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**PUBLIC COPY (REDACTED)**

August 10, 2006

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*BY ELECTRONIC FILING*

Mr. Robert Nelson  
Chief, Satellite Division  
International Bureau  
Federal Communications Commission  
445 Twelfth Street, S.W.  
Washington, D.C. 20554

**Re: SES Americom, Inc. AMC-21 Construction Contract**

Dear Mr. Nelson:

SES Americom, Inc. ("SES Americom"), by its attorneys, hereby submits a redacted copy of its construction contract for the AMC-21 Ku-band expansion satellite to be located at 125° W.L.<sup>1</sup> and certain exhibits to the contract.<sup>2</sup> The documents are being filed to demonstrate compliance with the AMC-21 milestone requirements. SES Americom is concurrently filing by hand delivery an unredacted copy of the Contract and Exhibits, and SES Americom requests confidential treatment of these materials.<sup>3</sup>

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<sup>1</sup> See Contract between SES GLOBAL Satellite Leasing Limited and Alcatel Alenia Space France for the Construction of AMC-21 and Options, dated Apr. 21, 2006 (the "Contract").

<sup>2</sup> Redacted versions of the following exhibits (collectively, the "Exhibits") are attached: Exhibit A1, Spacecraft Bus/System Performance Specification; Exhibit A2, Ku-Band Performance Specification FSS Satellite; Exhibit B, Statement of Work; Exhibit E, Launch Service Provider Documentation & Review Support; Exhibit F, Payment Plan; and Exhibit G, Subcontractor List. Exhibits C and D are not being submitted for the reasons discussed in Section I.B. below.

<sup>3</sup> As authorized under Commission precedent, SES Americom has redacted specific price information in both the confidential and public copies of the Contract and Exhibits. See, e.g., *Amendment of the Commission's Space Station Licensing Rules and Policies*, First Report and

The AMC-21 license specifies that SES Americom must enter into a binding construction contract by September 16, 2006.<sup>4</sup> The documents being submitted clearly show that SES Americom's affiliate SES GLOBAL Satellite Leasing Limited ("Satellite Leasing") has a non-contingent agreement with Alcatel Alenia Space France ("Alcatel") to build AMC-21. Accordingly, we request that the Commission make a determination that the first AMC-21 milestone has been met and authorize reduction of the performance bond SES Americom has posted by 25 percent pursuant to Commission policies.<sup>5</sup>

SES Americom also requests that the unredacted AMC-21 Contract and Exhibits be withheld from public disclosure pursuant to Section 0.459 of the Commission's Rules, 47 C.F.R. § 0.459, and Exemption 4 of the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552(b)(4). The Contract and Exhibits are highly proprietary business documents, and SES Americom would suffer serious competitive harm if its competitors were accorded access to the documents. Consistent with Commission precedent, the unredacted Contract and Exhibits are exempt from public disclosure.

**I. THE CONTRACT AND EXHIBITS DEMONSTRATE THAT THE FIRST AMC-21 MILESTONE HAS BEEN SATISFIED**

The AMC-21 Contract and Exhibits clearly satisfy the Commission's standards for evaluating compliance with the initial spacecraft milestone. The documents demonstrate that SES Americom is firmly committed to the construction of AMC-21; the agreement is "binding and non-contingent" and "demonstrate[s] that the licensee is committed to completing the construction of the satellite system."<sup>6</sup> The execution of the contract by Satellite Leasing, a commonly-owned sister corporation of SES Americom, is consistent with Commission policies. Exhibits C and D to the Contract, are not being provided because they are not relevant to the Commission's analysis of SES Americom's milestone compliance and they are subject to restrictions under the International Traffic in Arms Regulations ("ITAR").

**A. As Licensee, SES Americom Is Committed to Construction of AMC-21**

Under Commission precedent, SES Americom, the licensee for AMC-21, has fulfilled its responsibility to contract for the construction of the spacecraft. The Commission has emphasized that "a direct contractual relationship between the entity holding an authorization

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Order, 18 FCC Rcd 10760, 10832 (2003) ("*SSLR Order*") (Commission "has recognized that specific dollar amounts . . . warrant confidential treatment") (footnote omitted).

<sup>4</sup> See File Nos. SAT-LOA-20050622-00133 & SAT-AMD-20050908-00175, granted Sept. 16, 2005, Terms and Conditions of Authorization at ¶ 2.a.

<sup>5</sup> See 47 C.F.R. § 25.165(d) ("A GSO-like licensee will be permitted to reduce the amount of the bond by 25 percent of the original bond amount upon successfully meeting a milestone deadline set forth in §25.164(a)").

<sup>6</sup> See, e.g., *TMI Communications and Company, Limited Partnership*, Memorandum Opinion and Order, FCC 04-144 (rel. June 29, 2004) ("*TMI Order*") at ¶ 9 (footnote omitted).

and a satellite manufacturer is not generally required.” *TMI Order* at ¶ 36 (citations omitted). The Commission has recognized that there can be legitimate business reasons for “[u]sing an affiliate or other intermediary to handle the management of a manufacturing contract.” *Id.*

The International Bureau has previously held that when two entities are commonly owned and controlled, the execution of a construction contract by one company can be relied on to satisfy the other company’s license milestone.<sup>7</sup> Both SES Americom and Satellite Leasing are wholly-owned subsidiaries of SES GLOBAL. Thus, the facts here are equivalent to those in the *KaStarCom* decision, where “the Bureau held that a licensee had met its first milestone when its commonly-controlled sister corporation had entered into a non-contingent construction contract with a spacecraft manufacturer.”<sup>8</sup>

#### **B. The ITAR-Restricted Exhibits Are Not Relevant to the Commission’s Milestone Determination**

SES Americom is obligated to comply with the requirements of the International Traffic in Arms Regulations, which govern the export of items that could be considered as having military applications, including commercial communications satellites.<sup>9</sup> SES Americom has determined that Exhibits B, C and D to the Contract are restricted documents pursuant to ITAR. As a result, prior consent of the State Department would be required if the documents were to be made publicly available. SES Americom is including Exhibit B, the Statement of Work, in the unredacted copy of the documents, but is redacting Exhibit B in its entirety for purposes of the public version. Because they are not relevant to the Commission’s analysis, SES Americom is not including Exhibits C and D in this submission in order to avoid the risk of inadvertent disclosure to unauthorized persons.<sup>10</sup>

Exhibits C and D have no bearing on the Commission’s determination regarding SES Americom’s compliance with the construction contract milestone. Exhibit C is the Comprehensive Test Plan for the spacecraft and describes the types of development, qualification, protoflight and acceptance testing the satellite’s components are to undergo. In addition, Exhibit C specifies the satellite system performance requirements that are to be verified by the testing process. Exhibit D is the Product Assurance Plan, which identifies the program for ensuring the quality and reliability of the spacecraft parts and materials. Neither Exhibit C nor Exhibit D contain any provisions that detract from the obligations of the parties with respect to construction of the spacecraft consistent with Commission-imposed milestones.

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<sup>7</sup> See *KaStarCom World Satellite, LLC*, Order and Authorization, 18 FCC Rcd 22337, 22339 n.16 (Int’l Bur. 2003) (“*KaStarCom Order*”).

<sup>8</sup> *TMI Order* at ¶ 8, citing *KaStarCom Order*, 18 FCC Rcd at 22339 n.16.

<sup>9</sup> The regulations are at 22 C.F.R. § 122.1 *et seq.*

<sup>10</sup> Of course, if the Commission decides that it must review Exhibits C and D, SES Americom will make them available. However, in order to facilitate compliance with ITAR, SES Americom suggests that these exhibits be reviewed in the offices of SES Americom’s counsel rather than being filed with the Commission.

Furthermore, the Contract specifies an order of precedence in interpreting any inconsistencies among the Contract and any of the Exhibits. Contract at § 1.B. In the event of such an inconsistency, the Contract itself has the highest order of precedence. Exhibits C and D are sixth and fifth, respectively, of the nine items listed in the order of precedence. Thus, even if these exhibits contained a provision that conflicted with the basic requirements of the Contract, the terms of the Contract, not the exhibit, would be controlling. Under these circumstances, the submission of Exhibits C and D is not necessary to permit the Commission to make a determination regarding compliance with the initial milestone.

## **II. THE UNREDACTED CONTRACT AND EXHIBITS ARE ENTITLED TO PROTECTION UNDER FOIA EXEMPTION 4**

SES Americom requests confidential treatment of the unredacted Contract and Exhibits. Exemption 4 of FOIA provides protection from disclosure for “trade secrets and commercial or financial information obtained from a person and privileged or confidential.” 5 U.S.C. § 552(b)(4). *See also* 47 C.F.R. § 0.457(d). The unredacted Contract and Exhibits fall squarely within this category and qualify for protection pursuant to Section 0.459 of the Commission’s Rules, 47 C.F.R. § 0.459.<sup>11</sup>

### **A. The Unredacted Contract and Exhibits Include Confidential Commercial Information**

The Contract and Exhibits lay out the framework for SES Americom’s operations at 125° W.L. and provide information regarding SES Americom’s business plans at that location, as well as detailed technical specifications for the AMC-21 satellite. SES Americom intends to use AMC-21 to provide broadband, video and data services, including direct-to-home services. In doing so, SES Americom will be competing both with other satellite systems and with broadband providers relying on non-satellite technologies.

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<sup>11</sup> The Commission has previously determined that a variety of contracts, including satellite construction contracts, are subject to protection from disclosure pursuant to Exemption 4. For example, the Ka-band construction contract of SES Americom’s predecessor GE American Communications, Inc. was the subject of a FOIA request, and the Bureau determined that “some of the information in GE Americom’s contract, and a substantial portion of the information in the exhibits to the contracts, warrants confidential treatment because disclosure would give competitors access to GE Americom’s Ka-band business plan and detailed specifications for its Ka-band satellites.” Letter of Donald Abelson, Chief, International Bureau, to Peter A. Rohrbach, Counsel for GE American Communications, Inc., dated Dec. 1, 2000 (“GE Americom Letter”) at 2. *See also American Satellite Company*, 1985 FCC LEXIS 3117 at ¶ 16 (1985) (satellite construction contract including sensitive financial and technical information falls within Exemption 4); *Examination of Current Policy Concerning the Treatment of Confidential Information Submitted to the Commission*, 13 FCC Rcd 24816, 24852 (1998) (programming contracts between multichannel video program distributors and programmers “fall squarely within Exemption 4”); *Ward & Mendelsohn, P.C.*, 88 FCC 2d 1049 (1981) (contracts for satellite transponder sales exempt from disclosure).

