

STARRY ACCESS AGREEMENT

This Starry Access Agreement (this "Agreement") is entered into as of March 31, 2020 (the "Effective Date"), by Starry, Inc. ("Starry") and Heather Gardens Home Owners Association ("Association"). Association has control over the common areas and facilities at that real property located at 2888 S Heather Gardens Way, Aurora, CO 80014 (the "Property"), consisting of 2426 residential units (each, a "Unit"), and desires that Starry provide Internet access (the "Services") to residents of the Property ("Residents"). The parties agree as follows:

1. **Term**. The initial term of this Agreement shall begin on the Effective Date and continue for 60 months (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive 24-month periods, unless either party gives written notice to the other party of its election to terminate this Agreement at least 90 days prior to the expiration of the then current initial or renewal term (the Initial Term and any renewal term(s) are collectively referred to herein as the "Term").
2. **License**. Association grants Starry a non-exclusive license, including a right of access, to utilize sufficient space in and on the Property's rooftop ("Rooftop Space"); telecommunications closets; and conduits, ducts, or other pathways (collectively, "Pathways") to install, operate, maintain, repair, and remove all or any portion of the System and to otherwise perform or exercise any of Starry's obligations or rights under this Agreement during the Term (the "License").
3. **The System**. The "System" consists of the Rooftop Equipment and Entrance Wiring. "Rooftop Equipment" consists of Starry's radio, microwave, and/or other transmission and reception devices, and related equipment and support structures. "Entrance Wiring" consists of any wiring or cable, whether fiber optic, category 5 or 6, Ethernet, coaxial, or other telephone or cable wiring (collectively, "Wiring") installed by Starry and extending from the Rooftop Equipment through the Pathways to the intermediate distribution frame ("IDF") facilities where the System interconnects with the Inside Wiring. No person or entity other than Starry will have any ownership interest in the System, and, notwithstanding any method of affixation or any applicable law relating to fixtures, no portion of the System will be deemed a fixture of the Property.
4. **Inside Wiring**. "Inside Wiring" consists of the Home Run Wiring and the Unit Wiring. "Home Run Wiring" is any Wiring extending from the IDF facilities and through the Pathways to each Unit. "Unit Wiring" is any Wiring within a Unit that extends to the structured wiring panel or wall outlet(s) within each Unit. The Home Run Wiring will be provided by and remain the property of Association, provided that Starry shall have the non-exclusive right to access and use the Home Run Wiring during the Term. Subject to Association's prior approval, if Starry elects to install any Home Run Wiring ("Starry Installed Home Run Wiring"), ownership of the same will pass to Association when installation is complete, provided that Starry will have the exclusive right to access and use the Starry Installed Home Run Wiring during the Term. Any existing Unit Wiring is and shall remain the property of the Unit owners and the use thereof shall be as agreed between Starry and the applicable Unit owner.
5. **Installation**. Prior to commencing installation, Starry shall submit plans and specifications for the System and Rooftop Space ("Plans") to Association for Association's prior approval, which approval shall not be unreasonably withheld or delayed. The Plans shall be owned by Association and, upon approval of the Plans, Starry shall perform, at its sole cost and expense, all work in accordance with the approved Plans and in a proper and workmanlike manner. Starry will further repair, at its sole cost and expense, any damage caused to the Property during Starry's installation, use, operation, maintenance, or removal of the System.
6. **Maintenance; Utilities**. Starry will maintain, repair, and replace as needed, the System and the Starry Installed Home Run Wiring at its sole cost and expense, except to the extent that such maintenance, repair, or replacement is required due to damage caused by Association or its agents. Association will maintain, repair, and replace as needed all components and equipment that are owned by Association and used by Starry to provide the Services, except to the extent that such maintenance, repair, or replacement is required due to damage caused by Starry, its employees, or agents. Association will provide electric power for the operation of the System free of charge to Starry.
7. **Compliance**. The installation, maintenance, and operation of the System shall comply with all applicable local, state, and federal laws, regulations, permitting, and licensing requirements, including FCC, OSHA, building code, historical, and architectural requirements. Starry shall obtain and keep current all permits, licenses, and approvals needed for the installation and operation of the System and the provision of the Services. Upon request, Association shall cooperate with Starry to obtain such permits, licenses, and approvals, provided that Starry shall reimburse Association for all out-of-pocket costs incurred by Association in providing such cooperation.
8. **Access**. Upon prior notice to Association, Starry, its employees, agents, and contractors may access the Property during regular business hours for the purpose of installing, maintaining, repairing, or operating the System. In the event of an unplanned outage of the Services, access will be granted outside of regular business hours as needed to allow Starry to restore the Services, subject to Association's safety and security procedures.
9. **Interference**. Starry represents and warrants that the System will not adversely affect or cause interference with: (a) the equipment, systems, or machinery of Association or Residents; or (b) the communications equipment, systems, or machinery of other licensees of the Property, each existing as of the date of installation of the System. Association will use commercially reasonable efforts to avoid taking, and to prevent third parties from taking, any actions that could interfere with or adversely affect the System or any portion of the Inside Wiring used by Starry to provide the Services, including the installation of equipment that causes interference with the frequency or line of sight requirements of the System.
10. **Customer Agreement**. Association grants to Starry permission to provide the Services to Residents of the Property. Starry's provision of the Services to a Resident is subject to such Resident's agreement to the Starry Internet Customer Agreement, available at <https://starry.com/legal/internet-terms> (the "Customer Agreement"). Starry shall be responsible for all billing and collections in connection with the provision of Services to any Resident.
11. **House Accounts**. Starry shall provide 55 Internet outlet(s) for Association's use at the Property at no charge to Association together with 55 Starry Wi-Fi router(s) for Association's use in connection with such outlets. Association agrees to be bound by the terms and conditions of the Starry Customer Agreement and to return the Starry Station(s) within 10 days of the expiration or termination of this Agreement.
12. **Communication, Education, and Support**. Association agrees to inform Residents of the availability of Services in any building newsletters, utility lists, postings to internal websites, or web portals specific to the Property. Starry and Association shall also work together to provide informational materials regarding the Services to new and prospective Residents during the purchasing, leasing, and move-in process. From time to time with Association's prior approval, Starry may also (a) access and use the designated common areas of the Property to conduct educational events regarding the Services for the benefit of Residents; and (b) display information about the Services in the common areas of the Property, including as postcards, pamphlets, demonstration products, and other similar materials.
13. **Revenue Share Payments**. During the Term of the Agreement, Starry agrees to pay Association, within 60 days following the end of each calendar quarter, a percentage of the Services Revenue for each month during the calendar quarter based on the Services Penetration Level for such month as set forth in the table below (each, a "Revenue Share Payment"). The term "Services Revenue" means the monthly recurring revenue received from Units subscribing to the Services at the Property, exclusive of any one-time charges, equipment charges, taxes, or other fees or charges passed through to any

