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October 28, 2014

Jose Albuquerque  
Chief, Satellite Division-International Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554

**Re:** Skynet Satellite Corporation – Milestone Showing for  
Telstar 12 Vantage Satellite ("Telstar 12V") at 15° W.L.

Dear Mr. Albuquerque:

Skynet Satellite Corporation ("Skynet") has filed an application for authority to launch and operate Telstar 12V (the "Application").<sup>1</sup> Skynet demonstrates herein that the first three of the Commission's four milestones for geostationary orbit ("GSO") satellite systems already have been satisfied for Telstar 12V.<sup>2</sup> In keeping with the Commission's policies, the amount of the bond Skynet will be required to post when the Telstar 12V Application is granted should be reduced by \$750,000 for each milestone that has been satisfied.<sup>3</sup>

As stated below, certain of the materials Skynet is submitting in support of its milestone showing have been redacted. Skynet is submitting non-redacted copies of these materials separately, accompanied by a request for confidential treatment.

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<sup>1</sup> File Number: SAT-LOA-20141010-00107

<sup>2</sup> See 47 C.F.R. § 25.164.

<sup>3</sup> See 47 C.F.R. § 25.165(d).

## I. THE TELSTAR 12V CONTRACT DEMONSTRATES THAT THE FIRST MILESTONE FOR TELSTAR 12V HAS BEEN SATISFIED.

Telesat is including with this milestone showing: (1) a redacted copy of a contract between Telesat Luxembourg S.à r.l. (“Telesat Luxembourg”) and Astrium SAS, now known as Airbus Defence & Space (“Airbus”), for construction of Telstar 12V<sup>4</sup>; and (2) redacted copies of two Change Notices that have been executed in connection with that contract (the Change Notices, collectively with the contract as originally executed, are referred to herein as the “Telstar 12V Contract”). Telesat Luxembourg and Skynet are each directly or indirectly wholly-owned subsidiaries of Telesat Canada.

The Telstar 12V Contract satisfies the first GSO milestone, which is to “[e]nter into a binding non-contingent contract to construct the licensed satellite system.”<sup>5</sup> The Telstar 12V Contract by its terms is binding and non-contingent and, as stated in the attached certifications, is in full force and effect.

The fact that the Telstar 12V Contract is in the name of an affiliate of Skynet, Telesat Luxembourg, rather than in the name of Skynet itself, is irrelevant for purposes of satisfying the milestone. The Commission has held that “a direct contractual relationship between the entity holding an authorization and a satellite manufacturer is not generally required.”<sup>6</sup> The Commission, moreover, 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.”<sup>7</sup>

The International Bureau has 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>8</sup> Accordingly, Skynet may rely upon the satellite construction contract entered into by Telesat Luxembourg in order to meet the first GSO milestone.

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<sup>4</sup> Telstar 12V is referred to in the contract by its original name, “Telstar 12N.”

<sup>5</sup> 47 C.F.R. § 25.164(a)(1).

<sup>6</sup> *TMI Communications and Company, Limited Partnership*, Memorandum Opinion and Order, FCC 04-144 (rel. June 29, 2004) (“*TMI Order*”) at ¶ 36 (citations omitted).

<sup>7</sup> *Id.*

<sup>8</sup> *See id.* at ¶ 8; *KaStarCom World Satellite, LLC, Order and Authorization*, 18 FCC Red 22337, 22339 n.16 (Int'l Bur. 2003).

## II. THE CDR MATERIALS SKYNET HAS SUBMITTED DEMONSTRATE THAT THE SECOND MILESTONE FOR TELSTAR 12V HAS BEEN SATISFIED.

The second GSO milestone is to “[c]omplete the critical design review of the licensed satellite system.”<sup>9</sup> The International Bureau’s guidance for demonstrating compliance with this milestone indicates that authorized entities should be prepared, upon request, to submit any or all of the following items of information:

1. The documentation package prepared for payload subsystem CDR and the resulting CDR Report and Actions Items list.
2. Evidence of payment up through the date of CDR, either through copies of cancelled checks or a letter signed by the authorized entity certifying the amount and dates of those payments; and
3. Any revisions to the satellite manufacturing contract, whether modified, amended, or rescinded and replaced, or that reflect contractual arrangements in any way different from the contract previously submitted to the Commission to show compliance with the milestone for entering into a satellite manufacturing agreement.”<sup>10</sup>

Skynet’s submission conforms to this guidance and, therefore, satisfies the second milestone. More specifically:

- Skynet is submitting the data packet for the completed payload subsystem CDR, including (as detailed in the non-redacted copy of that package submitted separately for confidential treatment) an action items list derived from that review;
- Skynet is providing documentary evidence of wire payment for the invoice associated with the completion of the payload subsystem CDR milestone<sup>11</sup> as well as certifications from both Skynet and the manufacturer that all payments under the Telstar 12V Contract to date, including for the completion of the payload subsystem CDR milestone, have been made; and
- Skynet is submitting all revisions (two Change Notices) to the Telstar 12V Contract and certifications from Skynet and the manufacturer that no other modifications or amendments have been made and that the Telstar 12V Contract has not been rescinded or replaced.

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<sup>9</sup> 47 C.F.R. §164(a)(2).

<sup>10</sup> *Public Notice, The International Bureau Provides Guidance Concerning the Critical Design Review Milestone Requirement*, DA 04-787 (Mar 25 2004).

<sup>11</sup> Skynet stands ready to submit copies of earlier invoices and evidence of wire payment of those invoices if requested.

### III. THE PHOTOGRAPHS, MANUFACTURER'S CERTIFICATION, AND PROGRESS REPORT SKYNET HAS SUBMITTED DEMONSTRATE THAT THE THIRD MILESTONE FOR TELSTAR 12V HAS BEEN SATISFIED.

The third GSO milestone is to “[b]egin the construction of the satellite.”<sup>12</sup> There is no precise formula for satisfying this milestone, but the Commission has stated that “when establishing compliance with the commence physical construction milestone licensees typically submit photographs of satellite components that have been delivered to or made by the manufacturer and are clearly identified for use with the licensed satellite and evidence that they have made all payments to date under the manufacturing contract.”<sup>13</sup>

Skynet’s showing is consistent with these principles. Skynet is submitting photographs of the satellite under construction, showing: (1) its chemical propulsion core halves; (2) its communications module; (3) its communications module Y wall with DC harness; (4) its communications module central structure; and (5) its service module. These photographs demonstrate that physical construction of the satellite, including the integration of non-off-the-shelf parts, has commenced and is well along. Skynet also is submitting a copy of the relevant portion of the manufacturer’s July 2014 Quarterly Progress Report, which (as shown in the non-redacted copy of that package submitted separately for confidential treatment) provides details on the progress of construction, and certifications verifying that all payments owed to date under the Telstar 12V Contract have been made.

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<sup>12</sup> 47 C.F.R. § 25.164(a)(3).

<sup>13</sup> *Report and Order, Comprehensive Review of Licensing and Operating Rules for Satellite Services*, 28 FCC Rcd. 12403, 12420, n.99 (2013), citing *ATCONTACT Communications, LLC*, Order, 25 FCC Rcd 7567, 7570 (2010). See also Policy Branch Information, *Public Notice*, Report No SAT-00610, 24 FCC Rcd 7703 (2009) (finding that Intelsat LLC commenced physical construction of its satellite based on certifications that all payments under the contract had been made to date and photographs of the satellite under construction); Policy Branch Information, *Public Notice*, Report No. 07-00476, 22 FCC Rcd 18392 (2007) (finding that Loral Skynet Corporation commenced physical construction based on photographs showing propulsion equipment integrated with the satellite structure, and declarations from the spacecraft manufacturer that the manufacturing contract remained in effect, that all payments due had been made, and that 70 percent of the flight equipment was constructed).

#### IV. CONCLUSION

The foregoing demonstrates that Skynet has satisfied the first three milestones for GSO satellites. Accordingly, and for the reasons stated herein, when the Telstar 12V Application is granted the amount of the bond Skynet will be required to post should be reduced by \$750,000 for each of the three milestones.

Respectfully submitted,

/s/ Joseph A. Godles  
Joseph A. Godles  
Counsel for Skynet Satellite Corporation

**ATTACHMENT 1**

**REDACTED**

**TELSTAR 12N Satellite**

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**(REDACTED COPY)  
CONTRACT BETWEEN**

**ASTRIUM SAS**

**AND**

**TELESAT LUXEMBOURG S.À R.L.**

**FOR**

**TELSTAR 12N SATELLITE**

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**REDACTED**

**Astrium and Telesat Proprietary**

**REDACTED**

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<b>APPENDIX 6A</b>	<b>CONTRACTOR PARENTAL GUARANTEE</b>

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THIS CONTRACT, made and entered into this 24<sup>th</sup> day of July, 2013 by and between:

Telesat Luxembourg S.à r.l., a company existing under the laws of Luxembourg and having its head office at 121, Avenue de la Faïencerie, L-1511 Luxembourg, Grand Duchy of Luxembourg ("Telesat")

THE PARTY OF THE FIRST PART

AND

Astrium SAS, a Société par Actions Simplifiée, registered under number 393 341 516 RCS Nanterre with capitalisation of €16,587,728 and having its registered office at 12, rue Pasteur, 92150 Suresnes, France, acting through its business unit Astrium Satellites located at 31 rue des Cosmonautes, 31402 Toulouse, France (the "Contractor")

THE PARTY OF THE SECOND PART

WHEREAS Telesat desires to procure ONE (1) communications Satellite equipped with a FORTY EIGHT (48) Ku-band active transponder (including four (4) spares) payload, and ONE (1) Ka-band active transponder payload, to be known as the Telstar 12N Satellite, and auxiliary services, subject to the terms and conditions hereof;

WHEREAS the Contractor desires to supply such Satellite and auxiliary services in accordance with the terms and conditions hereof.

NOW THEREFORE THIS CONTRACT WITNESSETH THAT, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

**Astrium and Telesat Proprietary**

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## 1.0 INTERPRETATION

1.1 This Contract consists of these terms and conditions, APPENDIX 1, Payment Milestone Schedule; APPENDIX 2, Insurance Schedule; APPENDIX 3, Bill of Sale; APPENDIX 4A, Pre-Shipment Certificate; APPENDIX 4B, Launch Certificate; APPENDIX 5, Government Approvals; APPENDIX 6A, Contractor Parental Guarantee; [REDACTED] and the following listed ATTACHMENTS:

- 1) ATTACHMENT 1 Statement of Work ("SOW") dated 9<sup>th</sup> July 2013
- 2) ATTACHMENT 2 Spacecraft Performance Requirements  
Part I: Spacecraft Performance Requirements dated 9<sup>th</sup> July 2013  
Part II: Communications Subsystem Performance Requirements dated 10<sup>th</sup> July 2013  
Part III: Bus Performance Requirements dated 9<sup>th</sup> July 2013
- 3) ATTACHMENT 3 Spacecraft Performance Verification Requirements dated 7<sup>th</sup> June 2013  
Appendix A: Communications Test Requirements dated 10<sup>th</sup> July 2013
- 4) ATTACHMENT 4 Spacecraft Product Assurance Requirements dated 7<sup>th</sup> June 2013
- 5) ATTACHMENT 5 Satellite Control and Operations Requirements dated 7<sup>th</sup> June 2013
- 6) ATTACHMENT 6 Satellite Control and Operations Product Assurance Requirements dated 7<sup>th</sup> June 2013

1.2 In the event of any conflict or inconsistency among the provisions of the various parts of this Contract, including the APPENDICES and ATTACHMENTS attached to and incorporated into this Contract, such conflict or inconsistency shall be resolved by giving precedence to the terms and conditions of this Contract and its APPENDICES, without the Attachments, in the order listed in Paragraph 1.1 herein, and then to the ATTACHMENTS in the order listed in Paragraph 1.1 herein.

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- 1.3 The Article and Paragraph headings are for convenience of reference only and shall not be considered in interpreting the text of this Contract. This Contract has been negotiated by the Parties and any legal or equitable principles that might require the construction of this Contract or any provision of this Contract to be interpreted against the Party drafting this Contract will not apply in any construction or interpretation of this Contract.
- 1.4 Where the context so requires, words in the singular include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders and vice versa, and references to persons shall also include corporations.
- 1.5 In this Contract, unless the context otherwise requires, the following terms shall have the meaning stated hereunder:
- 1) "Affiliate" means, with respect to any person, any other person i) directly or indirectly controlling (including all directors, officers, members and partners of such person), controlled by, or under direct or indirect common control with, such person, or ii) that directly or indirectly owns more than FIFTY PERCENT (50%) of any class of voting or equity securities of such person. A person shall be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person whether through the ownership of voting securities or voting interests, by contract or otherwise. For the purposes of this Contract, Telesat shall not be deemed to be an "Affiliate" of the Contractor, nor shall the Contractor be deemed to be an "Affiliate" of Telesat.
  - 2) "Constructive Total Loss" shall have the meaning given to it in the applicable launch and in-orbit insurance or any replacement insurance policy, or if no launch and in-orbit Insurance is procured by Telesat, means the failure of the Spacecraft to meet the Spacecraft Performance Requirements such that NINETY PER CENT (90%) or more of the total payload capacity or Service Life is lost.
  - 3) "Consultant(s)" means a person or organization retained by Telesat to assist Telesat and who has been approved by the Contractor, which approval shall not be unreasonably withheld or delayed, and has agreed to be bound by a non-disclosure agreement in accordance with the confidentiality provisions of ARTICLE 32.0, RELEASE OF INFORMATION AND CONFIDENTIALITY and ARTICLE 12.0, ACCESS TO WORK IN PROGRESS.

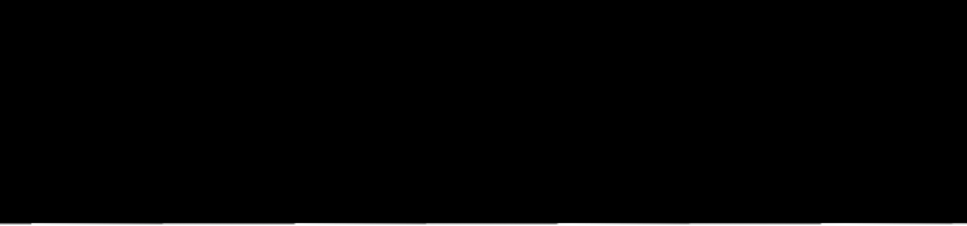
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- 4) "Contract" means this contract, including any amendments made pursuant to ARTICLE 26.0, AMENDMENTS, herein and embodying the agreement between the Contractor and Telesat and including the APPENDICES and ATTACHMENTS annexed hereto and made a part of this Contract.
- 5) "Contract Price" means the total amount expressed in this Contract to be payable to the Contractor for the specified performance of the Work, excluding Performance Incentive payments, such Contract Price to include, where applicable, all design and development, all charges for employer's compensation, charges for all required insurance, shipping costs and all other assessments, except only as specifically excluded in ARTICLE 4.0, CONTRACT PRICE.
- 6) "Day" in the context of Performance Incentive payments, means a continuous TWENTY-FOUR (24) hour period commencing at 0001 Greenwich Mean Time. For all other purposes it shall mean a TWENTY-FOUR (24) hour period commencing at the occurrence of an event. "Business Day" shall mean a Day on which Telesat and the Contractor are open for business, excluding Saturday, Sunday and a Day on which banking institutions in Luxembourg are required or authorized to be closed.
- 7) 
- 8) "Deliverable Item" means any item to be delivered under this Contract and defined in the ATTACHMENTS.
- 9) "Designated Launch Agency" means the organization selected by Telesat to perform launch services, including furnishing the Launch Vehicle, equipment and facilities for the purpose of launching the Spacecraft into orbit.
- 10) "Designated Launch Site" means the launch facility provided by Telesat's Designated Launch Agency, including any off-site processing facility.
- 11) "Designated Orbital Position" means the longitudinal position in degrees from Greenwich at which Telesat intends to locate and operate the Satellite.
- 12) "Dollars" or "\$" means a dollar of United States currency, unless otherwise specified.

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- 13) "EDC" means the effective date of this Contract, as specified in Paragraph 35.1.
- 14) "Equipment" means individual assemblies, parts thereof and complete systems.
- 15) "Government Approvals" means any permit, license or approval of any government, governmental department or agency or relevant regulatory authority required for the performance of this Contract.
- 16) "In-Orbit Test" ("IOT") is as defined in ATTACHMENT 3, SPACECRAFT PERFORMANCE VERIFICATION REQUIREMENTS.
- 17) 
- 18) "Intentional Ignition" shall be as defined in the launch and in-orbit insurance procured by Telesat, or if Telesat does not procure such insurance or there is no definition of "Intentional Ignition" in such insurance, means the ignition of the first-stage engine(s) of the Launch Vehicle that has been integrated with the Satellite. Intentional Ignition can be followed by either (i) Launch or (ii) Launch Termination (as defined in Paragraph 14.1.2). ***THIS DEFINITION MAY CHANGE AS A RESULT OF THE SELECTED LAUNCH VEHICLE.***
- 19) "Launch" shall be as defined in the launch and in-orbit insurance procured by Telesat, or if Telesat does not procure such insurance or there is no definition of "Launch" in such insurance, means Intentional Ignition followed by physical separation from the launch pad and the ground support equipment or (ii) Total Loss or destruction of the Satellite and/or the Launch Vehicle. ***THIS DEFINITION MAY CHANGE AS A RESULT OF THE SELECTED LAUNCH VEHICLE.***
- 20) Reserved
- 21) "Launch Vehicle" means the launch vehicle by which the Satellite is launched into space.
- 22) "Partial Loss" shall have the meaning given to it in the applicable launch and in-orbit insurance or any replacement insurance policy, or if no launch and in-orbit insurance is procured by Telesat, means any loss or failure of the Spacecraft to meet the Spacecraft Performance Requirements that is not a Total Loss or Constructive Total Loss.

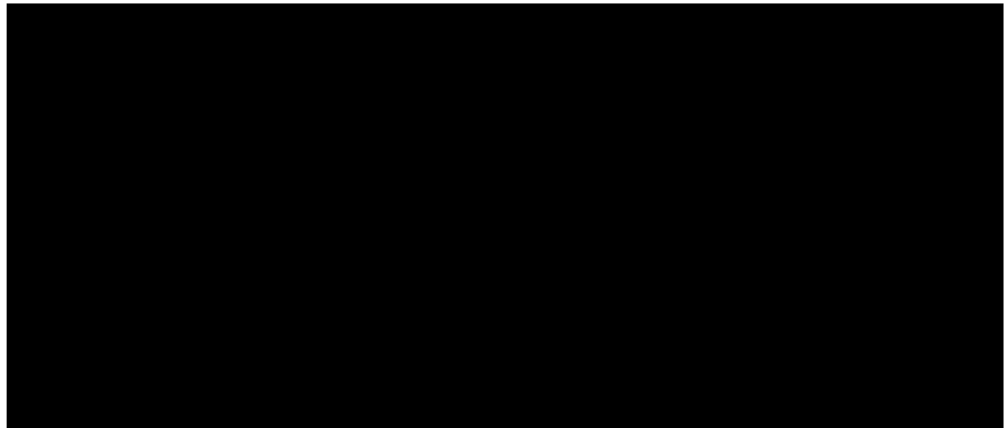
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25) "Satellite" shall be interchangeable with the term Spacecraft and have the same meaning.

26) "Service Life," for the purpose of Performance Incentive payments, means the FIVE THOUSAND FOUR HUNDRED AND SEVENTY-EIGHT (5,478) Day period (FIFTEEN (15) years) following Final Acceptance or Qualified Acceptance of the Satellite.

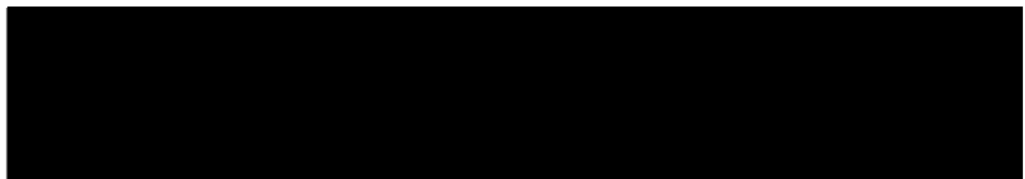
27) "Software" means data in machine-readable form (object code) which does not include source code which is delivered under this Contract.

28) "Spacecraft" shall mean the Telstar 12N Satellite provided under this Contract.

29) "Subcontractor" means a person, firm, corporation or business entity which has been awarded a subcontract by the Contractor to provide a portion of the Work covered by this Contract.

30) "Successfully Injected" means that at the time of separation from the Launch Vehicle, the transfer orbit perigee altitude error, apogee altitude error, inclination error, argument of perigee error, Spacecraft attitude, and Spacecraft spin are within or equal to  $\pm 3$  sigma limits of their specified values; and the Spacecraft has not suffered damage as a consequence of a failure or malfunction of the Launch Vehicle or other occurrence that is not the fault of the Contractor. Damage to the Spacecraft following separation from the Launch Vehicle but caused by the Launch Vehicle shall be deemed to have occurred prior to separation from the Launch Vehicle.

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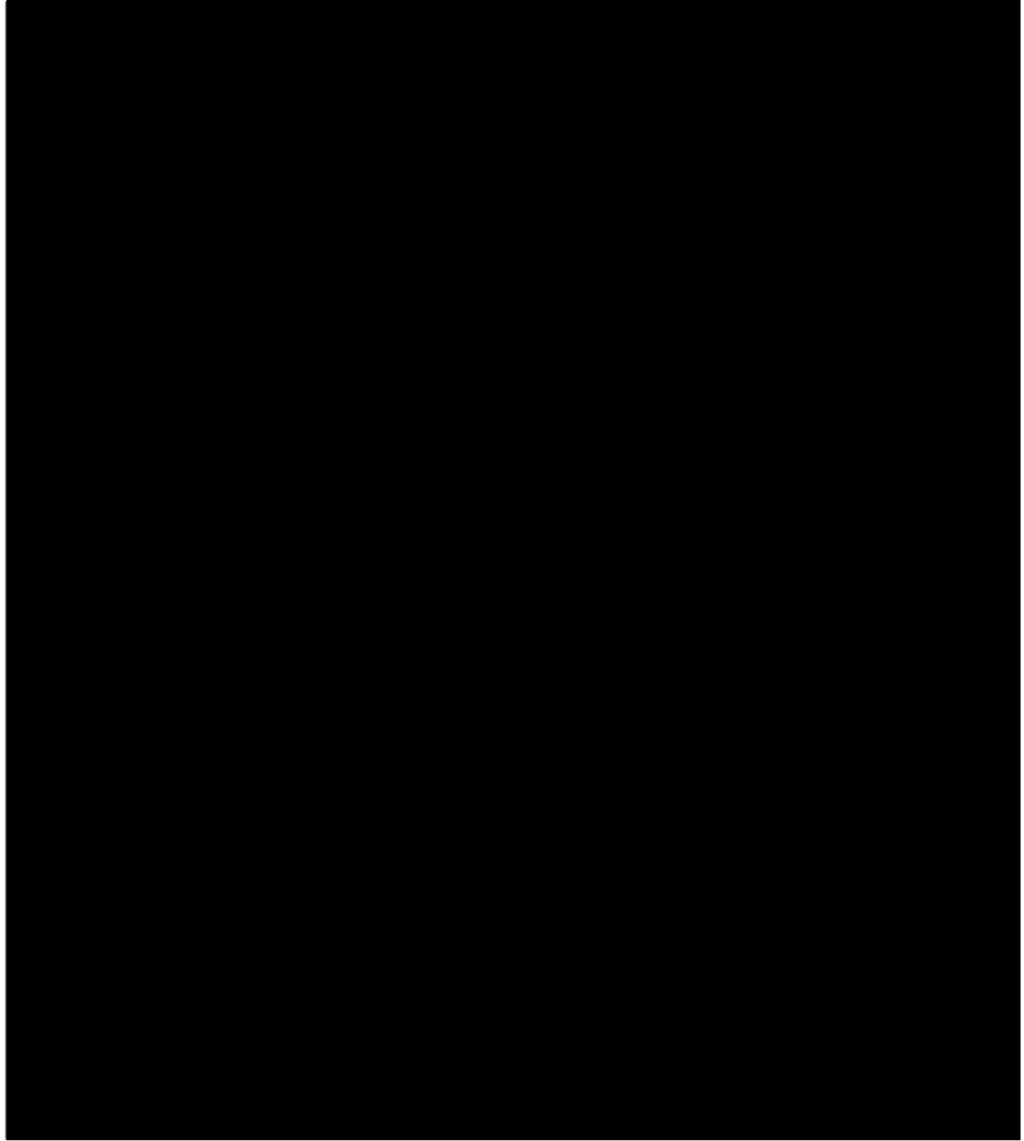
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- 34) "Telstar 12N Satellite Program" means the program to provide a broadcasting and telecommunications system, of which the Work under this Contract is a part.
- 35) "Total Contract Price" is the sum of the Contract Price and all Performance Incentive payments.

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- 36) "Total Loss" shall have the meaning given to it in the applicable launch and in-orbit insurance or any replacement insurance policy, or if no launch and in-orbit insurance is procured by Telesat, means the complete loss, destruction, or failure of the Spacecraft.
- 37) "Vendor-Provided Software" means the proprietary computer software program in object code form and related documentation developed by vendors and delivered under the Contract with the ground control equipment, if required.
- 38) "Work" means all labour, services, acts, including tests to be performed, and materials, articles, data, documentation, and developments, Equipment, matters and things to be furnished and rights to be transferred by the Contractor or Subcontractor(s) under this Contract, or any contract or sub-contract entered into by the Contractor or Subcontractor(s).

## 2.0 SCOPE OF WORK

2.1 Subject to the terms and conditions of this Contract (including any Options), the Contractor shall sell and Telesat shall purchase ONE (1) Satellite, to be designated Telstar 12N, having a Ku-Band and a Ka-Band payload, and the Contractor shall furnish and perform the other elements of the Work for the purpose of such sale. The Contractor shall furnish the Work in accordance with the provisions of this Contract, including all ATTACHMENTS. The major elements of the Work include the following:

- 1) ONE (1) Spacecraft designated TELSTAR 12N to be located at 15° West longitude, designed, manufactured, in-plant tested, prepared for Launch, integrated with the Launch Vehicle furnished by Telesat, in-orbit tested, meeting the performance requirements detailed in ATTACHMENT 2, SPACECRAFT PERFORMANCE REQUIREMENTS, and presented for acceptance on-orbit;
- 2) TWO (2) Satellite Simulators for the Spacecraft, as detailed in Section 11.4 of ATTACHMENT 1, STATEMENT OF WORK, meeting the performance requirements detailed in Section 4.0 of ATTACHMENT 5, SATELLITE CONTROL AND OPERATIONS REQUIREMENTS;
- 3) ONE (1) set of Program Documentation each for the Spacecraft, Satellite Simulators and Satellite Operations;

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- 4) Satellite On-Station Operations documentation and data requirements as detailed in Section 2.0 of ATTACHMENT 5, SATELLITE CONTROL AND OPERATIONS REQUIREMENTS;
- 5) Satellite Database as defined in Section 3.0 of ATTACHMENT 5, SATELLITE CONTROL AND OPERATIONS REQUIREMENTS;
- 6) Satellite Operations Training as detailed in Section 5.0 of ATTACHMENT 5, SATELLITE CONTROL AND OPERATIONS REQUIREMENTS;
- 7) Transition Plan as detailed in Section 6.0 of ATTACHMENT 5, SATELLITE CONTROL AND OPERATIONS REQUIREMENTS.
- 8) Provide (as necessary) the temporary use of containers for shipping and storage of the Satellite.
- 9) Provide reasonable office accommodation, in the same building, on the same floor and within the general vicinity of the Telstar 12N Contractor Program Management Office, at no cost to Telesat. The number of Telesat resident technical representatives at the Contractor's facilities shall not exceed SIX (6) personnel. Reasonable office accommodations shall be provided for a total of TEN (10) Telesat personnel visiting the Contractor's facilities for periodic meetings.
- 10) Provide a complete and comprehensive presentation package on the Satellite suitable for presentation to the space insurance brokers and underwriters. The Contractor shall support Telesat with all necessary presentations (oral, written or otherwise), and provide all necessary technical information for the purposes of Telesat purchasing launch and in-orbit insurance directly from the space insurance industry. The Contractor agrees to provide the presentation package within TWO HUNDRED AND SEVENTY (270) Days of the Effective Date of Contract ("EDC") and to attend presentations as requested by Telesat. As required by Telesat, the Contractor shall prepare or review responses to questions from underwriters in a timely manner in support of any insurance placement(s) and/or any insurance claims.
- 11) Accept the role as technical lead and interface with Telesat's selected Designated Launch Agency in accordance with ATTACHMENT 1, STATEMENT OF WORK.
- 12) All documents on the Contract Data Requirements List (CDRL), as detailed in ATTACHMENT 1, STATEMENT OF WORK ("Program Documentation").

2.2 Time shall be of the essence in this Contract.

**Astrium and Telesat Proprietary**

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- 2.3 The Contractor acknowledges that Telesat has appointed its Affiliate, Telesat Canada, to provide certain program management and technical services to Telesat in connection with this Contract. Accordingly, the Contractor agrees to Telesat sharing information flowing from the Contract with such Affiliate subject to the provisions of ARTICLE 32.0, RELEASE OF INFORMATION AND CONFIDENTIALITY, hereof and hereby grants to Telesat a fully paid up, non-exclusive right and license so to do for the purposes identified in ARTICLE 19.0, DATA AND DOCUMENTATION hereof. Telesat shall be liable for the acts, omissions and defaults of Telesat Canada which, if it were a party to this Contract, would cause a breach by Telesat Canada of the obligations contained in this Contract (as if such a breach would be a breach had Telesat committed it itself), and the Contractor's remedies against Telesat hereunder shall equally apply to any such act, omission or default by such Affiliate.