The Contract and Exhibits are also relevant to SES Americom's other satellite services. Specifically, the documents reflect terms and conditions customarily included in SES Americom satellite procurements for other orbital locations and in other frequency bands. SES Americom faces substantial competition in these offerings as well. There are a number of competing providers of satellite services, both U.S. companies and foreign licensees. In addition, users of satellite services typically can employ alternative transmission technologies as well. Thus, the market in which SES Americom provides satellite services is highly competitive.

Because of this competitive environment, SES Americom has in place procedures to protect the information included in the Contract and Exhibits. Within SES Americom, only personnel with a specific need for the information would typically have access to the Contract and Exhibits. The Contract itself includes provisions intended to preserve confidentiality and restricts disclosure of any information to the public without the other party's prior written consent. Furthermore, the Exhibits are clearly marked with a statement that the information contained in the Exhibits is proprietary to SES Americom and its affiliates and that the documents cannot be disclosed or reproduced without SES Americom's written permission.

Due to the sensitivity of the information contained in the Contract and Exhibits, there has been no disclosure of these documents to the public. The existence of the Contract itself has been referenced publicly, but no detailed information regarding the terms, conditions, and specifications contained in the Contract and Exhibits has been released to the public.

**B. Disclosure of the Unredacted Contract and Exhibits Would Cause SES Americom Competitive Harm**

SES Americom takes the steps outlined above to prevent unauthorized dissemination of the Contract and Exhibits because unrestricted disclosure of the information contained therein would harm SES Americom competitively. The Commission has recognized that it is obligated to ensure that in the exercise of its duties it does not unnecessarily disclose information that might place a regulated entity at a competitive disadvantage.<sup>12</sup>

In this instance, the risk of competitive harm is clear. As noted above, the materials submitted to the Commission include detailed specifications regarding the technical characteristics and performance requirements of the AMC-21 spacecraft. The documents also reveal information concerning SES Americom's business plans. Unrestricted disclosure of this information to SES Americom's competitors would allow them to tailor their own plans to counter or imitate SES Americom's business strategy. Furthermore, it would permit rivals to obtain at no cost technical information developed and paid for by SES Americom, Satellite Leasing and Alcatel.

The Commission has recognized that these types of competitive issues justify protecting technical and financial information from unrestricted disclosure.<sup>13</sup> The Commission has found

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<sup>12</sup> See, e.g., *Examination of Current Policy Concerning the Treatment of Confidential Information Submitted to the Commission*, 13 FCC Rcd 24816, 24822 (1998).

<sup>13</sup> As noted above, the International Bureau held that disclosure of GE Americom's Ka-band construction contract would harm the company competitively. GE Americom Letter at 2. The Commission ruled in *American Satellite Company*, 1985 FCC LEXIS 3117 at ¶ 17 (1985),

that competitive harm could result from unrestricted release of information relating to a satellite licensee's market plans and business strategies.<sup>14</sup> For example, in denying a FOIA request for access to information regarding INTELSAT's technical and strategic business concerns, the Commission noted that "such information could prove very useful to a competitor."<sup>15</sup> Specifically, the Commission noted that "if an entrepreneur knows the technical and commercial aspects of a competitor's proposed operations, it may then structure its own system in order to take advantage of its competitor's weaknesses, whether they be technical or marketing." *Id.*<sup>16</sup> In addition, such information can give competitors a "heads up" for use in negotiating their own agreements.<sup>17</sup>

SES Americom could also be harmed in its negotiations with vendors for future satellite programs. As discussed above, the Contract includes terms and conditions that are common to SES Americom's procurement of other satellites. Disclosure of detailed information regarding what SES Americom has agreed to in the AMC-21 contract could impair SES Americom's ability to achieve favorable terms and conditions in future satellite construction contracts. Any such impact would clearly harm SES Americom competitively. In particular, some of SES Americom's competitors are affiliated with satellite manufacturers, and as a result might have a greater ability than SES Americom to enter into construction contracts on favorable terms. Unrestricted disclosure of the Contract and Exhibits would exacerbate this inequity.

The Commission has acknowledged that disclosure of information regarding standard terms and conditions can be harmful in a competitive market. The Commission used this rationale to deny disclosure of satellite transponder sales agreements entered into by satellite licensees, overturning contrary decisions by the Common Carrier Bureau.<sup>18</sup> The Commission noted that the agreements at issue were "standard form contracts" containing the satellite licensee's

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that release of a satellite construction contract including sensitive financial and technical information would cause the licensee competitive harm. *See also Mercury PCS II, LLC*, FCC 00-241, FOIA Control No. 98-95 at ¶ 4 (rel. July 17, 2000) (discussing Bureau determination that documents that revealed submitter's overall business strategy should not be disclosed because disclosure could adversely affect company's competitive position and ability to implement its business plan).

<sup>14</sup> *See, e.g., Orion Satellite Corp.*, 54 RR 2d 1315, 1317 (1983) (information regarding INTELSAT's future plans and business strategies withheld under Exemption 4).

<sup>15</sup> *M/A-COM, Inc.*, 55 RR 2d 641, 644 (1984).

<sup>16</sup> *See also Satellite Business Systems*, 54 RR 2d 336, 339 (1983) (denying disclosure of SBS's satellite transponder use forecasts because it would permit competitors "to better assess SBS's capabilities, thereby assisting them in preparing their own market strategies and in acquiring customers who might otherwise seek SBS's services").

<sup>17</sup> *Letter to John L. McGrew, Esq.*, 10 FCC Rcd 10574, 10575 (Com. Car. Bur. 1995).

<sup>18</sup> *See Satellite Syndicated Systems, Inc.*, 50 RR 2d 999 (1981); *Ward & Mendelsohn, P.C.*, 88 FCC 2d 1049 (1981).

representations and warranties, provisions regarding termination rights, delivery and acceptance conditions, service fee and payment schedules, and maintenance service information.<sup>19</sup> The Commission determined that there was competition for transponder sales and that it was “virtually axiomatic” that disclosure of the agreements of one carrier would put it at a substantial competitive disadvantage vis-à-vis its rivals.<sup>20</sup>

**C. If a Party to a Commission Proceeding Seeks Review of the Unredacted Documents, Access Should Be Permitted Only Pursuant to a Standard Protective Order**

For the reasons outlined above, SES Americom strongly opposes unrestricted disclosure of the unredacted Contract and Exhibits. At a minimum, however, any disclosure that is sought in the context of a Commission proceeding must occur pursuant to the terms of a protective order.<sup>21</sup> Permitting a requesting party to inspect the Contract and Exhibits under the terms of a protective order at least would reduce the risk that such access would cause competitive and other harm to SES Americom.<sup>22</sup> In particular, access to the confidential documents must be available only to counsel who are not involved in competitive business decisions. In previous decisions, the Commission has recognized that this type of restriction is appropriate where the party seeking access to confidential information is a competitor of the company that submitted the information.<sup>23</sup>

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<sup>19</sup> *Satellite Syndicated Systems, Inc.*, 50 RR 2d at 999.

<sup>20</sup> *Ward & Mendelsohn, P.C.*, 88 FCC 2d 1049, 1053 (1981), citing *National Parks and Conservation Association v. Kleppe*, 547 F.2d 673, 680-81 (D.C. Cir. 1976).

<sup>21</sup> If access to the documents is sought for a purpose other than to facilitate the requester’s ability to participate in a relevant Commission proceeding, it should be denied outright. The Commission has recognized that absent an ongoing proceeding in which the requester is participating, the Commission cannot enforce restrictions on access that may be necessary to protect proprietary data. The Commission cited to the Supreme Court’s observation that there is “no mechanism under FOIA for a protective order.” *The Lakin Law Firm, P.C.*, FCC 04-257 (rel. July 8, 2004) at ¶ 7, quoting *National Archives and Records Admin. v. Favish*, 124 S. Ct. 1570, 1580 (2004).

<sup>22</sup> See, e.g., *Implementation of Section 402(b)(1)(A) of the Telecommunications Act of 1996*, 12 FCC Rcd 2170, 2212-13 (1997) (Use of a protective order serves the “dual purpose of permitting limited access to important information by interested persons while protecting proprietary information from public disclosure.” As a result, protective order “appropriately balances the competing interests at stake.”); *MCI Telecommunications Corp.*, 58 RR 2d 187, 190 (1985) (allowing release of Shared Network Facilities Agreements found to be confidential under Exemption 4 of FOIA subject to a protective order).

<sup>23</sup> See, e.g., *WorldCom, Inc. and MCI Communications Corporation*, 13 FCC Rcd 11166, 11168-69 (Com. Car. Bur. 1998) (access to sensitive information limited to counsel who are “actively engaged in the conduct of this proceeding, provided they are not involved in ‘competitive decision-making’”). See also *Examination of Current Policy Concerning the*

## CONCLUSION

SES Americom respectfully requests that the Commission review the Contract and Exhibits and enter a finding that the first milestone of the AMC-21 license has been satisfied. Such a finding is consistent with Commission precedent and will permit SES Americom to reduce the amount of the performance bond it is required to maintain. SES Americom also requests that the Commission withhold the unredacted Contract and Exhibits from public disclosure pursuant to FOIA Exemption 4.

Respectfully submitted,



Peter A. Rohrbach  
Karis A. Hastings  
Counsel for SES Americom, Inc.

Enclosures

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*Treatment of Confidential Information Submitted to the Commission*, 13 FCC Rcd 24816, 24833-34 (1998) (“when specific future business plans are involved” Commission will “consider limiting access to documents to outside counsel and experts so as to minimize the potential for inadvertent misuse of such information”) (citations omitted); *Southwestern Bell Telephone Company*, 12 FCC Rcd 7770, 7774, 7777 (1997) (approving a protective order for disclosure of information regarding equipment costs that prohibits review by persons engaged in the purchase of the same or similar equipment).



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CONTRACT BETWEEN

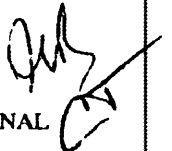
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AND

ALCATEL ALENIA SPACE FRANCE

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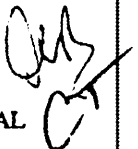
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AND OPTIONS

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# REDACTED

This Contract dated as of the 21st day of April, 2006, made between **Alcatel Alenia Space France**, a corporation organized under the laws of France and having its principal place of business at 12, rue de la Baume 75008 Paris, France (the "Contractor"), and **SES GLOBAL Satellite Leasing Limited**, a corporation organized under the laws of the Isle of Man and having its registered office at 15-19 Athol Street, Douglas, Isle of Man IM1 1LB (the "Buyer").