third party or imposed by any governmental authority. The term “Services Penetration Level” means the percentage derived by dividing (i) the total number of Units subscribing to the Services at the Property as of the last day of the month by (ii) the total number of Units at the Property. Association must provide a completed Form W-9 and complete Starry’s new vendor form in order to receive payment.

Services Penetration Level	% of Services Revenue Paid
0% to 15%	0%
15.1% to 50%	10%
50.1% to 100%	20%

14. **Door Fee.** As consideration for Owner entering into this Service Agreement, Starry agrees to pay Owner a one-time fee of \$3.00 per Unit, for a total fee of \$7,278.00 (the “Door Fee”). Starry shall pay the Door Fee to Owner within 60 days after the date that installation of the System at the Property is complete. Owner must provide a completed W-9 form and complete Starry’s new vendor form in order to receive payment. In addition to any and all other remedies available to Starry at law or equity, in the event that this Agreement is terminated prior to the expiration of the Initial Term by either party for any reason other than Starry’s uncured default, Owner shall refund to Starry a prorated portion of the Door Fee, calculated as follows: the total Door Fee divided by the total number of months in the Initial Term, the result of which is then multiplied by the number of whole months remaining in the Initial Term as of the date of termination.

15. **Termination.** This Agreement may be terminated: (a) immediately, by the non-breaching party in the event of a breach that the breaching party has failed to cure within 30 days of receipt of notice from the non-breaching party; (b) upon 30 days written notice, by Starry in the event that it determines in its sole discretion that any conditions at the Property, including the Inside Wiring, are inadequate to provide the Services or make providing the Services impracticable, unsafe, or cost prohibitive; (c) immediately, by Starry if any license, permit or other approval required for the installation or operation of the System or the provision of the Services is withheld, revoked, or withdrawn; and (d) as otherwise provided in this Agreement. Within 90 days of termination of this Agreement, Starry shall remove the System from the Property and repair any damage to the Property caused by such removal, normal wear and tear excepted; any components of the System not removed within such 90-day period will be deemed abandoned by Starry. Following the effective date of termination, the License granted to Starry and all other rights granted to the parties hereunder shall immediately terminate and neither party shall have any further obligation or liability hereunder. Notwithstanding the foregoing, all terms, covenants and conditions herein which, by their terms or nature, extend beyond the termination of this Agreement, shall survive such termination until fully performed, including without limitation, all warranty, disclaimer, indemnity, confidentiality, and limitation of liability provisions.