### **3.0 TELESAT'S RESPONSIBILITIES**

- 3.1 Telesat's responsibilities, necessary to enable the Contractor to perform its Work in certain defined areas, are identified in ATTACHMENT 1, STATEMENT OF WORK. The major elements of Telesat's responsibilities include the following:
- a) Provide assistance, as required, to the Contractor in obtaining necessary Governmental Approvals including complying with its obligations under APPENDIX 5, GOVERNMENT APPROVALS.
  - b) Obtain and maintain the necessary orbital location, frequency spectrum and other approvals and licenses to operate the Satellite at the Designated Orbital Position and the orbital location where IOT is conducted, if different.
  - c) Provide notification of the Launch Vehicle within SIX (6) months of the signing of the Contract and of the launch date agreed with the Designated Launch Agency no later than THREE (3) months from the proposed launch date; in addition, making the Launch Vehicle available to the Contractor so as to enable the launch campaign to commence after the Satellite Pre-Shipment Review without interruption to the Work.
  - d) Pay the Contractor in accordance with the terms of this Contract.
  - e) Provide the Contractor with customer furnished items as specified in ATTACHMENT 1, STATEMENT OF WORK (SOW), in this Contract (including launch services) upon the dates specified in this Contract.

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- f) Pay any taxes and duties in accordance with ARTICLE 4.0, CONTRACT PRICE, Paragraph 4.3, as may be applicable.
- g) Use commercially reasonable efforts to procure that the Designated Launch Agency adds the Contractor and its Subcontractors, directors, officers, employees, shareholders, agents and consultants as additional insureds on the third party legal liability insurance taken out by the Designated Launch Agency and advise the Contractor if it does not promptly upon becoming aware of such fact but no later than ONE HUNDRED AND EIGHTY (180) Days prior to Launch.
- h) Use commercially reasonable efforts to procure that its launch and in-orbit insurance policy(ies) are endorsed with a waiver of subrogation in favour of the Contractor and its Subcontractors, directors, officers, employees, shareholders and agents and, if all or any part of such launch and in-orbit insurance is procured through the Designated Launch Agency, using commercially reasonable efforts to procure that the Designated Launch Agency does likewise and advise the Contractor if it does not promptly upon becoming aware of such fact but no later than ONE HUNDRED AND EIGHTY (180) Days prior to Launch.
- i) Making a maximum of FOUR (4) Ku-band tracking stations around the World available for Transfer Orbit Services ("TOS") for the Telstar 12N launch and early orbit phase (LEOP) mission for a maximum period of TEN (10) Days. It is understood that these stations will be made available in their current configurations. Should the Contractor require the stations to be modified to suit the mission all costs associated with the modifications will be charged to the Contractor. Communication lines for the TOS network are not included and will be charged at cost plus [REDACTED] [REDACTED] if provided by Telesat.
- j) Making its Allan Park station available to the Contractor for the In-Orbit Test including its existing complement of test equipment. Should the Contractor require the stations to be modified for the In-Orbit Test or require test equipment that is not included in the stations inventory of test equipment, all costs associated with the modifications or test equipment leasing or purchasing will be charged to the Contractor. In the event that communication lines for In-Orbit Test are required the cost of these lines will be charged at cost plus [REDACTED] [REDACTED] if provided by Telesat.

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3.2 Telesat shall provide written notification to the Contractor as early as practicable as to the identities of its employees and Consultant(s) requiring access to the Work being performed under this Contract.

**4.0 CONTRACT PRICE**


4.1 Telesat shall pay, on an installment basis, the firm fixed price of [REDACTED] as the Contract Price for the purchase of the Satellite and for the performance of all other elements of the Work to be performed under this Contract, to be apportioned in accordance with Table 1 below. Upon the full, satisfactory and timely completion and delivery, as required, of the items of Work specified in this Contract for each Payment Milestone and upon acceptance by Telesat in accordance with the requirements of this Contract, the Contractor shall be entitled to payment by Telesat of each Payment Milestone in accordance with the provisions of ARTICLE 6.0, PAYMENT. The Contractor may receive additional amounts under the Contract as provided for in ARTICLE 7.0, PERFORMANCE INCENTIVES.


4.2 The Contract Price shall comprise the elements in Table 1 below, including any related training and documentation.

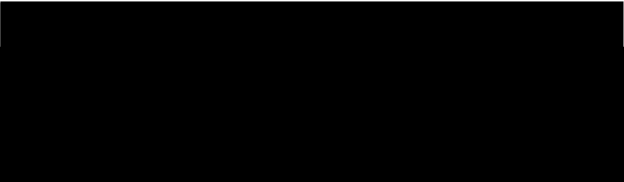
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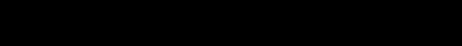
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**Table 1 Price Breakdown**

ITEM	DESCRIPTION	AMOUNT
1	ONE (1) Spacecraft (Telstar 12N) delivered to the Designated Orbital Position, including all program management, documentation, analyses, and, in-orbit testing	
2	TWO (2) Satellite Simulators (SS)	
3	Documentation and Transition Plan	
4	Training	
	<b>CONTRACT PRICE</b>	
	Performance Incentives	
	<b>TOTAL CONTRACT PRICE</b>	

Note 1: The amount identified in Table 1 above for Performance Incentives represents the present value at Final or Qualified Acceptance and is subject to interest at a rate of  per month compounded which interest has been included in the amount stated in ARTICLE 7.0, PERFORMANCE INCENTIVES.

Note 2: The Contract Price and Total Contract Price assume the Ariane 5 Launch Vehicle. In the event that a Launch Vehicle other than Ariane 5 is selected by Telesat, item 1 above will be subject to an increase of 

 Payment of the applicable amount shall be made THIRTY (30) Days following the Pre-Shipment Review. In addition, if H2A 204 KOHDO-KA is selected, the Spacecraft final delivery date shall be increased by SEVEN (7) Days, and if Sea Launch is selected, the Spacecraft final delivery date shall be increased by TWENTY ONE (21) Days.

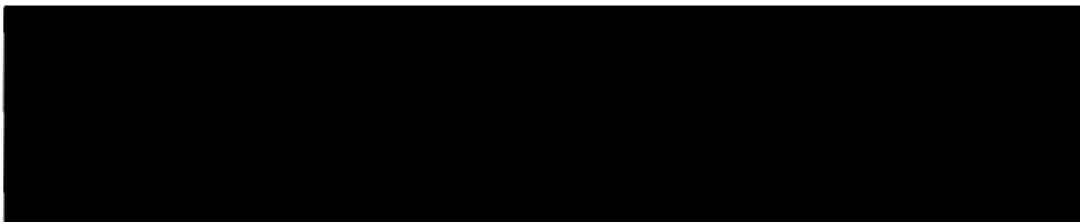
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- 4.3 The Contract Price stated herein includes all charges for insurance, including workers compensation/employers liability insurance, all risks and transit insurance prior to Intentional Ignition with respect to the Satellite and Final Acceptance with respect to other Deliverable Items, shipping costs and all other assessments, and including all applicable duties and taxes levied outside Canada, Luxembourg and the country of Launch. The Contractor shall pay any duty and tax levied by any government or governmental department or agency or any regulatory authority as may be required by law to be paid in the performance of this Contract outside Canada and Luxembourg (subject to Paragraph 4.4 below) except for any taxes and duties associated with the import of the Satellite and the temporary importation of equipment onto the Designated Launch Site. Except as provided in Paragraph 4.4 below, any taxes and duties levied in Canada or Luxembourg and/or any duties associated with the import of the Satellite and the temporary importation of equipment onto the Designated Launch Site shall be paid and borne by Telesat.
- 4.4 The Contractor is liable for, any income or capital taxes levied by Canada, Luxembourg or any province, municipality or other level of government thereof on the Contractor or its Subcontractors or its Affiliates, or on the employees of any such entity. Any taxes and duties levied in Canada or Australia associated with the permanent or temporary importation of any equipment required for Transfer Orbit Services (TOS) or In-Orbit Test shall be paid and borne by the Contractor.
- 4.5 In the event that H2A 204 KOHDO-KA is the Launch Vehicle, if, when the Satellite is weighed at or near to the completion of the Pre-Shipment Review, the dry mass of the Spacecraft plus the maximum propellant load permitted by the Designated Launch Agency results in a predicted Satellite lifetime of less than FIFTEEN (15) years, using the method for calculating such predicted Satellite lifetime in ATTACHMENT 2, SPACECRAFT PERFORMANCE REQUIREMENTS, PART 1 SPACECRAFT PERFORMANCE REQUIREMENTS, Section 4.8, Propellant Load, Subsection 2, the Contractor shall pay Telesat, as Telesat's sole remedy for such reduced Satellite lifetime, within THIRTY (30) Days of receipt of invoice from Telesat, the following amounts:



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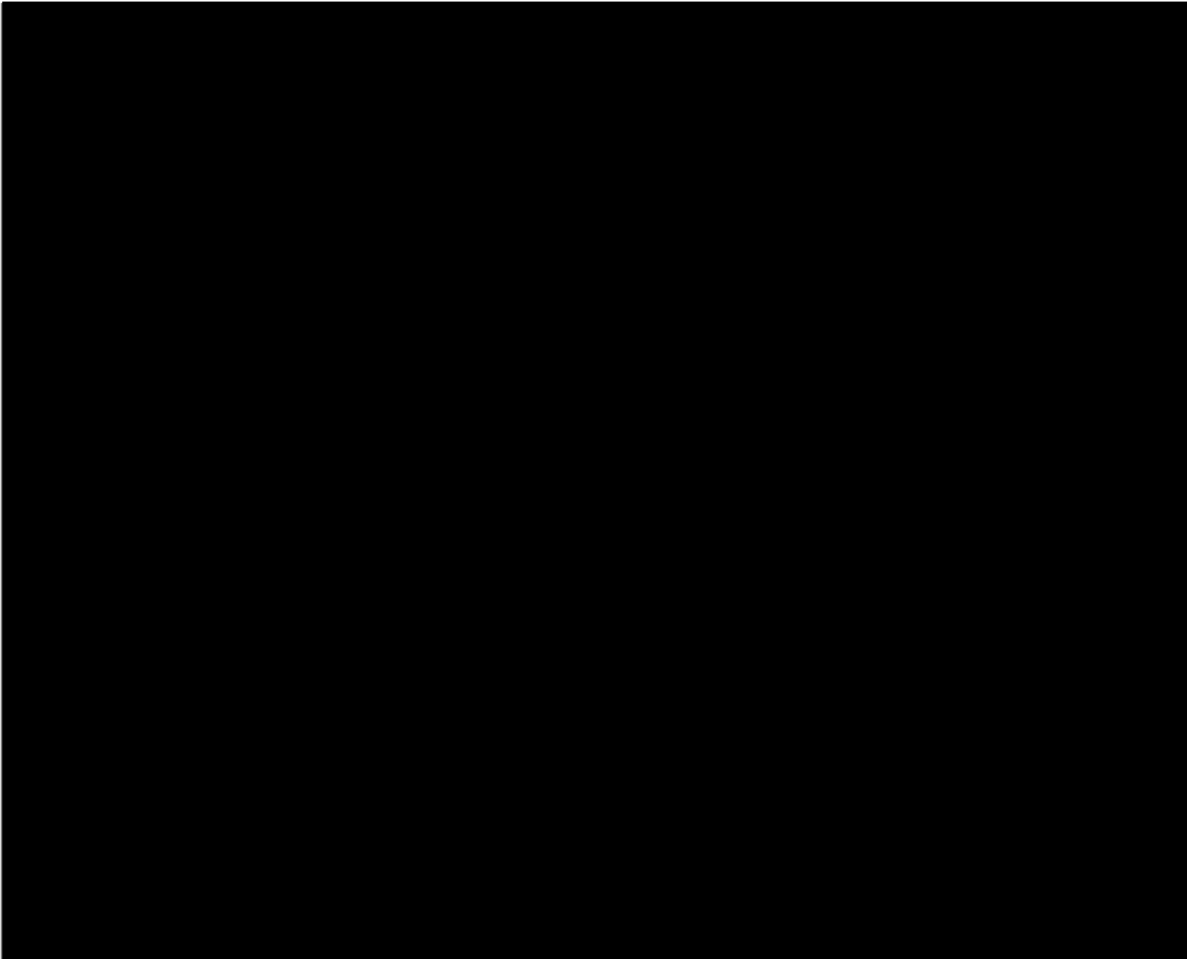
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In the event that the Contractor pays any sums to Telesat pursuant to this Paragraph 4.5, the provisions of this Contract, including ARTICLE 7.0, PERFORMANCE INCENTIVES, shall be amended accordingly to reduce the Service Life over which Performance Incentives are earned to that calculated pursuant to the provisions of this Paragraph.

4.6 Where the Launch Vehicle is Ariane 5, Proton or Sea Launch, the Contractor agrees to fully load the Satellite fuel tanks at no cost to Telesat.

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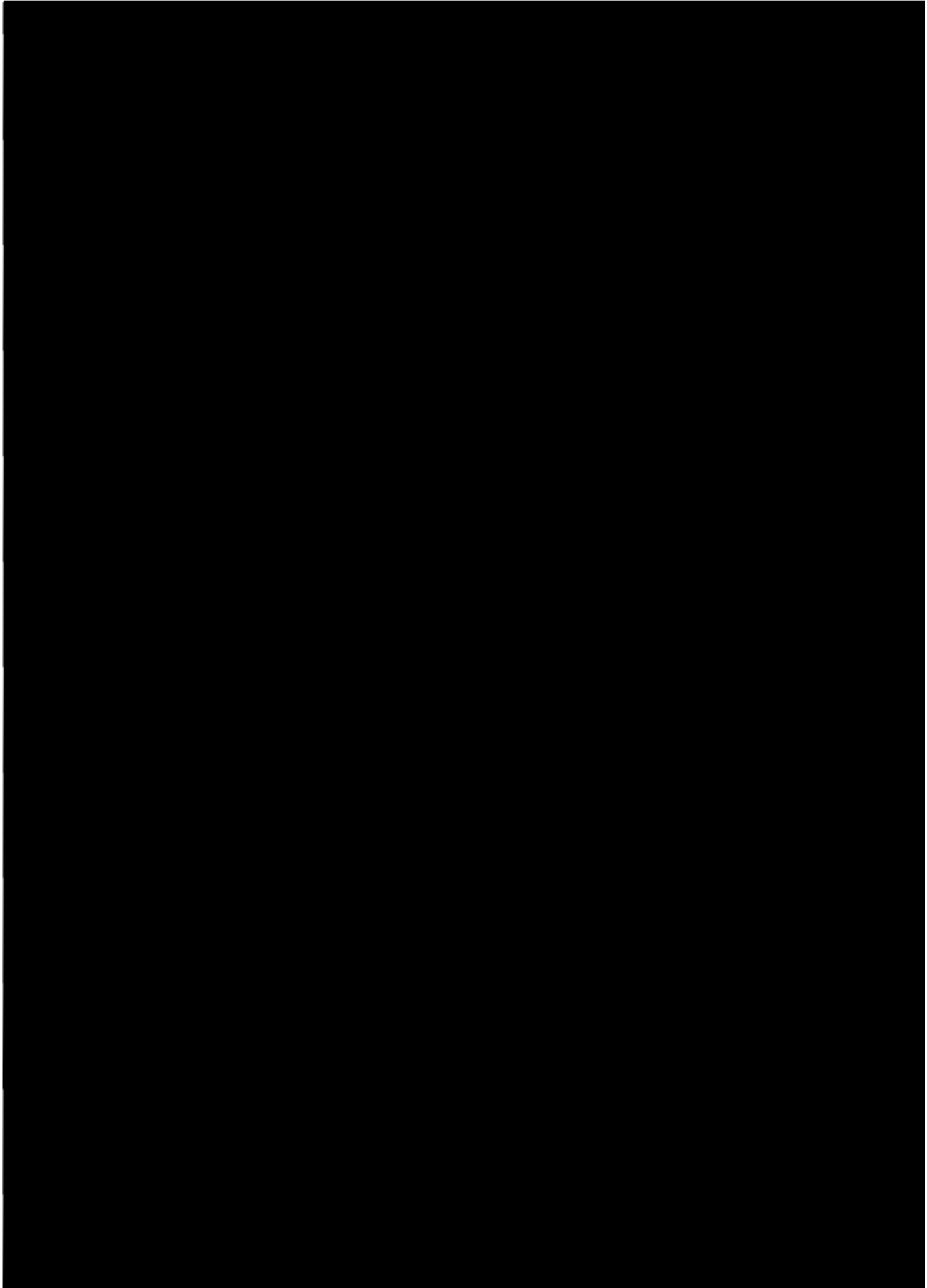


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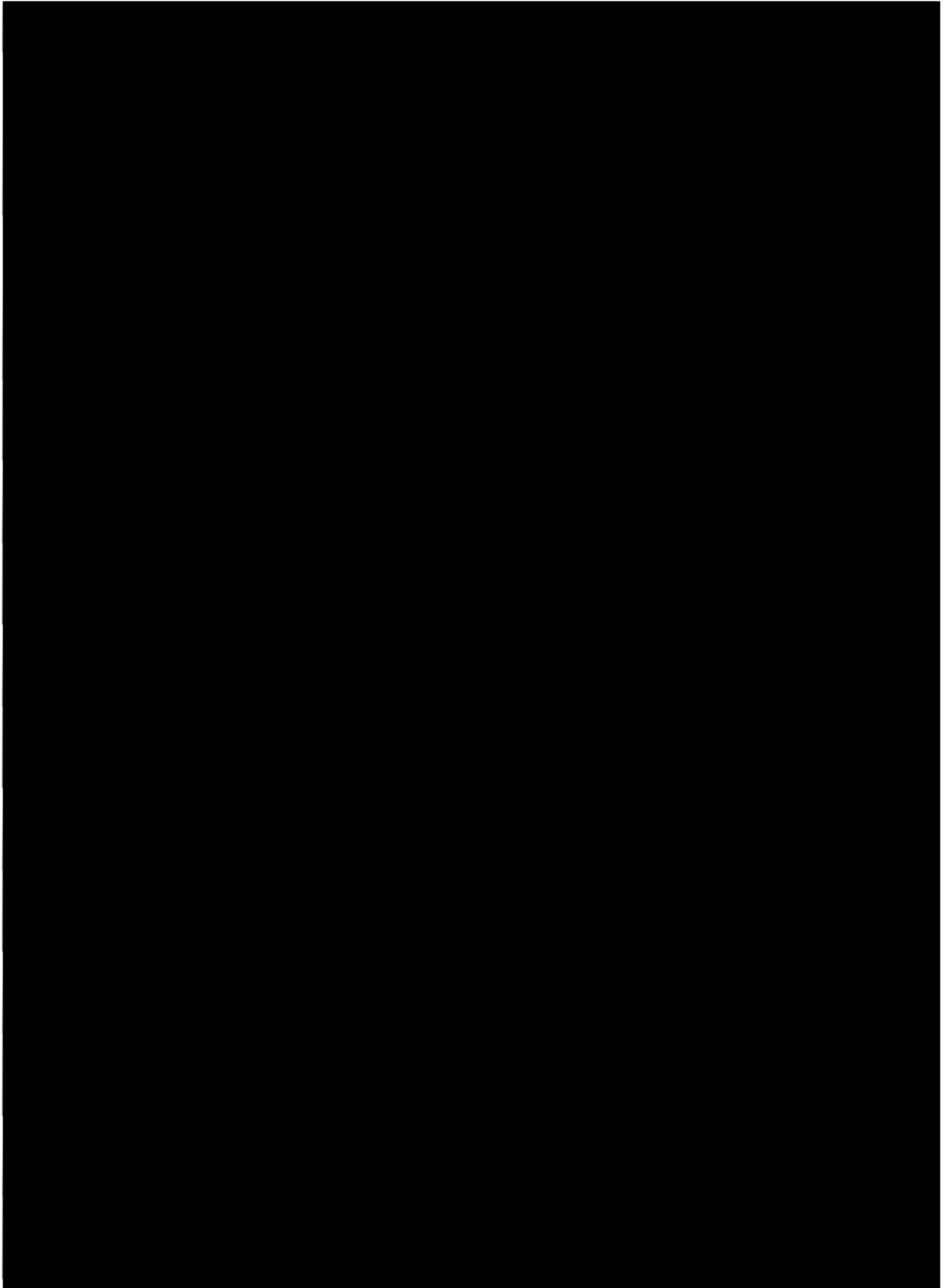
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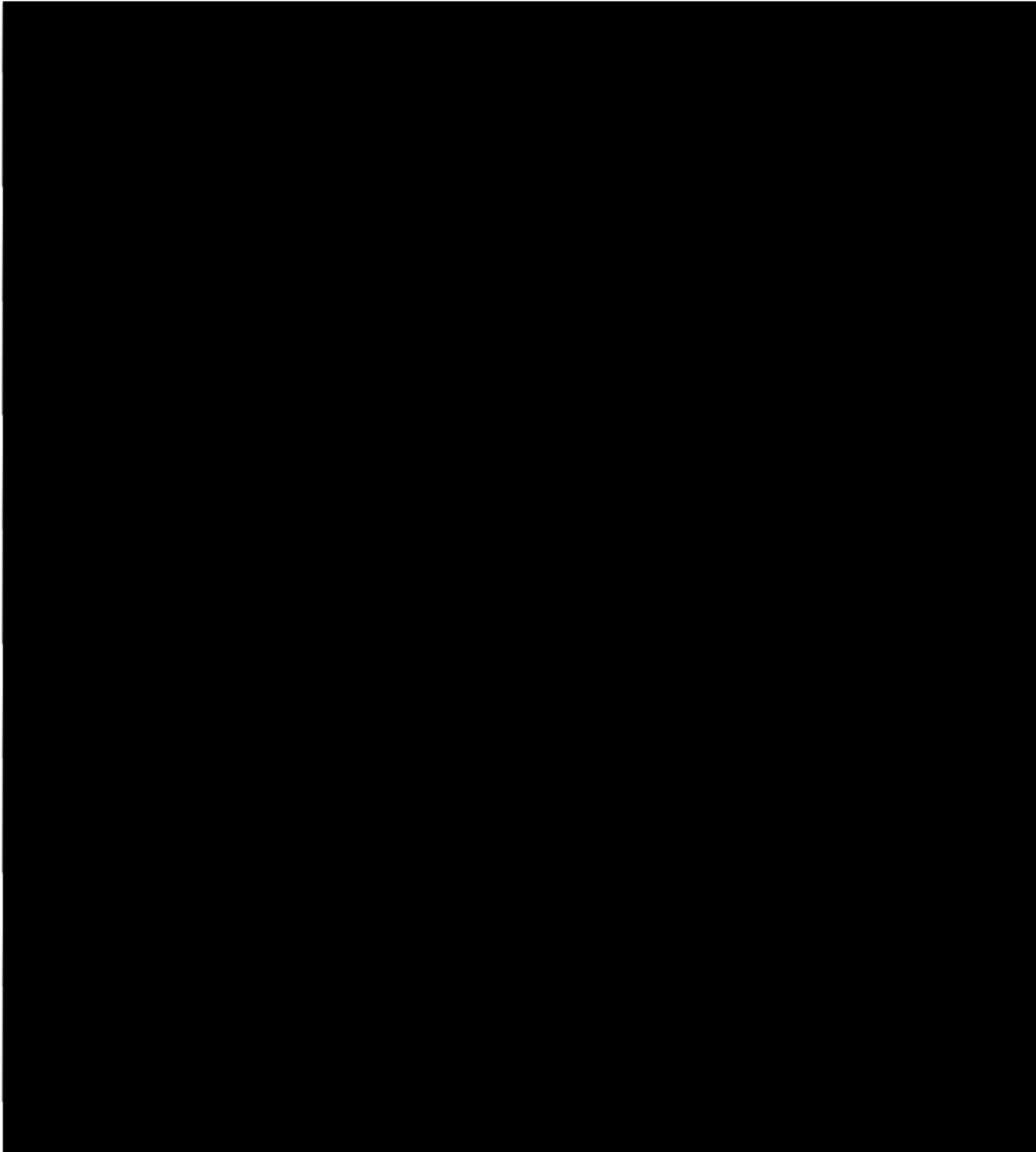
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**6.0 PAYMENT**

6.1 Upon successful completion of the Work associated with each Payment Milestone, as contained herein, the Contractor shall submit properly certified invoices in the amount and in the currencies specified for that Payment Milestone in accordance with the Payment

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Milestone Schedule set forth in APPENDIX 1. Additional amounts that may be earned by the Contractor after Final Acceptance or Qualified Acceptance of the Spacecraft, are set forth in ARTICLE 7.0, PERFORMANCE INCENTIVES.

6.2 A properly certified invoice means an invoice containing the following information:

- a) A reference to the Contract number and the Payment Milestone(s).
- b) A certification by an authorized representative of the Contractor that the applicable Payment Milestone has been achieved, that the invoice is correct, that payment therefor has not been received, and that the conditions of this Contract in respect of the claim for payment have been met. Notwithstanding the certification, the Contractor shall furnish Telesat with information, within TWENTY (20) Days of submission of invoice, as may be reasonably required to enable Telesat to evaluate and verify the Contractor's completion of the Work described for a Payment Milestone.

6.3 The invoices shall be submitted in THREE (3) copies to:

TELESAT LUXEMBOURG S.À R.L.  
121, Avenue de la Faïencerie  
L-1511 Luxembourg  
Grand Duchy of Luxembourg

Attention: Nigel Gibson, Manager

by email to: [accountspayable@telesat.com](mailto:accountspayable@telesat.com).

6.4 All undisputed amounts claimed by the Contractor on each invoice shall be paid within THIRTY (30) Days from the date the invoice is emailed to Telesat, provided, however, that Telesat is satisfied that the Work associated with the applicable Payment Milestone has been successfully completed, and provided also that the Contractor does not submit invoices whose amount, when paid, would exceed the aggregate sum scheduled to be paid to that point in time in respect of that currency as shown in APPENDIX 1, PAYMENT MILESTONE SCHEDULE. There shall only be ONE (1) payment made to the Contractor per calendar month. The Contractor shall submit its invoice by email. In the event Telesat determines in good faith that the event covered by the Contractor's invoice has not been completed in accordance with the criteria outlined in Paragraph 6.5, Telesat shall so notify the Contractor in writing within TWENTY (20) Days of receipt of the invoice. Such notification shall state the area(s) which are considered not to be in accordance with the

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terms and conditions of this Contract and state what is required to be submitted or performed to satisfy the discrepancy(ies). Upon correction of the noted discrepancy(ies), the invoice shall be reinstated for payment, payment to be made by bank transfer as set out in Paragraph 6.8 below. The Contractor shall not be required to proceed to Launch the Spacecraft unless it has received all payments due and payable at that time under the Contract in respect of the Work performed except where payments are disputed, in good faith, pursuant to Paragraph 6.11 herein.

6.5 The following terms shall have the meanings stated herein, applicable to the "Events" described in APPENDIX 1, PAYMENT MILESTONE SCHEDULE, set forth hereunder:

- 1) "Authorized" as it pertains to the start of work by a Subcontractor means that the Subcontractor has received a written authorization to proceed with the production of Telstar 12N hardware. Telesat shall receive a certification from the responsible task manager including documented evidence that such authorization has been provided.
- 2) "Completed" as it pertains to a task, study, or design activity means that the work required to proceed with the next task or activity has been completed. Upon request, Telesat's field office shall be provided with appropriate evidence that the task, study, or design activity has been completed.
- 3) "Conducted" as it pertains to the conduct of design reviews and the Pre-Shipment Reviews or other meetings, means that:
  - a) the review data packages shall have been submitted to Telesat in accordance with ATTACHMENT 1, STATEMENT OF WORK;
  - b) meetings shall have been held, and action items and minutes issued in accordance with ATTACHMENT 1, STATEMENT OF WORK;
  - c) action items have been completed or a schedule for their completion has been agreed to by the Parties.
- 4) "Delivered" means that the applicable item (Spacecraft, Equipment, services, documentation, etc.) described in the Payment Milestone Schedule have been presented to Telesat in accordance with the provisions of ARTICLE 9.0, DELIVERY.
- 5) "Ordered" as it pertains to the start of work by a Subcontractor, means that the Subcontractor has received a written authorization to proceed with the production of Telstar 12N hardware or services. Telesat shall receive a certification from the

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responsible task manager including documented evidence that such authorization has been provided.

- 6) "Received" as it pertains to a subcontract item means that the particular item(s) has (have) physically arrived at the Contractor's receiving area in an acceptable condition for integration at the next higher level of assembly. Upon request, Telesat's field office shall be provided with appropriate evidence of an item's receipt.
- 7) "Submitted" as it pertains to data, reports, and other documents means that the item has been received by Telesat or by Telesat's field office in accordance with the ATTACHMENTS.
- 8) "Successfully Completed" as it pertains to test milestones means that:
  - a) tests shall have been conducted in accordance with the applicable test plans and test procedures as defined in the ATTACHMENTS; and
  - b) results shall be within the limits prescribed in the test procedure(s), or non-compliances shall have been raised, reviewed and dealt with according to the requirements of ATTACHMENT 4, SPACECRAFT PRODUCT ASSURANCE REQUIREMENTS; and
  - c) test results shall have been provided to Telesat in accordance with ATTACHMENT 1, STATEMENT OF WORK.

6.6 Subject to Paragraph 6.7 herein, in the event the Contractor completes any Payment Milestone, as set forth in APPENDIX 1, PAYMENT MILESTONE SCHEDULE, at any time in advance of the time that such Payment Milestone is set forth in said APPENDIX 1, PAYMENT MILESTONE SCHEDULE, the Contractor shall have the right to submit an invoice for such Payment Milestone and Telesat shall, after satisfying itself that the Work associated with the Payment Milestone has been Successfully Completed in accordance with the Contract, be required to pay such Payment Milestone provided that the Contractor has not received payments in excess of the aggregate sum scheduled to be paid to that point in time in respect of that currency as shown in APPENDIX 1, PAYMENT MILESTONE SCHEDULE.

6.7 If, in a given month, a Payment Milestone associated with the Delivery of Items 2, 3, 4 and 5 of Table 5 herein (a "Ground Milestone"), as specified in ARTICLE 9.0, DELIVERY, Paragraph 9.1, has not been completed in accordance with the Payment Milestone Schedule and cannot be invoiced on its due month, the maximum aggregate sum of Payment Milestones, at that point in time, shall be deemed reduced by [REDACTED] for

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such particular Ground Milestone(s) for purposes of submitting later Payment Milestones (those due to be completed after such Ground Milestone(s)) pursuant to Paragraph 6.6. The maximum aggregate sum shall be restored to the full value, as provided in the Payment Milestone Schedule, only after the Ground Milestone(s) have been successfully completed and invoiced.