## Recitals

*Whereas*, Buyer is a wholly-owned subsidiary of SES Global S.A., and has as its corporate purpose the acquisition and ownership of assets, including satellites;

*Whereas*, Buyer desires to procure a satellite and related services and Contractor desires to provide such satellite and related services, all in accordance with the terms and conditions of this Contract;

*Whereas*, Contractor has entered into (or will enter into) a subcontract with Orbital Sciences Corporation, a corporation organized under the laws of Delaware and having its principal place of business at 21839 Atlantic Boulevard, Dulles, Virginia (the "Major Subcontractor");

*Now therefore*, the Parties hereto, in consideration of the mutual covenants herein expressed, agree with each other as follows:

## Terms and Conditions

### Article 1. Scope and Exhibits

(A) Contractor shall provide the necessary personnel, material, services and facilities to perform work (including designing, building and testing) in accordance with the provisions of this Contract, including the Exhibits listed below, which are attached hereto and made a part hereof, and to make delivery to Buyer as set forth in Article 2, in accordance with the delivery schedule specified in the Statement of Work and as provided in Article 3:

Exhibit A1	Spacecraft Bus/System Performance Specification
Exhibit A2	Ku-Band Performance Specification
Exhibit B	Statement of Work
Exhibit C	Comprehensive Test Plan
Exhibit D	Product Assurance Specification
Exhibit E	Launch Service Provider Documentation and Review Support
Exhibit F	Milestone Payment Plan and Termination Liability Tables
Exhibit G	Subcontractor List

(B) In case of any inconsistencies among the Contract and any of the Exhibits, the following order of precedence shall apply:

Terms and Conditions of Contract	
Exhibit B	Statement of Work
Exhibit A1	Spacecraft Bus/System Performance Specification
Exhibit A2	Ku-Band Performance Specification
Exhibit D	Product Assurance Specification
Exhibit C	Comprehensive Test Plan
Exhibit E	Launch Service Provider Documentation and Review Support
Exhibit F	Milestone Payment Plan and Termination Liability Tables
Exhibit G	Subcontractor List

(C) The scope of this Contract is the purchase and sale of the equipment and services, plus certain Options, as summarized in this Section 1(C), and represents a firm commitment by Contractor and a firm

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order by Buyer for all equipment and services, except for certain Options which are not yet required to be exercised, and subject to all terms and conditions of this Contract:

(i) One complete Ku-Band communications spacecraft (the "AMC-21 Spacecraft") to be operated at 125° West Longitude. The AMC-21 Spacecraft shall be manufactured to meet all requirements of this Contract (including Exhibits A1, A2, B and D), testing in accordance with Exhibit C, and delivery and processing at a selected site in accordance with Exhibit E.

(ii) Spacecraft training of Buyer personnel, as described in Exhibit B.

(iii) Launch Support Services for the Spacecraft, including Launch Campaign and Launch Vehicle Integration and Mission Planning, as generally described in Exhibit E and Exhibit B.

(iv) Mission Operations for the Spacecraft, including Transfer Orbit Operations and the TT&C Network, as generally described in Exhibit B.

(v) Operations Support for the Spacecraft, including In-Orbit Acceptance Test Support, On-Orbit Support and Anomaly Resolution, and the Dynamic Satellite Simulator, as generally described in Exhibit B.

(vi) Certain Options, as generally described in clauses (a)-(c) below (with additional understandings with respect to the Options set forth in Section 26(A)). The Options are not numbered sequentially, since the numbers for each Option are as stated in Buyer's request for proposals.

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(D) Buyer and SES Americom have entered into an agreement pursuant to which SES Americom will provide to Buyer services in support of this Contract. (SES Americom is sometimes referred to in the Exhibits as "Buyer's Technical Consultant".) Buyer and Contractor will fully comply with all applicable laws and regulations with respect to Licensed Items, and therefore SES Americom will act on behalf of Buyer as necessary for such compliance. (By way of example, SES Americom will act on behalf of Buyer as necessary with respect to Sections 5(A), 5(B) and 5(C), Articles 7, 8 and 9, and all Exhibits of this Contract. As to Section 8(B), Buyer's Project Office shall initially be considered to be SES Americom's Princeton, New Jersey office.) Contractor and Buyer shall cooperate in the establishment of a Technical Assistance Agreement among Contractor, Major Subcontractor, Buyer and SES Americom (with Contractor to initiate application for the Technical Assistance Agreement and take the lead role), approved

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by appropriate government regulators, which will allow Buyer to be directly involved in matters related to some or all Licensed Items.

(E) It is the understanding of Buyer and Contractor that all of the administration, program management, and technical business of this Contract shall be conducted, for Buyer, by United States (U.S.) personnel.

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**Article 2. Equipment and Services to be Furnished and Prices**

(A) Upon the full, satisfactory and timely completion and delivery of the items of work specified below in accordance with this Contract, and acceptance by Buyer as provided herein, Buyer shall pay Contractor the applicable price specified below, as such price may be adjusted in accordance with the provisions of this Contract. The prices stated below shall be deemed to include all transportation and related charges for delivery of the Spacecraft and associated equipment to the launch site. The prices stated below include, and Contractor shall be responsible for, the payment of all applicable taxes and similar liabilities, except for any taxes, duties and similar liabilities (i) imposed by the United States or Isle of Man upon Buyer and resulting from Buyer's procurement of the Spacecraft from a non-United States entity, or (ii) imposed by Isle of Man upon Buyer and resulting from the location, operation and/or maintenance of the Spacecraft at its orbital position.

Item	Description	Price
1	AMC-21 Spacecraft described in the Spacecraft Performance Specification and the Statement of Work	Redacted
2	Spacecraft Training of Buyer Personnel	Redacted
3	Launch Support Services for the Spacecraft 3.1 Launch Campaign 3.2 Launch Vehicle Integration and Mission Planning	Redacted
4	Mission Operations for the Spacecraft 4.1 Transfer Orbit Operations 4.2 TT&C Network	Redacted
5	Operations Support for the Spacecraft 5.1 In-Orbit Acceptance Test Support 5.2 On-Orbit Support and Anomaly Resolution	Redacted
6	Dynamic Satellite Simulator	Redacted
7	Option #6	Redacted
8	Option #7	Redacted
9	Option #9	Redacted

(B) The price payable by Buyer hereunder for the work is a firm, fixed price and is not subject to any increase or escalation under any circumstances, except as may otherwise be expressly provided herein. All prices in this Contract are expressed in United States Dollars.

(C) If any delay is caused by any act or omission of Buyer, then in addition to any applicable extension in the delivery schedule Contractor shall be entitled to an increase in the Total Price to the extent Contractor can demonstrate any direct costs resulting from the delay. Any claim for an increase pursuant to

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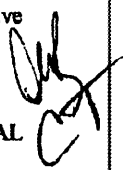
this Section 2(C) shall be deemed waived unless asserted in writing (with the amount of the claim) within thirty (30) days of the delay.

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**Article 3. Delivery and Delivery Schedule**

(A) The Spacecraft shall be delivered at Contractor's expense to the launch site. In addition, Buyer may designate other delivery locations in accordance with Article 16.

(B) The Delivery Schedule shall be in accordance with Exhibit B. Delivery of a Spacecraft (other than Spacecraft delivered for storage as directed by Buyer in accordance with Section 25(B)) shall be deemed to have occurred when the Contract requirements for such Spacecraft have been satisfactorily fulfilled through performance and successful completion of a final inspection and test performed by Contractor in accordance with the provisions of Article 5, and has so been accepted by Buyer. If a Spacecraft shall fail to pass the inspection and test performed by Contractor, delivery shall not be deemed to have occurred until the deficiencies that caused such failure shall have been remedied. Further, if after a Spacecraft has been deemed to be delivered, as specified above, the Spacecraft is damaged through the negligence or willful acts or omissions of Contractor, delivery shall not be deemed to have occurred until such damages have been corrected and accepted by Buyer.



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(C) Time for the delivery of the Spacecraft and the performance of Associated Services shall be of the essence, except that Buyer acknowledges that Buyer does not have the right to terminate this Contract for default unless and until a time parameter set forth in Section 17(A) is met (e.g. time for delivery becomes "of the essence" at the point at which Buyer has a right to terminate).

## Article 4. Payment

(A) Payment terms shall be in accordance with Exhibit F to this Contract. Unless otherwise agreed in writing by the Party entitled to payment, all transfers of funds in accordance with this Contract from one Party to the other Party shall be sent to the receiving Party by wire transfer of immediately available funds to an account designated by the transferee, and shall be deemed to be made upon receipt.

(B) The amounts specified in Exhibit F shall be invoiced by Contractor within five (5) days of the date the Milestone is completed and in each case shall be paid by Buyer to Contractor within thirty (30) days of invoice submission by Contractor (which denotes accomplishment of a Milestone in accordance with the provisions of Exhibit F), except that that the first payment shall be paid by Buyer on or before EDC plus fifteen (15) days (assuming timely receipt of an invoice from Contractor). For purposes of Exhibit F, a Milestone shall be deemed to have been completed by Contractor when all requirements associated with the particular Milestone shall have been completed in accordance with the provisions of the Contract. For each Milestone in Exhibit F which is a "Review", the payment will be earned upon completion of the Review and will not be delayed until completion of any open items or actions which may be identified at the Review.

(C) With respect to the Preliminary Design Review and the Critical Design Review, Buyer shall be entitled to withhold from the payments associated with each such milestone an equitable amount Redacted Redacted Redacted to reflect action items established in either review, such amount to be determined by Buyer in good faith. As the action items are completed, Buyer agrees to periodically make payment of portions of the amounts withheld.

(D) The making of any payment by Buyer shall not be construed as an acceptance of the work performed up to the time of application to such payments, nor shall such be considered to relieve Contractor of its responsibility. Also, such payments shall not in any way prejudice Buyer's right to question or contest, at any subsequent time, the performance by Contractor under the Contract and the right of Buyer to seek refund of payments made.

## Article 5. Acceptance

Acceptance of the items to be delivered hereunder shall be as follows:

(A) If the payload module is integrated at a site other than the I&T Facility, then the payload module shall be tested prior to shipment by Contractor to the I&T Facility and preliminary payload module acceptance shall be made by Buyer upon demonstration, by means of test results obtained pursuant to the test requirements set forth in Exhibit C, that the payload module meets the performance specifications set forth in Exhibit A2. Upon such preliminary payload module acceptance, Buyer shall provide Contractor with written approval to ship the payload module to the I&T Facility.

(B) The Spacecraft shall be tested prior to delivery by Contractor and preliminary Spacecraft acceptance made by Buyer upon demonstration, by means of test results obtained pursuant to the test requirements set forth in Exhibit C, that the Spacecraft meets the performance specifications set forth in Exhibits A1 and A2 and the product assurance requirements set forth in Exhibit D (see other requirements as outlined in Exhibit B). Upon such preliminary Spacecraft acceptance, Buyer shall provide Contractor with written approval to ship the Spacecraft to the launch site.

