BBC CBeebies	1727	De Película Clásico	1681
beiN Sports en Españoi	1538	Discovery en Español	1563
Boomerang [SAP]	1724	Discovery Familia	1702
Canal 22	1646	Disney XD	1722
Canal Once	1567	Dominican View	1548
Canal SUR	1549	Ecuavisa Internacional	1512
Centroamérica TV	1703	ESPN Deportes	1520/1537 HD
Cine Estelar	1688	EWTN Español	1741
Cine Latino	1685	FM	1642
Cine Mexicano	1686	FOROty	1551
Cine Nostalgia	1687	Fox Deportes	1521

Fox Life	1582	Tele N	1590
Fusion	108/1552 HD	TeleRitmo	1666
Galavisión	1503	Televisión Dominicana	1506
GOL TV	1523	Tr3's: MTV	1660
Gran Cine	1683	TV Chile	1704
History Channel en Español	1561	TVE Internacional	1560
HITn	1648	TyC Sports	1536
Infinito	1620	Ultra Cine	1690
Milenio Television	1550	Ultra Clásico	1693
Multimedios TV	1511/1516 HD	Ultra Docu	1570
Nat Geo Mundo	1564	Ultra Fiesta	1670
NBC Universo	1643	Ultra Film	1691
Nuestra Tele	1705	Ultra Kidz	1730
Pasiones	1583	Ultra Luna	1585
Ritmoson Latino EUA	1664	Ultra Macho	1650
Semillitas	1723	Ultra Mex	1692
¡Sorpresa!	1720	Univision Deportes	1524/1539 HD
Supercanal	1507	Univision tiNovelas	1584
TBN Enlace USA	1740	Viendo Movies	1682
Tele El Salvador	1509	Vme Kids	1721
Telehit	1662	WAPA América	1508
Telemicro Internacional	1513		

# Sports Pass Additional subscription required.

belN Sports HD	805 HD	Longhorn Network	320
ESPN Buzzer Beater/Goal Line	571 HD	MAV TV	810 HD
ESPN Classic	310	MLB Network	86/586 HD
ESPN College Extra	321-328	TVG	315
Fox College Sports Atlantic	300	Willow Cricket HD	806 HD
Fox College Sports Central	301	World Fishing Network	317/817 HD
Fox College Sports Pacific	302	mareau medica Scool sociolo	
A MANAGEMENT OF THE PROPERTY O	100		

# Fios TV Local Channels Local channels included in all TV packages.

Albany, NY		Estrella TV	29	CW - WNUV-TV 54	14/514 HD
ABC - WTEN-TV 10	10/510 HD	FOX WBFF TV 10	10/510 HD	Estrella TV	29
CBS - WRGB-TV 6	6/506 HD	FOX WTTG TV 5	17/517 HD	FOX WBFF TV 10	10/510 HD
CW - WCWN-TV 45	15/515 HD	MASN+ 7	7/577 HD/1526	MASN+ 7	7/577 HD/1526
Fios.1	1/501 HD	MPT 2	480	MPT 2	480
FOX - WXXA-TV 23	8/508 HD	MPT V-ME	481	MPT V-ME	481
ION Life [WYPX]	492	My WUTB	9/509 HD	My WUTB-TV 24	9/509 HD
ION-TV 55	20/520 HD	NBC - WBAL-TV 11	11/511 HD	NBC - WBAL-TV 11	11/511 HD
Mega TV	470	NBC WRC TV 4	16/516 HD	PBS - WETA-TV 26	26/526 HD
MSG+	78/578 HD/1528	News Channel 8	8/508 HD	PBS - WHUT-TV	32/532 HD
MSG 2+	79/579 HD	PBS - WETA-TV 26	26/526 HD	PBS - WMPT-TV 22	22/522 HD
MSG Plus*	80/580 HD/1529	PBS - WHUT-TV	32/532 HD	Telemundo - WZDC	20/520 HD
MSG Plus 2+	81	PBS - WMPT-TV 22	22/522 HD	UniMás WMDO	21/521 HD
NBC - WNYT-TV 13	13/513 HD	Telemundo WZDC	21/521 HD	Univision [WFDC]	19/519 HD
PBS - WMHT-TV 17	11/511 HD	UnlMás WMDO	24/524 HD	WBAL Plus Me TV	460
Qubo [WYPX]	491	Univision WFDC	20/520 HD	WBFF This TV Netwo	rk 465
SNY*	77/577 HD/1527	WBAL Plus Me TV	460	WBFF Weather Nation	1 466
Telemundo	31	WBFF This TV Netwo	rk 465	WETA Kids	472
This TV WRGB	468	WBFF Weather Nation	466	WETA UK	474
UnlMás	32	WETA Kids	472	WFDC getTV	464
Univision	30	WETA UK	474	WMAR Bounce TV	459
WMHT Create	463	WFDC getTV	464	WMAR Laff	463
WMHT World	464	WJLA CometTV	467	WMDO - LATV	475
WNYA-TV Decades	4/504 HD	WJLA Me TV	462	WNUV Antenna TV	479
WNYT Heroes & Ico	ons 461	WMAR Bounce TV	459	WPXW ION	15/515 HD
WNYT Me-TV	460	WMAR Laff	463	WQAW Azteca	24
WRNN TV 48 [IND]	21	WMDO - LATV	475	WUTB Grit TV	477
WTEN News Ten St	form Tracker 462	WNUV Antenna TV	479	Bristol County MA	
WXXA DT2 ZUUS C	Country 467	WNUV CometTV	469	Bristol County, MA	emar im
YES+	76/576 HD/1526	WPXW ION	15/515 HD	ABC - WCVB-TV 5	5/505 HD
		WQAW - Azteca Amer	rica 28	ABC - WLNE-TV 6	6/506 HD
Anne Arundel/Hov	The second secon	WTTG Buzzr	487	Catholic TV	296
ABC - WJLA TV 7	18/518 HD	WUSA The Justice No	twork 461	CBS - WBZ-TV 4	4/504 HD
ABC WMAR TV 2	12/512 HD	WUTB Grit TV	477	CBS - WPRI-TV 12	12/512 HD
CBS - WJZ-TV 13	13/513 HD	D-111			7/577 HD/1526
CBS WUSA TV 9	19/519 HD	Baltimore, MD	SEATTLE SE	CW - WLVI-TV 12	26/526 HD
	76/576 HD/1525	ABC WMAR TV 2	12/512 HD	CW - WLWC-TV 28	9/509 HD
CSN Mid-Atlantic Pi		CBS - WJZ-TV 13	13/513 HD	FOX - WFXT-TV 25	21/521 HD
Cozi TV [WRC]	468	CONTRACTOR AND ADDRESS OF THE PARTY OF THE P	6/576 HD/1525	FOX - WNAC-TV 64	11/511 HD
CW - WNUV-TV 54	14/514 HD	CSN Mid-Atlantic Plus	* 78/578 HD	GBH Kids	472

									nger			ni.	4230															الإسرة	100												20
24/508 HD	470	404	480	480	AE/CHE LIE	Digital digital	473	474	472	471	461	19/519 HD	462	463	468	25	469	495	487	481	477	475	478	GH 565		472	474	7/507 HD	468/467 HD	463	481	2/502 HD	480	11/5/1 HD	5/505 HD	492	466	78/578 HD/1528	78	80/580 HD/1529	9/509 HD
WACP	The Assessment of the Park	WELK? Accedition 1V	WEAT Date Television	WENT HEED INSVISION	WENT THE	WF MZ-1 V 09	WHYY Y Info	WHYY Y2	WLVT Create	WLVT V-ME	WMAR Laff	WMCN-TV 44	WMDT MeTV	WPHL Antenna TV	WPHL Geo Traffic	WTVE-TV 51	WTXF Movies!	WUVP getTV	WWOR Buzzr	WWSI Exitos TV	WYBE France 24	WYBE NHK World	WYBE RT TV	YES*	Control Now Jorean	13 Kids [WNET]	13 V-me [WNET]	ABC - WABC-TV 7	ABC Live Well [WABC]	Alerta TV Network	Arise News	CBS - WCBS-TV 2	CoziTV	CW - WPIX-TV 11	FOX - WNYW TV 5	ION Life [WPXN]	Mega TV	3.8	MSG 2+	-	My - WWOR TV 9
G/505 HD	and designed	200	485	9 9	0 00	490	461	466	76/576 HD/1525			7/507 HD	GH 905/9	485/466 HD	3/503 HD	4/504 HD	460	77/577 HD/1528	81/581 HD	76/575 HD/1525	16/516 HD	22/522 HD	13/513 HD	2/505 HD	492 18/Kit III	483	78/1527	79	38	E	10/S10 HD	23/523 HD	12/512 HD	39/539 HD	TA/517 HD	491	47	99/580 HD	27/527 HD	467	58
WBBZ Me-TV	WINDY HOW TH	WEALD Traing Springs & Wall	WINELD THIS BRIDE & WE	MANUEL BOUNCE IV	WINTE-IVED ICI	WINTO GETTA	WUTV GH TV	WUTV ZUUS Country	YES+ 76/5		Central Delaware	ABC - WMDT-TV 47		2	CBS - KYW-TV 3	CBS WBOC-TV16		CSN Mid-Attantic+ 77/5	2		CW - WPSG-TV 57	CW WMDT TV 3	FOX - WTXF-TV 29	FOX WBOC-TV 21	ION LIfe [WPPX]	KYW Decades	MASN DE+	MASN 2+	MIND - WYBE-TV 35	NBC - WBAL-TV 11	NBC - WCAU-TV 10	VTCN	PBS - WHYY-TV 12	PBS - WLVT-TV 39	PHL 17	Qubo [WPPX]	TBN - WGTW-TV-48	TCN+	Telemundo WWSI-TV 62	This TV Network WPHL	UniMás WFPA
474	400	Ske All and an	SAME LED	West In	OH ORNO	CHOICE	76/576 HD/1525	78/578 HD/1528	dews 13/513 HD	2/502 HD	44/544 HD	8/508 HD	491	V 50 20	17	19	471	460	467	466	465	469	480	478	V 3/503 HD		7/507 HD	4/504 HD	23/523 HD	1/50! HD	G/506 HD	77/577 HD/1528	80	79/579 HD/1529	GH 805/8	2/502 HD	17/517 HD	77/578 HD/1527	15	479	16
GBX CREATE	Course Contract	ION LIFE [WPXIL]	M. WINAC	AID WALPETTY 7	AIDC WINDTHY	NBC - WARH-IV IO		NESN Plus+	New England Cable News 13/513 HD	PBS - WGBH-TV 2	PBS - WGBX-TV 44	PBS - WSBE-TV 36	Qubo [WPXQ]	Telemundo - WRIW-TV 50	UniMás	Univision	WGBX 44 [PBS]	WJAR Me-TV	WLNE Escape TV	WLNE Grit TV	WLVI ZUUS Country	WLWC Movies!	WPRI Bounce TV	WSBELearn	WSBK My Network TV	Buffelo	ABC WICEW.TV 7	CBS WIVB-TV 4	CW - WNLO-TV 23	Fios 1	FOX WUTV-TV 29	MSG+		MSG Plus+	MY WNYO-TV 49	NBC WGRZ-TV 2	PBS - WNED-TV 17	SNY+	Telemundo	The Justice Network	UniMás
GBX	- Carl	NO.	200	AND CALL	O COL	NDC	NESN	NESP	New	PBS	PBS	PBS	Oubo	Telen	UniM	Univis	WGB	WJAF	WLN	WLN	WLVI	WLW	WPRI	WSB	WSBI	Buffe	ABC	CBS	- MO	Fios	FOX	MSG	MSG	MSG	MYM	NBC		PBS	PBS	PBS- SNY+ Telen	PBS- SNY+ Telor