- 6.8 Payment to the Contractor shall be made by electronic transfer, with a reference to the number of the invoice being paid in the detail section of the payment, to the Contractor account specified on the invoice.
- 6.9 Unless otherwise specified in this Contract, all undisputed amounts due by the Contractor to Telesat shall be paid within THIRTY (30) Days from the date written notice thereof is emailed to the Contractor.
- 6.10 In the event a Party to this Contract (the "Debtor") fails to pay any amount(s) due by it to the other Party (the "Creditor") within the times specified in this Contract, which amount(s) are not the subject of a good faith dispute, the Creditor may, if such failure is not corrected by the Debtor within THIRTY (30) Days (or such longer period as the Creditor may authorize in writing) after notice of such failure is given by the Creditor, impose a late payment charge of [REDACTED] per month (which is the equivalent to an annual rate of [REDACTED] of the unpaid amount(s). Amounts which are disputed in good faith shall not be subject to late payment charges provided any undisputed portion is paid within the time period required.
- 6.11 No dispute in good faith with respect to payment of any amount under this Contract shall relieve either Party of their respective obligations to pay any other amounts due and owing under this Contract or, unless otherwise specified, from performing any of their other respective obligations under this Contract. All disputed amounts, unless otherwise specified in the Contract, shall be paid into an interest-bearing escrow account at a bank to be mutually agreed upon by the Parties, which agreement shall not be unreasonably withheld or unduly delayed, within TWENTY (20) Days after receipt of written notice of such disputed invoice. After the dispute is settled, the Party entitled to the amount in escrow shall receive such amount together with all interest accrued thereon (in lieu of the late payment charge pursuant to Paragraph 6.10) and the other Party shall pay all costs and fees associated with such escrow.

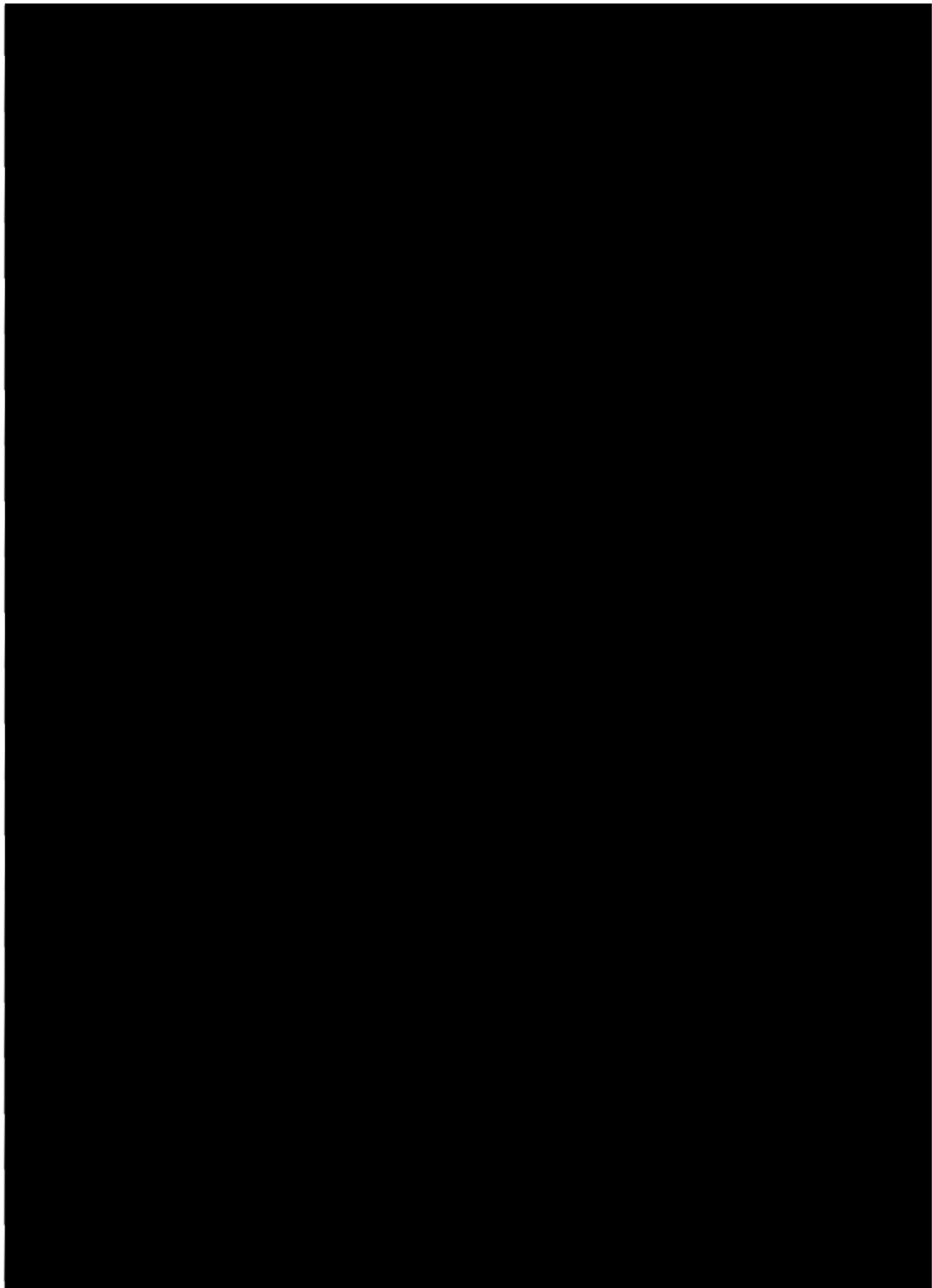
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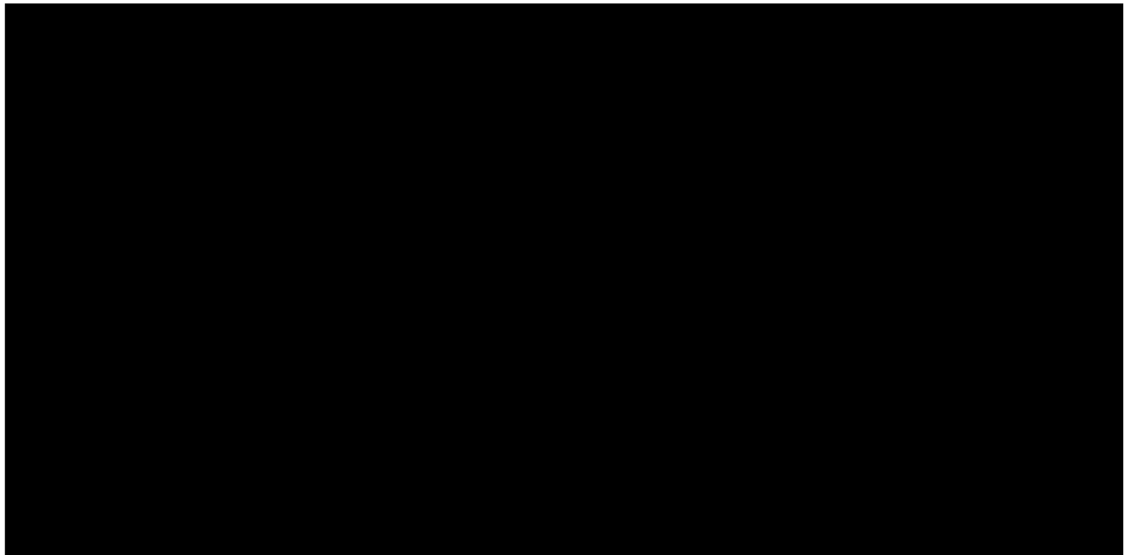
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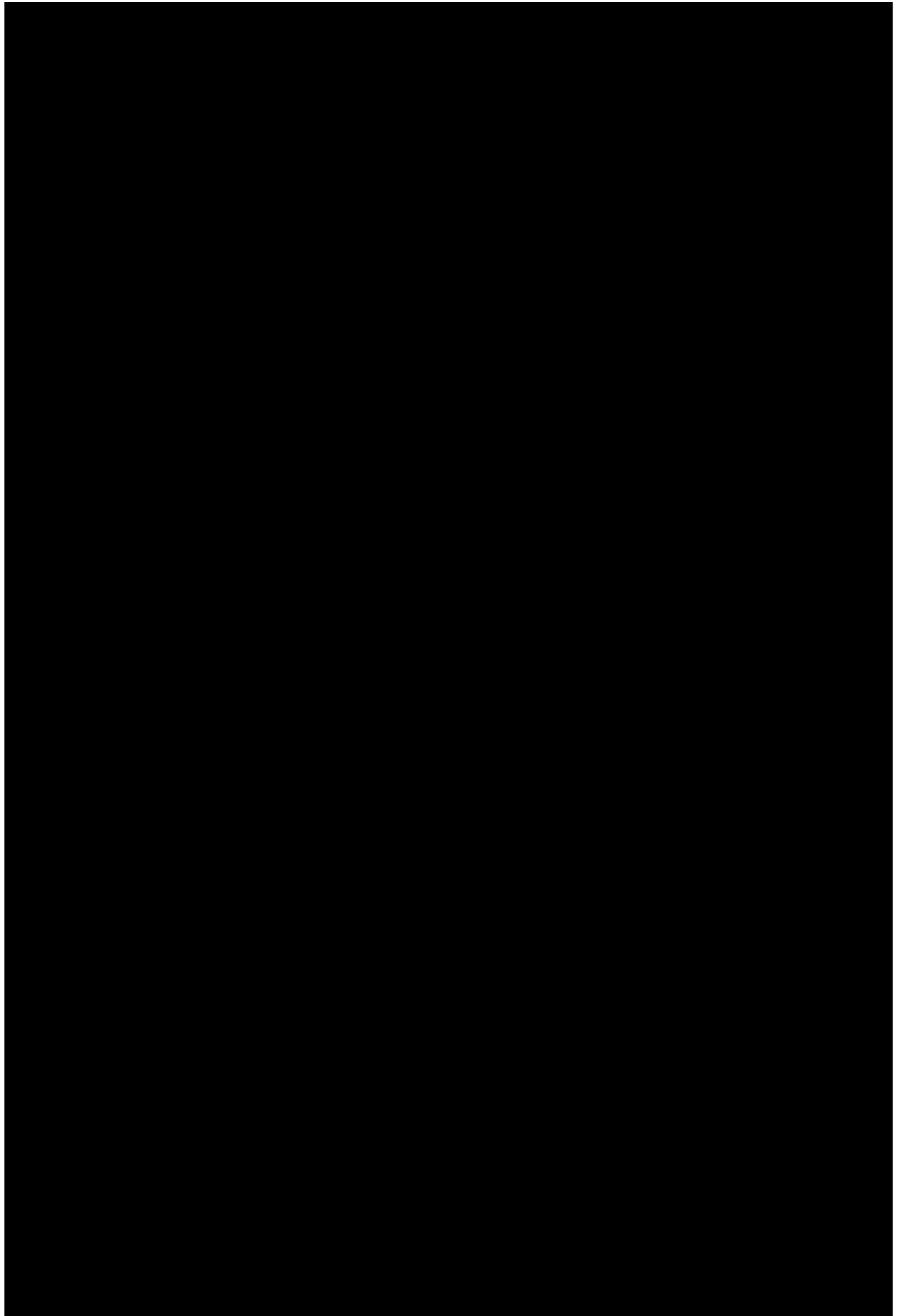
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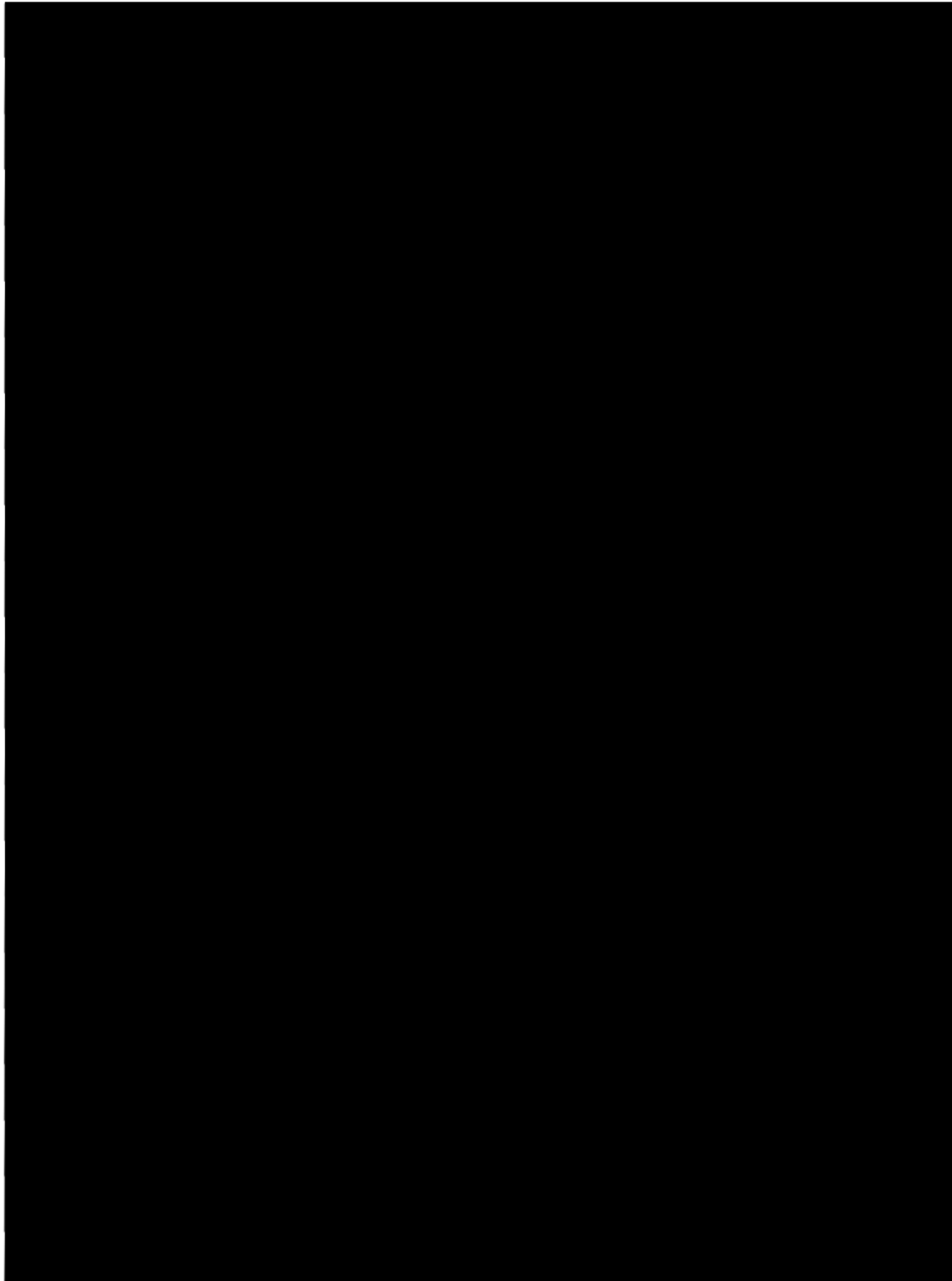
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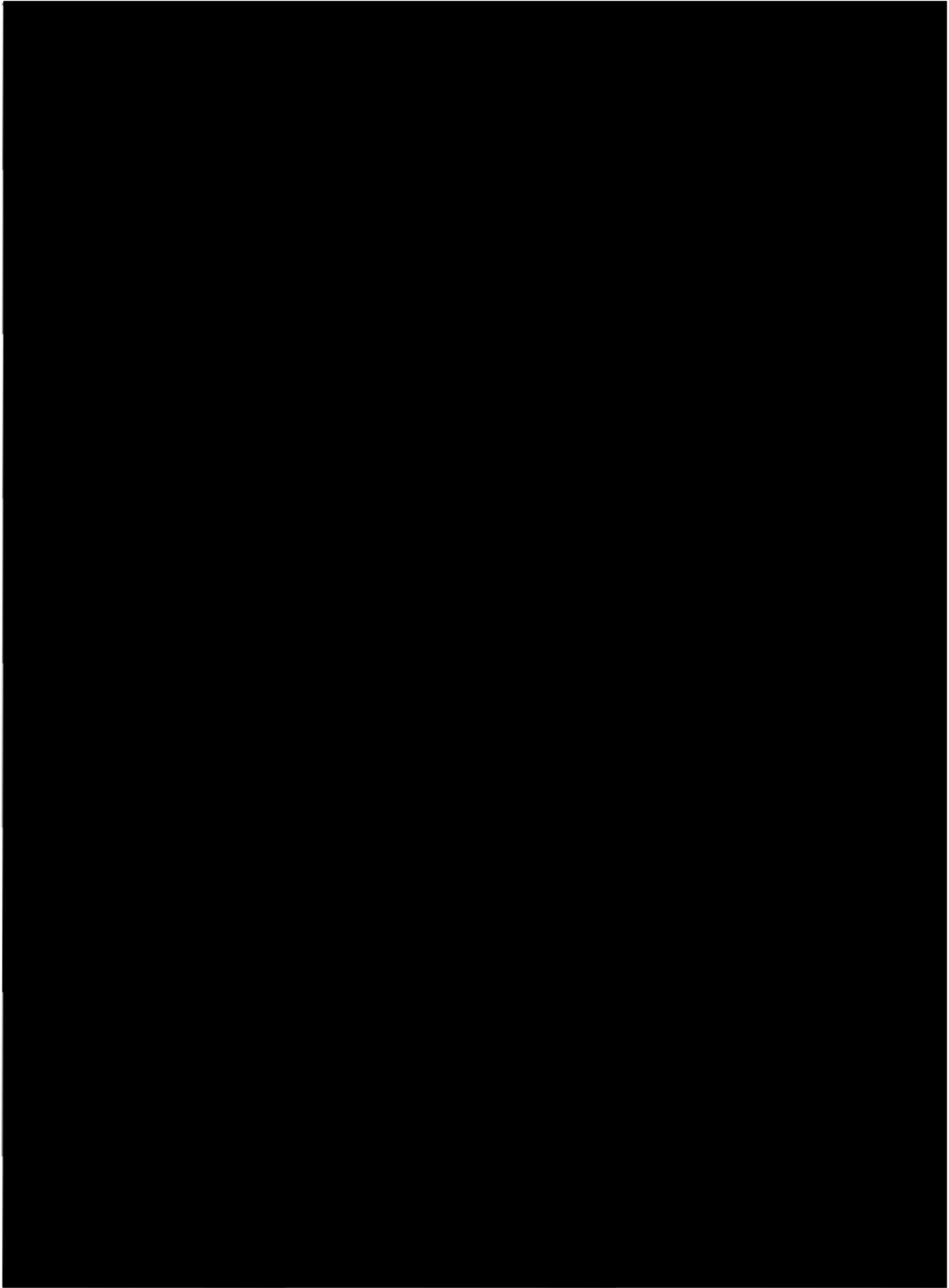
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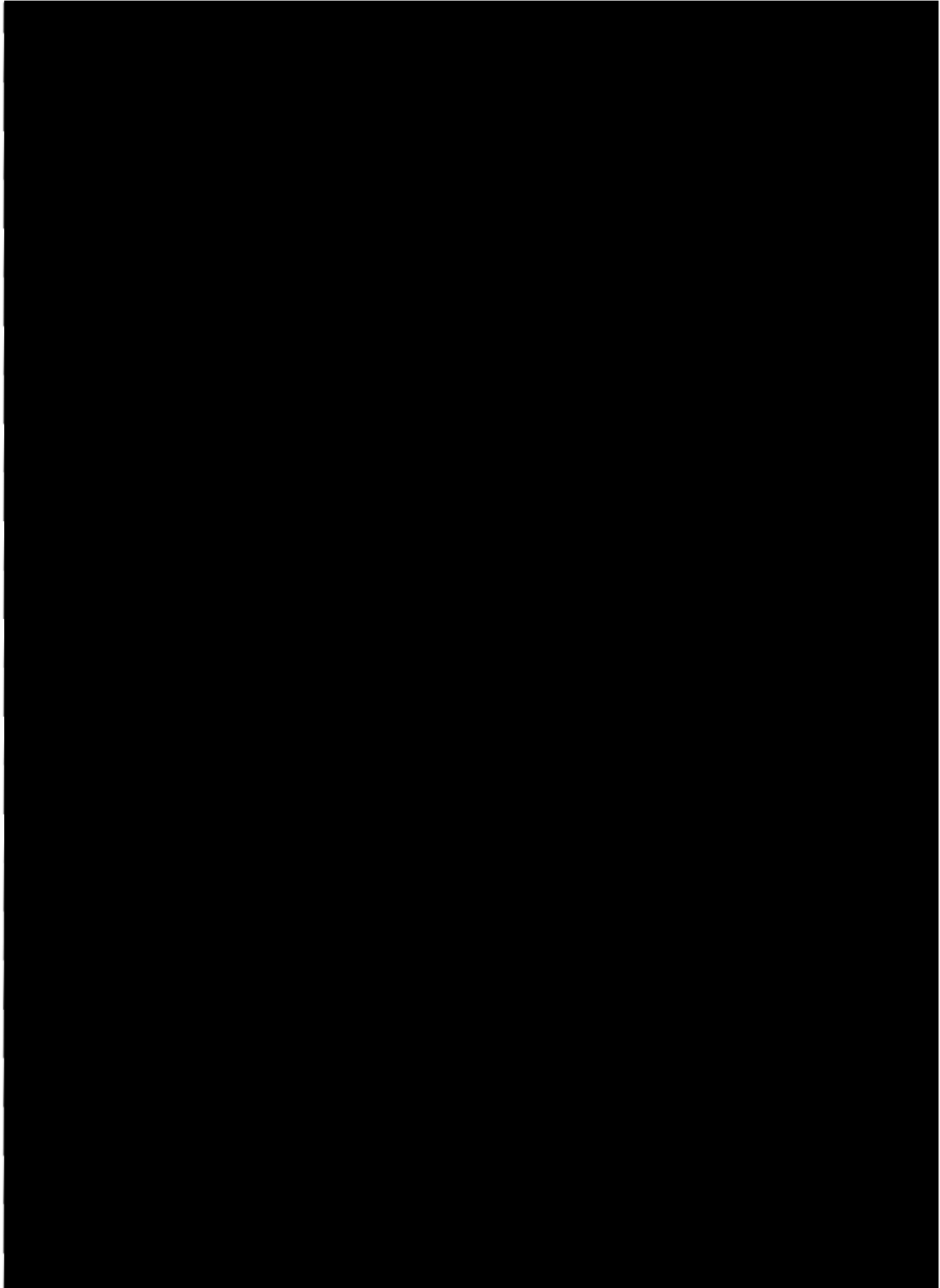
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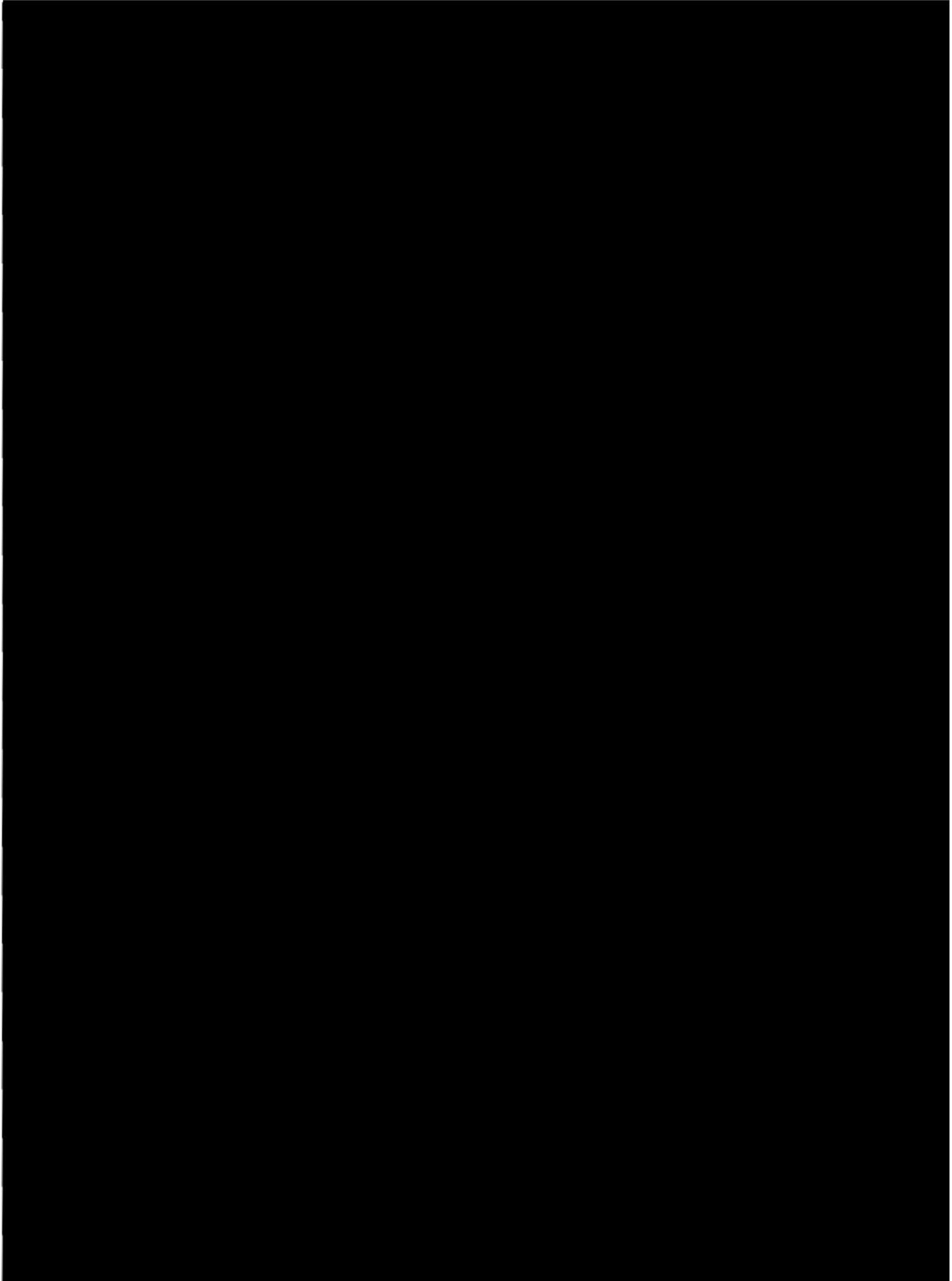
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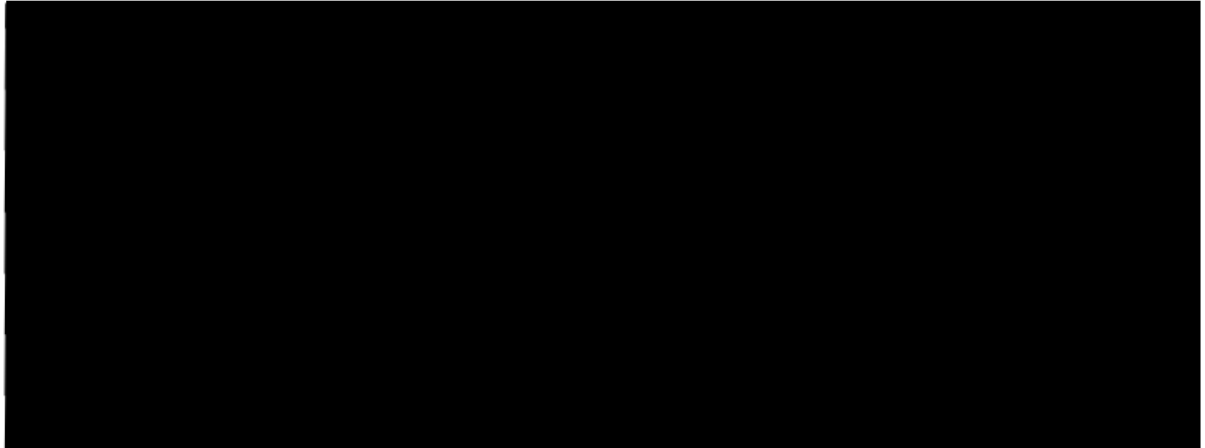
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## 8.0 PERMITS AND LICENSES

- 8.1 The Contractor shall, at its own expense, without delay, apply for and, once obtained, maintain until Delivery as set out in ARTICLE 9.0, DELIVERY, all Government Approvals required for the export of documentation, hardware and/or other controlled technology deliverable hereunder, or required for the performance of the Work including any Technical Assistance Agreements ("TAA") which may be required for the Contractor to meet the requirements of ARTICLE 12.0, ACCESS TO WORK IN PROGRESS, herein.
- 8.2 The Contractor agrees that applications made for any TAA, as may be required for it to meet its contractual obligations under this Contract and requiring the signature of Telesat, except for those applications made before EDC, shall, prior to the submission of any such application(s), be approved by Telesat, such approval not to be unreasonably withheld, delayed or conditioned. Any such applications submitted to Telesat shall be approved by Telesat in writing within TEN (10) Business Days of submission, failing which they shall be deemed to have been approved by Telesat. Without limiting the generality of the foregoing, the Contractor shall apply for, obtain and maintain Government Approvals in accordance with the requirements of APPENDIX 5, GOVERNMENT APPROVALS.
- 8.3 In the event that a TAA acceptable to Telesat (if required) is not in place within ONE HUNDRED AND EIGHTY (180) Days of the EDC and/or the export license for the Satellite (if required) cannot be obtained TWO (2) months before the Pre-Shipment Review for the Spacecraft or such other periods as the Parties may agree in writing, the provisions of APPENDIX 5, GOVERNMENT APPROVALS, shall apply and, if Telesat elects to terminate this Contract pursuant thereto, the Contractor shall have no claim for any further payments under this Contract. Without limiting the generality of the foregoing, at a minimum any TAA must ensure access to the information and documentation set out in the

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CDRL List, Table 12-1, of the Statement of Work. In the event that Telesat elects to terminate this Contract pursuant to APPENDIX 5, GOVERNMENT APPROVALS, the Contractor shall stop Work under this Contract and shall retain title to any and all Work, work in progress, parts or other material, together with any associated warranties and any subcontracted items which the Contractor has specifically produced or acquired or entered into in accordance with this Contract. This Contract shall be treated as being at an end, and the Parties hereto shall have no further duties or obligations to each other pursuant to this Contract except as otherwise specifically provided for in this Contract. Alternatively, in the event Telesat is unable to inspect any Work, information and/or documentation due to restrictions imposed by an applicable TAA, the Contractor agrees, at Telesat's sole election, to pay for a U.S. person Consultant(s), selected by Telesat, to inspect such Work, information and/or documentation.