(C) Upon arrival of a Spacecraft at the launch site, Contractor shall promptly conduct Spacecraft inspection and perform tests in accordance with the Launch Site Test Plan and relevant portions of Exhibit

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C. in the presence of Buyer. Contractor shall then conduct a Launch Readiness Review as set forth in Exhibit B at which time Contractor shall certify Spacecraft compliance or notify Buyer of those items which fail to meet the requirements of Exhibits A1 and A2. Upon Contractor remedy of items that fail to meet the requirements of Exhibits A1 and A2, or upon satisfactory completion by Contractor of other conditions mutually acceptable to Buyer and Contractor, Buyer shall authorize Contractor to proceed with further launch site activities.

(D) Upon successful completion of launch site activities and launch pad integrated testing, Buyer's indication to Contractor during the final countdown that a Spacecraft is ready for launch will constitute acceptance of the Spacecraft for launch.

(E) Prior to Intentional Ignition, Buyer shall notify Contractor in writing of those particulars which do not meet the requirements of the Contract. Upon such notification by Buyer and prior to launch, Contractor shall remedy such particulars or satisfactorily complete other conditions mutually acceptable to Buyer and Contractor.

(F) Final Acceptance of a Spacecraft shall occur upon Intentional Ignition. Final Acceptance of a Spacecraft, other than for launch, shall be made prior to delivery of the Spacecraft to the storage site in accordance with the provisions of Article 25.

#### Article 6. Title and Assumption of Risk

(A) Subject to the provisions of this Contract, assumption of risk by Buyer for all items to be delivered under this Contract shall occur upon Intentional Ignition, except as provided in Section 6(C) and Section 6(F). Subject to the provisions of this Contract, passing of title to Buyer for all items to be delivered under this Contract shall occur at Intentional Ignition, except as provided in Section 6(C) and Section 6(F). Any loss or damage to such items prior to Buyer's assumption of risk of loss shall be at Contractor's risk unless such loss or damage is caused by the negligent acts or omissions or willful misconduct of Buyer.

(B) Contractor agrees that any passing of title shall be free and clear of any claims, liens, encumbrances and security interests of any nature. Contractor shall execute or cause to be executed such documents as Buyer may require to reflect passage of title to and exclusive possession and ownership of all such items in Buyer.

(C) Contractor hereby agrees that should the restraining devices not release the Launch Vehicle after Intentional Ignition, care, custody and control and risk of loss shall revert to Contractor after the Launch Provider has declared the launch pad safe. While a Spacecraft is in Contractor's care, custody and control, Contractor's ground and pre-launch insurance policy shall re-attach. Contractor shall be required to advise Buyer at least one month prior to launch that such coverage has been put in force and to provide a Certificate of Insurance as evidence of such coverage being in force.

(D) Should the subsequent launch be delayed through no fault of Contractor and a Spacecraft be returned to Contractor's facility or a designated storage site, all costs including shipping costs, off-site storage charges (if any) and insurance coverage for its return to the launch site and its subsequent launch will be at Buyer's expense as determined pursuant to Section 16(A).

(E) In the event that there is damage to a Spacecraft while not in Contractor's care, custody and control, that is not caused by any act or omission of Contractor, its employees, agents, representatives, Subcontractors or vendors, Buyer shall indemnify and hold Contractor harmless for all costs incurred. These costs include, but are not limited to, the transporting, re-testing and restoring the Spacecraft to flight-worthy condition.

(F) In the event a Spacecraft is placed in storage, title and risk of loss to such Spacecraft shall pass to Buyer upon completion of the tasks specified for placement into storage as required by the Storage Plan provided by Contractor pursuant to Exhibit B, except as provided in Article 25.



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**Article 7. Access to Work in Progress**

(A) (i) Contractor shall afford Buyer and the Designees access, and shall cause Major Subcontractor to afford access, to all work, including without limitation technical data and information, test data, drawings, documentation (not containing cost information), tooling, and manufacturing processes, testing and hardware in progress, being performed at Contractor's and Major Subcontractor's facilities pursuant to this Contract at all times during the period of Contract performance, provided that such access does not unreasonably interfere with such work or any other work. Redacted

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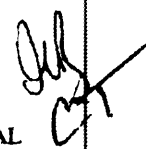
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(iv) In addition to data and documentation to be delivered in accordance with Exhibit B, and solely in connection with the performance of this Contract, Contractor shall at Buyer's request deliver (and shall cause Major Subcontractor to deliver), in a timely manner, copies of design, test data and other data generated under this Contract and reasonably necessary to determine compliance with the Contract. Nothing in this Section 7(A) is intended to nor shall it create any independent right (other than as specifically set forth in this Contract) in any third party to require production of such design, test data or other data.



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(B) Contractor shall afford Buyer and the Designees access to work being performed pursuant to this Contract in Subcontractor's facilities to the extent Contractor obtains such access, subject to the right of Contractor to accompany Buyer and the Designees on any such visit and subject further to the execution by Buyer and the Designees of non-disclosure or similar agreements as may be required by Subcontractors. Contractor shall use its best efforts to obtain access to the work being performed pursuant to this Contract in Subcontractor's facilities.

(C)

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(D) With reasonable prior notice, Contractor shall allow the Designees, in the presence of Buyer and Contractor, to view program hardware in progress in accordance with Contractor's access policies and security procedures. Buyer does not need to be present with respect to Designees who are consultants employed by Buyer for the purpose of monitoring specific aspects of the Spacecraft construction.

**Article 8. Progress Meeting, Presentations and Reports**

(A) In addition to any other meetings called for under the provisions of this Contract, Contractor shall provide the personnel, facilities, materials and support to conduct the following meetings and presentations with Buyer, provided that such meetings and presentations do not unreasonably interfere with Contractor's performance: (i) informal Program Manager meetings; (ii) informal project level technical review meetings; and (iii) management level presentations as deemed appropriate by Contractor or Buyer's management and subject to reasonable prior notice by Buyer.

(B) Contractor shall deliver to Buyer's Project Office in Princeton, New Jersey, all reports as described in Exhibit B and Exhibit E. The Parties agree to utilize a secure, electronic-based system for delivery of reports and documents (which may include exceptions on its use for certain documents).

(C) All materials and reports furnished pursuant to this Article and any Buyer unique system performance information shall be the exclusive property of Buyer. Contractor or the Subcontractors may retain copies for their own purposes, including the use of such materials and reports in the performance of other contracts. Such retained copies specifically referring to work performed under this Contract shall not be distributed outside of Contractor or Subcontractors' organizations except with express written agreement of Buyer. Contractor will include the substance of this clause in all subcontracts for major components.

(D) To the extent Subcontractors are required to submit Progress and Status Reports to Contractor, Contractor will arrange, upon request of Buyer, to have copies of each such Subcontractor's Progress and Status Reports available to Buyer when such reports are necessary in order to clarify or expand upon Progress and Status Reports submitted by Contractor to Buyer.

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## Article 9. Rights to Data

(A) Buyer shall have the unlimited right to use, duplicate, and disclose the documentation and the information contained in such documentation delivered or provided pursuant to this Contract only for uses related to the Purposes. If any of the foregoing information is copyrighted, Buyer shall have the unlimited right to make and/or distribute copies of such copyrighted materials and make and distribute derivative works thereof without payments of additional compensation to the extent that Contractor has the authority to grant such rights to others. To the extent it may hereafter acquire the right to do so, Contractor agrees to and does hereby grant (and shall cause Major Subcontractor to grant) to Buyer the copyright licenses necessary to enable Buyer to exercise such right. With respect to all written documentation that is copyrighted, Buyer shall apply appropriate copyright notices to all copies of such copyrighted documentation.

(B) All other written documentation to which Buyer has a right of access pursuant to Article 7, that is or may be disclosed by Contractor to Buyer's officers, agents, employees or assignees, shall, if properly identified and marked as proprietary, be protected by Buyer from disclosure to third parties in the same manner in which Buyer protects its own proprietary information, in accordance with and subject to Article 11. Contractor hereby grants to Buyer to the extent of Contractor's right to do so (and shall cause Major Subcontractor to grant to Buyer to the extent of Major Subcontractor's right to do so), the right to use, duplicate and make derivatives of any written documentation disclosed under Article 7 for the Purposes, and, subject to Article 11, to disclose such written documentation to regulatory agencies, launch services provider(s) and insurers as appropriate and required, provided that Buyer will promptly respond to Contractor inquiries as to whether disclosures have been made to regulatory agencies or insurers (such inquiries not to occur more frequently than once per calendar quarter).

(C) Any other provisions of this Article notwithstanding and with respect to any written documentation or information that Buyer is authorized by the terms of this Contract to use only under certain conditions and limitations, such use shall be (i) free, unconditional, and unlimited from and after the time that such written documentation or information comes into the public domain, without breach of this Contract by Buyer, or (ii) at the sole discretion of Buyer, on other terms from and after the time that such written documentation or information becomes otherwise lawfully available to Buyer on such other terms.

(D) Notwithstanding any other provision of this Contract, the ownership in and title to copyrights and computer programs and their related documentation delivered to Buyer by Contractor in accordance with this Contract shall remain in Contractor or its licensor. Contractor grants (and shall cause Major Subcontractor to grant) to Buyer a paid up non-exclusive, non-transferable (except as part of a sale of the business or by operation of law) license to use, duplicate and adapt the copies of computer programs (and their related documentation) and other items deliverable under this Contract for the Purposes. The foregoing license includes the right of Buyer to engage third parties to so use or adapt such computer programs and their related documentation for the Purposes under conditions specified by Contractor (or Major Subcontractor) that are reasonably necessary to protect Contractor's (or Major Subcontractor's) proprietary rights and copyrights therein.

## Article 10. Public Release of Information

During the term of this Contract, neither Party, nor its affiliates, subcontractors, employees, agents and consultants, shall release items of publicity of any kind including, without limitation, news releases, articles, brochures, advertisements, prepared speeches, company reports or other information releases related to the work performed hereunder, including the denial or confirmation thereof, without the other Party's prior written consent. Notwithstanding the foregoing, it is understood by the Parties that Contractor is authorized to release information relative to the Spacecraft as may be required to notify its other customers as to satellite performance issues, provided that such information shall contain no identification of Buyer or Buyer's designation of such Spacecraft.

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**Article 11. Proprietary Information**

The Parties agree that all exchanges of Proprietary Information shall be governed by the Proprietary Information Agreement among Buyer, Contractor, SES Americom, Alcatel USA Marketing, Inc., and Major Subcontractor effective December 7, 2005. For purposes of such Proprietary Information Agreement, all Exhibits to this Contract are considered to be Buyer's Proprietary Information.

