

Terms & Conditions Applicable to Low Earth Orbit Capacity Subgrants

Section 2 a) will be struck and replaced with the following: This Agreement shall take effect on the date of last signature (the “Effective Date”) and shall remain in effect not later than ten (10) years from the date upon which Subgrantee certifies to MassTech that broadband is available to every location covered by the Project (the “Term” or “Period of Performance”). All Project costs must be incurred during the Term.

Exhibit 2, Federal Terms

Exhibit 2, Paragraph 17 shall be deleted. NTIA will not take a Federal interest in equipment or property acquired or improved with a LEO Capacity Subgrant.

The following paragraphs will be added to Section B. of Exhibit 2:

1. Subgrantee must begin providing broadband service to each customer that desires broadband service not later than four years from the Effective Date. Subgrantee shall be deemed to have begun to provide service when it certifies that it can initiate broadband service within ten (10) business days of a request to any covered BSL in the project area, with no charges or delays attributable to extension of the service.
2. Subgrantee shall continue to offer access to broadband service to each BSL served by the Project throughout the Period of Performance. For the avoidance of doubt, the LEO Subgrantee must continue to offer service to the BSL, but not necessarily the previous subscriber, under the terms of the subgrant if subsequent occupants request service.
3. Subgrantee shall provide all necessary customer premises equipment (“CPE”) at no cost as part of the standard installation for each new subscriber (i.e. for each new resident or group of residents) at each BSL throughout the Period of Performance. If a customer receiving service at a BSL moves, Subgrantee shall continue to offer service to the BSL, but not necessarily the previous subscriber, if subsequent occupants request service. If the same subscriber requests additional CPE after installation, Subgrantee may charge customary rates unless the request is made due to equipment malfunction or damage caused by a weather event.

The third paragraph of Paragraph 1 of Section B. of Exhibit 2, outlining the terms upon which the Subgrantee may reduce the amount of the Letter of Credit or Performance Bond will be struck and replaced with the following:

- The Subgrantee may reduce its Letter of Credit or Performance Bond by 50% at the point of certification that service is available to each location in the PSA.
- The Letter of Credit can be reduced by an additional 25% of the original amount after the subscription rate reaches at least 25% of all locations in the PSA and may be closed out once the subscription rate reaches 50 percent.
- Regardless of the subscription rate, the Letter of Credit may be terminated four years after the Subgrantee certifies that it can initiate broadband service within 10 business days of a request to any covered BSL in the PSA.

Exhibit 3, Statement of Work will be amended in **Section 3.(a)(iv) (Payments)** by striking the milestone payment chart. MassTech shall reimburse Subgrantee in equal annual installments throughout the Period of Performance for each location where capacity is reserved.