**9.0 DELIVERY**

- 9.1 The Work shall be subject to inspection and acceptance in accordance with ARTICLE 13.0, INSPECTION AND FINAL ACCEPTANCE - DELIVERABLE ITEMS, herein, and shall be delivered by the Contractor to the destinations indicated, on or before the dates specified, in Table 5 below. For the purposes of this ARTICLE 9.0, "AEDC" shall mean After the Effective Date of Contract.

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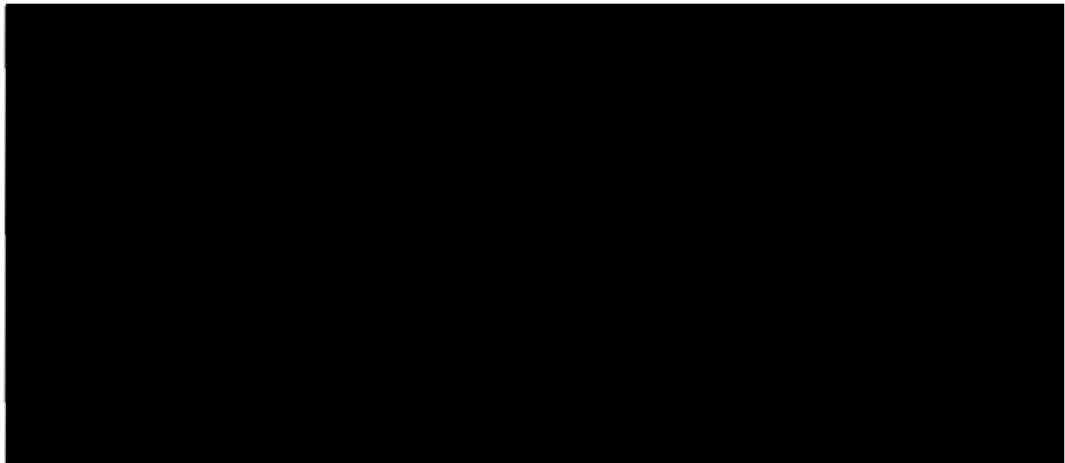
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**Table 5 Delivery Schedule**

Item	Description	Attach 5 reference	Initial Delivery	Interim Delivery	Intermediate Delivery	Final Delivery	Destination
1A	Final Acceptance of ONE(1) Telstar 12N Satellite						Designated Orbital Position
1B	ONE (1) Telstar 12N Satellite Ready to Ship to Designated Launch Site.				1A – 2 months		Contractor's facility
2	TWO (2) Satellite Simulators	5.0	Per SOW	Per SOW	Per SOW		Telesat
3	Satellite On-Station Operations documentation and data	2.0	Per SOW	Per SOW	Per SOW		Telesat
4	Satellite Database	3.0	Per SOW	Per SOW	Per SOW		Telesat
5	Satellite Operations Training	6.0					Telesat
6	ONE (1) set of Program Documentation for each of the spacecraft, simulators and satellite operations						Telesat

**Note: Actual dates to be negotiated between Launch minus SIX (6) to Launch minus THREE (3) months and outside of the eclipse season.**

9.2 The Contractor acknowledges and agrees that failure to meet the Spacecraft final delivery date specified in Paragraph 9.1 herein may be the sole or partial cause of substantial financial loss or damage being sustained by Telesat.



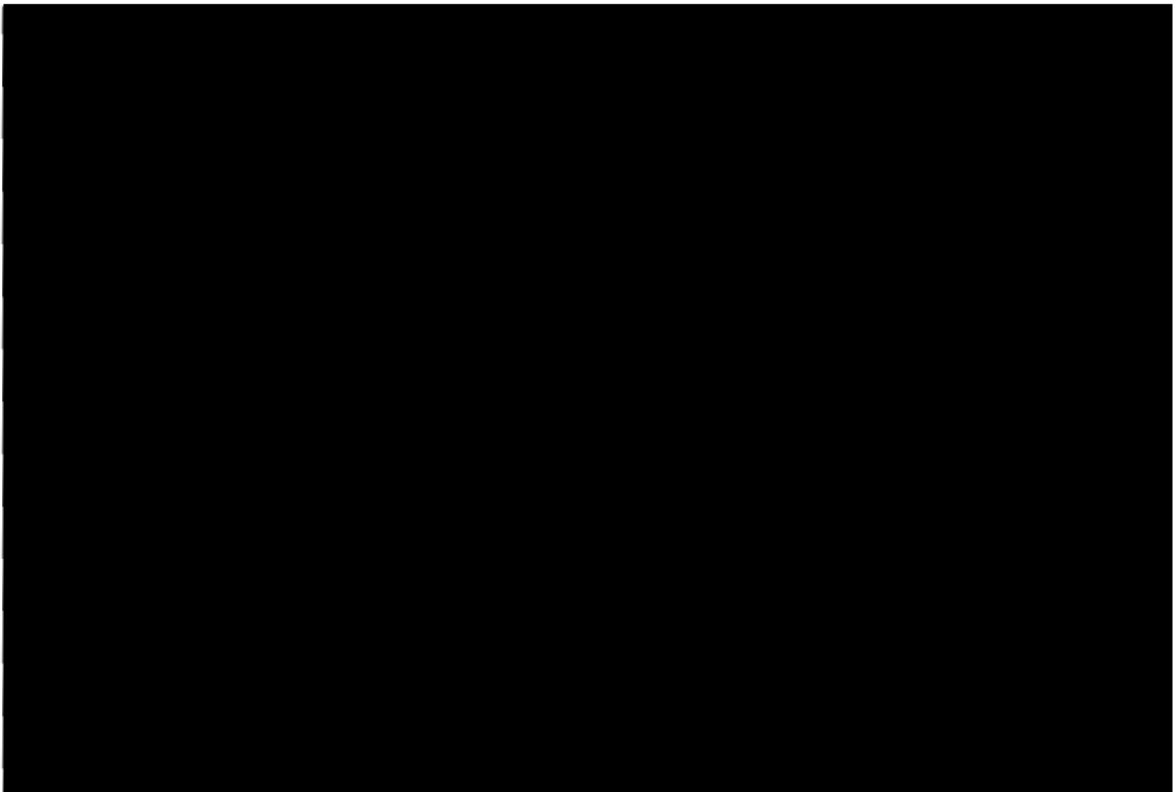
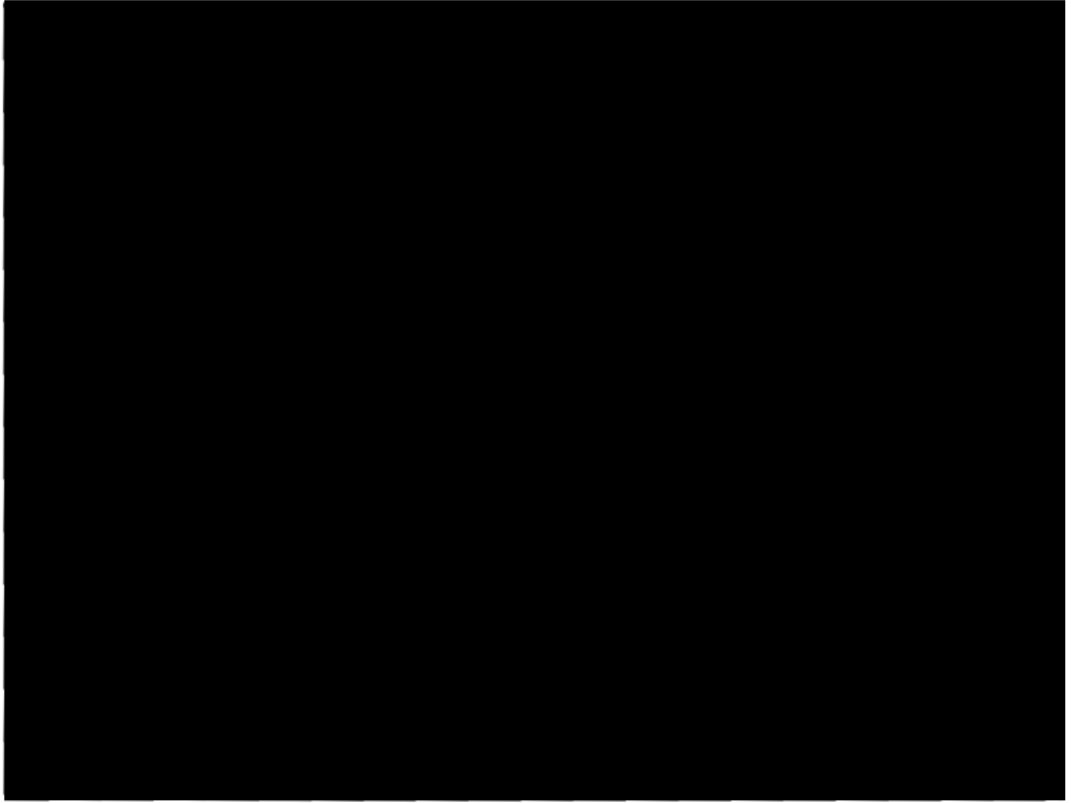
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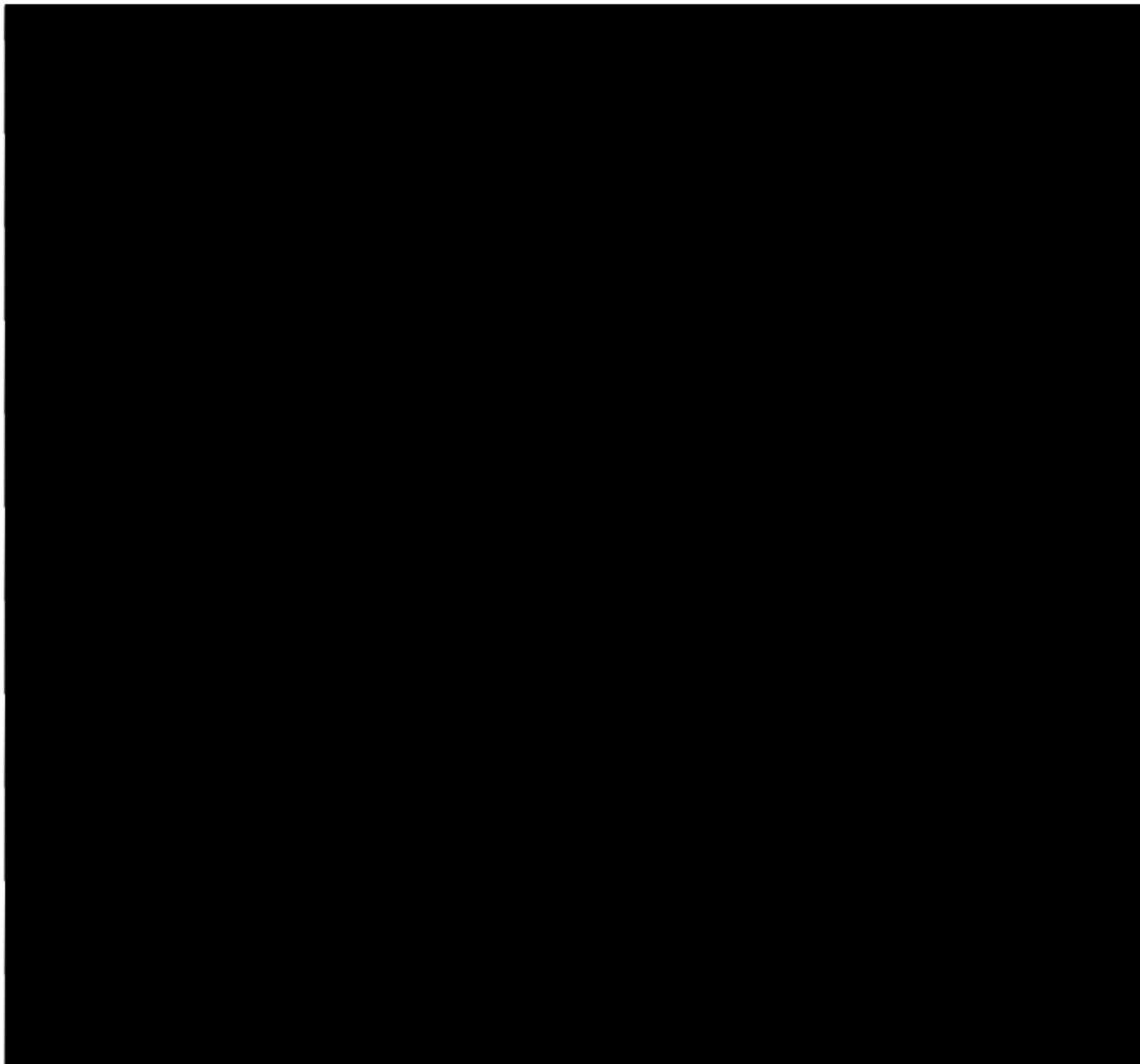
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9.6 Notwithstanding any other provision of the Contract, the Contractor shall advise Telesat immediately by telephone and promptly confirm in writing any event, circumstance or development which materially threatens: (1) the quality of the Spacecraft or any component part thereof as well as any services, (2) the quality of any Documentation or Equipment to be provided hereunder, or (3) the delivery dates established in Paragraph 9.1 herein.

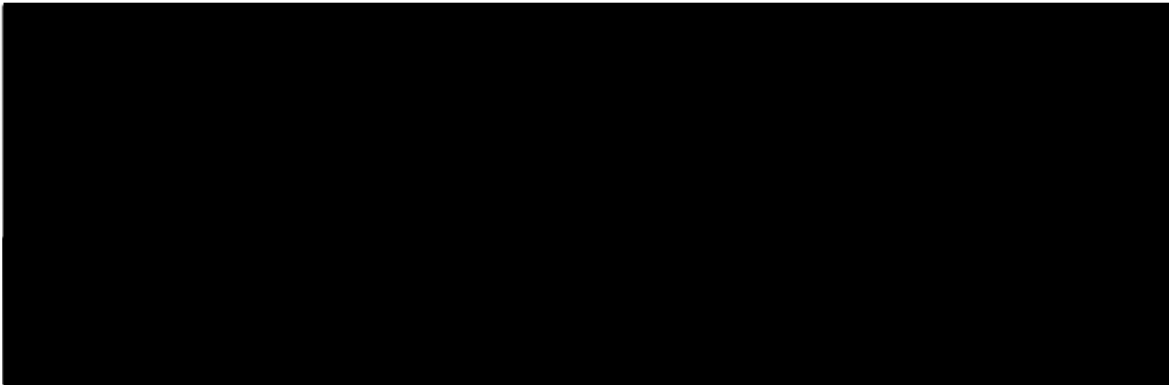


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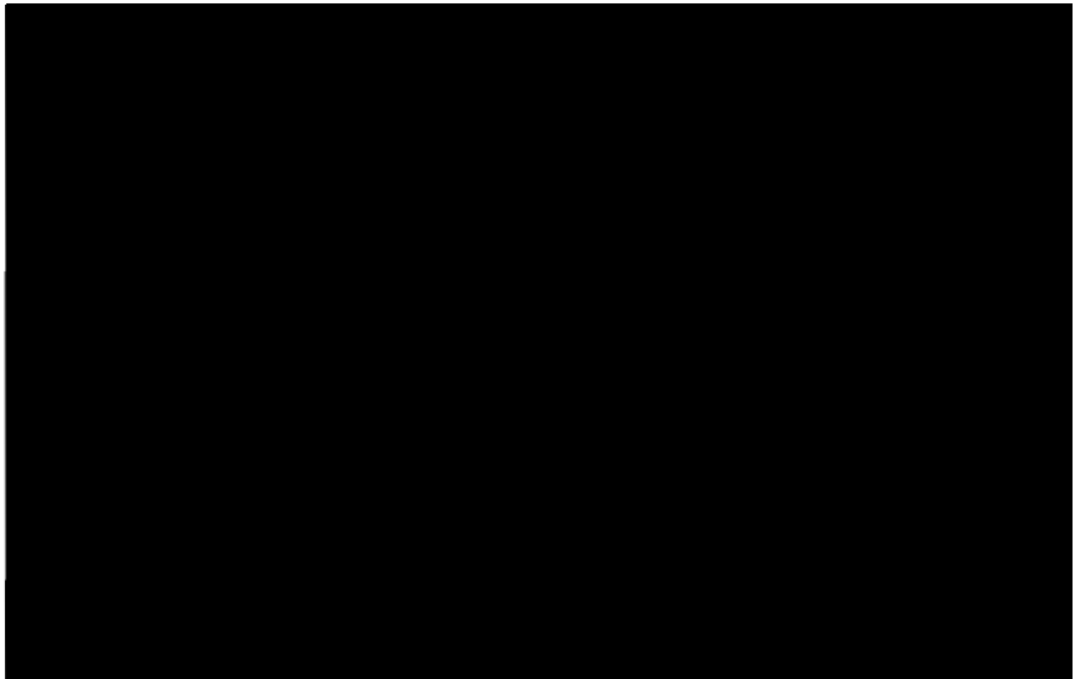


9.10 This ARTICLE 9.0 shall survive the completion of the Contract or termination of the Contract in any manner whatsoever.

## 10.0 OPTIONS

10.1 In the event that Telesat should require the Contractor to furnish additional equipment and/or services in accordance with the following option provisions ("Options"), the Contractor agrees to accept an order by Telesat to furnish such additional equipment and/or services:

### 1. Option 1 -- Replacement Spacecraft



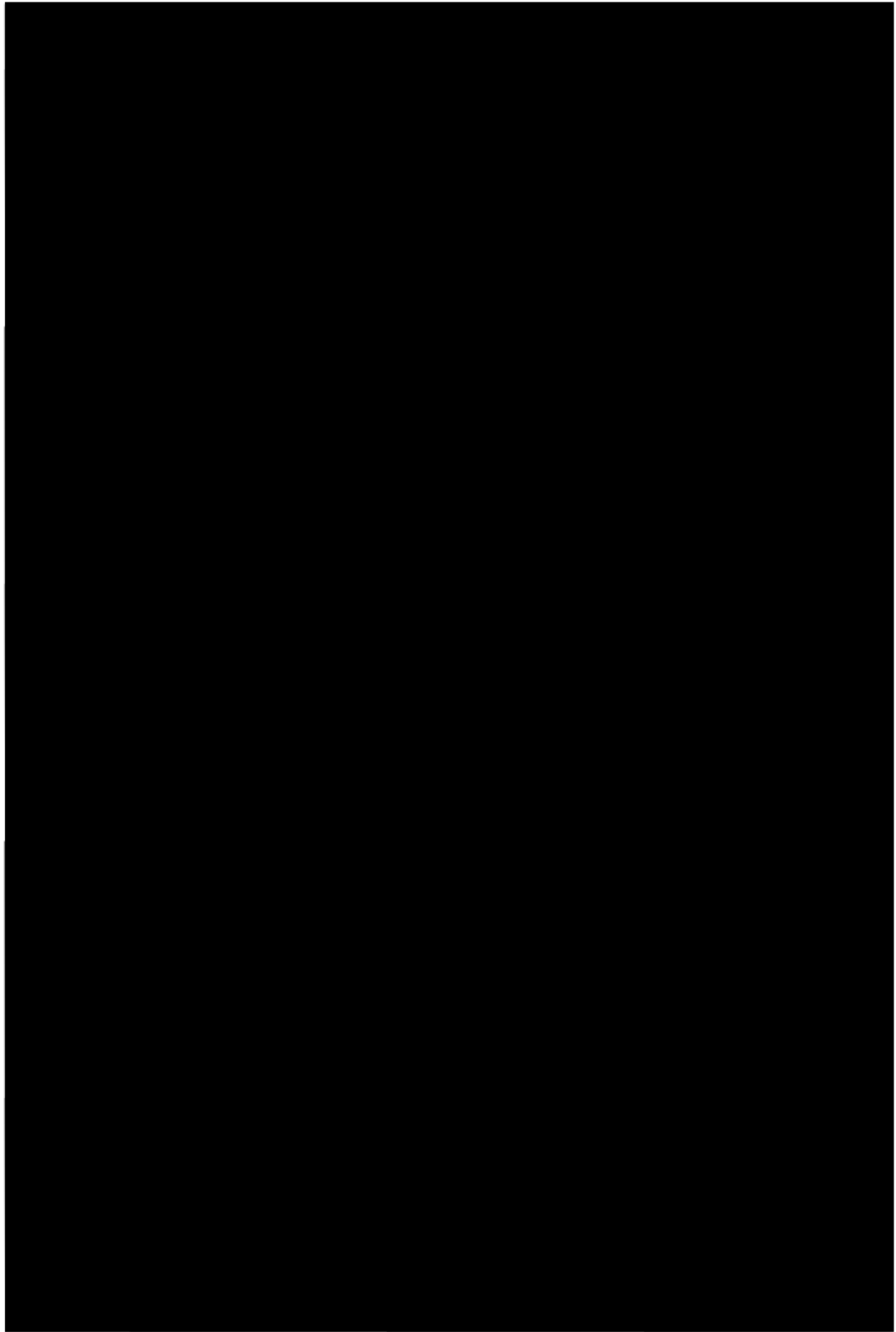
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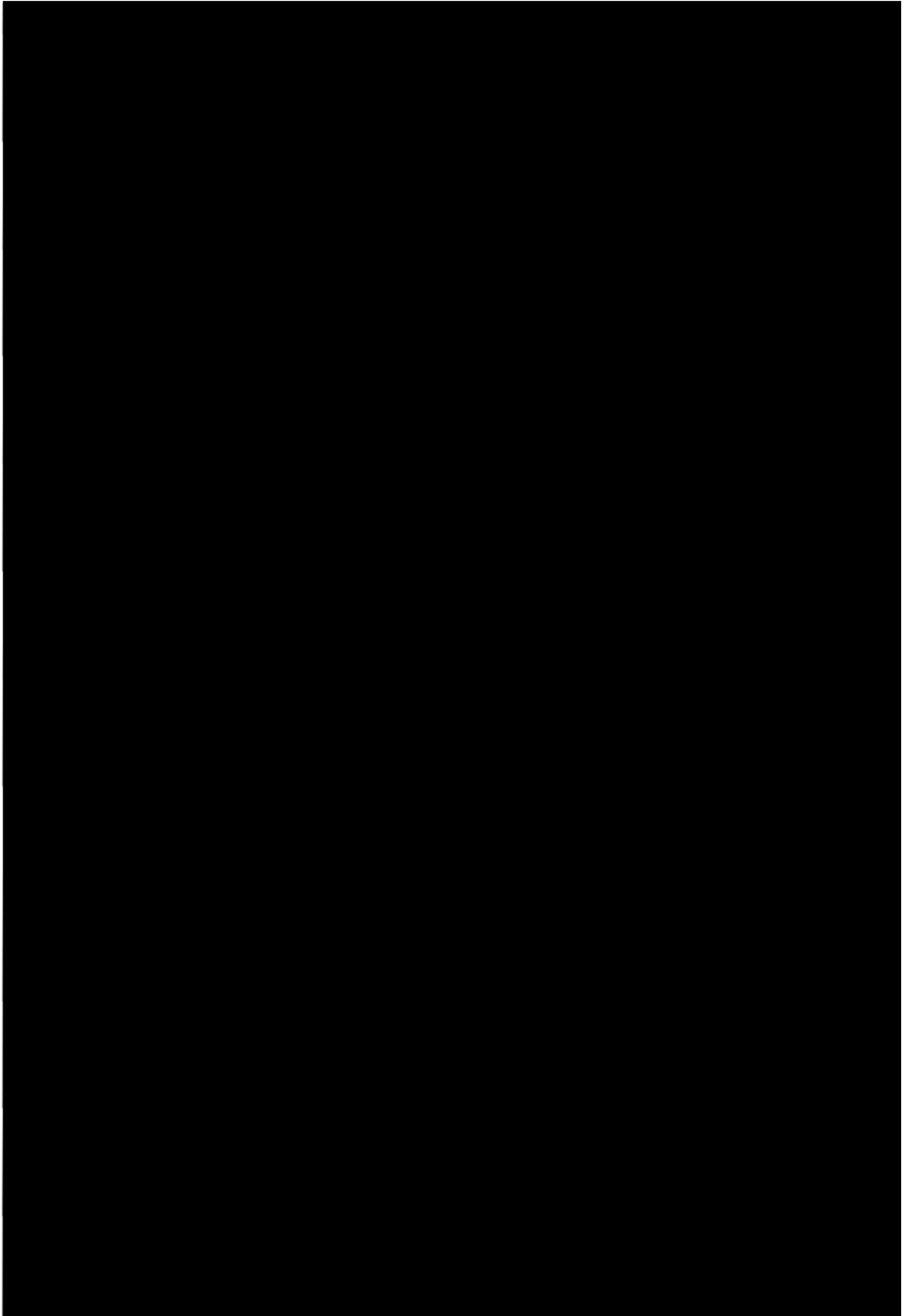
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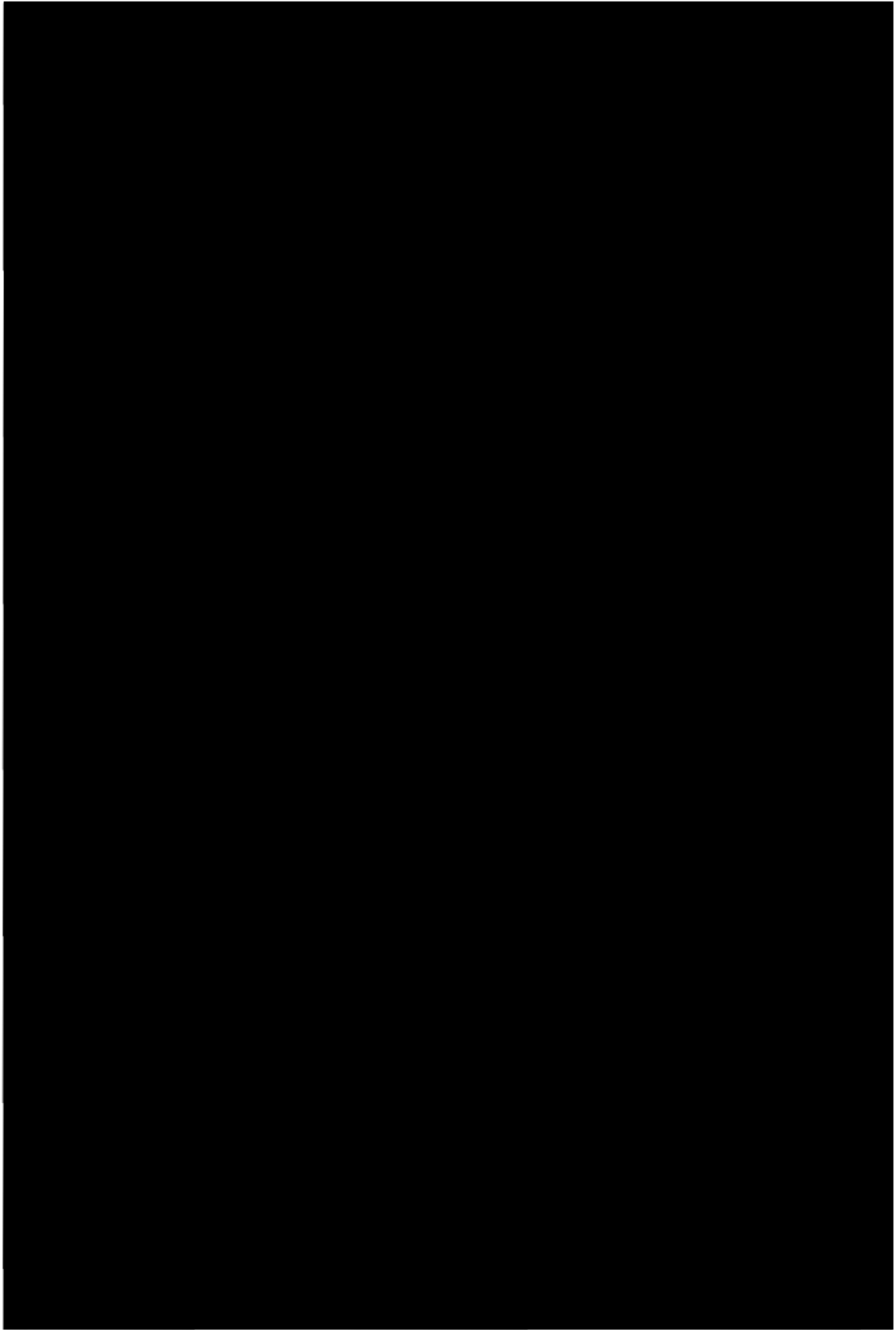
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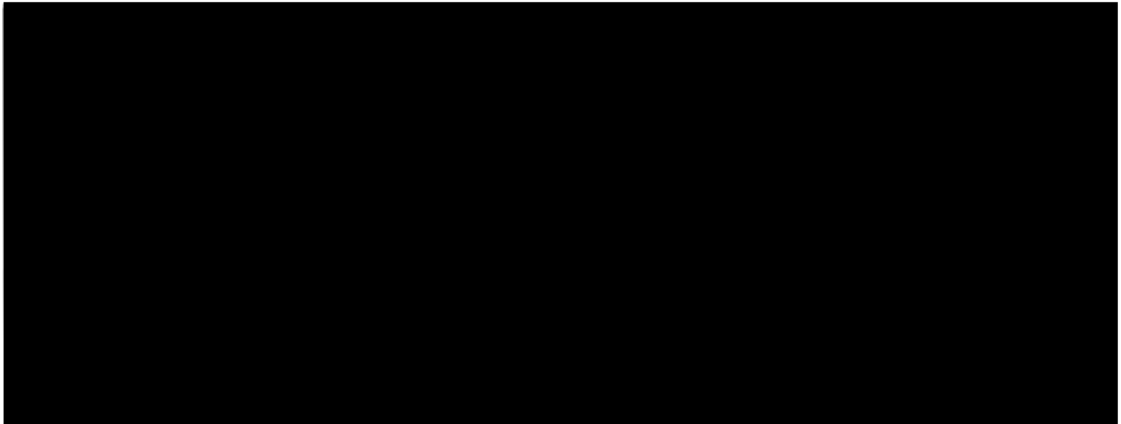
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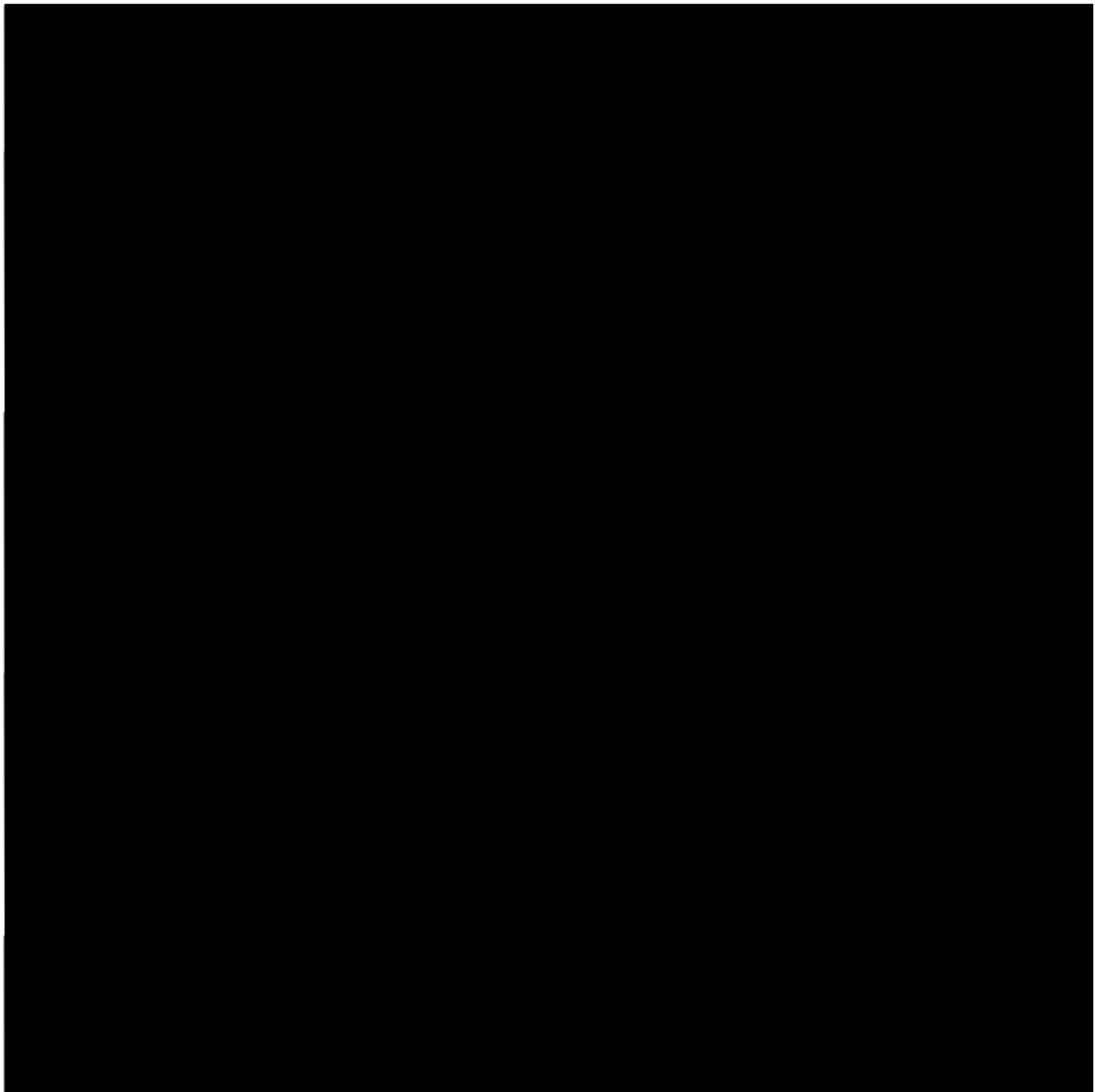
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2. Option 2 -- Storage