**Article 12. Proprietary Rights Indemnity**

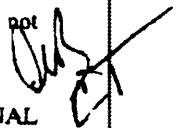
(A) Upon notice by Buyer to Contractor, Contractor shall have the obligation to indemnify, defend and hold harmless, or at its option to settle, and Contractor agrees, at its own expense, to defend or at its option to settle, any claim, suit, or proceeding brought against Buyer, SES Americom, or any affiliate of Buyer or SES Americom on the issue of infringement of any patent, copyright, trade secret, trademark or other proprietary right existing in the United States, Isle of Man, the country from which a Spacecraft is launched or operated, or a country where Contractor or any Subcontractor is located, by any product, any part thereof, or any process practiced therein supplied by Contractor to Buyer under this Contract. The defense provided by Contractor shall be conducted by principal counsel which is, on a reasonable basis, acceptable to Buyer. Contractor agrees to pay any final judgment or settlement entered against Buyer on such issue in any such suit or proceeding defended by Contractor. In the event Contractor settles a claim, suit or proceeding, Contractor shall not enter into any admission, judgment or injunction against Buyer without Buyer's prior written approval, such approval not to be unreasonably withheld. Buyer shall notify Contractor promptly in writing of any such claim, suit or proceeding, and at Contractor's expense, give Contractor proper and full information, of which it is aware, and reasonable assistance to settle and/or to defend any such claim, suit, or proceeding. If (x) the product, any part thereof, or any process practiced therein, furnished by Contractor to Buyer becomes, or in the reasonable opinion of Contractor's outside intellectual property counsel may become, the subject of any claim, suit, or proceeding for infringement of any such patent, copyright, trade secret, trademark or other proprietary right, Contractor may, at its option and expense (and without limiting any of the foregoing indemnity obligations), or (y) in the event of an adjudication that such product, part thereof or process practiced therein infringes any such patent, copyright, trade secret, trademark or other proprietary right, or if the use, lease, or sale of such product, part thereof or process practiced therein, is enjoined, Contractor shall, at its option and its expense (and without limiting any of the foregoing indemnity obligations) (i) procure for Buyer the right under such patent, copyright, trade secret, trademark or other proprietary right, to use, lease, or sell, as appropriate, such product, part or process, (ii) replace or modify such product, part or process so that it becomes non-infringing but continues to meet the requirements of the Contract, or (iii) if neither of the foregoing is reasonably achievable, accept retransfer of title to the Spacecraft and refund the aggregate payments and transportation costs paid therefor by Buyer less a reasonable sum for use and damage. Contractor shall not exercise its rights under clause (iii) unless a final injunction enjoining the use, lease or sale of such product, part or process is granted.

(B) Contractor shall have no liability for any infringement arising from (i) the combination of such product, part thereof or process practiced therein with any other product or part not furnished to Buyer by Contractor unless such product, part or process furnished by Contractor contributory infringes, or (ii) the modification of such product, part thereof or process practiced therein, unless such modification was made or authorized by Contractor.

(C) Contractor shall not be liable to Buyer for loss of use or for incidental, indirect, punitive or consequential damages arising out of an alleged infringement of any patent, copyright, trade secret or trademark. (For clarification, the foregoing sentence does not apply to the obligations in this Article 12 as to claims by third parties.)

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Contractor shall not



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be liable for any cost or expense incurred by Buyer in connection with a claim of infringement within the scope of this Article without Contractor's authorization. This Article 12 states the entire obligation of Contractor and the exclusive remedy of Buyer, with respect to any alleged patent, copyright, trade secret or trademark infringement by such product or part or process.

**Article 13. Limitation of Liability**

(A) In no event shall Contractor or Major Subcontractor be liable to Buyer under this Contract for incidental, indirect, consequential, punitive or special damages (including any loss of profit, loss of use or any other similar loss) whether arising in contract, tort, strict liability, or under any other theory of liability. The foregoing exclusion shall apply whether or not foreseeable or even if Contractor has been advised of the possibility of such damages. Specifically, but without limitation to the foregoing, Contractor and its Subcontractors (including Major Subcontractor) shall not be liable to Buyer for any such damages resulting from any loss or destruction of a Spacecraft or failure of a Spacecraft or its subsystems to operate satisfactorily. For purposes of this Contract, in no event shall Contractor's obligations pursuant to Article 12 and Article 28 be considered to be incidental, indirect, consequential, punitive or special damages.

(B) In no event shall Buyer be liable to Contractor for incidental, indirect, consequential, punitive or special damages (including any loss of profit, loss of use or any other similar loss) whether arising in contract, tort, strict liability, or under any other theory of liability. The foregoing exclusion shall apply whether or not foreseeable or even if Buyer has been advised of the possibility of such damages. For purposes of this Contract, in no event shall Buyer's obligations pursuant to Article 12 and Article 28 be considered to be incidental, indirect, consequential, punitive or special damages.

(C) Buyer and Contractor shall agree to be bound (and Contractor shall cause Major Subcontractor to agree to be bound) to the flow-down requirements of the Launch Services Agreement applicable to Contractor regarding indemnifications and inter-party waivers for damages to persons or property involved in launch operations at no increase in Total Price. Such agreement shall be accomplished prior to the launch of a Spacecraft.

(D) Contractor agrees to enter into agreements with Subcontractors (including Major Subcontractor) which disclaim any liability of Buyer to any Subcontractors (including Major Subcontractor) for incidental, indirect, consequential or special damages. Contractor also agrees to cause its insurers (and Contractor shall cause Major Subcontractor to cause its insurers) to waive all rights of subrogation against Buyer, SES Americom, the Launch Provider and their employees. Buyer agrees to enter into agreements with its customers and the Launch Provider to disclaim any liability of Contractor to Buyer's customers and the Launch Provider for incidental, indirect, consequential or special damages. Buyer also agrees to cause its insurers to waive all rights of subrogation against Contractor and Subcontractors (including Major Subcontractor).

(E) The foregoing shall not relieve Contractor of any of its obligations under this Contract, including without limitation any obligations under Article 20. Redacted

**Article 14. Excusable Delays**

(A) Acts of God or of the public enemy, acts of the Government, including the FCC, in its sovereign capacity, government priorities, allocations or regulations affecting materials, facilities, or completed Spacecraft, fires, earthquakes, floods, epidemics, quarantine restrictions, strikes, labor disputes, terrorist acts and freight embargoes or any other events which (i) is beyond the control and without the fault or negligence of Contractor and/or Subcontractors at any tier, (ii) through that level of diligence necessary or appropriate cannot be reasonably circumvented by Contractor through the use of alternate sources, workaround plans, or other means, and (iii) cause delay of performance hereunder, shall constitute an excusable delay to delivery of the Spacecraft, as applicable, if notice is given to Buyer within seven (7) days after such event shall have occurred or Contractor knows of such event, whichever is later. Written

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evidence of the occurrence of such event will be forwarded to Buyer. The delivery requirements shall only be extended, upon mutual agreement of the Parties, by such period of time as is justified by the evidence forwarded to Buyer.

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**Article 15. Remedy for Missed Milestones**

(A)

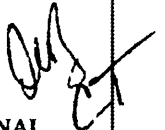
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(B) Reserved

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(D) The provisions of this Article 15 shall be Buyer's sole and exclusive remedies for a late delivery of the AMC-21 Spacecraft, except in the case of late delivery for other rights set forth in this Contract, such as certain termination rights under Article 17.



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**Article 16. Changes and Suspension**

(A) Buyer may from time to time between the Effective Date and completion of this Contract, by written change order issued by Buyer, make changes within the general scope of this Contract regarding the Spacecraft or the services or in any drawings, designs, specifications, methods of shipment or packing, quantities of items, places of delivery, additional work, or the omission of work, provided that if any such change causes an increase or decrease in the costs of, or the time required for, Contractor's obligations under this Contract, an equitable adjustment shall be made in the price or delivery schedule or both and this Contract shall be modified in writing accordingly. Any claim for adjustment under this Article shall be deemed waived unless asserted in writing (with the amount of the claim) within thirty (30) days from the date of receipt by Contractor of the change order. Nothing herein shall excuse Contractor from promptly proceeding with this Contract as changed.

(B) Buyer's engineering, technical and other personnel may from time to time render assistance or give technical advice to or exchange information with personnel of Contractor or Subcontractors concerning the work under this Contract. Any such assistance, advice, statement or exchange of information shall not constitute (i) a waiver or modification with respect to Contractor's obligations or Buyer's rights under this Contract, or (ii) any authority for any change in the scope of the work. Any such waiver, modification or change to be valid and binding on Buyer must be in writing and signed by an authorized representative of Buyer.

(C) The Subcontractor List (Exhibit G) has been approved by Buyer. For those items listed on Exhibit G, Contractor shall only use subcontracted items provided by the corresponding approved Subcontractor (or one of the approved Subcontractors, if more than one is listed) unless approved in writing by Buyer.

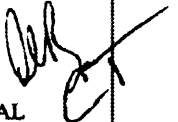
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(D)

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**Article 17. Termination for Default**

(A) Buyer may, by written notice to Contractor, terminate the Contract in whole or in part, if:



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REDACTED

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(C) In case of termination of the Contract pursuant to this Article 17, Contractor shall keep title and ownership to all work performed and work in progress. Buyer shall take all necessary action for the protection and preservation of the work in possession of Buyer in which Contractor has an interest under this Contract and Buyer shall deliver to Contractor such work in its possession at Contractor's expense.

(D) If, after notice of termination under the provisions of this Article, it is determined that Contractor was not in default under the provisions of this Article or that the delay was excusable under the provisions of Article 14, the rights and obligations of the Parties shall be the same as if notice of termination had been issued pursuant to Article 18.

(E) In the event Buyer fails to perform any material obligation which it is required to perform pursuant to this Contract, Contractor may stop work, if such failure is not corrected by Buyer within thirty (30) days after notice of such failure is given in writing by Contractor. If Contractor stops work due to Buyer's failure to perform any material obligation, Contractor shall be entitled to reasonable adjustments in price and schedule. Notwithstanding the foregoing, the failure of Buyer to make payment of any invoice for the completion of a Milestone, the completion of which is contested, shall not constitute grounds for Contractor to stop work without first making all reasonable attempts to mutually resolve the Contract impasse.



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(F) In the event that Buyer terminates this Contract for default with respect to a Spacecraft hereunder, in accordance with this Article 17, prior to the end of the period that liquidated damages for late delivery may be payable pursuant to Section 15(A), no additional liquidated damages shall accrue or be payable pursuant to such Section 15(A) after the date of such termination with respect to such Spacecraft.

(G) Notwithstanding the provisions of this Article 17, Buyer may not terminate the Contract with respect to a Spacecraft after completion of the Pre-Shipment Review Milestone of such Spacecraft.