Continued	ABC Live V	Melt DWARC1			722
		4 min 4 min 1 min	468	WNYJ TV 66	29
	Alerta TV I		463	WNYW Movles!	493
NBC - WNBC-TV 4 4/50	04 HD Arise New		481	WPtX 11 Alive Antenna	
NJTV 23/50	23 HD CBS - WC	BS-TV 2 2/5	02 HD	WPIX This TV	490
PBS - WLIW-TV 21 21/5	21HD Cozi TV		460	WPXN TV 31 ION	31/531 HD
PBS - WNET-TV 13 13/5	13 HD CW - WPD		511 HD	WPXO MundoFax	20
Qubo [WPXN]	491 Flos 1	THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW	OHIO	WRNN NHK World	482
Soul of the South	477 FOX - WN		05 HD	WRNN TV 48	6
SNY <sup>+</sup> 77/577 HD	M527 ION Life [V	VPXN]	492	WVVH TV 50	. 14
Telecare TV	296 LATV		480	WWOR Bounce TV	476
	12 HD Leased Ac	cess	499	WWOR Buzzr	487
The state of the s	17 HD Mega TV		466	WZME Me TV	19
	41 HD MSG+	78/578 Ht	1/1528	YES+ 7	6/576 HD/1526
WASA Estrella TV	8 MSG 2*	79/5	79 HD		
WCBS Decades	483 MSG Plus	80/580 HD	/1529	Greenwich, CT	1
WFTY getTV	495 MSG Plus	2+ 81/5	81 HD	13 Kids [WNET]	472
	03 HD My - WWO	RTV9 9/5	OH 80	13 V-me [WNET]	474
WLIW Create	471 NBC - WN	BC-TV 4 4/5	04 HD	ABC Live Well [WABC]	A STATE OF THE PARTY OF THE PAR
WLIW Greate WLIW World	473 NJTV	23/5	23 HD	ABC: WABC-TV 7	7/507 HD
	10 HD NYCTV	25/5	25 HD	ABC: WTNH-TV 8	15/515 HD
100.0	DDC - WAIL		513 HD	Alerta TV Network	463
WMBC Azteca	461 DDS WILLIA		21 HD	Arise News	481
WMBC New Tang Dynasty TV	478 Qubo [WP		491	CBS - WCBS-TV 2	2/502 HD
WMBC-TV 63	Coul of the		477	Cozi TV	460
WNJU Exitos TV	404 CANY	77/577 H	100000000000000000000000000000000000000	CW: WCCT	16/516 HD
Transfer of the second	Tolocara T		296	CW: WPIX-TV 11	11/511 HD
WNYJ TV 66	29 Tolomunda		512 HD	Fios 1 Westchester	1/501 HD
WNYW Movies!	493 Helh Adm 140	Control of the contro	517 HD	FOX - WNYW-TV 5	5/505 HD
WPIX 11 Alive Antenna TV	400 Unhiden V		541 HD	ION Life [WPXN]	492
WPtX Estrella	462 WASA Feb	and a second second	8	ION TV 31	31/531 HD
WPIX This TV	490 WCDC Da		483	LATV	480
	31 HD WEBS DE		495	Leased Access	499
WRNN TV 48 [IND]	D			Mega TV	466
WWOR Bounce TV	476 WJLP Me	1V 3/5	03 HD		8/578 HD/1528
WTXF Buzzr	487 WLIW 21	400	470	MSG 2+	79/579
WZME Me TV	19 WLIW Cre		471	1110000	/580 HD/1529
YES+ 76/576 HD	/1526 WLIW PBS	COURTY SEE	08 HD	MSG Plus 2+	81
	WLIW Wor	The same of the sa	473	WWOR-TV 9	9/509 HD
Downstate NY	WLNY TV		110 HD	NBC WNBC-TV 4	4/504 HD
13 Klds [WNET]	472 WMBC Az		461	NJTV	23/523 HD
13 V-me [WNET]		w Tang Dynasty TV	478	NYCTV	The second secon
ABC - WABC-TV 7 7/50	07 HD WMBC-TV	63	18	PBS: WEDH TV 24	25/525 HD 22/522 HD

PBS: WLIW TV 21	21/521 HD	MASN*	77/577 HD/1526	WLYH Live Well	480
PBS: WNET-TV 13	13/513 HD	MASN 2*	79/501 HD	WPMT Antenna TV	463
Qubo [WPXN]	491	My - WTVZ-TV 33	11/511 HD	Massachusetts	
Soul of the South	477	NBC - WAVY-TV 10	10/510 HD		-
SNY*	77/577 HD/1527	PBS - WHRO-TV 15	15/515 HD	ABC - WCVB-TV 5	5/505 HD
Telecare	296	Qubo [WPXV]	491	ABC - WMUR HD	9/509 HD
Telemundo WNJU T	V 47 12/512 HD	TBN - WTPC-TV 21	21	Bounce TV WUTF	462
UnlMás WFTY	17/517 HD	Telemundo	12	Catholic TV	296
Univision WXTV TV	41 41/541 HD	UniMás	29	CBS - WBZ-TV 4	4/504 HD
WASA Estrella TV	8	Univision	16		7/577 HD/1526
WCBS Decades	483	WAVY Bounce TV	467	CW - WLVI-TV 56	12/512 HD
WCCT This TV	494	WGNT Antenna TV	465	ETV - WENH-TV 11	11/511 HD
WFTY getTV	495	WHRO Create	463	FOX - WFXT-TV 25	8/508 HD
WJLP Me TV	3/503 HD	WHRO KIDS	462	GBH Kids	472
WLIW Create	471	WHRO World	460	GBH WORLD	473
WLIW PBS HD	508 HD	WSKY - TV 4	4/504 HD	GBX CREATE	474
WLIW World	473	WTVZ getTV	468	ION Life [WBPX]	492
WLNY TV 55	10/510 HD	WTVZ ZUUS Countr		ION-TV 68	15/515 HD
WMBC: Azteca	461		*) 3555	LATV [WUNI]	477
WMBC New Tang Dy	masty 478	Harrisburg, PA		Leased Access	499
WMBC-TV 63	18	ABC WHTM-TV 27	10/510 HD	NBC - WHDH-TV 7	7/507 HD
WNJU Éxitos TV	464	CBS WHP-TV 21	2/502 HD	NESN+ 7	6/576 HD/1525
WNYJ TV 66	29	CSN Philadelphia	76/576 HD/1525	NESN Plus* 7	8/578 HD/1528
WNYW Movies!	493	CTVN W07DP	35	New England Cable No	WS 13/513 HD
WPtX 11 Alive Antenn		CW - WLYH-TV 15	15/515 HD	PBS - WGBH-TV 2	2/502 HD
WPIX This TV	490	FOX WPMT-TV 43	4/504 HD	PBS - WGBX-TV 44	44/544 HD
WPXO MundoFox	20	ION WPPX-TV	16	PBS WSBE	18/518 HD
WRNN NHK World	482	MASN	77/577 HD/1526	Qubo [WBPX]	491
WRNN TV 48	6	MASN 2 HD	79/579 HD	Telemundo-WNEU-TV 6	0 10/510 HD
WVVH TV 50	14	MY WHP-TV 21.2	21	This TV Network [WHI	DH] 460
WWOR Bounce TV	476	NBC WGAL-TV 8	8/508 HD	UniMás WUTF	21/521 HD
WWOR Buzzr	487	PBS - WITF-TV 33	3/503 HD	Univision - WUNI-TV 27	27/527 HD
WZME Me TV	19	PA Cable Network	9/509 HD	WBIN Live Well	466
YES+	76/576 HD/1526	Retro TV [WHTM-D'	T2] 461	WBIN-TV 50	6/506 HD
100	royord may lozd	Root Sports+	78/578 HD/1527	WCVB Me TV	461
Hampton Roads, V	/A	TCN	99/580 HD	WFXT Movies!	490
ABC - WVEC-TV 13	13/513 HD	Tetemundo	14	WFXZ MundoFox	20
CBS - WTKR-TV 3	3/503 HD	This TV Network (W	GAL] 460	WGBX 44	471
CSN Mid-Atlantic+	76/576 HD/1525	UniMás	18	WLVI ZUUS Country	465
CSN Mid-Atlantic Plu	m <sup>+</sup> 334	Univision	13	WMFP Cozi TV	23/523 HD
CW - WGNT-TV 27	7/507 HD	WGCB	17/517 HD	WNEU Éxitos TV	475
FOX - WVBT-TV 43	5/505 HD	WHTM Weather	462	WSBK My Network TV	3/503 HD
ION Life [WPXV]	492	WLYH CometTV	469	WUTF getTV	489
NAME OF THE PROPERTY OF		The state of the s	2.57	The second secon	