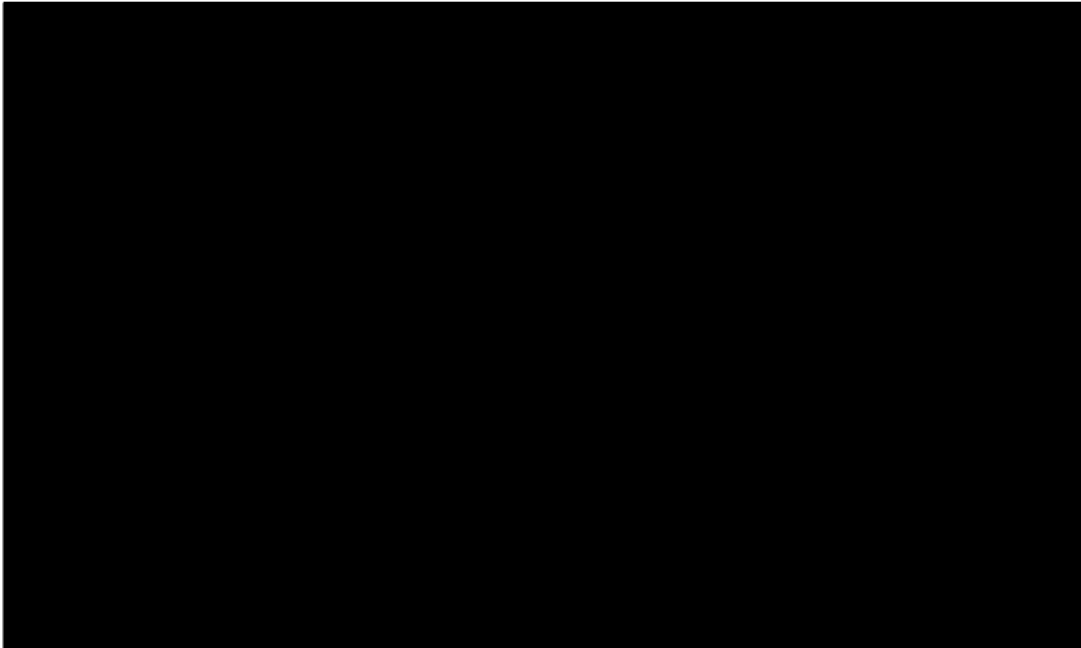


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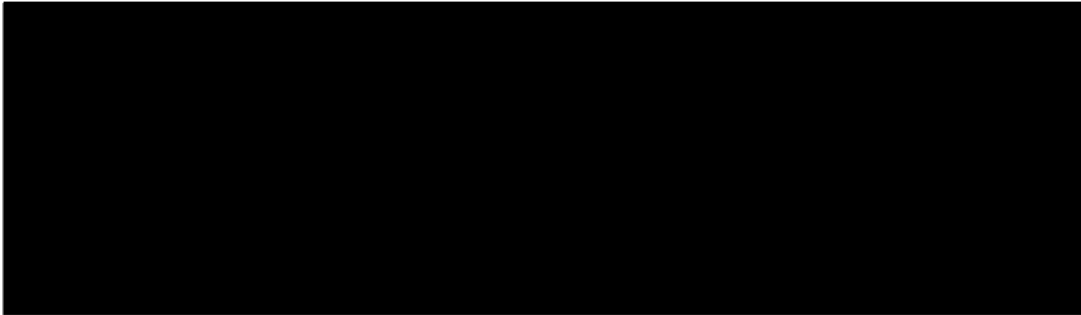
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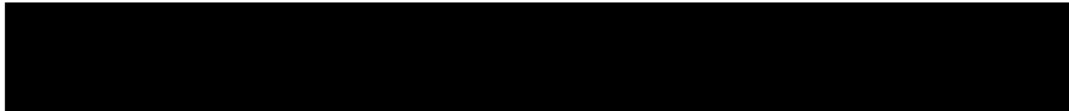
**3. Option 3 - Frequency Plan**




**4. Option 4 - In-Orbit Lifetime Extension**

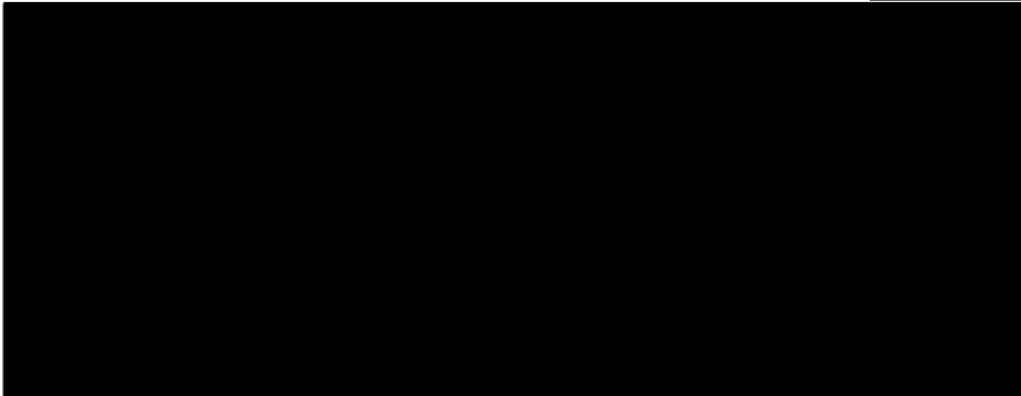






**11.0 EXCUSABLE DELAYS**

11.1 Any delay in the performance of the Work caused by an event which is beyond the control and without the fault or negligence of the Contractor, or its Subcontractors, such as, but not limited to any acts of government, fire, flood, epidemic, quarantine restriction, acts of God, any delays caused by (i) the Designated Launch Agency or (ii) any act or omission of Telesat and which delay could not have been avoided by the Contractor or Subcontractor through the exercise of reasonable foresight or reasonable precautions and could not be circumvented by the Contractor or Subcontractor through use of alternative sources, work-around plans, or other means approved by Telesat, shall constitute a basis for excusable delay provided that notice thereof is given to Telesat, in writing, promptly and in no event later than FIVE (5) Business Days after the Contractor shall have first learned of the possibility of an occurrence of such an event. Such notice shall include a detailed description of the portion of the Work affected by such a delay, as well as details of any later work-around plans, alternative sources or other means the Contractor will utilize to forestall a delay to Delivery as stated in ARTICLE 9.0, DELIVERY, herein. 



Notwithstanding the foregoing, the Contractor shall use its best reasonable efforts to avoid or minimize an Excusable Delay and shall continue performance if the Contract is not terminated whenever and to the extent such event is removed.

11.2 In the event of an excusable delay being granted in writing by Telesat, there shall be an equitable adjustment to the time of delivery set forth herein insofar as such excusable delay affects such specified time of delivery provided that any such equitable adjustment shall be

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without prejudice to Telesat's right to terminate this Contract pursuant to Paragraph 11.1 herein.

## 12.0 ACCESS TO WORK IN PROGRESS

- 12.1 The Contractor agrees to afford Telesat and its customer and its and their representatives and Consultant(s) access to all Work being performed under this Contract, at both the Contractor's and the Subcontractors' facilities for the purpose of observing the quality and progress of the Contractor's/Subcontractor's performance of the Work, at all reasonable times during the period of this Contract, provided that such access does not unreasonably interfere with such Work.
- 12.2 Telesat or its customer or its or their representatives and Consultants' personnel visiting or resident at the Contractor's or Subcontractors' facility, will abide by the applicable site regulations provided notice of such regulations are provided in a reasonable timeframe and representatives of Telesat's customer and its Consultants shall be accompanied by Telesat representatives. Except with respect to residents and those Telesat personnel with permanent badges by virtue of their being regular visitors, Telesat shall provide prior written notice of its requirement for such access of not less than FORTY EIGHT (48) hours along with such details of the personnel concerned as the Contractor may require (including passport numbers and nationality).
- 12.3 Telesat and its customer and its and their representatives and Consultant(s) shall be given reasonable notice of and be entitled to attend all meetings and reviews of the Contractor, even if conducted by electronic means, and of the Contractor with any Subcontractors related to project schedule and management, engineering, design, manufacturing, integration and testing and shall have the right to participate in and make recommendations (but not to control, give directions or assign actions) in all review meetings at the system, subsystem and unit level as well as internal program reviews. Furthermore, in the event a meeting is convened at the Contractor's or a Subcontractor's plant, the Contractor shall make the necessary arrangements to facilitate the entry of Telesat or its customer or its or their representatives and Consultant(s) to the meeting place.
- 12.4 Notwithstanding the fact that Telesat's or its customer's or its and their representative's and Consultant's personnel resident at the Contractor's facility will be in consultation with the Contractor's personnel, they remain employees of Telesat or its representatives or

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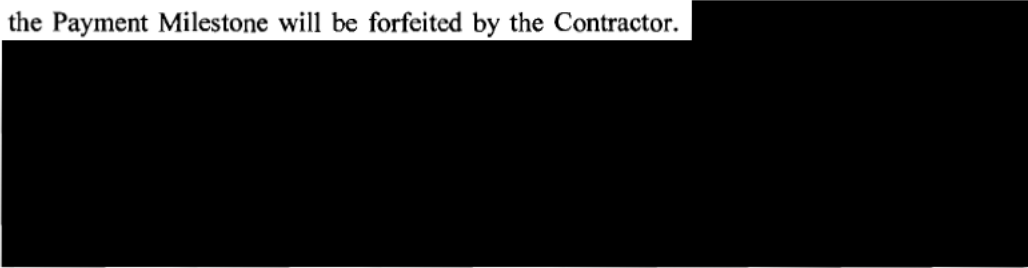
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Consultant(s), as applicable, and as such, compensation for their services remains the responsibility of Telesat or its representatives or Consultants.

- 12.5 If access to any Work, information and/or documentation is refused by the Contractor as a result of its interpretation of any applicable TAA and Telesat disagrees with such interpretation, Telesat shall provide the Contractor's Program Manager with written notification of such dispute and the reasons therefor. In the event that the Contractor does not complete any Payment Milestone due to its interpretation of any applicable TAA, then the Payment Milestone will be forfeited by the Contractor.



### **13.0 INSPECTION AND FINAL ACCEPTANCE – DELIVERABLE ITEMS**

#### **13.1 SPACECRAFT**

- 13.1.1 The Satellite shall be presented for Final Acceptance after the satisfactory completion of in-orbit testing in accordance with ATTACHMENT 4, SPACECRAFT PRODUCT ASSURANCE REQUIREMENTS, and the submission to Telesat of the preliminary in-orbit test report, such report to be submitted within THREE (3) Days of the completion of the in-orbit testing or upon its arrival at its final Designated Orbital Position, whichever is the latest event to occur. Telesat shall review the preliminary in-orbit test report and within FIVE (5) Days of receipt shall notify the Contractor of Final Acceptance or Qualified Acceptance of such Satellite. In the event that Telesat fails to notify the Contractor of either Final or Qualified Acceptance at the end of the FIVE (5) Day period, Final Acceptance or Qualified Acceptance of the Satellite shall be deemed to have occurred.

- 13.1.2a) In the event that, after a review of the preliminary in-orbit test report, Telesat makes a reasonable, good-faith determination that the in-orbit test results show the Satellite has met all the specifications as required by ATTACHMENT 2, SPACECRAFT PERFORMANCE REQUIREMENTS, Telesat shall take Final Acceptance of the Spacecraft and the Contractor shall be entitled to earn full Performance Incentives under ARTICLE 7.0, PERFORMANCE INCENTIVES.

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- 13.1.2b) In the event that, after a review of the preliminary in-orbit test report, Telesat makes a reasonable, good-faith determination that the in-orbit test results show the Satellite has not met all the specifications as required by ATTACHMENT 2, SPACECRAFT PERFORMANCE REQUIREMENTS and/or the Satellite is declared a Partial Loss, Telesat shall take Qualified Acceptance of the Spacecraft and the Contractor shall be entitled to earn the appropriate amount of Performance Incentives as calculated in accordance with ARTICLE 7.0, PERFORMANCE INCENTIVES. (For the avoidance of doubt, even though the Satellite has not met all of the specifications, such amount could be the full amount of the Performance Incentives, a portion of the Performance Incentives, or no Performance Incentives, as determined in accordance with ARTICLE 7.0, PERFORMANCE INCENTIVES). In the event of Qualified Acceptance, the Contractor shall have no further obligation to perform with respect to such Spacecraft, except as provided for in ARTICLE 16.0, REPRESENTATIONS AND WARRANTIES, Paragraphs 16.3 and 16.4.2, and except to provide a loss investigative report for Telesat's insurers, responding to insurers' questions and to provide briefings to insurers as required.
- 13.1.3 Prior to Telesat providing Final Acceptance, Qualified Acceptance or taking delivery of the Satellite, the Contractor shall provide a Bill Of Sale, in accordance with APPENDIX 3, and pursuant to ARTICLE 16.0, REPRESENTATIONS AND WARRANTIES, Paragraph 16.15, deliver a certificate in the form of Appendix 4B.
- 13.1.4 If, prior to or at completion of in-orbit tests, the Spacecraft is declared a Total Loss or, after Successful Injection, a Constructive Total Loss, Telesat shall take title to the Satellite upon the occurrence of the event which caused such Total Loss or Constructive Total Loss and, provided such event is not caused by the Contractor or the Spacecraft, the Contractor shall be entitled to earn Performance Incentives under ARTICLE 7.0, PERFORMANCE INCENTIVES. In the event of a Total Loss or Constructive Total Loss, the Contractor shall have no further obligations with respect to such Spacecraft. Nevertheless, the Contractor shall be responsible to provide a loss investigative report for Telesat's insurers, responding to insurers' questions and to provide briefings to insurers as requested by Telesat.
- 13.1.5 Notwithstanding that the Spacecraft is a Total Loss or a Constructive Total Loss, in the event that delivery of the Spacecraft is late, the Contractor shall be liable for amounts due pursuant to ARTICLE 9.0, DELIVERY AND LIQUIDATED DAMAGES FOR LATE DELIVERY, for the Spacecraft deemed to be a Total Loss or Constructive Total Loss up to the Day of the occurrence of the event which caused such loss.
- 13.2 Non-Spacecraft Deliverable Items

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13.2.1 For Deliverable Item 2, Final Acceptance shall occur upon delivery, DAP (Incoterms 2010), of the items to Telesat in accordance with ARTICLE 9.0, DELIVERY. Telesat shall provide written notice of Final Acceptance after it has conducted an acceptance inspection and is satisfied that;

- i) the Contractor has fulfilled the Contract requirements for the Deliverable Item; and
- ii) the Deliverable Item has been delivered at the place specified in the Contract and in a condition fully conforming to the provisions of the Contract, including the specifications for such Deliverable Item; and
- iii) the Contractor has delivered a Bill Of Sale in accordance with APPENDIX 3.

A Deliverable Item shall be inspected by Telesat within TEN (10) Days after receipt of said Deliverable Item by Telesat and Telesat shall, within TEN (10) Days of the inspection, notify the Contractor of the results thereof in writing. In the event that Telesat rejects the Deliverable Item, Telesat shall include in the notice the specific requirements which the Deliverable Item fails to comply with. In the event the Contractor receives a written notice of rejection from Telesat, the Contractor shall, if it is directed to do so by Telesat in writing, correct or repair (at the Contractor's option), at the Contractor's sole cost, the Deliverable Item and submit it for re-inspection by Telesat after having corrected and/or repaired all defects. Upon such correction or repair such that the Deliverable Item meets the requirements of this Contract, or in the event Telesat fails to notify the Contractor within such TEN (10) Day period following inspection, Final Acceptance shall be deemed to have occurred at the end of such period. In no event shall the Contractor be released from warranty obligations as set forth in ARTICLE 16.0, REPRESENTATIONS AND WARRANTIES, herein as a result of the Final Acceptance of any Deliverable Item.

13.2.2 For all Deliverable Items other than the Spacecraft and those identified in Paragraph 13.2.1, Final Acceptance shall take place upon delivery of such items to Telesat or, in the case of training, at completion of training, all in accordance with ATTACHMENT 1, STATEMENT OF WORK.

## **14.0 TITLE AND RISK OF LOSS**

### **14.1 SPACECRAFT**

14.1.1 Risk of loss or damage to the Satellite shall pass from the Contractor to Telesat at the time of Intentional Ignition. Prior thereto, any loss or damage to the Satellite shall be at the Contractor's sole risk and expense.

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- 14.1.2 In the event of a Launch Termination (as defined in the launch and in-orbit insurance procured by Telesat, or if Telesat does not procure such insurance or there is no definition of "Launch Termination" in such insurance, defined as that point in time when, following Intentional Ignition, any one or more of the first stage main engine(s) of the Launch Vehicle are shut down, purposely or accidentally, prior to Launch and the launch pad is officially declared safe by the Designated Launch Agency), Contractor shall inspect the Satellite and provide Telesat with a report on the condition of the Satellite together with a recommendation for replacement or repair, if any is required. Thereafter, Telesat shall direct Contractor pursuant to ARTICLE 25.0, CHANGES, as to how to proceed with any required replacement, repairs or storage. In the event of a Launch Termination, risk of loss to the Satellite shall revert back to the Contractor from Telesat at the time Contractor secures the Satellite; however, the provisions of this Paragraph 14.1.2 shall apply with respect to any loss or damage to such Satellite that may have occurred as a result of the Intentional Ignition followed by a Launch Termination, the costs of which shall be the responsibility of Telesat. Upon the subsequent Intentional Ignition, risk of loss or damage to such Satellite shall again pass from the Contractor to Telesat at the time of such subsequent Intentional Ignition.
- 14.1.3 Title to the Satellite shall pass from the Contractor to Telesat in accordance with the first to occur of any of the following events:
- a) Telesat grants Final Acceptance to the Satellite; or
  - b) Telesat grants Qualified Acceptance to the Satellite; or
  - c) In the event of a Total Loss or Constructive Total Loss, as set out in ARTICLE 13.0, INSPECTION AND FINAL ACCEPTANCE - DELIVERABLE ITEMS, Paragraph 13.1.4, upon the occurrence of the event which caused such Total Loss or Constructive Total Loss.
- 14.2 Title and risk of loss or damage to Deliverable Items except for the Satellite to be delivered under this Contract shall pass from the Contractor to Telesat at the time of their Final Acceptance. Prior thereto, any loss or damage to any such Deliverable Item shall be at the Contractor's sole risk and expense.

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**15.0 LIABILITY FOR LOSS AND DAMAGE; INSURANCE****15.1 INDEMNITY**

15.1.1 Subject to Paragraph 15.2, the Contractor, at its own expense, shall defend, indemnify and hold Telesat, its permitted assignees and the employees of Telesat's owners who have responsibility with respect to Telesat, and their respective directors, shareholders, officers, employees, contractors, Consultants, and agents (collectively, for the purposes of this Paragraph 15.1.1, "Telesat") harmless from any loss, damage, liability or expense (including court costs and reasonable legal fees) resulting from damage to property, including but not limited to the property of Telesat but excluding damage caused by or to the Spacecraft or any other Deliverable Item after passing of risk, and from personal injury, and death, to all persons, including, but not limited to, employees of the Contractor or of its Subcontractors, employees of Telesat and of all other persons performing any of the Work hereunder, arising from any occurrence caused by any act or omission, negligent or otherwise, for which the Contractor, or its Subcontractors at any tier, or its directors, shareholders, officers, employees, agents, or any of them are legally liable, and at its expense shall defend any actions brought against Telesat and/or its directors, officers and employees, agents, or any of them, in connection therewith 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, always provided that Telesat gives the Contractor prompt notice of such actions, appropriate authority to defend the claims on its behalf, and, at the request and expense of the Contractor, reasonable co-operation and assistance and such relevant information as is available to it. For the avoidance of doubt, Contractor's indemnification obligations pursuant to this Paragraph 15.1.1 shall include any loss, damage, liability or expense (including court costs, reasonable legal fees) and other expenses resulting from gross negligence or willful misconduct of the Contractor in its post-Launch operation of the Satellite at any time, but shall not include any other loss resulting from Contractor's post-Launch operation of the Satellite.



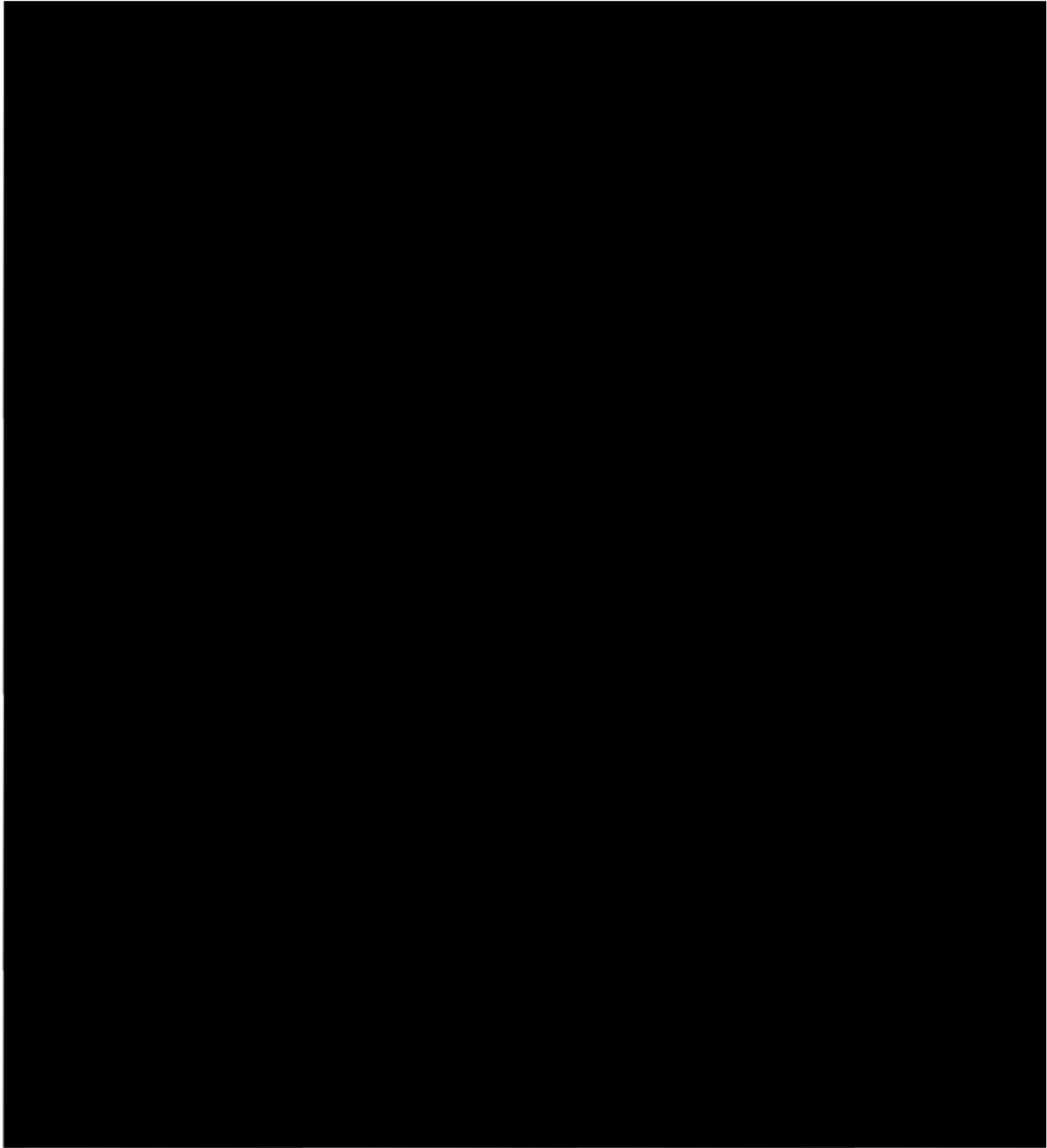
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**15.2 LAUNCH SITE INTER-PARTY WAIVER**

**(to be revised when the Designated Launch Agency has been determined)**

Telesat and the Contractor agree to a no-fault, no-subrogation inter-party waiver of liability under which each Party agrees to be responsible for any damage which it sustains as a result of damage to its own property and injury to employees, including death, involved in

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launch operations in or around the Designated Launch Site, which damage is caused by either the Contractor, Telesat, the Designated Launch Agency or any other party involved in launch operations, and whether such damage arises through negligence or otherwise. It is the intent of the Parties that this inter-party waiver of liability be construed broadly to achieve the intended objectives. For purposes of this Paragraph 15.2 only, both Parties further agree that if they subcontract with a third party to provide services which necessitate such third party's presence on the Designated Launch Site, then the Contractor or Telesat, as the case may be, acknowledge and agree that such third party shall be required to agree to a no-fault, no-subrogation inter-party waiver of liability and indemnity for damages it sustains, identical to the Parties' respective undertakings under this Paragraph 15.2.

In the event that either Telesat or the Contractor fail to obtain the aforesaid inter-party waiver of liability from its respective third parties then such Party failing to obtain the waiver shall indemnify and hold the other Party, the Designated Launch Agency, other users of launch services and their respective contractors and subcontractors harmless from claims brought by such third parties, for damage to such third parties' property or injury to, or death of, such third parties' employees in connection with launch operations.

**15.3 INSURANCE**

The Contractor and Telesat shall provide and maintain the applicable insurance, at their respective expense, in accordance with the Insurance Schedule contained in APPENDIX 2 appended hereto and made a part hereof. In addition, the Contractor shall include in any subcontract with a value in excess of [REDACTED] required to furnish any part of the Work pursuant to this Contract, such terms as are necessary to oblige the Subcontractor to provide and maintain insurance similar to that to be provided and maintained by the Contractor, pursuant to the Insurance Schedule. If the Subcontractor does not for any reason provide and maintain such insurance, the Contractor shall ensure that the Work is insured for the benefit of Telesat and the Contractor as detailed in APPENDIX 2.

Telesat shall, no later than THIRTY (30) Days prior to Launch, provide the Contractor with extracts from its launch and in orbit Insurance policy(ies) and from its contract with the Designated Launch Agency as the Contractor may reasonably request so that the Contractor may interpret the meaning of the appropriate terms in this Contract.