#### Article 18. Termination for Convenience

(A) Buyer, by written notice to Contractor, may terminate this Contract in whole for its convenience in accordance with the terms of this Article 18. The termination charges payable to Contractor shall be as set forth in Exhibit F. If a termination occurs on a date between the dates set forth in Exhibit F, then the termination charge shall be a *pro rata* amount based on the termination charges set forth in Exhibit F for dates prior to and after the termination date and the number of days up to and including the termination date.

(B) Buyer shall pay Contractor the aforesaid termination charges within sixty (60) days following receipt of an invoice from Contractor. Final payment shall be the amount of the total termination charges less amounts previously paid by Buyer to Contractor pursuant to this Contract. In the event the amount of these credits exceeds the amount of the total termination charges, Contractor will refund the excess to Buyer within sixty (60) days following receipt of a termination invoice. Title to all WIP remains with Contractor.

(C) Notwithstanding the provisions of this Article 18, Buyer may not terminate the Contract for Convenience after Intentional Ignition.

#### Article 19. Arbitration

(A) Any dispute or disagreement arising between the Parties in connection with any interpretation of any provision of the Contract, or the compliance or non-compliance therewith, or the validity or enforceability thereof, or any other dispute under any Article hereof which is not settled to the mutual satisfaction of the Parties within thirty (30) days (or such longer period as may be mutually agreed) from the date that either Party informs the other in writing that such dispute or disagreement exists, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that such notice is given, except as otherwise specified herein.

(B) The Party which demands arbitration of the controversy shall in writing specify the matter to be submitted to arbitration, and at the same time, choose and nominate an arbitrator; thereupon, within fifteen (15) days after receipt of such written notice, the other Party shall in writing choose and nominate a second arbitrator. The two arbitrators so chosen shall forthwith select a third arbitrator, giving written notice to both Parties of the choice so made and fixing a time and place in Princeton, New Jersey, at which both Parties may appear and be heard with respect to such controversy. In case the two arbitrators shall fail to agree upon a third arbitrator within a period of seven days, or if for any other reason there shall be a lapse in the naming of an arbitrator or arbitrators, or in the filling of a vacancy, or in the failure or refusal of any arbitrator or arbitrators to attend or fulfill his or their duties, then upon application by either Party to the controversy, arbitrators shall be named by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration tribunal shall permit only document discovery as it shall determine is appropriate in the circumstances, taking into account the needs of the Parties and the desirability of having the discovery take place in an expeditious and cost-effective manner. Any discovery shall be limited to information directly relevant to the controversy or claim in arbitration and shall be concluded within ninety (90) days after the tribunal is appointed, unless good cause for an extension of such deadline is shown. No other discovery shall be permitted without the prior consent of the Parties.

(C) The arbitrators shall not alter or modify the terms and conditions of this Contract but shall consider the pertinent facts and circumstances and be guided by the terms and conditions of this Contract. If a solution is not found in the terms and conditions of this Contract, the arbitrators shall be guided by the

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substantive laws of the State of New York, excluding all conflict of law rules. The arbitration award made shall be final and binding upon the Parties, their successors and assignees, and judgment may be entered thereon, upon the application of either Party, by any court having jurisdiction. Each Party shall bear the cost of preparing and presenting its case including its own attorneys' fees; and the cost of arbitration, including the fees and expenses of the arbitrator or arbitrators, will be shared equally by the Parties.

(D) The relief that may be awarded by the arbitrators under any arbitration arising from this Contract may not exceed actual compensatory damages. In no event may the arbitrators award punitive damages or otherwise disregard the limitations of liability set forth in this Contract.

#### Article 20. Warranties

(A) Contractor warrants:

(i) That Contractor's execution of and performance under this Contract will not result in a breach of, or constitute a default under, any contract, instrument or other agreement to which Contractor is a party or is bound.

(ii) That Contractor has full power, authority and legal right to execute, deliver and perform this Contract, that the execution, delivery and performance by Contractor of this Contract have been duly authorized by all necessary action on the part of Contractor and do not require any further approval or consent of any person or entity (whether governmental or otherwise), and that once executed by Contractor this Contract shall constitute a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms. Contractor shall have obtained, on or prior to Final Acceptance, any and all governmental, regulatory and statutory approvals, authorizations and consents necessary or appropriate, if any, to allow Contractor to sell the Spacecraft to Buyer.

(iii) That on or prior to Final Acceptance, Contractor shall have good title to the Spacecraft and shall pass to Buyer the Spacecraft free and clear of all claims, liens, encumbrances and security interests, and Contractor will neither incur nor suffer to exist any claims, liens, encumbrances or security interests, thereon at any time.

(iv) That Contractor has obtained or will timely obtain and shall continue in effect any and all governmental, regulatory, statutory or other, licenses, approvals, authority, consents and permits necessary to fulfill Contractor's obligations under this Contract.

(v) That for the period specified in this Subsection 20(A)(v) the goods or services furnished hereunder shall be free from any defects in material or workmanship and shall conform to the requirement of Exhibits A1 and A2 as verified in accordance with Exhibit C. Except for a Spacecraft, this warranty shall continue as to corrected or replaced items until one year from the date of Final Acceptance by Buyer of the corrected item. Without limiting the provisions of Article 20, this warranty shall run with respect to a Spacecraft (a) for a period of one year from the date of Final Acceptance by Buyer, or (b) until Intentional Ignition of the Launch Vehicle, whichever is sooner. Without waiver of its right to terminate this Contract for default, Buyer shall have the right, at any time during the period of this warranty and irrespective of prior inspections or acceptance, to reject any goods or services not conforming to the above warranty and require that Contractor, at its expense and option, correct or replace such goods or services with conforming goods or services. If Contractor fails to correct or replace such defective goods or services promptly after notification and authorization from Buyer, Buyer may, by contract or otherwise, correct or replace such defective goods or services and/or equitably adjust the Total Price. In the event of an equitable adjustment of the Total Price hereunder, Contractor shall immediately refund any amounts previously paid by Buyer which are necessary to reflect such adjusted amount.

(vi) That, without limiting the provisions of Subsection 20(A)(v), Contractor shall pass on or assign to Buyer all warranties on goods or services given by suppliers or manufacturers other than Contractor to the extent to which Contractor is permitted by the terms of its purchase contracts with such suppliers or manufacturers.

REDACTED

(vii) That, in addition to the foregoing, the items delivered under this Contract shall be covered by such other warranties as Contractor customarily offers in connection with the sale of similar items.

(viii) That Contractor's subcontract with Major Subcontractor obligates Major Subcontractor to meet the obligations of Major Subcontractor in Section 7(A) and Section 7(C).

(B)

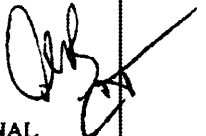
REDACTED

(C)

REDACTED

(D)

REDACTED

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REDACTED

(E)

REDACTED

(F) EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, NO OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, SHALL APPLY TO THE GOODS AND SERVICES HEREUNDER. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

**Article 21. Reserved**

**Article 22. Communication and Authority**

(A)

REDACTED

(B) Redacted is assigned as Buyer's Program Manager with authority to issue technical direction within the scope of this Contract, provided that the direction does not impact schedule or price of the program. Redacted is assigned as Contractor's Program Manager with authority to accept such direction. Notwithstanding Section 22(A), the foregoing Program Managers are authorized (i) to initial the Exhibits and any modifications thereto (except Exhibit F), and (ii) to execute the waivers of technical compliance with the specifications in the Exhibits.

(C) All contractual correspondence to Buyer will be addressed to Redacted with copies to Redacted Redacted and Redacted at Four Research Way, Princeton, New Jersey 08540. All technical correspondence to Buyer will be addressed to Redacted with copies to Redacted and Redacted at Four Research Way, Princeton, New Jersey 08540. All contractual correspondence to Contractor will be addressed to:

Redacted  
Alcatel Alenia Space France  
26, Avenue J.F. Champollion  
B.P 1187  
31037 Toulouse Cedex 1 - France  
Email: Redacted

All technical correspondence to Contractor will be addressed to:

Redacted  
Alcatel Alenia Space France  
26, Avenue J.F. Champollion  
B.P 1187  
31037 Toulouse Cedex 1 - France  
Email: Redacted

(D) In a time critical situation, such as in the case of failures or suspected failures of transponders or other operational or technical matters requiring immediate attention, notice may be given by telephone.

REDACTED

Any notice given verbally will be confirmed in writing as soon as practicable thereafter in accordance with Section 22(E).

(E) Except as provided in Section 22(D), all notices, demands, reports, orders and requests hereunder by one Party to the other shall be in writing and deemed to be duly given on the same business day if sent by electronic means (*i.e.*, electronic mail or facsimile) or delivered by hand during the receiving Party's regular business hours, or on the date of actual receipt if sent by pre-paid overnight, registered or certified mail.

(F) The Parties agree to cooperate in implementing the use of electronic signatures, provided that such use is consistent with applicable law.

#### Article 23. Spacecraft Test and Handling Equipment

Contractor shall provide Spacecraft test and handling equipment at the launch site during the period between delivery of a Spacecraft to the launch site and Lift-Off for use in connection with (A) the Final Acceptance of the Spacecraft pursuant to Article 5, and (B) the launch of the Spacecraft. The handling equipment shall include, but not be limited to, the Spacecraft handling fixture, propellant handling cart, scapesuits (if required), and transport and launch aerospace ground equipment. Title to such equipment shall remain with Contractor.

#### Article 24. Licenses for Export and Launch

(A) This Contract is subject to all applicable United States laws and regulations relating to the export of Spacecraft, technical data, and other equipment and services being furnished pursuant to, or to be utilized in connection with, this Contract (hereinafter referred to as "Licensed Items") and to all applicable laws and regulations of the country or countries to which such Spacecraft, technical data, and other equipment and services are exported or are sought to be exported.

(B) Without limiting the scope of Section 24(A), Contractor shall be responsible for obtaining all United States Government approvals and licenses to export Licensed Items and shall be responsible for obtaining all approvals and licenses required by the laws and regulations of the country or countries to which the Licensed Items are exported or are sought to be exported.

(C) If the United States Government refuses to grant, or delays the grant of, any applicable Technical Assistance Agreement with Major Subcontractor or a required approval or license to export the Licensed Items, or to launch the Spacecraft, or revokes or suspends a Technical Assistance Agreement with Major Subcontractor or an approval or license subsequent to its grant, or grants a Technical Assistance Agreement with Major Subcontractor or a license or approval subject to conditions, then (i) this Contract shall, nevertheless, remain in full force and effect unless terminated pursuant to Article 18, and (ii) the schedule (as set forth in Table 5 of Schedule B) shall be adjusted on a day-for-day basis for each day that Contractor is impacted by such action or inaction of the United States Government, provided that there shall be no adjustment to the extent that Contractor is responsible for such action or inaction of the United States Government. Such U.S. Government action or inaction shall not modify in any way the rights and obligations of the Parties under this Contract except to relieve Contractor of any obligations which cannot be performed without such an approval or license or Technical Assistance Agreement with Major Subcontractor.