Fios TV Local C	hannels	Univision-WUVP-TV 65	14/514 HD	MASN 2+	79
Continued		WACP	24	MIND - WYBE-TV 35	35
		WACP HD [Independent]	508 HD	NBC - WCAU-TV 10	10/510 HD
WWDP-TV 46 evine LIVE	E 46	WFMZ AccuWeather	464	NJTV	23/523 HD
WYCN	22	WFMZ Retro Television	480	PBS - WHYY-TV 12	12/512 HD
WYDN-TV 48	25	WFMZ Tuff TV	470	PBS - WLVT-TV 39	39/539 HD
		WFMZ-TV 69	15/515 HD	PHL 17	17/517 HD
Mercer County, NJ		WHYY Y Info	473	Qubo [WPPX]	491
ABC - WABC-TV 7	7/507 HD	WHYY Y2	474	TBN - WGTW-TV-48	47
ABC - WPVI-TV 6	6/506 HD	WLVT Create	472	Telemundo-WWSI-TV 62	27/527 HD
ABC Live Well [WPVI]	465/466 HD	WLVT V-ME	471	TCN+	99/580 HD
CBS - KYW-TV 3	3/503 HD	WMCN-TV 44	19/519 HD	This TV Network WPHL	467
Cozi TV [WCAU]	460	WNYW Movies!	493	UniMás WFPA	26
CSN Philadelphia* 76/	580 HD/1525	WPHL Antenna TV	463	Univision-WUVP-TV 65	14/514 HD
CW - WPIX-TV 11	11/511 HD	WPHL Geo Traffic	468	WACP TV	4/504 HD
CW - WPSG-TV 57	16/516 HD	WPHY America ONE	28	WFMZ AccuWeather	464
FOX - WNYW TV 5	5/505 HD	WPIX Estrella	462	WFMZ Retro Television	480
FOX - WTXF-TV 29	13/513 HD	WPIX This TV	490	WFMZ Tuff TV	470
ION Life [WPPX]	492	WTVE-TV 51	25	WFMZ-TV 69	15/515 HD
ION-TV 61	18/518 HD	WTXF Movies!	469	WHYY Y Info	473
KJWP Me TV	2/502 HD	WUVP getTV	495	WHYY Y2	474
MIND - WYBE-TV 35	35	WTXF Buzzr	487	WLVT Create	472
MSG* 79/	579 HD/1528	WWSI Exitos TV	481	WLVT V-ME	471
MSG 2+	80	WYBE France 24	477	WMCN-TV 44	19/519 HD
MSG Plus*	81/1529 HD	WYBE NHK World	475	WPHL Antenna TV	463
MSG Plus 2*	82	WYBE RT TV	478	WPHL Geo Traffic	468
My - WWOR TV 9	9/509 HD	YES+ 77/5	76 HD/1526	WTVE-TV 51	25
NBC - WCAU-TV 10	10/510 HD		A STATE OF THE PARTY OF THE PAR	WTXF Movies!	469
NBC - WNBC-TV 4	4/504 HD	Northern Delaware		WUVP getTV	495
NJTV	23/523 HD	ABC - WPVI-TV 6	6/506 HD	WTXF Buzzr	487
PBS - WHYY-TV 12	12/512 HD		65/466 HD	WWSI Exitos TV	481
PBS - WLVT-TV 39	39/539 HD	CBS - KYW-TV 3	3/503 HD	WYBE France 24	477
PBS - WNET-TV 13 [Mer	cerl 48	Cozi TV [WCAU]	460	WYBE NHK World	475
PHL 17	17/517 HD	CSN Mid-Atlantic+	77/1526	WYBE RT TV	478
Qubo [WPPX]	491	CSN Mid-Atlantic Plus*	81/581 HD	YES+	595 HD
	577 HD/1527	CSN Philadelphia <sup>+</sup> 76/5	76 HD/1525		000110
TBN - WGTW-TV-48	47	CW - WPSG-TV 57	16/516 HD	Northern New Jersey	
Telecare TV	296	FOX - WTXF-TV 29	13/513 HD	13 Kids [WNET]	472
Telemundo-WWSI-TV 62	And the second s	ION Life [WPPX]	492	13 V-me [WNET]	474
TCN+	99/595 HD	ION-TV 61	18/518 HD	ABC - WABC-TV 7	7/507 HD
This TV Network WPHL	467	KJWP Me TV	2/502 HD	ABC - WPVI- TV 6	16/516 HD
UniMás WFPA	26	KYW Decades	483	ABC Live Well [WABC]	468/467 HD
	20	MASN DE+	78/1527	ABC Live Welt [WPVI]	469/475 HD

Alerta TV Network	463	WNYW Movies!	493	CSN NE+	77/577 HD/1526
Arise News	481	WPIX 11 Alive Antenna		CW - WLWC-TV 28	9/509 HD
CBS - WCBS-TV 2	2/502 HD	WPIX This TV	490	FOX - WNAC-TV 64	
Cozi TV	2/502 HD 460	WPXN TV 3110N	31/531 HD	GBH Kids	472
CSN+	82/582 HD	WRNN TV 48 [IND]	3 (P33) HD	GBH WORLD	473
CW - WPIX-TV 11	11/511 HD	WWOR Bounce TV	100		
Fios 1	1/501 HD	WWOR Bounce 1V	476	GBX CREATE	474
FOX - WNYW TV 5		1111011000	487	ION Life [WPXQ]	492
	5/505 HD	WZME Me TV YES+	19	ION WPXQ TV-69	15/515 HD
ION Life [WPXN]	1000	YES*	6/576 HD/1526	My WNAC	14/514 HD
LATV	480	Pittsburgh, PA		NBC - WJAR-TV 10	10/510 HD
Leased Access	499	ABC - WTAE-TV 4	4/504 HD	NESN*	76/576 HD/1525
Mega TV	466	CBS - KDKA-TV 2	2/502 HD	NESN Plus*	78/578 HD/1528
Me TV	3/503 HD	Cornerstone-WPCB	5/505 HD	New England Cable	
MSG+	78/578 HD/1528	CW - WPCW-TV 19	3/503 HD	PBS - WGBH-TV 2	2/502 HD
MSG 2+	79/579 HD	FOX - WPGH-TV 53	7/507 HD	PBS - WGBX-TV 44	
MSG Plus*	80/580 HD/1529	getTV	466	PBS - WSBE-TV 36	A STATE OF THE STA
MSG Plus 2+	81/581 HD	ION Life	492	Qubo [WPXQ]	491
My - WWOR TV 9	9/509 HD	ION Television (WINP		Telemundo - WRIW-	TV 50 20
NBC - WNBC-TV 4		My - WPMY-TV 22	10/510 HD	UnlMás	17
NJTV	23/523 HD	NBC - WPXI-TV 11	11/511 HD	Univision	19
PBS - WLIW HD	470 HD	PBS - WQED-TV 13	13/513 HD	WGBX 44 [PBS]	471
PBS - WLIW-TV 21	21/521 HD			WJAR CometTV	470
PBS - WNET-TV 13	13/513 HD	PA Cable Network	21/521 HD	WJAR Me-TV	460
Qubo [WPXN]	491	Pittsburgh Cable New		WLNE Escape TV	467
SNY+	77/577 HD/1527	qubo	491	WLNE Grit TV	466
Soul of the South	477		6/576 HD/1525	WLWC Movies!	469
Telecare TV	296	Telemundo	18	WPRI Bounce TV	480
Telemundo WNJU 1	V 47 12/512 HD	UniMás	19	WSBE Learn	478
UniMás WFTY	17/517 HD	Univision	17		
Univision - WXTV-T	V 41 41/541 HD	WEPA Cozi	463	Richmond, VA	
WASA Estrella TV	8	WEPA Movies	22	6 Xtra [WTVR]	466
WCBS Decades	483	WEPA Retro	462	ABC - WRIC-TV 8	8/508 HD
WFTY getTV	495	WPNT CometTV	469	CBS - WTVR- TV 6	6/506 HD
WLIW Create	471	WPXI MeTV	465	CSN Mid-Attantic+	76/576HD/1525
WLIW World	473	WQED Create	474	CSN Mid-Atlantic Pt	
WLNY TV 55	10/510 HD	WQED Showcase	475	CW - WUPV-TV 65	13/513 HD
WMBC Azteca	461	WQED World	473	FOX - WRLH-TV 35	A STATE OF THE PARTY OF THE PAR
WMBC New Tang D	Dynasty TV 478	WTAE This TV	461	MASN+	77/577 HD/1526
WMBC-TV 63	18	Rhode Island		MASN 2+	79/579 HD
WNJU Exitos TV	464	ABC - WLNE-TV 6	6/506 HD	My WRLH DT 2	10
WNYE TV 25	25/525 HD	Catholic TV	296	NBC - WWBT-TV 12	
WNYJ TV 66	29	CBS - WPRI-TV 12	12/512 HD	PBS - WCVE-TV 23	
		CB9 - WFHE-1 & 12	12/312/10	PBS - WCVW-TV 57	24/524 HD