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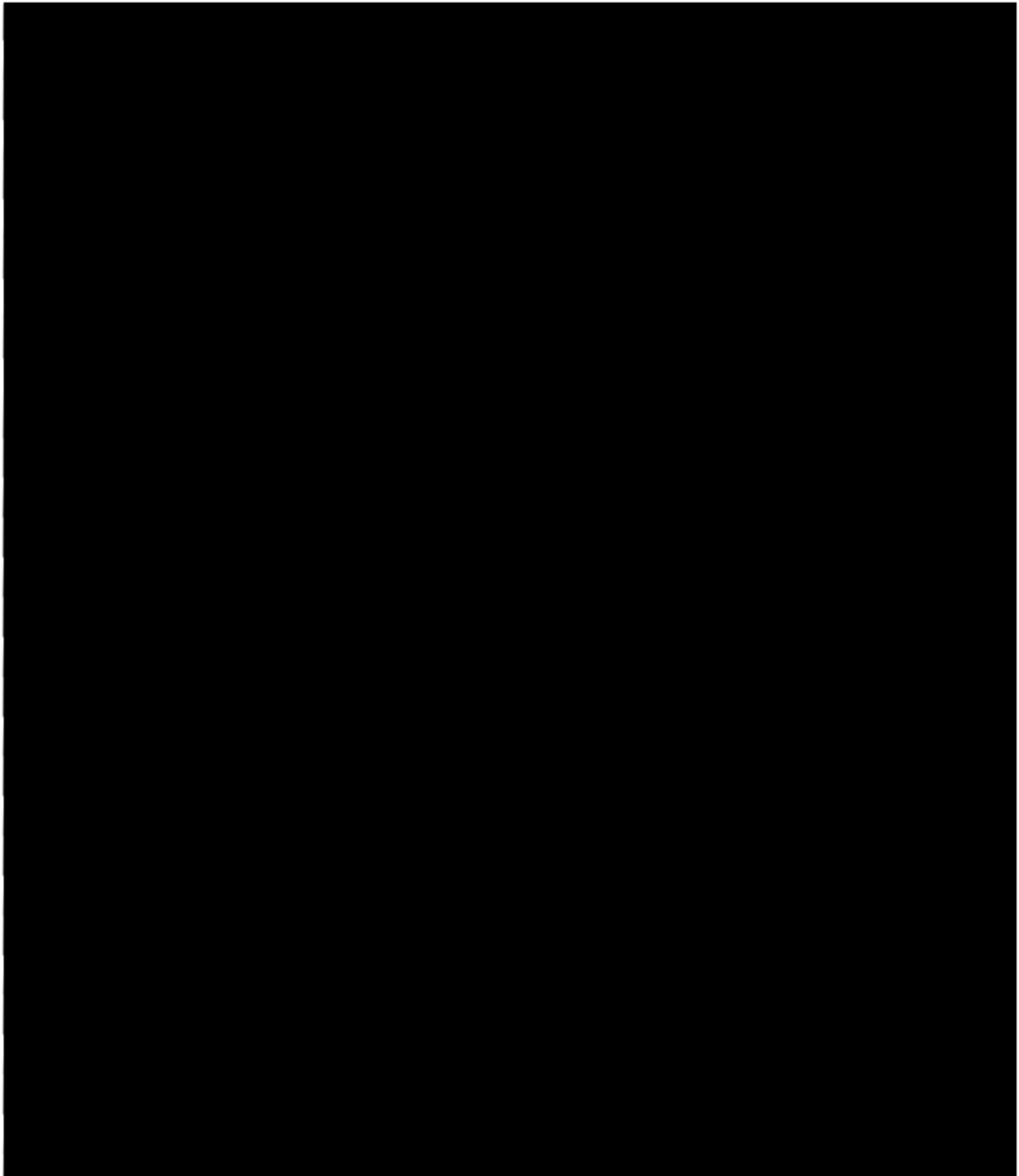
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15.4 Notwithstanding any other term or provision contained in the Contract, this ARTICLE 15.0 shall survive the completion or termination of this Contract in any manner whatsoever.

**16.0 REPRESENTATIONS AND WARRANTIES**



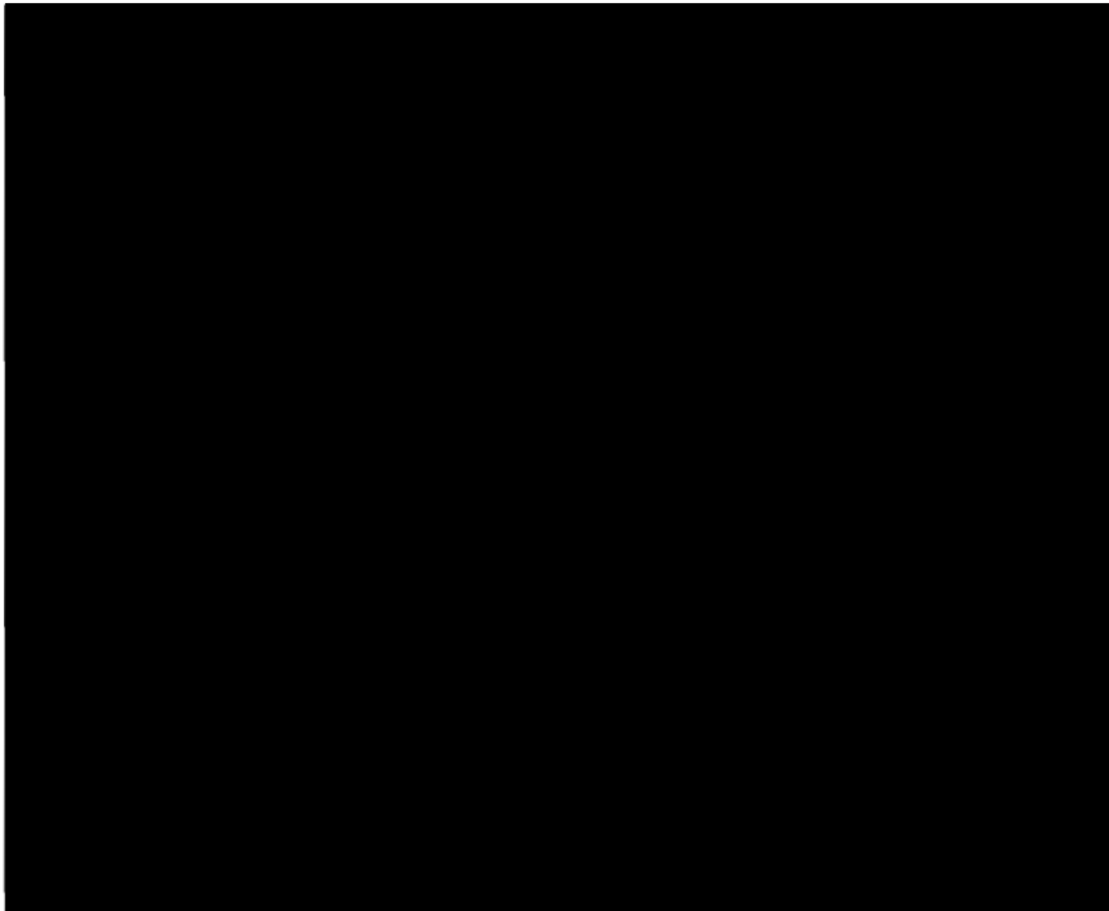
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- 16.3 In addition to the warranty provisions of this ARTICLE 16.0, the Contractor agrees to provide the support defined in ATTACHMENT 1, STATEMENT OF WORK, including but not limited to the support of Subcontractors, at no cost, in assisting Telesat in diagnosing and implementing corrective action for any Spacecraft or any Software failure or any other anomaly occurring with or on the Spacecraft or any Software during the Service Life. The Contractor specifically acknowledges that its obligation pursuant to this Paragraph 16.3 shall continue whether or not it is earning Performance Incentives pursuant to ARTICLE 7.0, PERFORMANCE INCENTIVES. In the event that the Contractor fails to provide timely and full support in diagnosing and implementing any corrective action, Telesat shall, at its sole discretion and acting reasonably, withhold the payment of any Performance Incentives pursuant to ARTICLE 7.0, PERFORMANCE INCENTIVES that may be due and payable to the Contractor until such time as acceptable support and corrective action has been provided to its reasonable satisfaction. In the event that it is demonstrated that the required support arises from the Satellite not being a Properly

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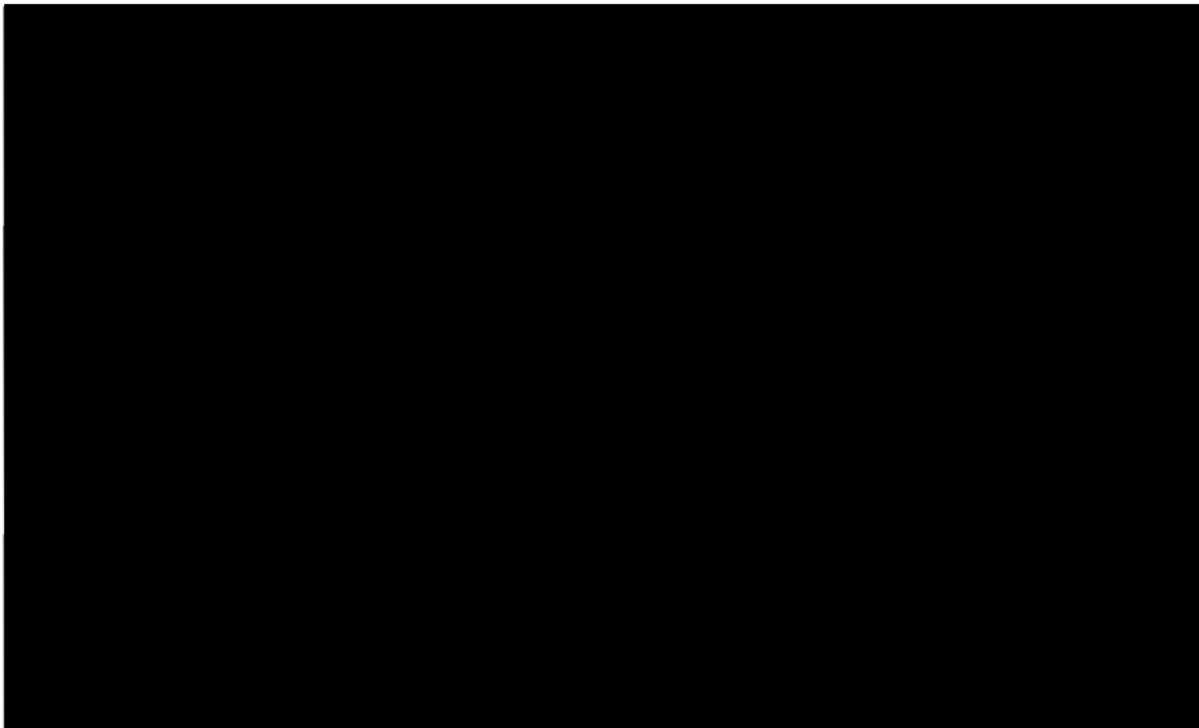
Operated Satellite, Telesat shall bear the Contractor's reasonable costs for the provision of such support.

**16.4 CORRECTIVE MEASURES IN SATELLITES**

16.4.1 i) Without limiting the obligations of the Contractor under other provisions of this Contract:

- a) if the data available from an in-orbit spacecraft or a spacecraft which has not been launched or which was unsuccessfully launched (including parts alerts) shows that the Spacecraft to be delivered under this Contract may fail to meet the applicable specifications and requirements herein and, in particular, any performance requirements of the technical specifications at any time during the Service Life and such failure would adversely affect the performance of the Satellite, and/or;
- b) if a parameter of an in-orbit satellite is drifting towards its design limit prematurely, and such degradation may jeopardize the Service Life of the Spacecraft,

the Contractor shall promptly notify Telesat of any such deficiency and shall, promptly upon written request of Telesat, take appropriate corrective measures, at its own expense, on any unlaunched Satellite to eliminate any such deficiencies regardless as to whether Telesat has or has not previously accepted such unlaunched Spacecraft or components of such unlaunched Spacecraft.

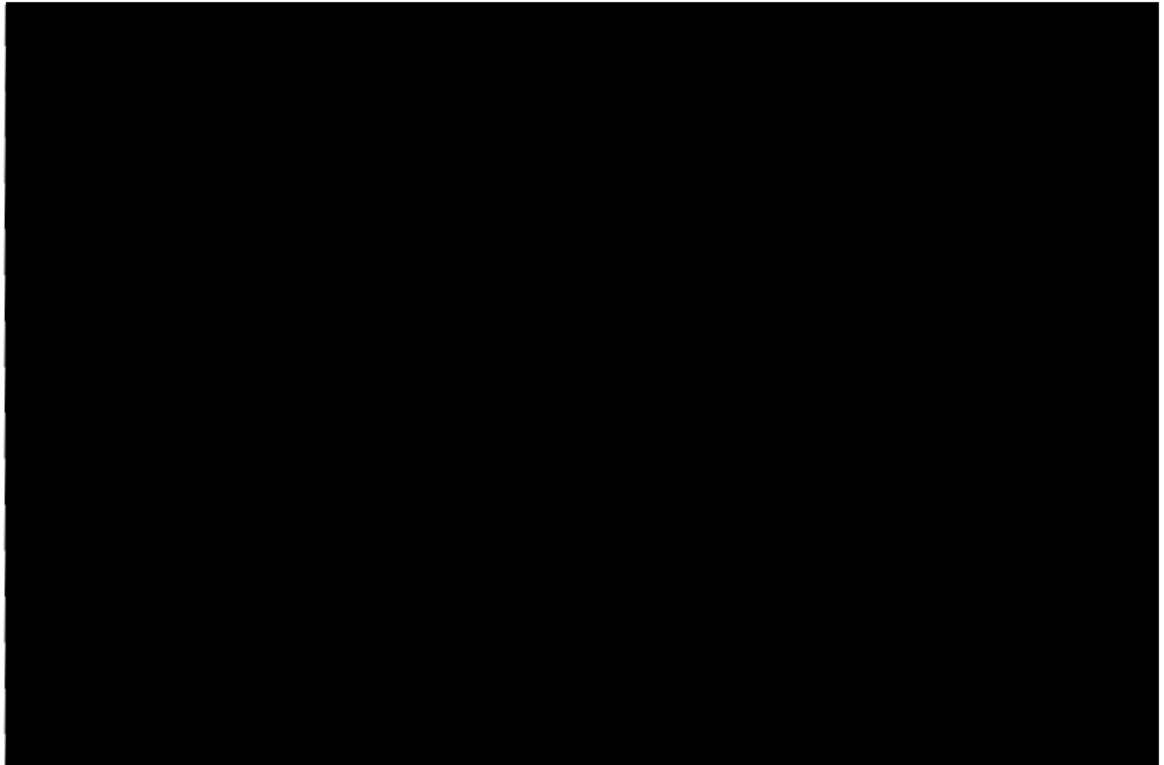


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- 16.4.2 In addition to the obligations pursuant to Paragraph 16.4.1 herein, and regardless of whether or not the Satellite has been Launched, the Contractor agrees it shall use its best reasonable efforts, and at no cost to Telesat, to provide revised recommended operating procedures, a ground-based system solution, or software which can be uploaded to the Satellite from the ground which corrects any material software defect(s) on the Satellite which render(s) the Satellite incapable of performing the functions described in ATTACHMENT 2, SPACECRAFT PERFORMANCE REQUIREMENTS (unless the Parties mutually determine that correcting or bypassing a malfunction or anomaly in any Spacecraft Software will harm the operation of the Spacecraft).
- 16.4.3 Nothing in this Paragraph 16.4, CORRECTIVE MEASURES IN SATELLITES, shall require the Contractor to disclose the specific satellite or satellite owner affected by any deficiency and/or anomaly where such disclosure would be a breach of the Contractor's contractual obligations to the satellite owner.
- 16.4.4 If the Contractor, in accordance with this ARTICLE, replaces any equipment or any part which was determined to be deficient, such deficient Equipment or part shall remain or become the property of the Contractor.
- 16.5 [RESERVED]

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- 16.6 Without prejudice to any other term of this Contract, the Contractor warrants that all services to be provided under this Contract and/or in connection to the work shall conform to the standards and skills of an expert satellite manufacturer.
- 16.7 Without prejudice to any other term of this Contract, the Contractor warrants that it shall perform the Work in accordance with all applicable laws and regulations and government approvals.
- 16.8 In no event shall the Contractor be released from any of its warranty obligations as set forth herein as a result of any Deliverable Item receiving Final Acceptance.
- 16.9 Without prejudice to any other term of the Contract, the Contractor warrants that the documentation to be provided in accordance with the provisions of this Contract shall be clear, complete and correct.
- 16.10 The Contractor warrants that to the best of its knowledge at EDC, it has the right to convey the rights specified in ARTICLE 19.0, DATA AND DOCUMENTATION RIGHTS, with respect to the Data and Documentation and is not aware of any allegation of infringement relating to the Satellite or the operation thereof as provided for in this Contract.
- 16.11 Without prejudice to any other term of this Contract, the Contractor undertakes and warrants that it has the necessary power, right or title to perform or fulfill or, to the extent applicable, procure performance of its or its Subcontractors' obligations pursuant to the Contract (including the ATTACHMENTS hereto).
- 16.12 The Contractor warrants that as at EDC there is no material litigation existing, threatened or pending against it which may affect its ability to fulfill any of its obligations under this Contract; following EDC, the Contractor shall notify Telesat of any material facts that would cause the Contractor to be unable to make this same warranty at any time prior to Launch of the Spacecraft.
- 16.13 The Contractor represents and warrants that as at transfer or title, the Spacecraft and all Deliverable Items shall be free from any claim, lien, pledge, mortgage, security interest or other encumbrance.
- 16.14 The Contractor covenants that the warranty made by it in Paragraph 16.12 shall be true on the Effective Date of Contract and the representation and warranty made by it in Paragraph 16.13 and/or in any certificate or other writing delivered pursuant thereto shall be true on the date upon which title to the Spacecraft and other Deliverable Items passes to Telesat, in each case, as if made on and as of such date. On the dates upon which title transfers to Telesat, in accordance with ARTICLE 14.0, TITLE AND RISK OF LOSS, Paragraphs

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- 14.1.3 and 14.2, the Contractor shall provide Telesat with a certificate confirming the statement in Paragraph 16.13, signed by an executive officer of the Contractor who has the authority to bind the Contractor.
- 16.15 Prior to the shipment of the Satellite and prior to Launch of the Satellite the Contractor shall deliver certificates in the form of APPENDIX 4A, PRE-SHIPMENT CERTIFICATE, and APPENDIX 4B, LAUNCH CERTIFICATE, to Telesat to certify compliance with this ARTICLE 16.0, REPRESENTATIONS AND WARRANTIES.
- 16.16 This ARTICLE 16.0 shall survive the completion or termination of this Contract in any manner whatsoever.
- 16.17 The Contractor shall not be liable under the warranties provided in this Article for any defects caused by modification or repair of any Deliverable Item by Telesat or a third party without the Contractor's prior written consent, or by accidental damage after passing of risk not caused by the Contractor or by failure of Telesat to operate, store or maintain any Deliverable Item in accordance with the users manual and/or handling and storage plans supplied by the Contractor or as otherwise agreed, in writing, by the Contractor or by gross negligence or willful misconduct of Telesat.
- 16.18 The warranties and representations identified in this Article are in lieu of all other warranties, representations or conditions, express or implied, at law, in equity or under this Contract, including fitness for purpose, merchantability or satisfactory quality and the remedies identified in this Article are the sole remedies available to Telesat for breach by the Contractor of such warranties, representations or conditions. Except as specifically provided in this Article, the Contractor makes no warranties or representations, express or implied, with respect to this Contract or the performance of the Contractor or the Work hereunder, whether arising at law or in equity and all warranties, representations and conditions, express or implied, at law or in equity are, to the fullest extent permitted by law, excluded.

Telesat's sole remedy for failure of the Spacecraft to meet the requirements of this Contract after Launch shall be as identified in ARTICLE 7.0, PERFORMANCE INCENTIVES, ARTICLE 20.0, INTELLECTUAL PROPERTY INDEMNITY and Paragraphs 16.3 and 16.4.2 hereof.

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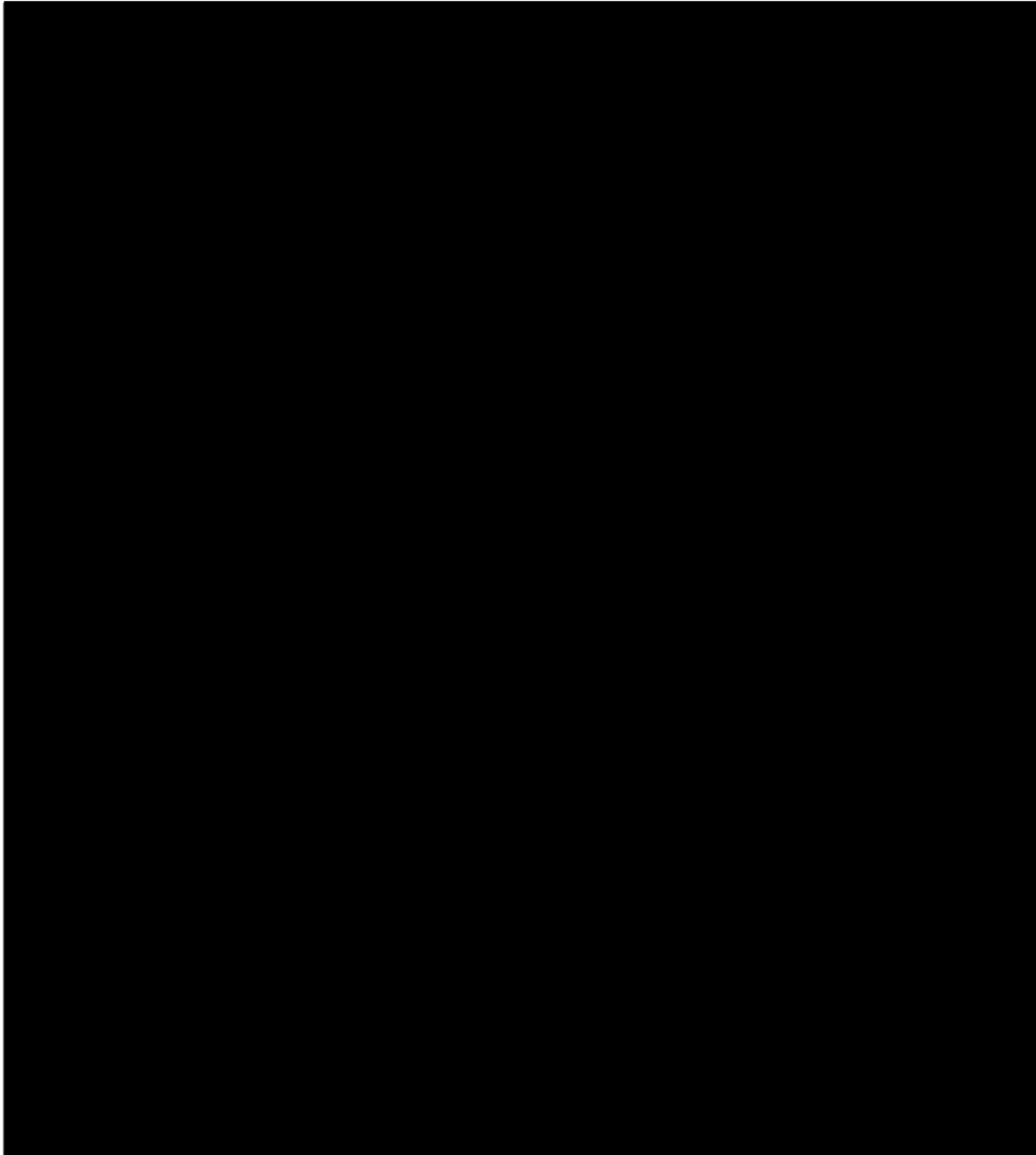
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**17.0 TERMINATION FOR CONVENIENCE**

17.1 Telesat may, upon written notice to the Contractor, terminate all or any part of this Contract at any time, in its sole discretion, and without cause, and the Contractor shall immediately cease work in the manner and to the extent specified.



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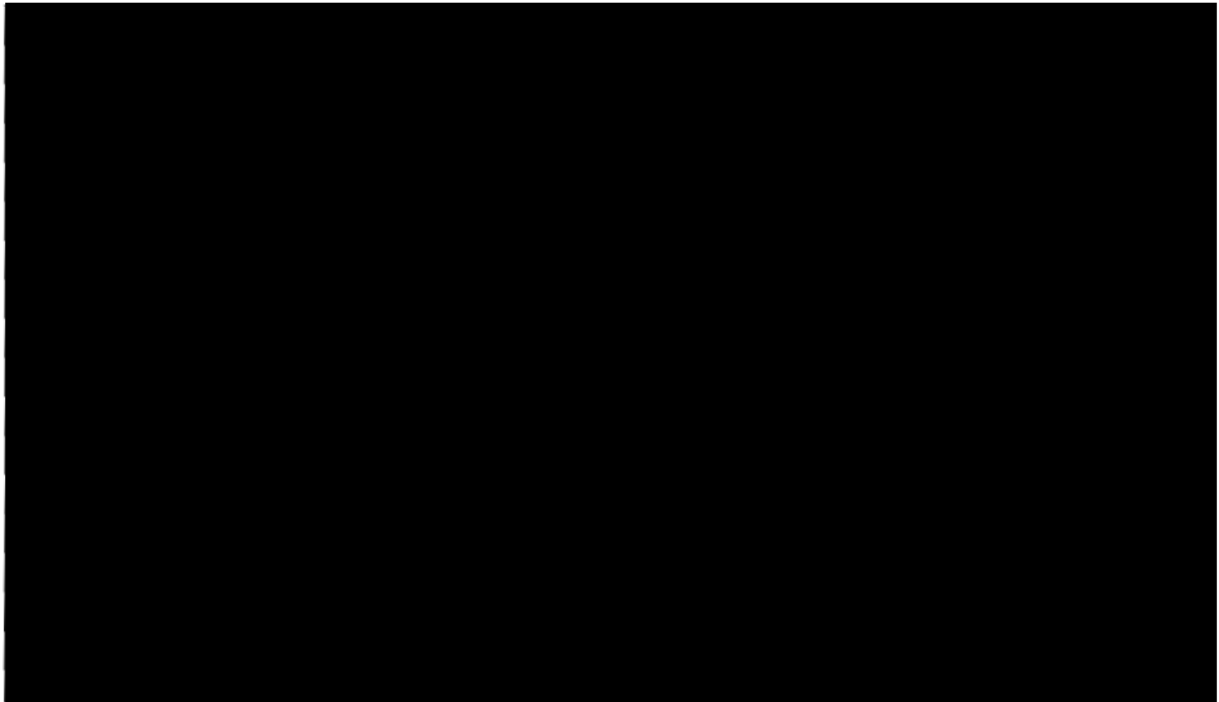
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17.7 Except with respect to agreements concerning the Work signed before EDC and subject to ARTICLE 33.0, SUBCONTRACTING AND INSPECTION, the Contractor shall place any subcontracts on terms that will enable the Contractor to terminate in the same manner set forth in this ARTICLE 17.0.