(D) If any foreign country or countries to which such Licensed Items are sought to be exported, or from which the Spacecraft is sought to be launched, refuses to grant a required approval or license or suspends or revokes a required approval or license subsequent to its grant, or grants a license subject to conditions, or if any foreign country or countries to which such Licensed Items are exported refuse to grant an approval or license to utilize the Licensed Items for the purpose for which exported, this Contract shall, nevertheless, remain in full force and effect unless terminated pursuant to Article 18. Such foreign government action or inaction shall not modify in any way the rights and obligations of the Parties under this Contract except to relieve Contractor of any obligations which cannot be performed without such an approval or license.

REDACTED

(E)

REDACTED

(F) The Parties confirm that their performance of, and obligations under, this Contract is in all matters subject to the provisions of this Article 24, notwithstanding that (i) other Sections (including without limitation those Sections in Articles 6 and 7) and Exhibits may not specifically reference Article 24, and (ii) other Sections and Exhibits may state that they are subject to compliance with other Sections of this Contract.

**Article 25. Spacecraft Storage**

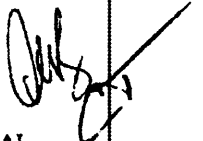
(A) In the event of a delay or failure to launch which is attributable to the fault of Contractor, Contractor, at its expense, shall provide for all transportation, storage, testing and refurbishment and any work and expense of maintenance to prevent deterioration of the Spacecraft required before and until such time as a rescheduled launch can reasonably be effected. Title and risk of loss for a Spacecraft to be stored shall remain with, and the cost of insurance shall be borne by, Contractor.

(B) If, as a result of a delay or failure to launch through no fault of Contractor, Buyer so requests Contractor after successful completion of in-plant testing, Contractor shall place the Spacecraft in storage, at a site agreed between Contractor and Buyer in accordance with an approved storage plan for a maximum period of Redacted. Title and risk of loss for a Spacecraft to be stored shall pass to Buyer in accordance with Article 6. The cost for storage shall be the responsibility of Buyer and the provisions of Article 6 shall apply. Buyer shall be responsible for all transportation costs in transit, (i) from Contractor's facility to storage, (ii) if necessary, from the storage site to a refurbishment site, and (iii) if applicable, from the launch site to the storage site and return. Assuming a storage location within a 150-mile radius of Contractor's facility, Contractor shall be responsible for all transportation costs from the storage site, or the refurbishment site if applicable, to the launch site and for the risk of loss and the expense of any insurance to cover such risk while in transit.

At the time a Spacecraft is placed in storage, Contractor shall be entitled to invoice Buyer for all remaining payments for such Spacecraft (but not for services relating to the Spacecraft not yet performed) and Buyer shall pay such invoices on the 60<sup>th</sup> day after placement in storage, unless the Spacecraft is removed from storage prior to such date. If Buyer has completed payment as set forth above, then Contractor shall refund such payments at the time the Spacecraft is removed from storage, and the Milestones for such payments shall be adjusted appropriately.

(C) If storage of a Spacecraft is effected as a result of delay or failure to launch through no fault of Contractor, upon the request of Buyer, Contractor shall provide periodic testing, necessary equipment, and environmental maintenance suitable for prevention of deterioration to the Spacecraft during the period of storage. The cost for such services shall be subject to Article 16, and shall be negotiated upon the request of such services by Buyer. Unless such environmental services are provided by Contractor, any deterioration to a Spacecraft while in storage shall be at Buyer's risk and shall be corrected at Buyer's expense, unless such deterioration is to be corrected by Contractor under Article 20. If such services are provided by Contractor, correction of such deterioration shall be at Contractor's expense. Upon request of Buyer, Contractor shall provide periodic testing for verification of no deterioration to the Spacecraft during the period of storage, and such request shall be subject to the provisions of Article 16.

(D) If, at any time after storage effected pursuant to Section 25(C) begins, Buyer elects to launch a stored Spacecraft, Contractor shall inspect, test and refurbish as necessary such Spacecraft to a launch-ready condition and arrange for transit to the launch site as directed by Buyer. Except as otherwise provided in Section 25(B) and Section 25(C), the cost for such services shall be subject to Article 16, and shall be negotiated in good faith by Contractor and Buyer at the time such services are required.



REDACTED

(E) If the Spacecraft is placed in storage pursuant to Section 25(A) or Section 25(B), then the Milestone on which liquidated damages are based for purposes of Section 15(A) shall be the date the Spacecraft is delivered to storage (rather than the Launch Site Delivery Milestone).

**Article 26. Options and Decision Points**

(A) Decision points with respect to the Options are as follows:

(i)

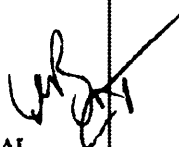
REDACTED

(ii)

REDACTED

(iii)

REDACTED



REDACTED

REDACTED

**Article 27. Key Personnel**

(A) Contractor shall provide the following program management, contracts and engineering personnel to perform the services and staff the work, working dedicated until successful completion of the work performed hereunder (individually a "Key Person" and collectively the "Key Personnel"). No person can serve the role of more than one Key Person. An asterisk next to the name of a Key Person indicates that such person is employed by Major Subcontractor.

Position	Name

(B) Key Personnel shall not be removed from performance of the work under this Contract unless replaced with personnel of substantially equal qualifications and ability. Buyer shall have the right to review the qualifications of any proposed replacements. If Buyer deems, in its reasonable judgment, the proposed replacements to be unsuitable, Buyer may require Contractor to offer alternative candidates. Notwithstanding its role in reviewing Key Personnel and their replacements, Buyer shall have no



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supervisory control over their performance, and nothing in this Article shall relieve Contractor of any of its obligations under this Contract, or of its responsibility for any acts or omissions of its personnel.

(C)

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**Article 28. Indemnification**

(A) Contractor shall indemnify and hold Buyer, and its subsidiaries and affiliates, the officers, employees, agents, servants and assignees of Buyer and its subsidiaries and affiliates, or any of them (collectively "Buyer Indemnitees"), harmless from any loss, damage, liability and expense, on account of damage to property and injuries, including death, to all persons, including but not limited to employees or agents of Contractor, the Subcontractors (including Major Subcontractor) and the Buyer Indemnitees, and to all other persons, arising from any occurrence caused by any negligent act or omission of Contractor, the Subcontractors (including Major Subcontractor) or any of them, and at its expense shall defend any suits or other proceedings brought against the Buyer Indemnitees on account thereof, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against them, or any of them, in connection therewith. Contractor shall have the right to settle any claim or litigation against which it indemnifies hereunder. Further, the Buyer Indemnitees shall provide to Contractor such reasonable cooperation and assistance as Contractor may request to perform its obligations hereunder.

(B) Buyer shall indemnify and hold Contractor, and its subsidiaries and affiliates, the officers, employees, agents, servants and assignees of Contractor and its subsidiaries and affiliates, or any of them (collectively "Contractor Indemnitees"), harmless from any loss, damage, liability and expense on account of damage to property and injuries, including death, to all persons, including but not limited to employees or agents of Buyer and the Contractor Indemnitees, and to all other persons, arising from any occurrence caused by any negligent act or omission of Buyer or resulting from any radio-frequency interference caused by a Spacecraft after the completion of the final orbit injection maneuver and configuration of the Spacecraft for normal operation, and at its expense shall defend any suits or other proceedings brought against the Contractor Indemnitees on account thereof and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against them, or any of them, in connection therewith. Buyer shall have the right to settle any claim or litigation against which it indemnifies hereunder. Further, the Contractor Indemnitees shall provide to Buyer such reasonable cooperation and assistance as Buyer may request to perform its obligations hereunder.

**Article 29. Definitions**

(A) As used in this Contract, the following terms have the meanings indicated:

(i) "AMC-21 Spacecraft" or "Spacecraft" or "Satellite" shall mean the spacecraft to be constructed and delivered pursuant to this Contract, as generally described in Subsection 1(C)(i).

(ii)

REDACTED

# REDACTED

(iii) "Associated Services" shall mean all equipment provided and services performed by Contractor under this Contract other than the construction and delivery of the Spacecraft (*i.e.*, Items 2-6 in the table in Section 2(A)).

(iv) "Buyer" shall have the meaning ascribed to it in the preamble.

(v) "Buyer Indemnitees" shall have the meaning ascribed to it in Section 28(A).

(vi) "Buyer Residents" shall mean the persons identified from time to time by Buyer and the Designees to work on behalf of Buyer at Contractor's facilities.

(vii) "Buyer's Technical Consultant" shall mean SES Americom, as described in Section 1(D).

(viii) "Contract" shall mean this agreement between Buyer and Contractor, including all Exhibits and Appendices referenced herein.

(ix) "Contractor" shall have the meaning ascribed to it in the preamble.

(x) "Contractor Indemnitees" shall have the meaning ascribed to it in Section 28(B).

(xi) "Delivery Schedule" shall be as set forth in Exhibit B.

(xii) "Designees" shall be those companies, consultants, individuals and other third parties designated by Buyer (with notice to Contractor).

(xiii) "Effective Date" or "EDC" shall mean April 21, 2006.

(xiv) "Final Acceptance" shall be as described in Section 5(F).

(xv) Redacted

(xvi) "I&T Facility" shall mean Contractor's or Major Subcontractor's integration and test facility, as applicable.

(xvii) "In-Orbit Acceptance Review" shall mean the review described in Section 3.2.12 of Exhibit B.

(xviii) "Intentional Ignition" shall mean the official time, as indicated in the automatic sequence control equipment, at which the intentional ignition of the first stage engine occurs. This definition will be adjusted as necessary to be consistent with the Launch Services Agreement and the Insurance.

(xix) Redacted

(xx) "Key Person" shall have the meaning ascribed to it in Section 27(A).

(xxi) "Key Personnel" shall have the meaning ascribed to it in Section 27(A).

(xxii) "Launch Provider" shall mean the company with whom Buyer contracts for the launch of the Spacecraft.

(xxiii) "Launch Services" shall mean the services provided by the Launch Provider pursuant to the Launch Services Agreement.

# REDACTED

(xxiv) "Launch Services Agreement" shall mean the agreement between the Launch Provider and Buyer for the launch of the Spacecraft.

(xxv) "Launch Site Delivery Milestone" shall mean the Milestone pursuant to which Contractor delivers the Spacecraft to the airport associated with the Launch Services, and shall specifically mean the point-in-time at which Contractor transfers physical control of the Spacecraft to the Launch Provider.