Fios TV Local C	hannels	WFMZ AccuWeather		Southern New Jerse	оу
Continued		WFMZ Retro Televisi	on 480	ABC - WPVI-TV 6	6/506 HD
Commueu		WFMZ Tuff TV	470	ABC Live Well [WPVI]	465/466 HD
UniMás	29	WFMZ-TV 69	15/515 HD	CBS - KYW-TV 3	3/503 HD
Univision	19	WHYY Y Info	473	Cozi TV [WCAU]	460
WCVE MHz WorldView	469	WHYY Y2	474	CSN Philadelphia <sup>+</sup> 7	76/576 HD/1525
WPXV ION	15/515 HD	WLVT Create	472	CW - WPSG-TV 57	16/516 HD
WRLH Comet TV	471	WLVT V-ME	471	FOX - WTXF-TV 29	13/513 HD
WTVR Antenna TV	479	WMCN-TV 44	19/519 HD	ION Life [WPPX]	492
WUPV Bounce TV	467	WPHL Antenna TV	463	ION-TV 61	18/518 HD
WWBT Me TV	460	WPHL Geo Traffic	468	KJWP Me TV	2/502 HD
WZTD Telemundo	20	WTVE-TV 51	25	KYW Decades	483
WZ1D relemendo	20	WTXF Movles!	469	MIND - WYBE-TV 35	35
Southeastern Pennsy	Ivania	WTXF MundoFox	482	NBC - WCAU-TV 10	10/510 HD
ABC - WPVI-TV 6	6/506 HD	WUVP getTV	495	NJTV	23/523 HD
ABC Live Well [WPVI]	465/466 HD	WTXF Buzzr	487	PBS - WHYY-TV 12	12/512 HD
CBS - KYW-TV 3	3/503 HD	WWSI Exitos TV	481	PBS - WLVT-TV 39	39/539 HD
Cozi TV [WCAU]	460	WYBE France 24	477	PHL 17	17/517 HD
	576 HD/1525	WYBE NHK World	475	Qubo [WPPX]	491
CW - WPSG-TV 57	16/516 HD	WYBE RT TV	478	TBN - WGTW-TV-48	47
FOX - WTXF-TV 29	13/513 HD	YES+	595 HD	Telemundo-WWSI-TV 6	CALL RESIDENCE AND ADDRESS.
ION Life (WPPX)	492	100	000 110	TCN+	the state of the s
ION-TV 61	18/518 HD	Southern Delawar	0	the state of the s	99/580 HD
KJWP Me TV	2/502 HD	ABC - WMDT-TV 47	7/507 HD	This TV Network WPH	
The state of the s		CBS - WBOC-TV 16	6/506 HD	Univision-WUVP-TV 65	
KYW Decades	483	CSN Plus <sup>+</sup>	81/581 HD	WACP TV	4/504 HD
MIND - WYBE-TV 35	35	CSN Mid-Atlantic	THE PROPERTY.	WFMZ AccuWeather	464
NBC - WCAU-TV 10	10/510 HD	Sussex+	76/576 HD/1525	WFMZ Retro Television	
NJTV	23/523 HD	CW - WMDT-DT2-TV	3 3/503 HD	WFMZ Tuff TV	470
PA Cable Network	9	FOX WBOC-TV 21	5/505 HD	WFMZ-TV 69	15/515 HD
PBS - WHYY-TV 12	12/512 HD	MASN+	77/577 HD/1526	WFPA UniMás	26
PBS - WLVT-TV 39	39/539 HD	MASN 2*	79	WHYY Y Info	473
PHL 17	17/517 HD	NBC - WBAL-TV 11	11/511 HD	WHYY Y2	474
Qubo [WPPX]	491	PBS - WCPB-TV 28	22	WLVT Create	472
TBN - WGTW-TV-48	47	PBS - WDPB-TV 12	12	WLVT V-ME	471
Telemundo-WWSI-TV 62	27/527 HD	Telemundo	16	WMCN-TV 44	19/519 HD
TCN*	99/580 HD	UnlMás	17	WPHL Antenna TV	463
This TV Network WPHL	467	Univision	15	WPHL Geo Traffic	468
UnlMás WFPA	26	WBAL Plus Me TV	460	WTVE-TV 51	25
Univision - WUVP-TV 65	14/514 HD	WBOC Antenna TV	479	WTXF Movies!	469
WACP TV	4/504 HD	WMDT MeTV	462	WTXF MundoFox	482
Weatherbug	49	YES†	595 HD	WUVP getTV	495
		160	383 HL	District Colon Colon	

WTXF Buzzr	487	WCNY PBS World	467	NBC WRC TV-4	4/504 HD
WWSI Exitos TV	481	WCNY Plus	468	News Channel 8	8/508 HD
WYBE France 24	477	WNYS getTV	480	NHK World	456
WYBE NHK World	475	WSYR Me TV	470	PBS - WETA-TV 26	26/526 HD
WYBE RT TV	478	WSYT ZUUS Country	465	PBS - WHUT-TV	32/532 HD
YES+	595 HD	YES+ 76	/576 HD/1526	PBS - WMPT-TV 22	22/522 HD
				Qubo [WPXW]	491
Syracuse, NY		Washington Metro Ar	ea	RT	455
ABC - WSYR-TV 9	9/509 HD	ABC WJLA TV 7	7/507 HD	RT en Español	454
Bounce TV WSYR	469	Antenna TV [WDCW]	482	Telemundo - WZDC	20/520 HD
CBS - WTVH-TV 5	5/505 HD	Blue Ocean Network	457	UniMás TV 47 WMDO	17/517 HD
CNY Central	460	CBS - WTVR - TV 6	16/516 HD		14/514 HD
CW - WSTQ	6/506 HD	CBS - WUSA TV 9	9/509 HD	WDCA Movies!	469
Fios 1	1/501 HD	Cozi TV	480	WDCW This TV	463
FOX WSYT-TV 68	8/508 HD	CSN Mid-Atlantic+ 76	/576 HD/1525	WETA Kida	472
ION Life [WSPX]	492	CSN Mid-Atlantic Plus*	78/578 HD	WETA UK	474
ION-TV 56	4/504 HD	CW - WDCW-TV 50	3/503 HD	WFDC getTV	464
MSG+	78/578 HD/1528	Estrella TV	29	WJLA Me TV	462
MSG 2 <sup>+</sup>	79	Fox - WRLH - TV 35	1V511 HD	WJLA-7.3 ABC Live Well	
MSG Plus*	80/580 HD/1529	Fox - WTTG TV 5	5/505 HD	WMDE Soul of the South	
MSG Plus 2*	81/581 HD	France 24	453	WMDO - LATV	475
My - WNYS-TV 43	7/507 HD	ION Life [WPXW]	492	WNVC CCTV News	458
NBC - WSTM-TV 3	3/503 HD	ION-TV 66	13/513 HD	WQAW Azteca America	27
PBS - WCNY-24	11/511 HD	MASN <sup>+</sup> 77	/577 HD/1526	WRLH My TV DT2	10
Qubo [WSPX]	491	MASN 2+	79/579 HD	WRLH CometTV	471
SNY+	77/577 HD/1527	MHz CCTV Documenta		WSCA Heroes & Icons	15
Telemundo	23	MHz Worldview	451	WTTG Buzzr	487
UniMás	24	MPT 2	480	WTVR XTRA	466
Univision	25	MPT V-ME	481		
WCNY Create	466	My - WDCA-TV 20	6/506 HD	WUSA Bounce TV	459
100000000000000000000000000000000000000		my HUGH IT EU	W COURT PILO	WUSA First Alert	461



Verizon Flos TV occasionally changes its channel offerings. For a complete listing of all the Verizon Flos TV channels available in your area, visit verizon.com/Flostvchannels. ©2016 Verizon.

This is a nationally available channel within the Ultimate HD package, outside of the state of NY and parts of NJ only. This channel is not to be confused with the Regional Sports Network offered by this provider within the state of NY and select parts of NJ.

"Longhorn Network is only available in Texas to customers with Preferred HD, Extreme HD, Ultimate HD and Custom TV-Sports & more. Available nationally to all customers with Ultimate HD and Sports Pass.

\*SEC Network is available nationally in Extreme HD and Ultimate HD. SEC Network available in Texas and Florida only to customers with Preferred HD, Extreme HD, Ultimate HD and Custom TV—Sports & more. SEC Network Overflow feed availability varies by region.

Programming services offered within each package are subject to change, and not all programming services will be available at all times. Blackout restrictions also apply. A 30-day minimum billing period may be required. 
\*Regional sports channels included in Ultimate, Extreme, Preferred and Custom TV—Sports & more. Spanish versions of those channels available for Mundo Total customers.

CLU-3/16r

Account Number: 354-

54

Bill Date: January 1, 2016

# Account Summary

Previous Period		
Previous Balance	154.38	
No Payment Received	.00	
Overdue - Please Pay Now	\$154.38	

Current Charges		
Fios TV, Internet & Phone Bundle	89.99	1/2 - 2/1
Additional Services & Equipment	44.96	1/2 - 2/1
Fees & Other Charges	19.75	
Current Charges Due by January 26	\$154.70	
Total Due	\$309.08	

To avoid a late payment charge of \$5 or 1.5% of your total due, whichever is greater, full payment must be received before Feb 3, 2016

# \$

### More Ways to Pay

Never be late again! Auto Pay at verizon.com/ autopay and you're always on time, or use:

- verizon.com/payonline to make a single online payment
- · My Fios app
- . 1.800.837.4966 to pay by phone
- verizon.com/paymentlocations to pay in person

- · Click to chat at verizon.com/liveagent
- Call 1.800.VERIZON (1.800.837.4966)
- Customers with disabilities call 1.800.974.6006 (Voice or TTY)



### Fios Quantum TV

Upgrade to record, store and enjoy your favorite shows like never before. Stream your DVR content on selected devices almost anywhere with Fios Quantum TV and the Fios Mobile app. Call 1.888.360.8584. Avail. in select areas. Fios Internet & Verizon router reg'd.

### Bump up your speed

Get more speed to handle your ever growing number of devices and needs. Upgrade to Fios Quantum 75/75 Mbps Internet for just \$10 per month more. Call us at 1.888.609.7244. Limited-time offer. Speeds not available in all areas. Taxes apply.

### Premium channels

There's always something great on TV when you have Premium channels. Watch Girls® on HBO®, Black Sails on STARZ®, Shameless on SHOWTIME® and more. Call us at 1.866.495.8254 or go to channel 860 to check out our offers. Availability varies and restrictions apply.

Send this stub with your payment

Account Number: 354- Total Due: \$309.08	18
Make check payable to Verizon	

00003807 01 AT 0.413 KG010111 0019 XX

NEWTON MA 02465- 1216

իրվերիկիակլլաբնառիկրիրվիլիակիրվի

VERIZON PO BOX 15124 ALBANY NY 12212-5124

V

7

Д

BE

88 P E

Account Number: 354-

Bill Date: January 1, 2016

### New movies

Rent or buy new releases instantly. Access them On Demand on Fios TV & on-the-go on the free Fios Mobile app.

### Your Discounts

	Price	Your Discounts	Amount You Pay
Bundle Discounts		A RESIDENCE	
Fios TV Preferred HD	54.99	-20.00	34.99
Fios Internet 50/50	50.00	-25.00	25.00
Fios Digital Voice Unlimited	30.00		30.00
Bundle Price	\$134.99	-\$45.00	\$89.99
Additional Services & Equip	ment Discou	nts	
Fully Loaded Entertainment	48.00	-48 00	00

TV discount expires 12/28/16. Internet discount expires 12/28/16.

Additional Services & Equipment Discounts

Fully Loaded Entertainment 48.99 -48.99 .00
Pack
Subtotal -\$48.99

Discounts This Month -\$93.99

TV discount expires 12/28/16.

Discounts have been applied to the Total Due shown on page 1.

## verizon FAST FACTS

## Visual 411 App

Get local business listings, coupons, reviews, maps, directions and much, much more! Search by category, business name, keyword or coupon. Visit verizon.com/visual411 for details.



### AccuWeather

AccuWeather is now even better. Get local hourly and special events forecasts, RealFeel® Temperature and other local and regional updates. Plus new MinuteCast®, a minute-by-minute precipitation forecast for key local landmarks. Tune to channel 619 in HD or 119 in SD today.



### FREQUENTLY ASKED QUESTIONS

### Why does my bill fluctuate?

Your bill amount fluctuates when you:

- Request a change to your service
- · Purchase or rent movies
- · Use directory assistance
- . Make calls outside of your calling plan
- · Receive a promotional credit
- · Lose a promotional credit
- · Receive a price change

### How can I request a duplicate bill?

Duplicate bills can be downloaded and printed at verizon.com/billview.