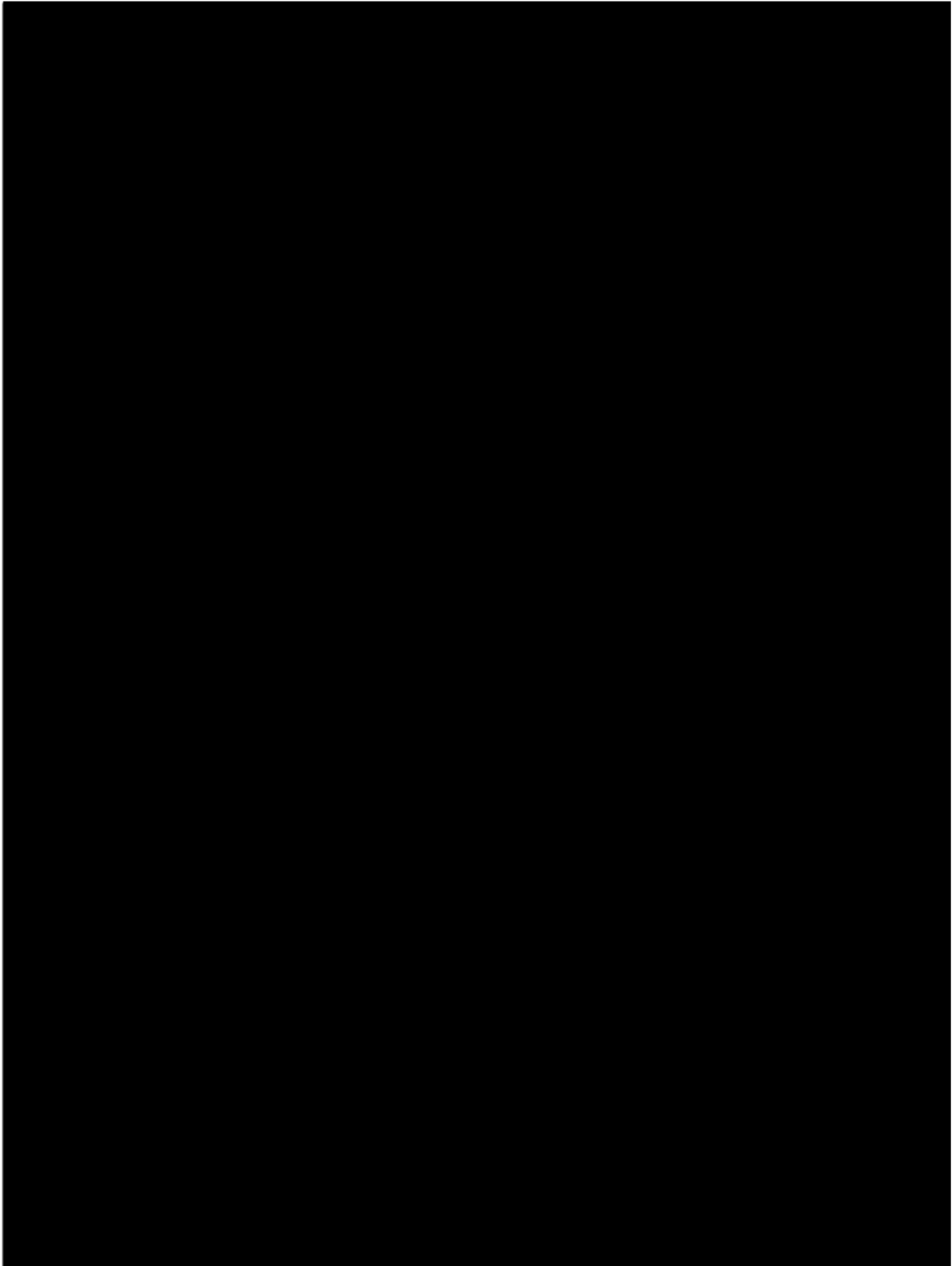
**18.0 TERMINATION FOR DEFAULT**

18.1 Telesat may, prior to Launch, upon written notice to the Contractor, terminate immediately all or any portion of the Contract; or, following Launch, terminate immediately all or any portion of the Work except the Spacecraft, if the Contractor:



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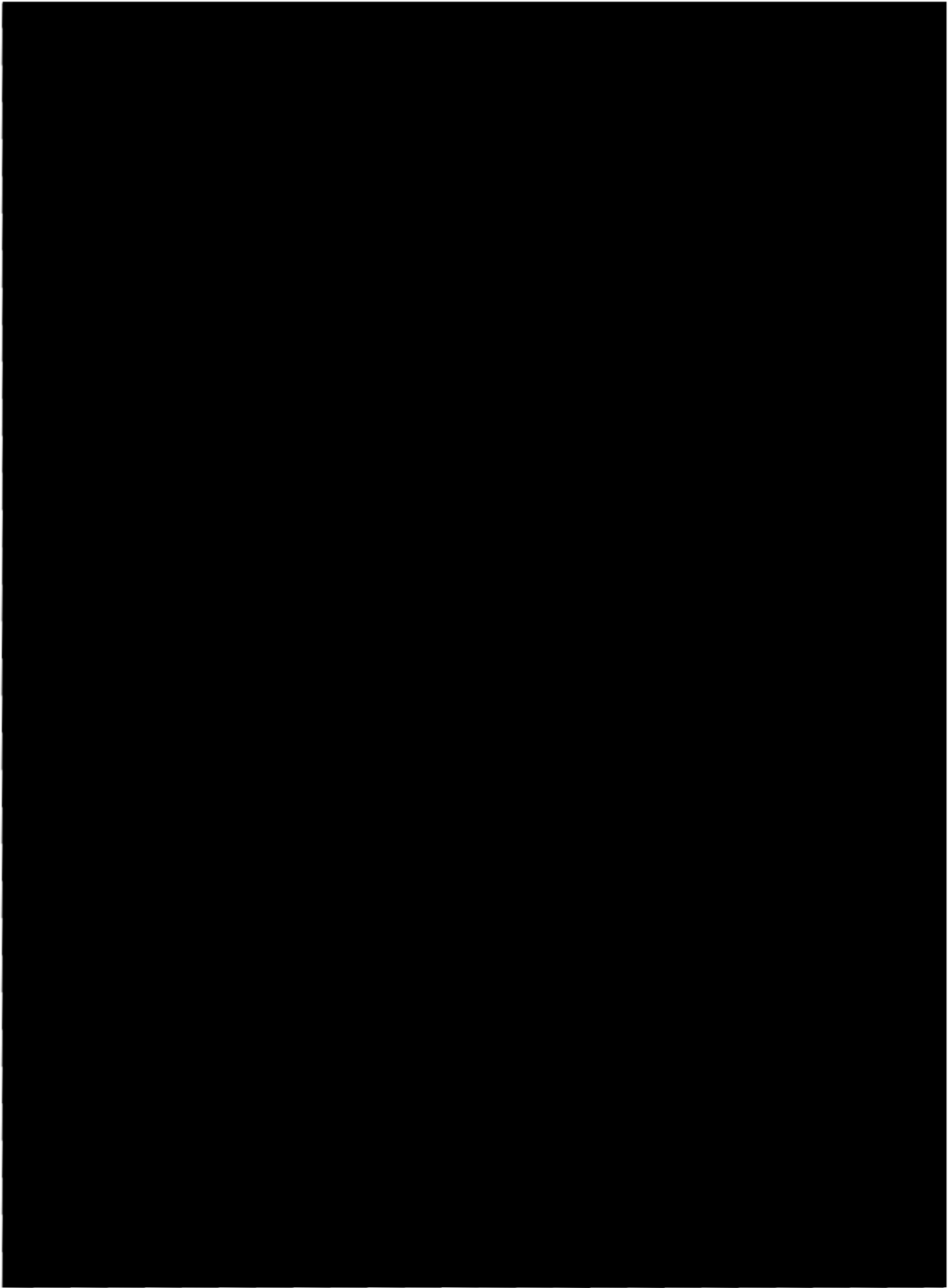
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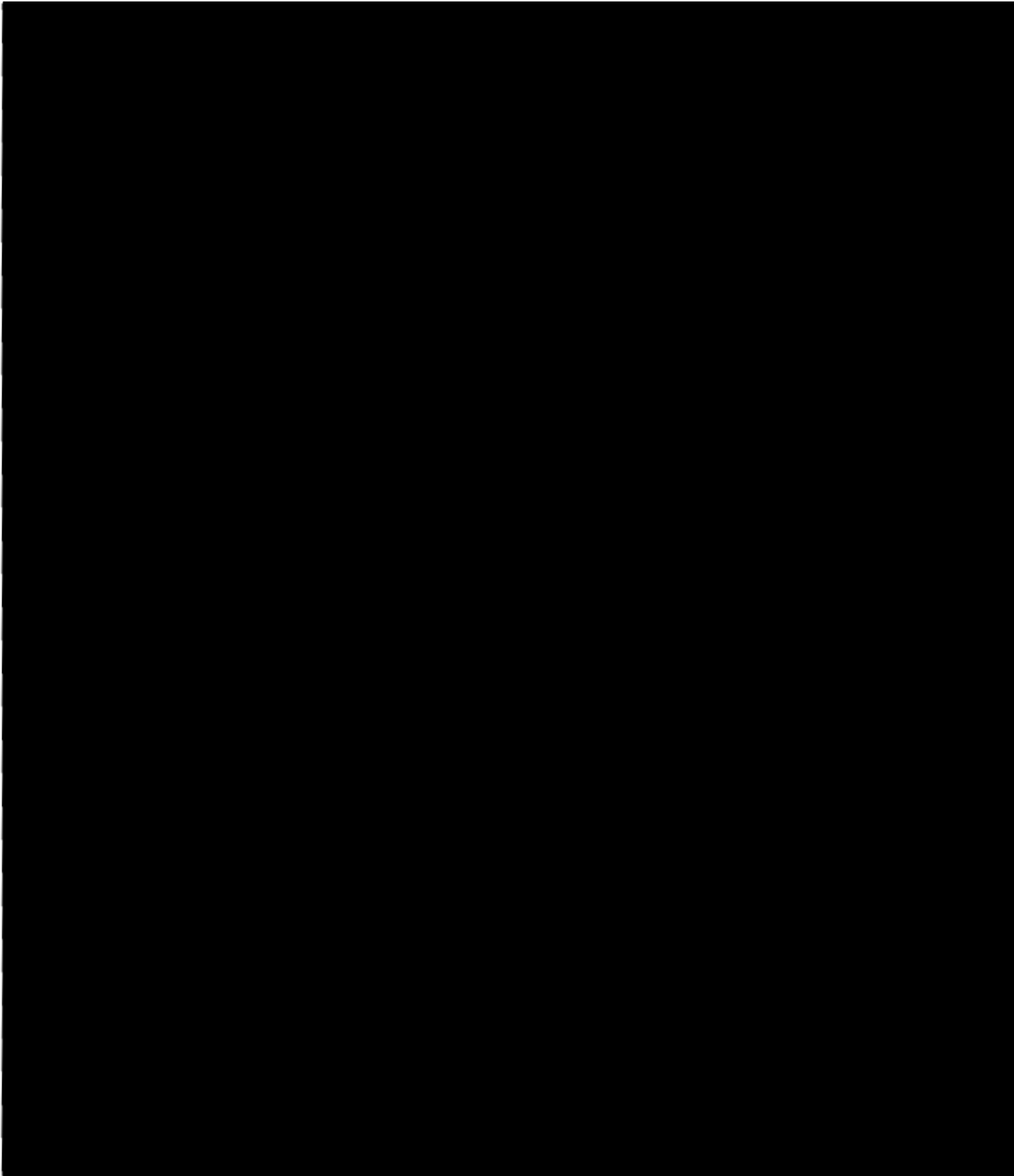
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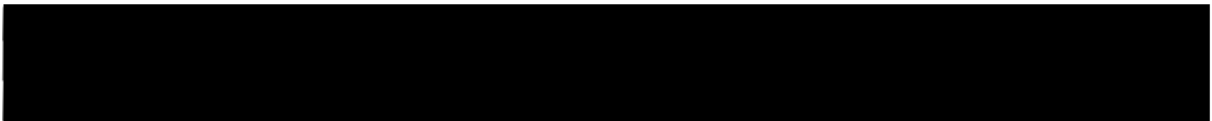
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18.9 Contractor Parental Guarantee

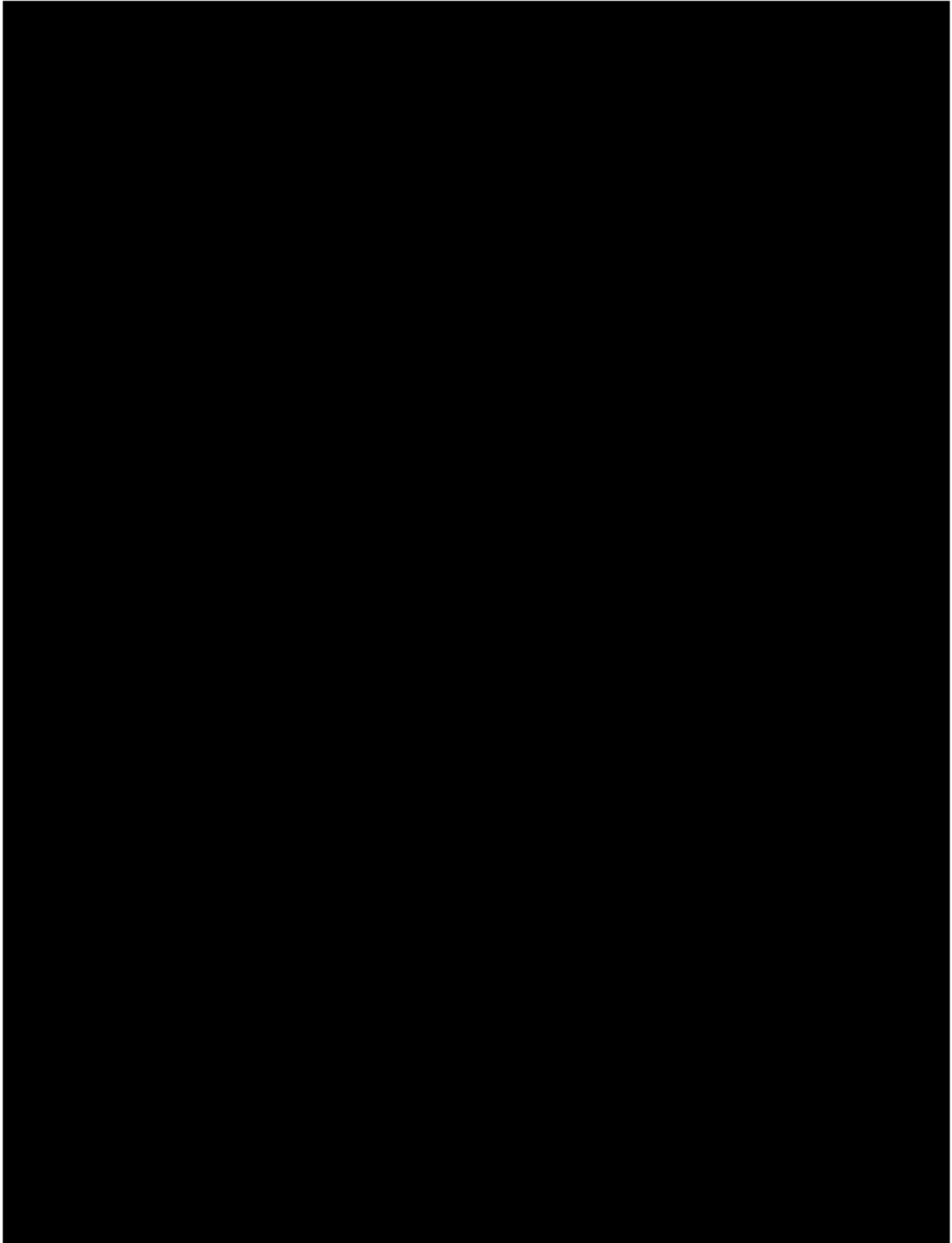


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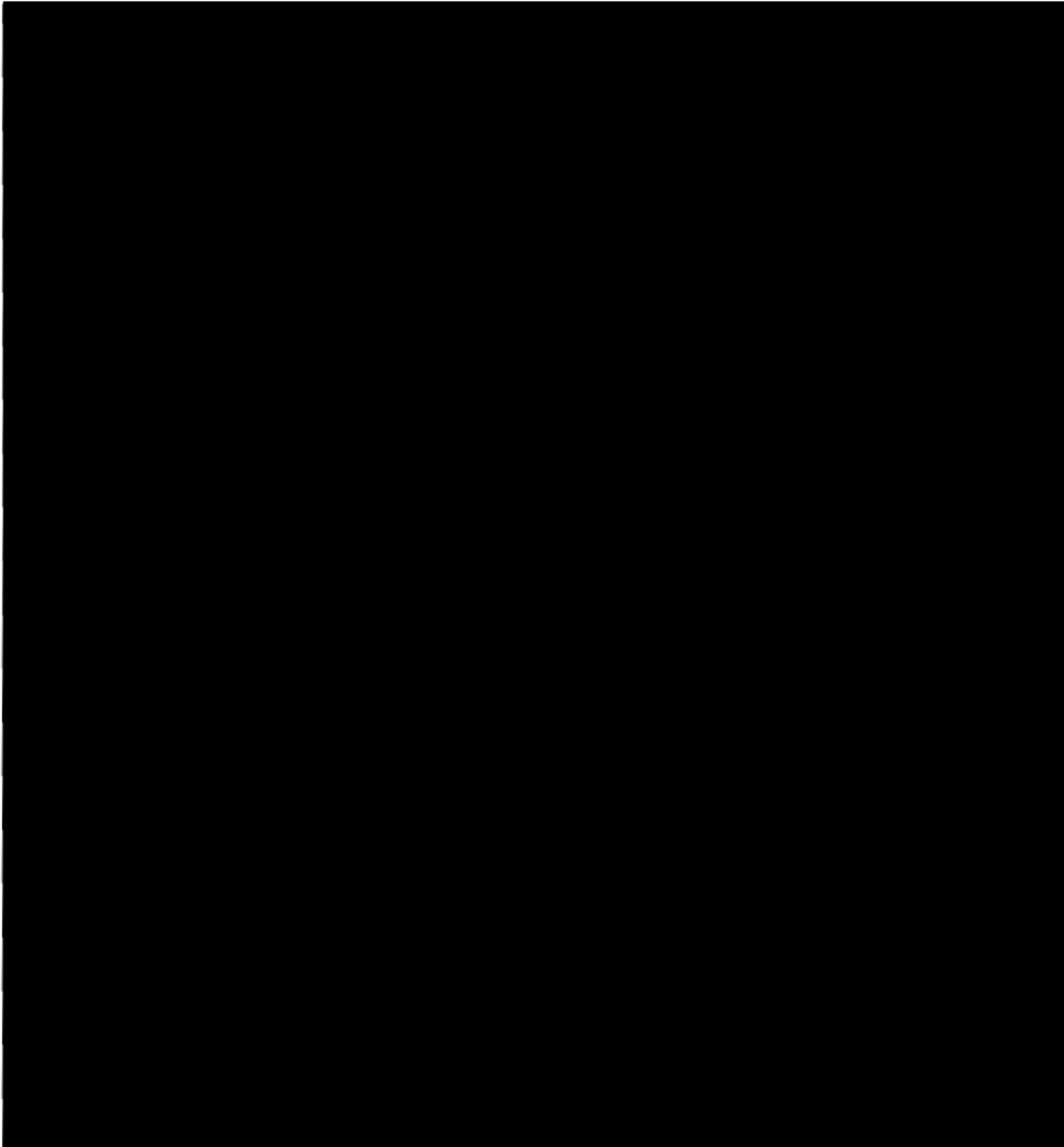
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**19.0 DATA AND DOCUMENTATION RIGHTS**

19.1 "Data and Documentation", for purposes of this Article, means the deliverable data and documentation to be provided by the Contractor to Telesat in accordance with ATTACHMENT 1, STATEMENT OF WORK.

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- 19.2 Subject to ARTICLE 14.0, TITLE AND RISK OF LOSS, of this Contract, the Contractor agrees to and does hereby grant to Telesat the fully paid up non-exclusive right and license to use, throughout the world and without payment of additional compensation to the Contractor, Data and Documentation, including copies of computer programs specified in the Contract and required for the operation of Deliverable Items deliverable under this Contract, only for the purposes of establishing, maintaining, marketing, operating, and using the Satellite in Telesat's satellite communications system. Telesat may also provide Data and Documentation to its Consultants which are not competitors of the Contractor and Telesat may also provide Satellite payload information to its customers which are not competitors of the Contractor, subject to such Consultants' and Telesat's customers' prior written agreement, in favour of both Telesat and the Contractor, not to make any further disclosure and to use the Data and Documentation in accordance with the terms of this ARTICLE 19.0 and subject to any export license restrictions that may apply.
- a) In addition, Telesat shall have a non-exclusive right to copy for use in connection with any Deliverable Items delivered under this Contract, any Data and Documentation which is required to be furnished to Telesat; provided that if any of the foregoing Data and Documentation is copyrighted, the Contractor hereby grants to Telesat the royalty-free right to copy such copyrighted material to the extent that the Contractor now has or hereafter acquires the authority to grant such right to make copies to others. Where the Contractor is not as at the date of such request from Telesat, entitled to license the copying of the relevant item of Data and Documentation to Telesat, the Contractor undertakes to use reasonable efforts to procure such permission from the relevant third party, and to notify Telesat once such permission has been obtained. Telesat shall apply an appropriate copyright notice to all copies of such copyrighted Data and Documentation.
- b) At the time that any Data and Documentation is furnished under this Contract to Telesat, the Contractor shall notify Telesat in writing of the inclusion of the furnished material of any such amount of copyrighted material or other material with respect to which the Contractor is not entitled to grant the right to make copies to others.
- 19.3 All Data and Documentation, and any lists thereof, shall be treated as confidential by the Parties and subject to the confidentiality provisions of ARTICLE 32.0, RELEASE OF INFORMATION AND CONFIDENTIALITY.

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- 19.4 If Telesat concludes that any Data and Documentation furnished by the Contractor is not proprietary or has not been properly marked in accordance with ARTICLE 32.0, RELEASE OF INFORMATION AND CONFIDENTIALITY, it shall promptly notify the Contractor in writing of its conclusions and the Contractor shall have THIRTY (30) Days to respond in writing. If the Contractor agrees with Telesat's conclusions in a written response, Telesat will be entitled thereafter to modify, remove, obliterate, or ignore any such marking with respect to the agreed upon document. If the Parties are unable to come to agreement as to the proper markings of such Data and Documentation, any such disagreement shall be subject to the disputes procedure under ARTICLE 22.0, DISPUTES.
- 19.5 Subject to ARTICLE 32.0, RELEASE OF INFORMATION AND CONFIDENTIALITY, of this Contract, during the Service Life of the Spacecraft and thereafter until such time as the Spacecraft is retired, Telesat shall, upon a reasonable request, provide the Contractor with on-orbit performance data received from and concerning the Spacecraft without payment of additional compensation to Telesat.
- 19.6 **SOFTWARE RIGHTS IN GROUND CONTROL SOFTWARE**
- 19.6.1 The Contractor grants to Telesat an irrevocable, fully paid up, non-exclusive, non-transferable, world-wide, royalty-free right and license (1) to use and maintain the dynamic software simulators ("DSS") at the installation site, only for the purpose of simulating the performance of the Satellite, provided however that Telesat may, upon notification to the Contractor, transfer the DSS to another location for such purpose; and (2) to reproduce the DSS Software for the purposes of safekeeping (archives) or backup, provided that all copyright notices and proprietary markings are reproduced on all copies.
- 19.6.2 Except for those rights in the DSS specifically granted in this Contract, no rights in the DSS are granted to Telesat. The DSS in object code and source code form and the documentation are a trade secret of the Contractor. Telesat agrees to preserve such DSS in confidence and shall not disclose such DSS to any third parties. Third parties do not include those Consultant(s) who have Telesat permission and who have agreed in writing with Telesat and the Contractor to use the DSS only in accordance with these restrictions. Telesat shall take all reasonable steps to safeguard from theft, loss and disclosure to others all DSS Software and Data and Documentation delivered hereunder. Telesat shall take appropriate action by instruction and agreement with its employees and Consultant(s), who are permitted access to the DSS, to bind them to the restrictions and obligations herein.

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**19.7 SOURCE CODE ESCROW**

- a) In the event Telesat should require deposit of the source code in escrow for any Software, the Contractor shall deliver a Source Code Escrow Package (as defined in Paragraph g) below) for such Software to a mutually acceptable escrow agent provided that Telesat, the Contractor and the escrow agent shall first enter into an escrow agreement on standard commercial terms. Telesat and the Contractor agree to enter into such an escrow agreement as soon as possible after Telesat gives notice to the Contractor that it requires the Parties to enter into an escrow agreement. In addition to the foregoing Telesat and the Contractor further agree to use their best reasonable efforts to enter into a source code escrow agreement with the licensor of any other third party Software as soon as possible following the execution of this Contract to provide Telesat with the source code for such third party Software in the event of an occurrence pursuant to Paragraph 19.7 e) below.
- b) When and if, from time to time during the Service Life of the Satellite, the Contractor provides Telesat with a maintenance release or upgrade version of any Software hereunder, the Contractor shall within THIRTY (30) Days thereafter deposit with the escrow agent, in accordance with the escrow agreement, a Source Code Escrow Package for the maintenance release or upgrade version of such Software and give Telesat notice of such delivery.
- c) Telesat may, at its option and expense, request that the completeness and accuracy of any Source Code Escrow Package be verified provided such verification may be requested once per deposit of any individual Source Code Package no later than THIRTY (30) Days after delivery thereof to the escrow agent by the Contractor, the Contractor shall make technical and support personnel available as reasonably necessary for the verification, the Contractor may, in its discretion, designate a representative to accompany the Source Code Escrow Package at all times and to be present at the verification and, the responsibility for the completeness and accuracy of the verification will be solely that of Telesat.
- d) All fees and expenses charged by the escrow agent in respect of the source code for any Software (if any additional fees and expenses are payable in escrowing source code for Telesat) shall be the responsibility of Telesat.
- e) The Source Code Escrow Package may be released from escrow to Telesat in the event the Contractor commences a voluntary proceeding concerning itself under any

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applicable bankruptcy, insolvency, reorganization, adjustment of debt, relief of debtors or similar law ("Insolvency Law"); or any involuntary proceeding commences against the Contractor under an Insolvency Law and the petition has not been dismissed within SIXTY (60) Days after commencement of the proceeding; or a receiver or like person is appointed for or takes charge of all or a substantial portion of the property of the Contractor and such custodian or receiver has not been dismissed or discharged within THIRTY (30) Days; or the Contractor has taken action toward the winding-up, dissolution or liquidation of the Contractor or its business; or the Contractor has been adjudicated insolvent or bankrupt or an order for relief or other order approving a case or proceeding under an Insolvency Law has been entered; or the Contractor has made a general assignment for the benefit of creditors or become unable to pay its debts generally as they become due.

- f) If Telesat desires to obtain the Source Code Escrow Package from the escrow agent in the event of an occurrence under Paragraph 19.7 e) above, then, Telesat shall (i) comply with the procedures set out in the escrow agreement to document the occurrence of the release, (ii) maintain all materials and information comprising the relevant Source Code Escrow Package in strictest confidence and use and/or disclose such materials and information only in accordance with this Contract, (iii) in the event the release is temporary, promptly return (or at its discretion destroy) all released materials and information to the escrow agent, and (iv) promptly respond, fully and completely, to any and all requests for information from the Contractor concerning Telesat's use or contemplated use of the relevant Source Code Escrow Package and the names, employment histories and affiliations of the individual(s) having access to such Source Code Escrow Package.
- g) For the purposes of this Paragraph 19.7 the Source Code Escrow Package shall be defined as (i) a complete copy in machine-readable form of the relevant source code and executable code of any Software, (ii) complete instructions and/or computer-executable scripts for compiling, linking and executing every part of the relevant source code into executable code, (iii) construction of the adjunct databases, or execution support software as described above for purposes of enabling verification of the completeness of the source code when held in escrow. Such instructions shall include precise identification of all compilers, library packages, and linkers used to generate the Software.

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**19.8 VENDOR-PROVIDED SOFTWARE**

Vendor-Provided Software which is developed by a third party shall be provided to Telesat in accordance with the particular third party's usual software license agreement without further payment by Telesat, which agreement(s) will be provided to Telesat upon installation of said Software; and will in any event grant to Telesat the right and license to use such Software for the purposes of this Contract. Telesat agrees to use such Software only in accordance with the provisions of such software license agreement.

19.9 Except as expressly provided in this ARTICLE 19.0, nothing in this ARTICLE shall entitle Telesat to sub-license to any third party or permit or authorize Telesat or any third party to copy, use, distribute, decompile, reverse engineer or make derivative works of any Software, Data and Documentation, or other copyrighted materials provided.

19.10 The license or licenses granted under this ARTICLE 19.0 are subject to the rights or licenses being exercised solely pursuant to the terms and conditions on which they are granted in this ARTICLE. If not or if, subject to ARTICLE 6.0, PAYMENT, Paragraph 6.4, Telesat is in default of its payment obligations under this Contract, except where such default is the subject of a good faith dispute, the Contractor shall be entitled to seek damages against Telesat pursuant to ARTICLE 22.0, DISPUTES and ARTICLE 23.0, ARBITRATION. Where such default is the subject of a good faith dispute, the Contractor shall not have the right to terminate any rights or licenses granted in this ARTICLE until THIRTY (30) Days following a final determination of the dispute by an arbitrator(s) under ARTICLE 23.0, ARBITRATION. In the event Telesat pays such arbitral award within the time specified or within such THIRTY (30) Day period, whichever is later, the Contractor shall not be entitled to terminate any rights or licenses granted in this ARTICLE.

19.11 The provisions of this ARTICLE 19.0 and, unless terminated earlier pursuant to the provisions of Paragraph 19.10, the license or licenses granted hereunder shall survive the completion or termination of this Contract in any manner whatsoever.

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**20.0 INTELLECTUAL PROPERTY INDEMNITY**

- 20.1 The Contractor shall indemnify and hold harmless Telesat, its successors and assignees, its directors, officers, shareholders, employees, agents, and Consultants from and against any liability, expense or legal and similar costs as a result of any claim or action alleging the infringement of any patent, copyright, or industrial design, mask work, trademark or alleging unauthorized use or disclosure of any Telesat proprietary technical information in respect of the Work performed under the Contract.
- 20.2 The Contractor agrees to resist, defend or settle (in the manner prescribed in Paragraph 20.4), at its own expense, any demand, claim, action or proceeding for royalty payments or for other relief against Telesat, its directors, officers, shareholders, agents or employees or Consultants, based on any of the allegations set out in Paragraph 20.1 herein. The Contractor agrees to pay any royalties, liabilities and other costs (including court costs and reasonable legal fees) related to the settlement of such demand, claim, action or proceeding and to pay any damages, costs or other sum finally awarded as a result of such demand, claim, action or proceeding. Telesat agrees to provide the Contractor with prompt written notice of any such demand, claim, action or proceeding. Telesat shall not make any admission which might be prejudicial thereto. It is also agreed that Telesat may be represented by counsel to provide it with independent advice, at Telesat's expense, and to require the Contractor to consult with and keep advised, Telesat's counsel. Where Telesat is so represented, counsel for the Contractor will keep Telesat's counsel informed of each step in any such action or proceeding. The Contractor shall not be entitled to enter into any agreement with the claimant which could result in the operation of Telesat's satellite communications system being in any way hindered or impaired without having previously complied in full with the Contractor's obligations under Paragraph 20.4 below.
- 20.3 Each Party agrees to promptly provide the other Party with written notice of any infringement demand, claim, request, proceeding or action against the Contractor or Telesat, as the case may be, arising in connection with any element of the Work or technology incorporated into the Work provided under this Contract.
- 20.4 In the event that, as a result of any such demand, claim, action or proceeding, the manufacture, use, lease or sale of any item thereof is enjoined, the Contractor agrees to utilize its best reasonable efforts to:
- a) Negotiate a license or other agreement with the plaintiff, so that such item is no longer subject to such injunction; or

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- b) Modify suitably such item or substitute a suitable item therefor (but only prior to Launch in respect of the Spacecraft), which modified or substituted item is not subject to such injunction and to extend the provisions of this ARTICLE thereto; or
- c) Remove such item (but only prior to Launch in respect of the Spacecraft) and refund the aggregate payments paid therefor by Telesat less a reasonable sum for use, damage and obsolescence.

20.5 In the event none of the alternatives set forth under Paragraph 20.4 herein can be suitably accomplished by the Contractor, Telesat shall have the option, prior to Launch, to require the Contractor to refund Telesat all payments made by Telesat to it on account of the Contract Price for such infringing items, plus any Performance Incentives in the case of an infringing Spacecraft, within THIRTY (30) Days of notice thereof; and prior and post Launch, to require the Contractor to be liable to Telesat for Telesat's reasonable additional costs and damages, including, but not limited to, loss of profit or revenue, special, incidental, punitive, indirect or consequential damages in respect thereof. Should the Contractor be required to refund all payments to Telesat under this Paragraph 20.5, Telesat shall retransfer title in the enjoined item to the Contractor if title has previously passed to Telesat.

20.6 The indemnity contained in this ARTICLE 20.0 shall not apply where the Contractor can show that the infringement or alleged infringement which is the subject of the claim in question resulted from a design originating with Telesat or a use of a Deliverable Item other than in its specified operating environment or a modification or addition to any item which Telesat requested to be carried out by an entity, other than the Contractor, or which was carried out by Telesat itself, and which, in either case, did not arise from (i) an obligation of the Contractor under the Contract; or (ii) a specific recommendation by the Contractor. In addition, the Contractor shall have no liability for any infringement arising from the combination of such item or part with any other item or part not furnished to Telesat by the Contractor hereunder; or from the use of such item or part in practicing any process not completely practiced by such item or part.

20.7 No sales or lease hereunder shall convey any license by implication, estoppel or otherwise, under any proprietary or patent rights of the Contractor, to practice any process with the combination of the Work, or part thereof with any other work or part except as provided in ARTICLE 16.0, REPRESENTATIONS AND WARRANTIES, herein. However, the Contractor waives any claim it may have with respect to any proprietary or patent rights of

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the Contractor against Telesat, its customers, its successors and assigns arising out of the use of the Work itself in the manner intended in this Contract.

20.8 This ARTICLE 20.0 shall survive the completion of the Contract or termination of the Contract in any manner whatsoever.