(xxvi) "Launch Vehicle" shall mean the launch vehicle on which the Spacecraft is to be launched.

(xxvii) "Licensed Items" shall have the meaning ascribed to it in Section 24(A).

(xxviii) "Lift-Off" shall mean the official time, as indicated by the telemetry or other ground control equipment, at which occurs the physical separation of the launch vehicle and Spacecraft from the ground support equipment due to the launch vehicle rising under its own power. This definition will be adjusted as necessary to be consistent with the Launch Services Agreement and the Insurance.

(xxix)

## REDACTED

(xxx)

## REDACTED

(xxxi) "Major Subcontractor" shall have the meaning ascribed to it in the third recital.

(xxxii) "Milestone" shall mean those items set forth in the column entitled "Milestone Events" in Exhibit F.

(xxxiii) "Option #6" shall have the meaning ascribed to it in clause (a) of Subsection 1(C)(vi).

(xxxiv) "Option #7" shall have the meaning ascribed to it in clause (b) of Subsection 1(C)(vi).

(xxxv) "Option #9" shall have the meaning ascribed to it in clause (c) of Subsection 1(C)(vi).

(xxxvi) "Options" shall mean the aggregation of Option #6, Option #7 and Option #9.

(xxxvii) "Party" or "Parties" shall mean one or both of Contractor and Buyer.

(xxxviii) "Preliminary Design Review" shall have the meaning ascribed to it in Exhibit B.

(xxxix) "Purposes" shall mean a purpose which is related to the launch, insurance, operation or maintenance of the Spacecraft.

(xl) "SES Americom" shall mean SES Americom, Inc., a corporation organized under the laws of Delaware and having its principal place of business at Four Research Way, Princeton, New Jersey.

(xli) "Spacecraft Price" shall mean the price set forth in Item 1 of the table in Section 2(A).

(xlii) "Subcontractor List" is as set forth in Exhibit G.

(xlili) "Subcontractors" shall mean all subcontractors of Contractor at any tier, and shall include Major Subcontractor.

REDACTED

(xlv) "Total Price" shall mean the total price for all items in the table in Section 2(A), provided that, as to the Options, only the prices for those Options that are exercised by Buyer shall be included.

(xlv) "WIP" shall mean all work in progress.

(B) Some terms which are initially-capitalized and appear in this Contract are defined in the Exhibits, and if so shall have the meanings indicated in the Exhibits.

#### Article 30. General Provisions

(A) The Parties hereby agree that they will not, without the prior written approval of the other, which approval will not be unreasonably withheld or delayed, assign or delegate any of their rights, duties, and obligations under this Contract. Notwithstanding the foregoing, no approval by Contractor shall be required for any assignment by Buyer for financing purposes or any of Buyer's affiliates or to SES Global SA or any of its affiliates. Upon such assignment, the assignee shall assume all rights and obligations of the assignor existing under this Contract at the time of such assignment.

(B) Nothing contained in this Contract shall be deemed or construed by the Parties or by any third party to create any rights, obligations or interests in third parties, or to create the relationship of principal and agent, partnership or joint venture or any other fiduciary relationship or association between the Parties.

(C) No failure on the part of either Party to notify the other Party of any noncompliance hereunder, and no failure on the part of either Party to exercise its rights hereunder, shall prejudice any remedy for any subsequent noncompliance with any term or condition of this Contract and shall be limited to the particular instance and shall not operate or be deemed to waive any future breaches or noncompliance with any term or condition. Except as otherwise expressly provided herein, all remedies and rights hereunder and those available in law shall be cumulative and the exercise by a Party of any such right or remedy shall not preclude the exercise of any other right or remedy available under this Contract or in law, provided that the exercise of any such rights or remedies by either Party shall not result in any duplicative recovery by such Party.

(D) Contractor shall comply with all laws dealing with improper or illegal payments, gifts or gratuities, and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Contract.

(E) Unless otherwise agreed in writing by the Party entitled to payment, all transfers of funds in accordance with this Contract from one Party to the other Party shall be sent to the receiving Party by wire transfer of immediately available funds to an account designated by the transferee, and shall be deemed to be made upon receipt.


(F) This Contract (including all Exhibits, the Technical Assistance Agreement between Buyer and Contractor dated December 9, 1999, as may be amended, and the Technical Assistance Agreement to be executed among Buyer, Contractor and Major Subcontractor, as may be amended) constitutes the entire agreement between the Parties and supersedes all prior understandings, commitments and representations between the Parties with respect to the subject matter hereof. It may not be amended, modified or terminated and none of its provisions may be waived, except by a writing signed by an authorized representative of the Party against which the amendment, modification, termination or waiver is sought to be enforced. In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid or unenforceable provision shall be replaced by a provision which, being valid and enforceable, comes closest to the intention of the Parties underlying the invalid or unenforceable provisions. The Parties shall negotiate in good faith to attempt to agree upon any such replacement provision. The paragraph headings herein shall not be considered in interpreting the text of this Contract. All oral and written communications between the Parties shall be conducted in English. This Contract shall be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., excluding its conflict of laws rules.

REDACTED


**Execution**

*In witness whereof, the Parties have duly executed this Contract.*

**SES Global Satellite Leasing Limited**

By:   
Name: Romain Busch  
Title: Director  
Date: April 21, 2006

**Alcatel Alenia Space France**

By:   
Name: Olivier Bédard  
Title: Vice President, North America  
Date: April 21, 2006

Revisions			
Letter	Description	Date	Approved
<p>The information contained herein is proprietary to SES Americom, Inc. (i.e. Buyer's Technical Consultant) and its affiliates. Disclosure or reproduction, in whole or in part, without the written permission of SES Americom, Inc. is prohibited.</p>			
Written For: <b>AMC-21</b>		Contract No.:	For Continuation of Revisions, See Page _____
Issue Date:		SES Americom: Date:	<h2>Spacecraft Bus/System Performance Specification</h2>
Spacecraft Engineering		Director, S/C Engineering	
Program Manager		Director, S/C Operations	
VP Space Systems & Ops		SVP Engineering & Ops	
Contract Date:			<h2>EXHIBIT A1</h2> <p>Page 1 of 41</p>

AMC-21\_ExhibitA1\_BusSpec\_AIOrb\_Clean.doc

pages 8, 11 & 20 updated 4/20/06  
MLD  
RPW

*Richard*  
IC-AP-06

*Reginald*  
4/10/06

*Bill*  
4/10/06

**THIS  
EXHIBIT  
REDACTED  
IN ITS  
ENTIRETY**

Revisions			
Letter	Description	Date	Approved
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Written For: <b>AMC-21</b>		Contract No.:	For Continuation of Revisions, See Page _____
Issue Date:		SES Americom: Date:	<b>Ku-Band Performance                      Specification                       FSS Satellite</b>
Spacecraft Engineering		Director, S/C Engineering	
Sat. Market Development		Customer Engineering	
Program Manager		VP Space Systems & Ops	
Contract Date:		<b>EXHIBIT A2</b>	
Page 1 of 35			

AMC21\_ExhibitA2\_KuBand\_Clean.doc

*Richard*  
 10 April 06  
*Will T. ...* 4/10/06  
*Doug ...* 4/10/06  
 FVL



**THIS**  
**EXHIBIT**  
**REDACTED**  
**IN ITS**  
**ENTIRETY**

Revisions			
Letter	Description	Date	Approved
<b>U.S. EXPORT CONTROLLED INFORMATION</b>			
<p>This document contains technical data as defined in the applicable US Export Control Regulations. Export of this material is restricted by those regulations. This material is not to be exported to foreign persons without appropriate export authority (e.g. an export license or other approval issued by the US Government).</p>			
<p>The information contained herein is proprietary to SES Americom, Inc. (i.e. Buyer's Technical Consultant) and its affiliates. Disclosure or reproduction, in whole or in part, without the written permission of SES Americom, Inc. is prohibited.</p>			
Written For: <b>AMC-21</b>		Contract No.	For Continuation of Revisions, See Page _____
Issue Date:	SES Americom:	<b>Statement of Work</b>	
	Date:		
Spacecraft Engineering	Director, S/C Engineering		
Director, S/C Operations	Manager, Quality Assurance		
Program Manager	VP Space Systems & Ops	<b>EXHIBIT B</b>	
Contract Date:		Page 1 of 51	

AMC21\_ExhibitB\_SOW\_Clean.doc

je 8 updated 4/20/06  
MLD  
RHW

*Richard*  
10 - Apr 06

*Bill D...* 4/10/06

*Jeff / Dave* 4/10/06

**THIS**  
**EXHIBIT**  
**REDACTED**  
**IN ITS**  
**ENTIRETY**

Revisions			
Letter	Description	Date	Approved
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Written For: <b>AMC-21</b>		Contract No.:	For Continuation of Revisions, See Page _____
Issue Date:	SES Americom: Date:	<p><b>Launch Service Provider Documentation &amp; Review Support</b></p>	
Spacecraft Engineering	Director, S/C Engineering		
Manager, Launch Vehicles	Manager, Quality Assurance		
Program Manager	VP Space Systems & Ops		
Contract Date:		Page 1 of 11	

AMC21\_ExhibitE\_LVSpec\_Clean.doc

*Reviewed*  
10<sup>th</sup> Apr 06

*Bill P. Shu* 4/10/06  
*Greg H. Hest* 4/10/06

**THIS  
EXHIBIT  
REDACTED  
IN ITS  
ENTIRETY**

Revisions			
Letter	Description	Date	Approved
First Written For: <b>AMC-21</b>	Contract No.:	For Continuation of Revisions, See Page _____	
Issue Date: 20 April 2006	Approved:	<b>Milestone Payment Plans and Termination Liability Tables – AMC-21</b>  <b>EXHIBIT F</b>	
Written:	Approved:		
Date:	Date:		

**THIS  
EXHIBIT  
REDACTED  
IN ITS  
ENTIRETY**

Revisions			
Letter	Description	Date	Approved
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;">                     The information contained herein is proprietary to SES Americom (i.e. Buyer's Technical Consultant) and its affiliates. Disclosure or reproduction, in whole or in part, without the written permission of SES Americom is prohibited.                 </div>			
Written For: <b>AMC-21</b>		Contract No.:	For Continuation of Revisions, See Page _____
Issue Date:		SES:	<b>Subcontractor List</b>
		Date:	
Spacecraft Engineering	Director, S/C Engineering		
Quality Engineering	Manager, Quality Assurance		<b>EXHIBIT G</b>
Program Manager	VP Space Systems & Ops		
Contract Date:			<u>Page 1 of 3</u>

*Handwritten:* Bill P. De 4/20/06  
 Peter P. [Signature] 4/20/06



**THIS  
EXHIBIT  
REDACTED  
IN ITS  
ENTIRETY**