# What is the balance that I currently owe?

You can review your most current balance information online at verizon.com/billview or you can follow the prompts at 1.800.VERIZON. Account Number: 354-

Bill Date: January 1, 2016

. Ulick to chat at verizon.com/liveagent

Call 1.800.VERIZON (1.800.837.4966)

· Customers with disabilities call 1.800.974.6006 (Voice or TTY)

Overdue Balance

Please Pay Now

\$154.38

# **Details of Current Charges**

Includes discounts shown on page 2.

#### Fios TV, Internet & Phone Bundle

Your bundle includes Fios TV Preferred HD, Fios Internet 50/50 and Fios Digital Voice Unlimited

Bundle Price

Subtotal

\$89.99

\$44.96

1/2 - 2/1

1/2 - 2/1

Your monthly bundle price after the discounts shown on page 2 were applied.

Additional Services & Equipment Services **DVR Service** 11.00 Equipment (Rent): 2 TV Equipment Package 19.98 (Rent): Digital Adapter 7.99 (Rent): Wireless Router 5.99

Equipment and additional services to personalize your Fios service.

Fees & Other Charges	
Taxes, Governmental Fees & S	Surcharges
MA State Sales Tax	3.24
911/Disability Access Fee	1.25
Verizon Surcharges & Fees	
Federal Universal Service Fee	3.66
PEG Grant Fee	4.02
Verizon Property Tax Recovery Charge	2.29
Regulatory Recovery Fee - Fede	eral .08
Franchise Related Costs	1.80
Regional Sports Network Fee	2.42
FDV Administrative Charge	.99
Subtotal	\$19.75
Current Charges	\$154.70
Total Due	\$309.08

Includes both Verizon fees and governmental taxes and fees. For details, visit verizon.com/taxesandfees.

Account Number: 354-

Bill Date: January 1, 2016



#### Terms of Service Update Effective 1/17/16

The Verizon Internet, Fios TV, and Fios Digital Voice Terms of Service will be updated effective January 17, 2016. Among other items, there is a change to the way charges are billed upon termination of the service(s). To view the Terms of Service, visit verizon.com/terms.

Verizon Remittance Address Change Notification Please be advised that the payment address reflected in the remittance section of your bill will change.

Effective with January Invoices, payments should be mailed to the following address:

VERIZON PO Box 15124, Albany NY 12212-5124

If you submit check payments via online banking, please update your account with the new Verizon payment address to ensure accurate delivery.

Changes to Directory Listing Services
On March 19, 2016, the monthly price is changing for
the following service:

Non-Published Service from \$4.75 to \$4.90

Verizon values your business and offers many services that can enhance your Internet, TV and phone experience.

Changes to Directory Assistance Service
On March 19, 2016, the price for Directory Assistance is increasing from \$2.49 to \$2.75 per call. Verizon values your business and offers many services that can enhance your Internet, TV and phone experience.

#### Surcharges

Surcharges include:

- a Federal Subscriber Line and Access Recovery Charge applicable to state-to-state and international services that helps pay for the costs of providing and maintaining the local phone network;
- a Federal Universal Service Charge applicable to state-to-state and international services to recover fees imposed on us by the government to support universal service;
- a Carrier Cost Recovery Charge applicable to long distance customers that helps defray our costs for terminating calls on other networks, fees paid to support government programs such as Telecommunications Relay Service and local number portability, and other Federal Communications Commission-assessed charges;
- a Long Distance Administrative Charge applicable to long distance customers to help defray account servicing costs for state-to-state and international calling;

- a Federal Regulatory Fee applicable to recover the annual per video subscriber fee payment made to the FCC; and,
- a FDV Administrative Charge applicable per Fios Digital Voice line to help defray account-servicing costs associated with providing voice services.

Please note that the surcharges are charges, not taxes. These charges, and what is included in these charges, are subject to change from time to time. For additional information regarding the charges on your Verizon bill, please visit verizon.com or call the number listed on your bill.

#### FUSF Fee Changes January 1, 2016

Your Federal Universal Service Fund (FUSF) fee may change on January 1, 2016. Authorized and reviewed quarterly by the FCC, the FUSF funds programs to keep local telephone rates affordable for all customers and provides discounts to schools, libraries, rural health care providers, and low-income families.

#### **Customer Notices**

#### Customer Proprietary Network Information (CPNI) Notice for Residential, Small and Medium Business Customers

CPNI is information that relates to the type, quantity, destination, technical configuration, location, amount of use, and billing information of your telecommunications or interconnected VoIP services. This information is made available to us solely by virtue of our relationship with you. The protection of your information is important to us. Under federal law, you have a right, and we have a duty, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services such as video, wireless, Internet, and long distance. Visit verizon.com for a complete listing of our services and companies.

For residential, small and medium business customers, you may choose not to have your CPNI used for marketing purposes described above by calling us anytime at 1-866-483-9700. When you call, please have your bill and account number available. Your decision about use of your CPNI doesn't affect our provision of services to you nor eliminate all Verizon marketing contacts.

Unless you call us at the number above, Verizon may use your CPNI to market different types of services beginning 30 days after the first time we notify you of the CPNI policy described above. You may elect at any time to add or remove a restriction on the use of your

# CABLE TELEVISION LICENSE APPLICATION

# **VERIZON NEW ENGLAND INC.**

**QUESTION 12** 

EXHIBIT D

BROADCAST TELEVISION SIGNALS APPLICANT PROPOSES TO CARRY

See attached.

# CABLE TELEVISION LICENSE APPLICATION

# **VERIZON NEW ENGLAND INC.**

# BROADCAST TELEVISION SIGNALS

Program Name	Genre	VCN1	Location
Flogram Name	Genre	VCIVI	Location  Local Must-
WGBH PBS TV 2	LOCAL	2	Carry
WSBK My Network TV	LOCAL	3	Local
WBZ CBS-TV 4	LOCAL	4	Local
WCVB ABC-TV 5	LOCAL	5	Local
WetBibert	200.12		Local Must-
WBIN TV 50	LOCAL	6	Carry
WHDH NBC TV 7	LOCAL	7	Local
WFXT FOX-TV 25	LOCAL	8	Local
WMUR ABC-TV 9	LOCAL	9	Local
WNEU Telemundo TV 60	LOCAL	10	Local
WIVE Telemands I V 00	LOCIE	10	Local Must-
WENH ETV TV 11	LOCAL	11	Carry
WLVI CW-TV 56	LOCAL	12	Local
	EGGILE	12	Local Must-
WBPX ION TV 68	LOCAL	15	Carry
WSBE PBS-TV 36	LOCAL		Local
WFXZ MundoMax	LOCAL		Local
WUTF UniMás	LOCAL		Local
WYCN	LOCAL	22	Local
			Local Must-
WMFP Cozi TV	LOCAL	23	Carry
			Local Must-
WYDN TV 48	LOCAL	25	Carry
WUNI Univision TV 27	LOCAL	27	Local
			Local Must-
WGBX PBS TV 44	LOCAL	44	Carry
			Local Must-
WWDP evine LIVE TV 46	LOCAL	46	Carry
WHDH This TV Network	LOCAL PLUS	460	Local
WCVB Me TV	LOCAL PLUS	461	Local
WUTF Bounce TV	LOCAL PLUS	462	Local
WFXT LAFF	LOCAL PLUS	463	Local
WLVI Buzzr	LOCAL PLUS	465	Local
WBIN Classics	LOCAL PLUS	466	Local
WGBX 44	LOCAL PLUS	471	Local
WGBH GBH Kids	LOCAL PLUS	472	Local
WGBH GBH WORLD	LOCAL PLUS	473	Local
WGBX GBX CREATE	LOCAL PLUS	474	Local
WNEU Éxitos TV	LOCAL PLUS	475	Local
WUNI LATV	LOCAL PLUS	477	Local
WBZ Decades	LOCAL PLUS	483	Local

WUTF Escape TV	LOCAL PLUS	486	Local
WUTF getTV	LOCAL PLUS	489	Local
WFXT Movies!	LOCAL PLUS	490	Local
WBPX qubo	LOCAL PLUS	491	Local
WBPX ION Life	LOCAL PLUS	492	Local
	HD		Local Must-
WGBH PBS HD	BROADCAST	502	Carry HD
	HD		· ·
WSBK My Network TV HD	BROADCAST	503	Local HDTV
	HD		
WBZ CBS HD	BROADCAST	504	Local HDTV
	HD		
WCVB ABC HD	BROADCAST	505	Local HDTV
	HD		Local Must-
WBIN HD	BROADCAST	506	Carry HD
	HD		· ·
WHDH NBC HD	BROADCAST	507	Local HDTV
	HD		
WFXT Fox HD	BROADCAST	508	Local HDTV
	HD		
WMUR ABC HD	BROADCAST	509	Local HDTV
	HD		
WNEU Telemundo HD	BROADCAST	510	Local HDTV
	HD		Local Must-
WENH ETV HD	BROADCAST	511	Carry HD
	HD		·
WLVI CW HD	BROADCAST	512	Local HDTV
	HD		Local Must-
WBPX ION HD	BROADCAST	515	Carry HD
	HD		
WSBE PBS HD	BROADCAST	518	Local HDTV
	HD		
WUTF UniMás HD	BROADCAST	521	Local HDTV
	HD		Local Must-
WMFP Cozi TV HD	BROADCAST	523	Carry HD
	HD		J
WUNI Univision HD	BROADCAST	527	Local HDTV
- 1 12 -	HD		Local Must-
WGBX PBS HD	BROADCAST	544	Carry HD
			· · · · · · · · · · · · · · · · · · ·

# **CABLE TELEVISION LICENSE APPLICATION**

# **VERIZON NEW ENGLAND INC.**

**QUESTION 13** 

#### **EXHIBIT E**

# LIST OF MUST CARRY CHANNELS AND CHANNELS TO BE CARRIED PURSUANT TO RETRANSMISSION CONSENT

Call Sign	Broadcast	April 27, 2011	Community of
	Channel	Cable Channel	License
WGBH	2	2	BOSTON, MA
WBIN formerly	6	6	DERRY, NH
WZMY			
WENH	11	11	DURHAM, NH
WBPX	66	15	BOSTON, MA
WYDN	48	25	WORCESTER,
			MA
WGBX-TV	2	44	BOSTON, MA
WWDP	46	46	NORWELL, MA
WMPF	62	23	LAWRENCE, MA

# **CABLE TELEVISION LICENSE APPLICATION**

# **VERIZON NEW ENGLAND INC.**

**QUESTION 23** 

**EXHIBIT F** 

TECHNICAL DESCRIPTION OF THE FTTP SYSTEM AND OF THE CABLE TELEVISION SERVICE TO BE PROVIDED

See attached

### CABLE TELEVISION LICENSE APPLICATION

#### VERIZON NEW ENGLAND INC.

#### EXHIBIT F

#### Proposed Service Overview, Product Offers and Architecture

- Overview of Fiber to the Premises (FTTP) Deployment
- Service Overview
  - Product Offer
  - Service Delivery/Connection Method
- FTTP System Architecture
  - o End-to-End Architecture
  - Wide Area Transport

# Overview of Fiber To The Premises (FTTP) Deployment

FTTP is a key Verizon corporate initiative to provide voice, cable television and very high speed data services. FTTP uses fiber-optic cable and optical electronics to directly link homes and many businesses to the Verizon network. The fiber network being deployed can support cable television and, where appropriate, Verizon will seek to provide cable service to customers. Key objectives include, but are not limited to, the delivery of higher customer satisfaction, superior performance (network, applications & technical support), and an installation process that surpasses the Cable, DBS and DSL experience today.