16. **Insurance.** Starry shall keep in full force and effect the following insurance coverage: (a) Commercial General Liability Insurance with limits of liability not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate; (b) an umbrella policy of not less than \$10,000,000.00 per occurrence and annual aggregate; and (c) Workers’ Compensation Insurance fulfilling the applicable statutory requirements in accordance with applicable state laws. Upon request, Starry will provide Association with certificates of insurance evidencing such coverage and naming Association as an additional insured as to liability insurance.

17. **Representations and Warranties.** Association and Starry each represent and warrant that: (a) it has taken all requisite action to approve the execution, delivery, and performance of this Agreement; and (b) the execution, delivery, and performance of this Agreement will not result in the breach of any agreements it has with third parties. Association further represents and warrants that: (c) it has the legal right and authority to grant Starry the rights provided to it hereunder, including without limitation the grant of the License and the right to interconnect with and the Home Run Wiring at the Property as needed for Starry to deliver the Services, and (d) it is not a party to any agreement for the “bulk” or exclusive provision of high-speed Internet access services or marketing at the Property.

18. **Indemnification.** Each party (each, an “Indemnifying Party”) agrees to indemnify, defend, and hold harmless (collectively, “indemnify” or “indemnification”) the other party and its affiliates and their respective directors, officers, and employees (each an “Indemnified Party”) from and against any and all third-party claims, demands, suits, actions, proceedings, investigations, losses, damages, liabilities, judgments, costs, and expenses (including reasonable attorneys’ fees and other expenses of litigation) that result from or arise out of (a) a breach or alleged breach by the Indemnifying Party of any representation, warranty, or covenant contained in this Agreement; or (b) any damage to the real or personal property of, or any personal injury to, any third party caused by the Indemnifying Party. The indemnification obligations set forth in this Section are conditioned upon the Indemnified Party giving notice of any indemnifiable claim to the Indemnifying Party promptly enough so as to not unduly hamper the capabilities of the Indemnifying Party to perform and abide by its obligations. Notwithstanding anything to the contrary herein, no Indemnified Party or any other person or entity shall be entitled to any form of equitable or implied indemnification from an Indemnifying Party at any time. The indemnification obligations of each party set forth in this Section shall survive the expiration or earlier termination of this Agreement.

19. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER CONTRACT, TORT, OR OTHERWISE. FOR THE AVOIDANCE OF DOUBT, THIS SECTION SHALL NOT LIMIT EITHER PARTY’S (A) LIABILITY TO THE OTHER FOR DIRECT DAMAGES, OR (B) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

20. **Confidentiality.** Association shall not, except by legal order or with Starry’s prior written consent, disclose this Agreement or its terms to any third-party, other than owners of Units, employees, agents, or representatives of Association who reasonably need to have access to this Agreement.

21. **Miscellaneous.** All notices from either party to the other required hereunder shall be in writing and delivered to the receiving party’s address specified on the signature page to this Agreement. The validity, interpretation, and legal effect of this Agreement will be governed by and construed in accordance with the laws of the State in which the Property is located without regard to choice of law. This Agreement, including any exhibits and other attachments hereto, constitutes the entire agreement, whether written or oral, between the parties, and supersedes all previous agreements, understandings, commitments, or representations concerning the subject matter. This Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by both parties. In the event that one or more of the provisions of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Starry may not assign or transfer this Agreement, by operation of law or otherwise, without Association’s prior written consent. Notwithstanding the foregoing, Starry may assign or transfer this Agreement, by operation of law or otherwise, without Association’s prior consent to any entity which (a) directly or indirectly controls, is controlled by, or is under common control with Starry; (b) is the successor or surviving entity by a merger or consolidation with Starry; or (c) purchases substantially all of the stock or assets of Starry. Association may freely assign or transfer this Agreement, by operation of law or otherwise, without Starry’s prior written consent, provided that Association gives Starry written notice of such assignment or transfer at least 15 days prior to the effective date thereof and the assignee assumes this Agreement and all of Association’s obligations hereunder in writing. Any attempted assignment or sublicense by the parties in violation of the terms of this Section shall be void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors



and assigns. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Exchange of copies of this Agreement and signature pages by E-Mail in .pdf form or other electronic means meant to preserve the original graphic/pictorial appearance, or by combination of such means, will constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures so transmitted will be deemed original signatures for all purposes.

The parties have executed and delivered this Starry Access Agreement as of the Effective Date.

STARRY, INC.

HEATHER GARDENS HOME OWNERS ASSOCIATION

By:

Name:

Title:

Address: 38 Chauncy Street, 5th Floor
Boston, MA 02111
Attn: General Counsel

By:

Name:

Title:

Address: