

**CONTRACT
MODIFICATION
NUMBER FIVE**
2711
6

**Contractor: OnSat Network
Communications,
Inc.**

**Contract Number: ~~C22243~~ C 22052
Contract Mod. Amt: \$ 318,240.00
Total Contract Amt: \$1,069,056.00**

DATE: December 1, 2004
Original Contract Date: November 30, 2001
PROJECT:
Head Start Master Agreement of Internet and Transmission Services
TO CONTRACTOR:
OnSat
PO Box 981855
Park City, Utah 84098

Contract for: INTERNET & TRANSMISSION SERVICES
The Contract is modified as follows,:
To include the following Statement of Work, (total cost \$):
1.) SOW No. 005: Navajo Nation Department of Head Start

DURATION: The term of this SOW starts December 1, 2004 and terminates November 1, 2008.
The TERMS & CONDITIONS set forth in the Master Contract shall govern the Statement of Work 005.
FUNDING SOURCE: (subject to availability of funds):

NOT VALID UNLESS SIGNED BY NAVAJO NATION AND ONSAT	Total
The original Contract Sum was:	\$750,816.00
The Contract Sum will be Increased by this Contract Modification in the Amount of:	\$318,240.00
The New Contract Sum including this Contract Modification will be:	\$1,069,056.00

The date of the Substantial Completion as of the date of the Contract Modification therefore is November 30, 2008 all other Terms and Conditions of the Master Agreement remain the same.

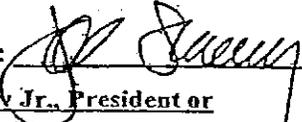
Signatures

ONSAT

Signature: 
Name: David Stephens

Title: CEO
Date: 11/15/2004

THE NAVAJO NATION

Signature: 
Joe Shirley Jr., President or
Frank Davish Jr., Vice President
THE NAVAJO NATION

Date: JAN 05 2005

STATEMENT OF WORK

NAVAJO NATION
PHASE THREE
Department of Head Start

BCb

Prepared by:

Kuen Damiano

Contact Information

Customer Information

To assist OnSat managers in making engagements more successful, please provide the following contact and background information:

Project Manager: Title: Voice: Fax: E-Mail:	Leo Morgan
Installation Address:	Individual Navajo Nation Project Head Start Sites as directed by Customer

OnSat Information

Manager: Voice: Fax: E-mail:	Kuen Damiano 801-466-1688 801-466-5998 ryandrunen@onsatnet.com
Lead Engineer: Voice: Fax: E-Mail:	Rachel Franklin 801-466-1688 801-466-5998 ffranklin@onsatnet.com
Contract Manager: Voice: Fax: E-Mail:	Dar Smith 801-466-1688 801-466-5998 DSmith@onsatnet.com

Statement of Work

Purpose

This Statement of Work is intended to ensure that the services contracted with OnSat meets the Customer's objectives and expectations. The Statement of Work includes the following sections to detail what things will and will not be included in this OnSat services engagement:

- Objectives—A list of services to be delivered
- OnSat's Responsibilities—A list of engagement boundaries
- Customer Responsibilities—What the Customer is expected to bring to the table
- Schedule—Dates of engagement
- Costs—A detail of what is being billed to the Customer
- Signatures of interested parties

If the Customer requests OnSat to perform services in addition to the services identified in this Statement of Work, the performance of such additional services may, at the sole discretion of OnSat, require a modification to the project completion date and an increase in the fees to be paid by the Customer. The OnSat project manager can track such requests via Change Order and arrange for such services to be rendered.

Requests for OnSat resources and schedules are managed by an OnSat manager and will be assigned based on mutual agreement with the Customer and the availability of engineers possessing the required skill set.

Objectives

OnSat will furnish the following to Customer at each Head Start Site:

- BCB® system; equipment and software necessary to connect Customer to OnSat's "Digital Equity Network®" Internet Services.
- Wireless transmission services between OnSat's satellite connection at each Navajo Chapter House and each Head Start School;
- Network Infrastructure Management at each Head Start School.
- PC Management of Computers and Servers, equipment cost is additional
- Filtered Internet access at each Head Start School.

OnSat's Responsibilities

This project includes the following deliverables so that the Objectives will be met:

- Detailed link analysis performed by OnSat engineering, including the identification of antenna look angles.
- Earth station frequency licensing (only for transmit sites).

- Coordination with contractors for site preparation, including ground mount antenna installation and pointing.
- Configuration of receiver.
- Configuration of server.
- Configuration of modulator for transmit sites.
- Modification of OnSat hub to communicate with each customer site.
- Acceptance test to ensure operation.
- Provide first level support to Customer.
- Provide depot based warranty exchange services on all Customer owned equipment.
- Provide suitable server platforms, with properly installed and patched network operating system software necessary.
- Responsible for first level support to all schools. OnSat shall provide all network infrastructure support to Customer through the designated Project Manager.
- "Train the Trainer" services for Head Start specific software services. This includes development of video training services.

Customer's Responsibilities

Customer shall provide the following:

- Provide contact names, telephone numbers and email addresses for each location.
- Furnish information and data on Customer's operations, activities, and existing business procedures, as required to achieve the project objectives.
- Allow a minimum of 21 business days lead time to allow scheduling of properly skilled engineers for engagement of all new installations.
- Provide adequate workspace at each facility where Services will be performed.
- Provide OnSat engineers with needed security access to Customer's facilities during the performance of Services.
- On-site survey with highly focused personnel when a "Blue Stake" utilities survey of the antenna site is required. This site survey should include the identification of underground water lines, gas lines, etc. for a ground installation.
- Ensure that adequate power sources are available for new and existing equipment.

Project Schedule

Project Start Date: December 1, 2004

Service Start Date: Individual Head Start Sites will be enabled at completion of equipment install. Service Start Date shall be the date of the completion of the install at that site.

Term of Service:

The Service Start Date for this SOW shall be December 1, 2004. The Term of Service shall be 4 (four) years from the Service Start Date.

Costs:

This project includes:

TYPE OF FEES	DESCRIPTION	Discounted Amount	Total Fees
Internet and Network Services	Connection to the Digital Equity Network, Shared DVB Channel for Broadcast Receive	\$1,380 per year per site payable annually.	\$9,000.00
Network Infrastructure	Network Infrastructure management		\$9,000.00
Training	Computer support and software training services	\$180 per year per site payable annually.	\$180
		204 sites	18,180.00
Due upon acceptance of Statement of Work		Discounted Amount	\$318,240.00
Services are Due at Service Start Date through the end of the Customer's Fiscal Year and annually thereafter			\$3,708,720.00

Terms and Conditions

BY SIGNING CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS STATEMENT OF WORK SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT FOR INTERNET AND TRANSMISSION SERVICES BETWEEN ONSAT AND NAVAJO NATIONS ("PRIME CUSTOMER"), CONTRACT NUMBER 30019. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT PURCHASE ORDER TERMS WILL NOT APPLY. THIS STATEMENT OF WORK SHALL REPLACE STATEMENT OF WORK NUMBER 003.