- Verizon Communications companies began deploying FTTP in twelve states in 2004.
   Verizon had passed six million homes with FTTP in sixteen states by the end of 2006.
- Cable television services deployment will be a subset that is ancillary to the voice and data FTTP services. Select FTTP-enabled wire centers will be deployed for cable service in the first instance.

#### Service Overview

The FTTP Network will enable provision of a feature rich and fully competitive cable television offering. The major components of the cable television services which Verizon will offer to consumers will include:

- Basic tier, including local and Public, Educational, and Governmental (PEG) channels as requested by and as negotiated with the community
- Expanded Service tiers
- · Premium channel tiers
- Pay Per View (PPV)
- HDTV channels
- Digital music channels
- Digital Video Recorder (DVR)
- Interactive programming guide (IPG)
- Inside coax cable wire installation

#### **Product Offers**

For residential customers, Verizon will initially offer Broadcast Television, High Definition TV (HDTV), Digital Video Recorders (DVR), Interactive Programming Guide (IPG) and Pay Per View (PPV) Movies and Events. The Broadcast Television offering will consist of both a Basic Service tier and an Expanded Service tier. The Basic Service tier will include local, educational/government (EG) channels and select cable channels. The Expanded Service tier will include all channels carried on the Basic Service tier as well as additional cable channels, premium cable channels, Spanish language channels, international channels, digital music channels, an interactive program guide (IPG), HDTV programming (for subscribers with an HD STB) and PPV programming. Customers will be charged a monthly recurring fee for each set top box (STB) based upon model. The customer will be offered the option to upgrade STBs to include support for HDTV, or a combined HD DVR STB for additional monthly fees.

In addition to organizing and informing the customer of the programming line-up, the system is designed from its outset to be an active two-way system for subscriber interaction, if any, required for the selection or use of cable service. The IPG will support on-screen program control, parental controls, timers, search, and ordering of PPV services. Pay Per View allows subscribers to pay for and watch prescheduled programming events on an on-demand basis. PPV movies or events will be selected from the IPG. Authorization for billing will occur at the time of purchase. Events begin at pre-scheduled intervals (i.e., programming is not immediately available). Customers will purchase PPV either as discrete events or in pre-defined packages.

#### Service Delivery/Connection Method

#### Connection Method

At initial deployment, an installation and maintenance (I&M) technician will connect the Optical Network Terminal (ONT) to a central point of demarcation where a cable television I & M technician will make final connections to provide the cable television service. After the installation of the ONT, a cable television field technician will test the existing in-home coaxial cable to determine if it is technically acceptable and will connect the service. If no coaxial cable exists or the coaxial cable is unacceptable, the technician will install wiring to the first cable outlet, and will install new coaxial wiring to other locations identified by the customer at the customer's request and expense. The customer may choose to self-install such wiring, or to obtain inside wiring installation service from a third party or Verizon.

#### Connection Method: Set Top Box

The technician will have a set top box that will need to be installed near the TV. The technician will connect a coaxial cable from the wall outlet to the set top box and another coaxial cable from the set top box to the TV. The technician will also connect the customer's VCR and/or DVD device and check for proper operation. A fee may be charged for non-standard installations involving multiple components such as surround sound systems or other electronic equipment. This process will be followed for any boxes installed.

When a set top box is installed the technician will call the service center at which point the certain services previously ordered by the customer will be activated. A remote command will be issued to the set top box in real time to turn the purchased service(s) on.

#### Connection Method: PPV

The set top box provides access to the service. Customers will use their remote control to purchase the programming they desire. Purchases will appear on the monthly bill.

### Equipment Changes and Re-Configurations

When a customer changes the in-home configuration (e.g., moving a set top box from one TV to another), the customer will be able to accomplish this change without reconfiguring the set top box.

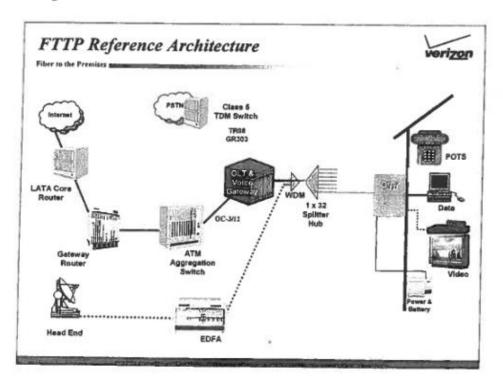
#### FTTP System Architecture

#### End-to-End Architecture

Figure 1 shows the architecture topology for supporting service across multiple market areas. A brief summary of the end-to-end architecture follows. Subsequent sections provide more information on each major component within the planned Verizon FTTP overlay architecture.

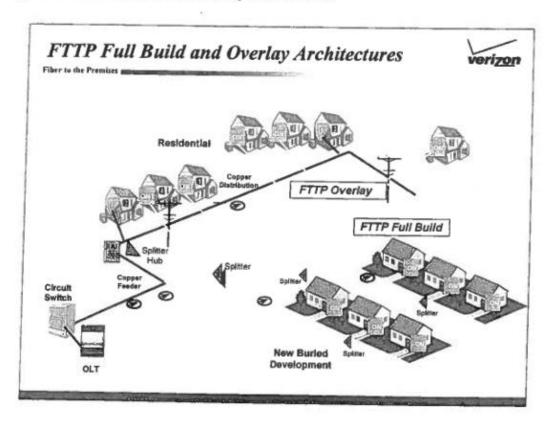
Figure 2 shows full build and overlay architecture. FTTP will be built instead of copper facilities in new communities. In existing communities, the existing copper network will continue to serve those customers who have not migrated to the FTTP network. The fiber is deployed from a Central Office location within a wire center area.

Figure 1-High Level End to End Architecture



<sup>1</sup>Verizon will use its existing Title II authority to upgrade its network, and fiber optic cables for the FTTP will be built instead of copper facilities. Verizon will use its existing right-of-way access to upgrade its network.

Figure 2-FTTP Full Build and Overlay Architectures



At the national or regional level, a "super" headend (SHE) shall serve as the single point of national content aggregation (see Figure 1). All content shall be encoded into MPEG2 streams and transported over nationwide SONET services. In each market where Verizon seeks to offer cable service, the broadcast cable television traffic is off loaded from the long haul network and terminated at a Video Hub Office (VHO). Network redundancy and route diversity shall extend from the SHE to the VHO.

The VHO serves as the metro or local point of aggregation. It is here that off-air and PEG channels (where appropriate) are combined with the broadcast cable television coming from the SHE. The IPG shall be controlled from this site, also. The service that exits the VHO shall look like the final product viewed by the end user subscriber.

Cable television traffic is converted to optical signals at the VHO and transported over Verizon's metro area, inter-office facilities (IOF) to Video Serving Offices (VSOs). Voice and high-speed data signals are combined with the cable television at this location for final transport to the subscriber premises over Verizon's FTTP Passive Optical Network (PON).

At the premise, the optical cable television signal is de-multiplexed and converted to an electrical signal, which meets cable television industry standards for cable services. Standard home wiring practices, using coaxial cables, as well as alternative media, shall distribute the signal to cable ready TVs and standard set top boxes.

There will be 24x7 control and surveillance of the cable television platform from a remote location. This Network Operations Center (NOC) will be centrally located and shall be responsible for the operation and maintenance of the Conditional Access System (CAS), which directs the encryption functions performed back at the VHO.

#### Super Headend (SHE)

A "super" headend (SHE) shall serve as the single point of national content aggregation. At general service availability, Verizon shall deploy a primary SHE and an additional SHE for redundancy.

Both the primary and redundant SHEs will be strategically located to ensure technical and environmental requirements are met.

The key functions of the SHE include:

Content Reception

Signal Processing

Encoding

Network Interface

The majority of cable television sources shall be individual content provider programming. A mix of standard and high definition formats shall be supported. All content shall be encoded into MPEG2 streams, formatted for SONET, and transported via an OC48c to a local point-of-presence (POP) for wide area (national) transport.

#### Wide Area Transport

In support of the cable television service, Verizon will use OC48c SONET facilities in the POPs serving target cable markets. Where multiple POPs exist within a market, redundancy options shall dictate if a single or multiple POPs shall be designated for supporting the cable television traffic.

In most cases, it is expected that the cable television traffic shall traverse multiple interconnected rings between the SHE and the destination market. Once the cable traffic reaches a POP located in a target market, it will be forwarded to an OC48c SONET interface connected to metro/local SONET facilities. These facilities shall connect the POP to a Video Hub Office (VHO). VHOs are capable of serving multiple communities

within a target market. If more than one VHO is required, the metro SONET ring(s) would be deployed to cover multiple sites.

#### Video Hub Office (VHO)

The VHO serves as the metro or local point of aggregation. The VHO location is based on a combination of technical factors, metro fiber/IOF availability, local channel reception characteristics, and municipal regulations (e.g., zoning ordinances).

Under current network design plans, the anticipated functions of the VHO include:

WAN Interface for Cable television Transport

Ad Insertion

PEG Content

Signal Grooming and Multiplexing

Emergency Alert Service

Interactive Program Guide

Conditional Access

Local Content

The VHO shall aggregate three basic sources of content: national broadcast channels, local broadcast channels, and PEG channels. The national content is the traffic sent from the SHE and is delivered via an OC48c SONET interface from the SONETPOP. The local broadcast channels shall be received off-air via antennas or terrestrial fiber transport located at the VHO site. The PEG channels shall be collected via terrestrial connections from each local franchising area (LFA) served by the VHO.

The final collection of content is placed into the RF spectrum between 50 – 870 MHz as either an analog AM-VSB signal or, as part of a digital multiplex, into a 256-QAM modulated carrier. Digital content requiring encryption by the CAS shall also be multiplexed into QAM modulators and combined with other analog and digital carriers. In addition, an out-of-band downstream channel is generated which carries the IPG, provisioning, and management messages to STBs. The combined RF signal is converted to optics and fed into EDFAs at egress from the VHO. These optical cable television signals are transported on the 1550 nm wavelength of the G.983-specified Enhancement band to Verizon Video Serving Offices (VSOs).

As noted previously, it is intended that the broadcast cable television traffic/service that exits the VHO shall look like the final product viewed by the end user subscriber.

#### Metro Area Transport

The optical cable television signals coming from the VHO are transported on the 1550 nm wavelength over fiber available within Verizon's inter-office facilities (IOF).

# Video Serving Office (VSO) & Passive Optical Network

The VSO is a location within the central office containing FTTP equipment. If technically feasible or otherwise appropriate, PEG insertion may occur at this location in the network.

The key function of the VSO is to combine Broadcast Cable television into the Voice and High Speed Data FTTP Network

Once in the VSO, the optical cable television signal is sent through an EDFA and then to a Wave Division Multiplexer combiner and splitter, which is used to add the cable signal to the voice and high-speed data signals' wavelength (1490nm) — coming from the Optical Line Terminal — together with the cable wavelength onto a single optical source. This optical signal is then sent towards the subscriber premises via a PON. The VSO will also play a role in supporting upstream signals from the customer premises for PPV services. PPV usage data uses the data service's 1310nm upstream wavelength. The upstream data communications shall be sent back to a subscriber database located in the Operations Center located in the VHO.

#### Customer Premises

At the premise, an ONT de-multiplexes the 1550nm optical signal and simply converts it to a voice, data and cable television electrical signal, which meets cable television industry standards for cable services.

### LEGAL AUTHORITY FOR FTTP BUILD OUT

Verizon, as a common carrier under Title II of the Communications Act of 1934 (the "Act"), is constructing its FTTP network as an upgrade to its existing telecommunications network. Verizon has the requisite authority to upgrade its network for enhanced voice and broadband services for the reasons discussed, in part below.

Verizon has the necessary Federal, state and local authorizations to upgrade its Title II telecommunications network, subject to customary time, place and manner permitting requirements. Specifically, Chapter 166, Section 21 of the General Laws of Massachusetts ("M.G.L.") grants Verizon the right to place its lines upon, along, under and across the public ways in the Commonwealth of Massachusetts. While a company must secure the permission of municipal officers to construct or alter a line in the public way pursuant to Chapter 166, Section 22 of the M.G.L., that section also provides that no municipal order is required for renewing, repairing or replacing wires, cables, or other facilities, or for making house connections or connections between existing conduits and poles, once erected under the provisions of the law.

The Title II services to be provided over Verizon's FTTP network are not subject to Title VI of the Act, Chapter 166A of the M.G.L., or Chapter 207 of the Code of Massachusetts Regulation (CMR), which regulate cable television service. Verizon plans to utilize FTTP to offer its customers enhanced voice and broadband data services. While FTTP may give Verizon the future capability of providing video service, the network is not subject to Title VI of the Act, Chapter 166A of the M.G.L. or Chapter 207 of the CMR (including any construction and maintenance requirements) unless and until the network constitutes a "cable system" as defined in Section 602(7) of the Act or a "community antenna television system" as defined in Section 1 of Chapter 166A of the M.G.L. This is triggered only when cable services, such as video programming, are provided to multiple subscribers within a community. As stated in Section 602(7) of the Act, "the term 'cable system' ... does not include ... (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of this Act, except ... to the extent that such facility is used in the transmission of video programming directly to subscribers." See Nat'l Cable Television Ass'n v. FCC, 33 F.3d 66 (D.C. Cir. 1994) (concluding that the FCC "reasonably interpreted the [Communications] Act to require that an entity obtain a cable franchise only when that entity selects or provides the video programming to be offered.") Moreover, Section 621(b)(3) of the Act further specifically prohibits franchising authorities from requiring cable franchises for the provision of telecommunications service or in any way restricting or impeding the provision of such service.

### **CABLE TELEVISION LICENSE APPLICATION**

# VERIZON NEW ENGLAND INC.

**QUESTION 27** 

EXHIBIT G

# 2015 ANNUAL REPORT TO SHAREHOLDERS VERIZON COMMUNICATIONS INC.

(Auditor's Letter, Income Statement, Balance Sheet, Cash Flow Statement)

See attached.

### Report of Management on Internal Control Over Financial Reporting

We, the management of Verizon Communications Inc., are responsible for establishing and maintaining adequate internal control over financial reporting of the company. Management has evaluated internal control over financial reporting of the company using the criteria for effective internal control established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013.

Management has assessed the effectiveness of the company's internal control over financial reporting as of December 31, 2015. Based on this assessment, we believe that the internal control over financial reporting of the company is effective as of December 31, 2015. In connection with this assessment, there were no material weaknesses in the company's internal control over financial reporting identified by management.

The company's financial statements included in this Annual Report have been audited by Ernst & Young LLP, independent registered public accounting firm. Ernst & Young LLP has also provided an attestation report on the company's internal control over financial reporting.

Lowell C. McAdam

Chairman and Chief Executive Officer

Francis J. Shammo

Franci Johan

Executive Vice President and Chief Financial Officer

Anthony T. Skiadas

Senior Vice President and Controller

Authory SES

### Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting

#### To The Board of Directors and Shareowners of Verizon Communications Inc.:

We have audited Verizon Communications Inc. and subsidiaries' (Verizon) internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Verizon's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Internal Control Over Financial Reporting, Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Verizon maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015. based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Verizon as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, cash flows and changes in equity for each of the three years in the period ended December 31, 2015 and our report dated February 23, 2016 expressed an unqualified opinion thereon.

**Ernst & Young LLP** New York, New York

Ernet + Young LLP

February 23, 2016

### Report of Independent Registered Public Accounting Firm

#### To The Board of Directors and Shareowners of Verizon Communications Inc.:

We have audited the accompanying consolidated balance sheets of Verizon Communications Inc. and subsidiaries (Verizon) as of December 31, 2015 and 2014, and the related consolidated statements of income, comprehensive income, cash flows and changes in equity for each of the three years in the period ended December 31, 2015. These financial statements are the responsibility of Verizon's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Verizon at December 31, 2015 and 2014, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Verizon's internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 23, 2016 expressed an unqualified opinion thereon.

Ernst & Young LLP New York, New York

Ernst + Young LLP

February 23, 2016

#### 38 Verizon Communications Inc. and Subsidiaries

# **Consolidated Statements of Income**

		(dollars in millions, exce	pt per share amounts)
Years Ended December 31,	2015	2014	2013
Operating Revenues			
Service revenues and other	\$ 114,696	\$ 116,122	\$ 112,454
Wireless equipment revenues	16,924	10,957	8,096
Total Operating Revenues	131,620	127,079	120,550
Operating Expenses			
Cost of services (exclusive of items shown below)	29,438	28,306	28,534
Wireless cost of equipment	23,119	21,625	16,353
Selling, general and administrative expense	29,986	41,016	27,089
Depreciation and amortization expense	16,017	16,533	16,606
Total Operating Expenses	98,560	107,480	88,582
Operating Income	33,060	19,599	31,968
Equity in (losses) earnings of unconsolidated businesses	(86)	1,780	142
Other income and (expense), net	186	(1,194)	(166)
Interest expense	(4,920)	(4,915)	(2,667)
Income Before Provision For Income Taxes	28,240	15,270	29,277
Provision for income taxes	(9,865)	(3,314)	(5,730)
Net Income	\$ 18,375	\$ 11,956	\$ 23,547
Net income attributable to noncontrolling interests	\$ 496	\$ 2,331	\$ 12,050
Net income attributable to Verizon	17,879	9,625	11,497
Net Income	\$ 18,375	\$ 11,956	\$ 23,547
Basic Earnings Per Common Share			
Net income attributable to Verizon	\$ 4.38	\$ 2.42	\$ 4.01
Weighted-average shares outstanding (in millions)	4,085	3,974	2,866
Diluted Earnings Per Common Share			
Net income attributable to Verizon	\$ 4.37	\$ 2.42	\$ 4.00
Weighted-average shares outstanding (in millions)	4,093	3,981	2,874

# **Consolidated Statements of Comprehensive Income**

			(dollars	in millions)
Years Ended December 31,	2015	2014		2013
Net Income	\$ 18,375	\$ 11,956	\$	23,547
Other Comprehensive Income, net of taxes				
Foreign currency translation adjustments	(208)	(1,199)		60
Unrealized gains (losses) on cash flow hedges	(194)	(197)		25
Unrealized gains (losses) on marketable securities	(11)	(5)		16
Defined benefit pension and postretirement plans	(148)	154		22
Other comprehensive income (loss) attributable to Verizon	(561)	(1,247)		123
Other comprehensive loss attributable to noncontrolling interests	-	(23)		(15
Total Comprehensive Income	\$ 17,814	\$ 10,686	\$	23,655
Comprehensive income attributable to noncontrolling interests	496	2,308		12,035
Comprehensive income attributable to Verizon	17,318	8,378		11,620
Total Comprehensive Income	\$ 17,814	\$ 10,686	\$	23,655

#### 40 Verizon Communications Inc. and Subsidiaries

# **Consolidated Balance Sheets**

	(dollars in millions, exce	pt per share amounts
At December 31,	2015	2014
Assets		
Current assets		
Cash and cash equivalents	\$ 4,470	\$ 10,598
Short-term investments	350	555
Accounts receivable, net of allowances of \$882 and \$739	13,457	13,993
Inventories	1,252	1,153
Assets held for sale	792	552
Prepaid expenses and other	1,959	2,648
Total current assets	22,280	29,499
Plant, property and equipment	220,163	230,508
Less accumulated depreciation	136,622	140,561
Plant, property and equipment, net	83,541	89,947
Investments in unconsolidated businesses	796	802
Wireless licenses	86,575	75,341
Goodwill	25,331	24,639
Other intangible assets, net	8,338	5,728
Non-current assets held for sale	10,267	_
Deposit for wireless licenses	-	921
Other assets	7,512	5,739
Total assets	\$ 244,640	\$ 232,616
Liabilities and Equity		
Current liabilities		
Debt maturing within one year	\$ 6,489	\$ 2,735
Accounts payable and accrued liabilities	19,362	16,680
Liabilities related to assets held for sale	463	-
Other	8,738	8,572
Total current liabilities	35,052	27,987
Long-term debt	103,705	110,536
Employee benefit obligations	29,957	33,280
Deferred income taxes	45,484	41,563
Non-current liabilities related to assets held for sale	959	-
Other liabilities	11,641	5,574
Equity		
Series preferred stock (\$.10 par value; none issued)	-	-
Common stock (\$.10 par value; 4,242,374,240 shares issued in each period)	424	424
Contributed capital	11,196	11,155
Reinvested earnings	11,246	2,447
Accumulated other comprehensive income	550	1,111
Common stock in treasury, at cost	(7,416)	(3,263)
Deferred compensation — employee stock ownership plans and other	428	424
Noncontrolling interests	1,414	1,378
Total equity	17,842	13,676
Total liabilities and equity	\$ 244,640	\$ 232,616

# **Consolidated Statements of Cash Flows**

			(dollars in millions)
Years Ended December 31,	2015	2014	2013
Cash Flows from Operating Activities			
Net income	\$ 18,375	\$ 11,956	\$ 23,547
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization expense	16,017	16,533	16,606
Employee retirement benefits	(1,747)	8,130	(5,052)
Deferred income taxes	3,516	(92)	5,785
Provision for uncollectible accounts	1,610	1,095	993
Equity in losses (earnings) of unconsolidated businesses, net of dividends received	127	(1,743)	(102)
Changes in current assets and liabilities, net of effects from acquisition/disposition of businesses			
Accounts receivable	(945)	(2,745)	(843)
Inventories	(99)	(132)	56
Other assets	942	(695)	(143)
Accounts payable and accrued liabilities	2,545	1,412	925
Other, net	(1,411)	(3,088)	(2,954)
Net cash provided by operating activities	38,930	30,631	38,818
Cash Flows from Investing Activities			
Capital expenditures (including capitalized software)	(17,775)	(17,191)	(16,604)
Acquisitions of investments and businesses, net of cash acquired	(3,545)	(182)	(494)
Acquisitions of wireless licenses	(9,942)	(354)	(580)
Proceeds from dispositions of wireless licenses	-	2,367	2,111
Proceeds from dispositions of businesses	48	120	-
Other, net	1,171	(616)	734
Net cash used in investing activities	(30,043)	(15,856)	(14,833)
Cash Flows from Financing Activities			
Proceeds from long-term borrowings	6,667	30,967	49,166
Repayments of long-term borrowings and capital lease obligations	(9,340)	(17,669)	(8, 163)
Decrease in short-term obligations, excluding current maturities	(344)	(475)	(142)
Dividends paid	(8,538)	(7,803)	(5,936)
Proceeds from sale of common stock	40	34	85
Purchase of common stock for treasury	(5,134)	-	(153)
Special distribution to noncontrolling interest	-	-	(3,150)
Acquisition of noncontrolling interest	-	(58,886)	-
Other, net	1,634	(3,873)	(5,257)
Net cash provided by (used in) financing activities	(15,015)	(57,705)	26,450
Increase (decrease) in cash and cash equivalents	(6,128)	(42,930)	50,435
Cash and cash equivalents, beginning of period	10,598	53,528	3,093
Cash and cash equivalents, end of period	\$ 4,470	\$ 10,598	\$ 53,528

#### 42 Verizon Communications Inc. and Subsidiaries

# **Consolidated Statements of Changes in Equity**

Years Ended December 31,	2015			2014			share amounts, and shares in thousands)		
rears Ended December 31,	Shares Amount		Shares Amount		novent	Shares		Amount	
Common Stock	Silares	- Al	nounc	Silares	A	HOUTH	Cridies		ariodin
Balance at beginning of year	4,242,374	s	424	2,967,610	s	297	2,967,610	\$	297
Common shares issued (Note 2)	-	•	_	1,274,764		127	_		
Balance at end of year	4,242,374		424	4,242,374		424	2,967,610		297
	1,212,011		12.	4,242,074					
Contributed Capital									
Balance at beginning of year			11,155		3	7,939			37,990
Acquisition of noncontrolling interest (Note 2)			-		(2	6,898)			-
Other			41			114			(51)
Balance at end of year			11,196		1	1,155		:	37,939
Reinvested Earnings (Accumulated Deficit)									
Balance at beginning of year			2,447			1,782			(3,734)
Net income attributable to Verizon			17,879			9,625		- 3	11,497
Dividends declared (\$2.23, \$2.16, \$2.09) per share			(9,080)			8,960)			(5,981)
Balance at end of year			11,246			2,447			1,782
San a catavasy citi via mar viralimo (Postario)									
Accumulated Other Comprehensive Income									
Balance at beginning of year attributable to Verizon			1,111			2,358			2,235
Foreign currency translation adjustments			(208)			1,199)			60
Unrealized gains (losses) on cash flow hedges			(194)			(197)			25
Unrealized gains (losses) on marketable securities			(11)			(5)			16
Defined benefit pension and postretirement plans			(148)			154			22
Other comprehensive income (loss)			(561)			1,247)			123
Balance at end of year attributable to Verizon			550			1,111			2,358
Treasury Stock									
Balance at beginning of year	(87,410)	8	(3,263)	(105,610)		3,961)	(109,041)		(4,071)
Shares purchased	(104,402)	- 1	(5,134)	-		-	(3,500)		(153)
Employee plans (Note 15)	17,072		740	14,132		541	6,835		260
Shareowner plans (Note 15)	5,541		241	4,105		157	96		3
Other			-	(37)		-			-
Balance at end of year	(169,199)	10.00	(7,416)	(87,410)		3,263)	(105,610)		(3,961)
Deferred Compensation — ESOPs and Other									
Balance at beginning of year			424			421			440
Restricted stock equity grant			208			166			152
Amortization			(204)			(163)			(171)
Balance at end of year			428			424			421
Noncontrolling Interests									
Balance at beginning of year			1,378		5	6,580			52,376
Acquisition of noncontrolling interest (Note 2)			-		(5	5,960)			-
Net income attributable to noncontrolling interests			496			2,331		- 8	12,050
Other comprehensive loss			-			(23)			(15)
Total comprehensive income			496			2,308	Et and		12,035
Distributions and other		-nten	(460)			1,550)	3117-0-0		(7,831)
Balance at end of year			1,414			1,378		1	56,580
			17,842			3,676			95,416

#### **CABLE TELEVISION LICENSE APPLICATION**

#### **VERIZON NEW ENGLAND INC.**

**QUESTION 30** 

**EXHIBIT H** 

CORPORATE FAMILY TREE FOR VERIZON NEW ENGLAND INC.

#### **Business Structure**

a) Check the appropriate business format for applicant:

 $\underline{\mathbf{X}}$  (iii) Corporation operating cable systems in more than one community, but these operations are not separate corporations.

b) Family Tree:

For each corporation or other business entity in the family tree, indicate name, city and state of principal office, and employer identification number (E.I.):

VERIZON COMMUNICATIONS INC. (Level 2)

NYNEX CORPORATION (Level 1)

VERIZON NEW ENGLAND INC (Level 0)

i) Level 0:

Name: Verizon New England Inc.

Address: 125 High Street

Oliver Tower, 7th Floor

Boston, MA 02110

EI: 04-1664340

#### ii) Level 1

Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the reporting cable system named in Level 0:

(Verizon New England Inc. is a wholly owned subsidiary of NYNEX Corporation)

Name: NYNEX Corporation Address: 140 West Street

New York, NY 10007

EI: 13-3180909

#### iii) Level 2

Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the entity or entities named in Level 1. In each case, indicate which entity in Level 1 is the subsidiary of the entity named in Level 2:

(NYNEX Corporation (Level 1) is a wholly owned subsidiary of Verizon Communications Inc.)

Name: Verizon Communications Inc. Address: 1095 Avenue of the Americas

New York, NY 10036

EI: 23-2259884

#### iv) Level 3

Provide the name, city, and state of principal office for any corporation or other business entity that owns 25% or more of the voting stock of the entity or entities named in Level 2. In each case, indicate which entity in Level 2 is the subsidiary of the entity named in Level 3.

There are no Level 3 entities upon which to report. Verizon Communications Inc. is the ultimate owner of NYNEX, and in its turn, of Verizon New England Inc.

#### v) Level A

If applicant (Level 0) owns 25% or more of the voting stock of any corporation or other business entity, provide the name, city, and state of principal office.

Applicant Verizon New England Inc. does not own 25% or more of the voting stock of any other business entity.

#### vi) Level B

If the entity or entities named in Level A owns 25% or more of the voting stock of a corporation or other business entity, provide the name, city, and state of principal office. In each case, indicate which entity in Level A is the parent of the entity named in Level B.

There are no Level B entities upon which to report.

#### **CABLE TELEVISION LICENSE APPLICATION**

#### **VERIZON NEW ENGLAND INC.**

#### **QUESTION 31**

#### **EXHIBIT I**

#### OFFICERS AND DIRECTORS

#### **Verizon New England Inc. – Officers**

Cammarata, David G. Assistant Treasurer (risk management and insurance matters only)

Cole, Allison G. Region President - Consumer & Mass Business Markets

Cordy, Scott L. Vice President - Taxes

Cupelo, Donna C. Vice President

Ellis, Matthew D. Senior Vice President and Chief Financial Officer

Erwin, Tami A. Chief Executive Officer and President

Garrett, Monty W. Controller

Glennon, Veronica C. Assistant Secretary

Golabek, Michael J. Environmental Health and Safety Officer

Jankun, Richard P. Vice President - Taxes Kahney, Dana C. Assistant Secretary

Krause, Tracy Vice President and Assistant Treasurer

Manniello, Mario Vice President - Taxes Mattiola, Paul L. Vice President - Taxes Metzger, Kathleen Vice President - Taxes

Moore, Alexander W. Vice President, General Counsel and Secretary

Mutzenback, Robert Assistant Controller Rainwater, Grace Assistant Controller

Service, Kevin M. Senior Vice President of Operations, Consumer & Mass Business

Markets

Sin, Kee Chan Vice President and Treasurer

Traister, Robert D. Vice President - Taxes

Tugentman, Steven Vice President

Van Saders, William P. Vice President - Taxes Zorzi, Christopher W. Vice President - Taxes

#### **Verizon New England Inc. – Directors**

Cupelo, Donna C.

Ellis, Matthew D.

Erwin, Tami A.

Moore, Alexander W.