20.9 The indemnity the subject of this ARTICLE 20.0, INTELLECTUAL PROPERTY INDEMNITY, shall cease at the end of the Service Life except in respect of infringements or alleged infringements which occurred prior to such date.

## 21.0 RIGHTS IN INVENTIONS

21.1 As used in this Contract, "Invention" means any invention, discovery or improvement conceived in the performance of Work under this Contract except with respect to Telesat Software. For the purposes of this ARTICLE, "Telesat Software" shall mean any Software supplied or provided by Telesat pursuant to this Contract including, but not limited to, Real Time, Flight Dynamics System, and any other software used by Telesat in the operation of the Satellite. The Parties hereby acknowledge and agree that Telesat Software including, but not limited to, Real Time, Flight Dynamics System, and any other Telesat Software used by Telesat in the operation of the Satellite is the exclusive property of Telesat and that the Contractor shall have no rights or claims thereto or in any inventions, discoveries or improvements therein. Telesat hereby grants the Contractor an irrevocable, perpetual, fully paid up, non-exclusive, world-wide, royalty-free right and license to use Telesat Software as necessary to perform its obligations under this Contract. Information relating to Inventions shall be treated as confidential information in accordance with ARTICLE 32.0, RELEASE OF INFORMATION AND CONFIDENTIALITY, Paragraph 32.2, and be subject to the following further provisions:

- a) Except as aforesaid, with respect to any Invention made solely by one or more employees of one Party or others duly authorized by an official of that Party, all interest in and to such solely made Invention shall vest solely in that Party. For Inventions solely owned by the Contractor, the Contractor agrees to grant to Telesat a non-exclusive royalty free, world wide license and the right to grant sublicenses in such Inventions solely for the purposes of maintaining and operating the Satellite and Deliverable Items. For Inventions solely owned by Telesat, Telesat agrees to grant the Contractor a non-exclusive royalty free, world wide license and right to grant sublicenses in such Inventions solely to perform any of its obligations under this Contract;

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- b) In the case of any Invention of joint creation, that is, Inventions conceived jointly by one or more employees of both Parties or others duly authorized by an official of a Party hereto, each Party shall have an equal, undivided one-half interest in and to such joint Inventions, as well as in and to patent applications and patents thereon in all countries;
- c) In the case of any such Invention of joint creation, the Contractor shall have the first right of election to file patent applications on behalf of both Parties in any country, and Telesat shall have the second right of election. In either event, such Party in turn shall make its election at the earliest practicable time, and shall notify the other Party of its decision;
- d) The expenses of preparing, filing and securing each joint Invention application, and for securing any respective patent shall be borne by both Parties. The other Party shall furnish the filing Party with all documents or other assistance that may be necessary for the filing and prosecution of each application. Where such joint Invention applications for a patent are filed by either Party in a country which requires the payment of filing fees, taxes, annuities or maintenance fees on a pending application or on an issued patent, the Party which files the applications shall, prior to filing, request the other Party to indicate whether it will agree to pay ONE-HALF (1/2) of the costs of preparing the patent application, filing fees, taxes, annuities or maintenance fees. If within SIXTY (60) Days of receiving such request, the non-filing Party fails to assume in writing the obligation to pay its proportionate share of the cost of the preparation of the patent application, filing fees, taxes, annuities or maintenance fees, or if either Party subsequently fails to continue such payments within SIXTY (60) Days of demand, it shall forthwith relinquish to the other Party, providing that said other Party continues such payments, its share of the title to and all interest in such application and patent; and
- e) Each owner of a jointly-owned patent application or patent resulting therefrom shall, provided that it shall have fulfilled its obligation, if any, to pay its share of the expenses of preparing, filing and securing each joint Invention application and for securing any respective patent including any applicable filing fees, taxes, annuities or maintenance fees on such pending application or patent, have the right to grant non-exclusive licenses thereunder and to retain any consideration that it may receive therefor without obligation to account therefor to the other Party except that such owner wishing to grant such non-exclusive license shall advise the other owner in writing no later than FIVE (5) Business Days beforehand of the name of the potential licensee and such other owner may object in writing to such grant on the grounds

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that the potential licensee competes with the Contractor in the manufacture of communications satellites or with Telesat or its Affiliates in the provision of satellite services, as applicable. If such an objection is raised, no license shall be granted until the objection is dropped. In connection therewith and except in the circumstances identified above, each of the Parties hereby consents to the granting of such non-exclusive licenses by the other Party and also agrees not to assert any claim with respect to the licensed application or patent against any licensee of the other Party thereunder during the term of any such license provided such licensee is not in breach of the terms of such license.

- 21.2 Any rights or licenses which may arise pursuant to this ARTICLE 21.0, shall be perpetual and shall survive the completion or termination of this Contract in any manner whatsoever provided the rights or licenses are exercised solely pursuant to the terms and conditions on which they are granted in this ARTICLE and, subject to ARTICLE 6.0, PAYMENT, Paragraph 6.10, provided neither Party is in default of its payment obligations under this Contract except where such default is the subject of a good faith dispute. Where the rights or licenses are not exercised solely pursuant to the terms and conditions on which they are granted in this ARTICLE or where a Party is in default of its payment obligations under this Contract (except where such default is the subject of a good faith dispute), the non defaulting Party shall have the right to terminate any rights or licenses granted in this ARTICLE by notice in writing to the other Party, such termination to be effective THIRTY (30) Days after the date of such notice unless the defaulting Party cures such failure and/or default within such period. Where a payment default is the subject of a good faith dispute and provided the paying Party has placed any disputed amounts in escrow, either Party shall not have the right to terminate any rights or licenses granted in this ARTICLE until THIRTY (30) Days following a final determination of the dispute by an arbitrator(s) under ARTICLE 23.0, ARBITRATION. In the event the defaulting Party pays such arbitral award within the time specified or within such THIRTY (30) Day period, whichever is later, the other Party shall not be entitled to terminate any rights or licenses granted in this ARTICLE.

## 22.0 DISPUTES

- 22.1 Except where Telesat has given notice of termination pursuant to Paragraph 16.4.1 ii) a), ARTICLE 16.0, REPRESENTATIONS AND WARRANTIES, and/or Paragraph 18.1, ARTICLE 18.0, TERMINATION FOR DEFAULT, if, during the course of Work in progress, either Party has cause to believe that the other Party's performance, or plan for performance, is such that the obligations of the other Party, as stated in this Contract will

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not be met, the Party shall give written notice ("the Notice") of its objections and the reasons therefor and may recommend corrective action by the other Party. The Contractor's Program Manager shall consult with Telesat's Program Manager in an effort to reach an agreement to overcome the objections (first instance). The Notice specified in this Paragraph 22.1 and the discussions set forth in Paragraph 22.2 shall precede the Parties' resort to arbitration pursuant to Article 23.0, ARBITRATION, unless otherwise agreed by the Parties.

- 22.2** In the event that agreement cannot be reached within TEN (10) Business Days of receipt of written notice, then either Party may request, within a further period of TWO (2) Business Days, that it be escalated and the respective positions of the Parties shall be forwarded to the Contractor's Director, Telecommunications Satellites and to the supervisor of Telesat's Program Manager for discussion, and an attempt shall be made to reach agreement to overcome the objections (second instance).
- 22.3** In the event that agreement cannot be reached in the second instance within TWENTY (20) Business Days, then either Party may request, within a further period of TWO (2) Business Days, that it be escalated and the positions of the Parties shall be forwarded to the Parties' Presidents/Chief Executive Officers for resolution of the objections (third instance). If agreement still cannot be reached within TEN (10) Business Days, either Party may invoke ARTICLE 23.0, ARBITRATION.
- 22.4** In the event that a Notice under this ARTICLE 22.0 has been delivered by either Party, the Contractor shall, unless otherwise directed by Telesat in writing, fulfill all of its obligations under the Contract, including, if and so far as reasonably practicable, the obligation to take steps necessary during the dispute resolution process prescribed in this ARTICLE 22.0 to ensure that the Work will be Delivered within the time stipulated or within such extended time as may be allowed under the Contract, provided that, except as provided pursuant to ARTICLE 16.0, REPRESENTATIONS AND WARRANTIES, Paragraph 16.3, and as otherwise provided herein, Telesat shall continue to make payments therefor in accordance with the Contract. Notwithstanding the foregoing, in no event shall a good faith dispute relieve the Contractor of any of its obligations to perform under this Contract and, in the event of a good faith dispute in accordance with this ARTICLE 22.0, Telesat's payment obligation(s) shall be deemed to be fulfilled by depositing any amounts which, but for the dispute, would have otherwise been due and payable into an interest-bearing escrow account with a bank to be designated by Telesat within THREE (3) months after EDC. After the dispute is resolved the Party entitled to the amount in escrow shall receive such amount together with any interest accrued thereon in lieu of any late payment charges

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pursuant to ARTICLE 6.0, PAYMENT, Paragraph 6.10, and the other Party shall pay the reasonable costs and fees, if any associated with such escrow.

- 22.5 Notwithstanding the provisions of this Article, the Parties agree that each Party shall be entitled to seek injunctive relief, specific performance and any other forms of equitable or interim remedies to enforce the provisions of ARTICLES 19.0, DATA AND DOCUMENTATION RIGHTS, 21.0, RIGHTS IN INVENTIONS and 32.0, RELEASE OF INFORMATION AND CONFIDENTIALITY hereof and, for the avoidance of doubt, the provisions of sub-Articles 22.1, 22.2 and 22.3 shall not apply in this case.

### **23.0 ARBITRATION**

- 23.1 The Parties agree to submit any dispute arising out of this Contract to arbitration of THREE (3) persons, ONE (1) to be appointed by each of Telesat and the Contractor and the third by the TWO (2) so appointed. If either Party fails to appoint an arbitrator within THIRTY (30) Days after ONE (1) of the Parties has appointed an arbitrator and has notified the other in writing of the appointment and of the matter in dispute to be dealt with, then the matter shall be decided solely by the arbitrator then appointed. If any arbitrator appointed refuses to act or is incapable of acting, a substitute for him may be appointed in the manner hereinbefore provided. The award and determination of such arbitration (in the case of a single arbitrator) or arbitrators, or any TWO (2) of such THREE (3) arbitrators, shall be binding upon the Parties hereto and their respective successors and permitted assigns. The cost of the arbitration shall be apportioned as the arbitrators may decide. The arbitration shall be conducted in English and shall be subject to the International Commercial Arbitration Act R.S.O. 1990, Chap. I.9, as amended [REDACTED]

[REDACTED] The validity and construction of this ARTICLE shall be governed by the laws in force in the Province of Ontario except for its choice of laws rules. The arbitration shall take place in Ottawa, Canada.

- 23.2 Pending an award by the arbitrators as referred to in this ARTICLE 23.0, the Contractor shall, unless otherwise directed by Telesat in writing, fulfill all of its obligations under the Contract, including, if and so far as reasonably practicable, the obligation to take steps necessary during the arbitration proceedings to ensure that the Work will be Delivered within the time stipulated or within such extended time as may be allowed under the Contract, provided that, except as provided pursuant to ARTICLE 16.0, REPRESENTATIONS AND WARRANTIES, Paragraph 16.3, and as otherwise provided herein, Telesat shall continue to make payments therefore in accordance with the Contract.

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Notwithstanding the foregoing, in no event shall any arbitration proceedings pursuant to this ARTICLE 23.0 relieve the Contractor of any of its obligations to perform under this Contract and, in the event of arbitration proceedings pursuant to this ARTICLE 23.0, Telesat's payment obligation(s) shall be deemed to be fulfilled by depositing any amounts which, but for the dispute, would have otherwise been due and payable into an interest-bearing escrow account with a bank to be designated by Telesat within THREE (3) months after EDC. After the dispute is resolved the Party entitled to the amount in escrow shall receive such amount together with any interest accrued thereon in lieu of any late payment charges pursuant to ARTICLE 6.0, PAYMENT, Paragraph 6.10, and the other Party shall pay the reasonable costs and fees, if any associated with such escrow.

- 23.3 The arbitration tribunal may award interest on any amount which the tribunal determines is owing from one Party to the other, and for any period, such interest to be calculated at an annual rate equal to the Bank of Canada rate then in effect for each Day from the date of loss or from the date of the filing for arbitration, whichever is the earlier, until the date full payment is made.
- 23.4 Each Party hereby agrees to waive its right to rely upon any defence that could otherwise be available to it in response to an action commenced by the other Party to enforce an arbitration award in any jurisdiction made in the other Party's favor.

#### **24.0 APPLICABLE LAW**

- 24.1 This Contract shall be governed in accordance with the laws in force in the Province of Ontario except for its choice of laws rules.

#### **25.0 CHANGES**

- 25.1 Telesat may, at any time after the Effective Date of this Contract, by written change order issued by Telesat to the Contractor:
- a) Order work in addition to the Work provided for herein within the general scope of this Contract; or
  - b) Dispense with or change the whole or any part of the Work or schedules provided for herein or as ordered pursuant to Subparagraph 25.1 a) above; and

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- the Contractor shall perform the Work in accordance with such orders, dispensations and changes as if the same had appeared in and formed part of this Contract ("Change Order").
- 25.2 If any such Change Order causes an increase or decrease in the cost of the Work, or the affected work, if any, or the time required for the completion of the Work to be provided herein, or otherwise affects any other provision of this Contract, an equitable adjustment shall be made to the Contract Price, the delivery schedule or both, and to such other provisions as may be affected. The Parties shall consider, negotiate and mutually agree to adjustments in a timely manner and this Contract shall be amended in accordance with ARTICLE 26.0, AMENDMENTS. The Contractor shall provide a price breakdown to support Telesat's evaluation.
- 25.3 Telesat shall have the right to prescribe the manner in which the Contractor shall dispose of any Work made obsolete as a result of such orders, dispensations or changes.
- 25.4 Nothing in this ARTICLE 25.0 shall excuse the Contractor from promptly proceeding with the additions, dispensations or changes specified in the Change Order.
- 25.5 Any changes or waivers requested by the Contractor during the performance of this Contract which will add or delete work, affect the design of the Spacecraft, change the method of shipment or packing, or place or time of delivery, or will affect any other requirement of this Contract, shall be submitted in writing to Telesat at least SIXTY (60) Days prior to the proposed date of the change. If such Contractor-requested change or waiver causes an increase or decrease in the Total Contract Price, the Contractor shall submit to Telesat, concurrent with the requested change, the details of such increase or decrease. The Contractor shall provide a price breakdown to support Telesat's evaluation.
- 25.6 Telesat shall notify the Contractor in writing, within THIRTY (30) Days after receipt of a request from the Contractor for a change or waiver, whether or not it agrees with and accepts such change or grants such waiver. If Telesat agrees with and accepts such change or grants such waiver, the Contractor shall proceed with the performance of the Contract as changed or waived on provision by Telesat of an authorization to proceed with an appropriate financial commitment or on signature of the Change Order, and/or an amendment to this Contract reflecting such change and price adjustment, if any, in accordance with ARTICLE 26.0, AMENDMENTS shall be issued. If Telesat does not agree with the change or waiver as requested, the Parties shall attempt to reach agreement on such change or waiver. In the event the Parties are unable to reach agreement on the change or waiver, or on the applicable price adjustment, if any, or both, the Contractor shall proceed with the performance of this Contract, as unchanged.

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## 26.0 AMENDMENTS

26.1 This Contract, including the APPENDICES and ATTACHMENTS, may not be modified, amended or changed, except by written instrument signed by duly authorized representatives of both Parties.

## 27.0 RIGHT OF SET-OFF

27.1 Any payment due to Telesat from Contractor under this Contract, including any payment due as a result of any price adjustment for late delivery and any other claim for payment made by Telesat against the Contractor within the purview of this Contract, may be deducted by Telesat from any payment due, or to become due, to the Contractor on any account whatsoever under this Contract, as Telesat in its sole discretion may decide.

## 28.0 NOTICES

28.1 Any notices or requests required or desired to be given or made hereunder shall be in writing and shall be deemed to have been received, if delivered in person to an officer of the recipient Party, on the date of delivery; or, if sent by registered mail, TEN (10) Business Days after sending provided that during the continuance of any disruption of postal service, the tolling of such time period shall be suspended; or, if sent by facsimile, at the time identified on receipt confirmation, provided such time is prior to 1700 hours (local time for the recipient Party) on a Business Day, otherwise on the following Business Day, at the following addresses indicated:

- 1) TELESAT LUXEMBOURG S.À R.L.  
121, Avenue de la Faïencerie  
L-1511 Luxembourg  
Grand Duchy of Luxembourg

ATTENTION:	Mr. Nigel Gibson Manager
Telephone No.:	+44 207-227-0450
Fax No:	+44 207-227-0441
email:	ngibson@telesat.com

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2) ASTRUM SAS  
31, rue des Cosmonautes  
31402 Toulouse Cedex 4  
France

ATTENTION: for management and technical matters: Mr. J.M. Fleurant,  
Programme Manager

Telephone No.: + 33 (0)5 6219 6922  
Fax No: + 33 (0)5 6219 5104  
email: jean-michel.fleurant@astrium.eads.net

ATTENTION: for commercial matters: Mr. K. Parvin,  
Contracts Manager

Telephone No.: +33 (0) 5 62 19 9450  
Fax No: +33 (0) 5 62 19 7485  
email: kevin.parvin@astrium.eads.net

28.2 Either Party may change the name and/or address of their recipient by written notice to the other Party stating the date upon which the change becomes effective.

## 29.0 WAIVER

29.1 A waiver of any breach of a provision hereof shall not be binding upon either Party unless the waiver is in writing, signed by a duly authorized representative of the Party, as applicable, and such waiver shall not affect the rights of the Party not in breach with respect to any other or future breach. No delay or omission by either Party to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof.

## 30.0 ASSIGNMENTS; SUCCESSORS AND ASSIGNS

30.1 This Contract shall be binding upon and enure to the benefit of Telesat and the Contractor and their respective successors and permitted assigns. Neither this Contract nor any of the rights or obligations under this Contract shall be assignable or transferable by any Party without the prior written consent of the other Party, which consent may be unreasonably withheld. Notwithstanding the foregoing, either Party may assign or transfer this Contract or all of its rights duties, or obligations hereunder to any person in connection with the sale, transfer, merger, assignment or reorganization affecting such Party or all or part of such Party's assets or capital stock, whether by way of merger, consolidation, or otherwise,

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provided that (i) the transferee or successor to such Party has expressly assumed all of the obligations of such Party and all of the terms and conditions applicable to such Party under this Contract (which, in the case of an assignment or transfer by Telesat shall require Telesat to demonstrate that the assignee or transferee has the necessary financial resources to meet Telesat's payment obligations under this Contract); (ii) such assignment or transfer is not to an entity that competes with the Contractor in the manufacture of communications satellites; and (iii) such assignment or transfer does not violate any export control law or any applicable government authorization, approval, license or permit.

30.2 Except as otherwise expressly provided in this Contract, the Parties intend that this Contract shall not benefit or create any right or cause of action in, or on behalf of, any person other than the Parties and no person, other than the Parties, shall be entitled to rely on its provisions in any action, suit, proceeding, hearing or other forum.

### **31.0 CONTRACT NOT AGENT OR PARTNER**

31.1 None of the provisions of this Contract or of any of its APPENDICES or ATTACHMENTS, shall be construed to mean that either Party is appointed or is in any way authorized to act as an agent or partner of the other Party.

### **32.0 RELEASE OF INFORMATION AND CONFIDENTIALITY**

32.1 Except as required by applicable law or regulation, no news item, article, brochure, advertisement, prepared speech or other information concerning the Work performed or to be performed by the Contractor, a Subcontractor or an employee, consultant or an agent of the Contractor, shall be released or published by any Party without the other Party's prior written approval. Without such written approval, which neither Party is under any obligation to provide, there shall be no release of information.

32.2 The terms and conditions of this Contract, and the documentation contained in the APPENDICES and ATTACHMENTS, are to be treated as confidential information to the Parties and as such the Parties agree: i) not to disclose such information to any third parties without obtaining the written consent of the other Party which consent shall not be unreasonably withheld or unduly delayed; and ii) to only disclose such information to its employees, consultants and/or subcontractors who have a need to be provided with the

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information in order to perform the Work (which employees may include, in the case of the Contractor, Astrium Limited and Astrium GmbH, and in the case of Telesat, Telesat Canada and Skynet Satellite Corporation). Notwithstanding the foregoing, the Contractor agrees and consents to Telesat providing its customers with copies of ATTACHMENT 2, SPACECRAFT PERFORMANCE REQUIREMENTS, and the In-Orbit Test Plan, contained in ATTACHMENT 3, SPACECRAFT PERFORMANCE VERIFICATION REQUIREMENTS. Similarly, the Contractor agrees and consents to Telesat providing the terms and conditions of this Contract and the documentation contained in APPENDICES and ATTACHMENTS to the Government of Canada, Luxembourg and/or any of its departments, agencies and/or any relevant regulatory authority and, on the basis of a non-disclosure agreement, to such financial, brokerage and underwriting institutions or insurers (including the provision of other confidential or proprietary information pertaining to the Satellite and the Work as reasonably required by the underwriting institutions and insurers) as Telesat may reasonably deem necessary.

- 32.3 Neither Party shall use, copy, adapt, or disclose to third parties, except with the prior written consent of the other Party, any information belonging to the other including but not limited to: i) information which is of a confidential nature about the business or administrative affairs of the other; ii) any item of Work which comes into the possession of a Party under or in respect of this Contract and which is of a confidential nature; iii) any document identified as "Confidential", "Proprietary" or similar designation. Such information identified in this Paragraph shall remain the property of the disclosing Party and may only be used by the recipient Party in furtherance of the performance of this Contract and shall only be disclosed to employees, consultants and/or subcontractors who have a need to be provided with such information for the purposes of performing the Contract and in the case of consultants and/or subcontractors, who have executed a non-disclosure agreement containing confidentiality and use terms materially similar to those contained herein. Notwithstanding the aforesaid, this ARTICLE 32.0 shall not restrict or limit any of the rights of Telesat as set out in ARTICLE 19.0, DATA AND DOCUMENTATION RIGHTS. The provisions of this ARTICLE 32.0 shall equally apply to oral disclosures, provided the disclosing Party reduces such oral disclosures to tangible form within THIRTY (30) Days of disclosure, it being agreed that such disclosures shall be protected during such THIRTY (30) Day period.
- 32.4 Any obligation of confidentiality under this ARTICLE 32.0 shall not apply to the extent that the Party seeking to avoid such obligation can show that:

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- a) the information concerned is legitimately in the public domain; or
- b) the information was known to that Party prior to its disclosure to it by the other, without obligation of confidentiality; or
- c) the information was lawfully disclosed to it by a third party, which was not itself in breach of a confidentiality obligation to such Party; or
- d) the disclosure is required by law or any relevant government entity or regulatory authority, provided that where reasonably practicable, the original disclosing Party is given prior notice and provided an opportunity to seek a protective order or to otherwise seek to make necessary and appropriate redactions; or
- e) the information was independently produced by that Party without making use of the information disclosed by the other Party.

32.5 The Contractor and Telesat shall each ensure that their respective personnel engaged on the Contract, all employees in any way involved with the Contract, and all permitted subcontractors and sub-licensees are individually made aware of their obligations of this ARTICLE 32.0, and the Parties shall procure all necessary undertakings with such persons at the reasonable request of the other Party to give full effect to them.

32.6 The Parties shall each comply with any relevant obligations under all applicable data protection and privacy legislation.

32.7 The obligations of the Parties under this ARTICLE 32.0 shall survive the completion or termination of this Contract in any manner whatsoever for a period of ONE (1) year after such completion or termination. Upon written request by the disclosing Party, any confidential or proprietary information provided in tangible form under this Contract and all copies thereof, save and except for a file copy to be retained by the receiving Party, shall, to the extent reasonably practicable, be returned by the receiving Party to the disclosing Party within SIXTY (60) Days. In lieu of return of such documents, the receiving Party may, with the written permission of the disclosing Party, destroy all such received documents, save and except for a file copy to be retained by the receiving Party, and so certify in writing to the disclosing Party.

### **33.0 SUBCONTRACTING AND INSPECTION**

33.1 TWO (2) copies of all subcontracts issued, either by the Contractor or by a Subcontractor, upon written request from Telesat, in excess of THREE MILLION DOLLARS

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(\$3,000,000.00), shall be forwarded to Telesat upon their execution by the Contractor. Such copies shall not be required to contain any financial information.

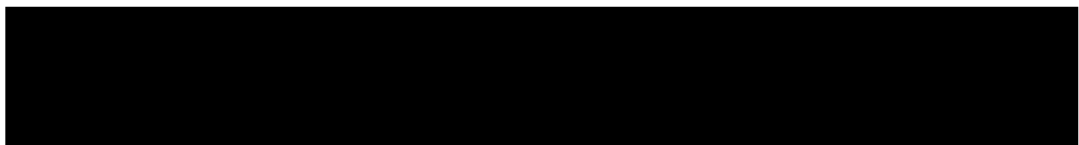
- 33.2 To the extent practical, all subcontracts issued shall contain the provisions specified in the ARTICLES of this Contract as appropriate to the particular subcontract. This Paragraph 33.2 and any requirements stated in this Contract to place subcontracts on specific terms shall not apply to subcontracts or long term agreements that were signed prior to the Effective Date of this Contract.
- 33.3 When part of the Work connected with the Deliverable Items is dependent upon work performed by others, the Contractor shall inspect and promptly report to Telesat's representative any defect that renders such other work unsuitable for the Contractor's performance required hereunder.
- 33.4 No subcontract issued shall contain provisions which could limit the right of the Contractor to sell the Satellite, or other Deliverable Items under this Contract at the times contemplated in ARTICLE 14.0, TITLE, Paragraph 14.1 hereof for the passage of property in the Satellite and other Deliverable Items.

#### **34.0 SEVERABILITY**

- 34.1 In the event 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 mutually acceptable provision which, being valid and enforceable, comes closest to the intention of the Parties underlying the invalid or unenforceable provision.

#### **35.0 EFFECTIVE DATE OF CONTRACT/CONDITION**

- 35.1 This Contract shall become effective ("Effective Date of Contract" or "EDC") upon the later to occur of the following:
- (a) signature of this Contract by both Parties;



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(c) written notice by Telesat of satisfaction or waiver of the condition contained in Article 35.2.

35.2 This Agreement is conditional upon Telesat obtaining approval from its managers and members, in their sole and unfettered discretion. This condition is included for the sole benefit of Telesat and may be waived by it at any time. Telesat shall advise the Contractor, in writing, whether this condition has been satisfied. If the condition is not satisfied or waived by 1 August 2013, then this Agreement shall automatically be terminated and neither party shall have any further obligations hereunder.

**36.0 DISCLAIMER OF U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS ("VIENNA CONVENTION")**

36.1 The Parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Convention") shall not apply to the transactions contemplated in this Contract.

**37.0 COMPLIANCE WITH APPLICABLE LAWS**

37.1 Each Party agrees that in carrying out its respective obligations under this Contract all its actions, including those of its employees, or parties acting on its behalf, shall be in compliance with applicable laws and regulations and it shall not engage in any transaction that is illegal under the laws of Luxembourg, the countries of the Contractor and the Designated Launch Agency, their territories or possessions, or under the laws of any other country, state or jurisdiction, including, but not limited to a prohibition against making unlawful payments to officials, employees or representatives of any government or governmental department or agency or relevant regulatory authority, including customs officials for expediting customs clearances or anyone else, and all applicable export control laws, regulations, and license provisions. Each Party further agrees that if i) the Contractor violates the terms of this ARTICLE 37.0, Telesat shall have the right to terminate this Contract through the provisions of ARTICLE 18.0, TERMINATION FOR DEFAULT, and ii) if Telesat violates the terms of this ARTICLE 37.0, the Contractor shall have the right to require Telesat to terminate this Contract through the provision of ARTICLE 17.0, TERMINATION FOR CONVENIENCE. Each Party shall indemnify the other Party, its directors, officers, shareholders, employees and agents from any and all loss, cost, liability,

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damage or expense (including without limitation reasonable fees and disbursements of counsel) arising out of or relating to any breach or asserted breach of this provision, always provided that the non breaching Party gives the breaching Party prompt notice of such actions, appropriate authority to defend the claims on its behalf, and, at the request and cost of the breaching Party, reasonable co-operation and assistance and such relevant information as is available to it and does not make any admission which might be prejudicial thereto.

### **38.0 KEY PERSONNEL**

38.1 The Contractor will assign properly qualified and experienced personnel to the program contemplated under the Contract. Contractor personnel assigned to the following positions shall be considered "Key Personnel":

- a) Program Manager,
- b) Contracts Manager,
- c) System Technical Lead,
- d) Payload Technical Lead,
- e) Spacecraft Bus Technical Lead,
- f) AIT Manager,
- g) Launch Vehicle Systems Engineering Manager,
- h) Ground Products Program Manager, and
- i) PA Manager,

Telesat shall have the right to approve the Contractor's Program Manager which approval shall not be unreasonably withheld or delayed. Other Key Personnel shall not be assigned to other duties without the Contractor giving prior written notice to and consulting with Telesat. The Contractor shall provide a chart to Telesat of the Key Personnel on the Telstar 12N Satellite Program and shall keep such chart current.

38.2 Subject to Telesat's right to approve the selection of the Contractor's Program Manager pursuant to Paragraph 38.1, in the event that an employee included in the list of Key Personnel becomes unavailable for Work under the Contract, the Contractor shall replace him by a person of substantially equivalent qualifications and abilities.

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**39.0 NON-SOLICITATION**

39.1 Each Party acknowledges and agrees that it will not during the continuance of this Contract and continuing until TWO (2) years after Launch of the Spacecraft hereunder, directly or indirectly, solicit the employment of, employ or otherwise retain the services of any of the other Party's employees assigned to a substantial role in the performance of this Contract without first obtaining such Party's prior written approval.

39.2 Each Party agrees that the scope of its covenant in Paragraph 39.1 above is in all respects and, particularly, in respect of area, time and subject matter no more than reasonable to protect the other Party. It is also agreed that in the event that any such limitation is found to be unreasonable by an arbitration tribunal pursuant to ARTICLE 23.0, ARBITRATION, then the Parties agree to be bound by such reduced limitation as the arbitration tribunal deems to be reasonable; provided that if the scope of this Article cannot be reduced to such extent that it will become enforceable, this Article will be severed from this Contract and the remainder of the Contract will continue in full force and effect.

**40.0 COUNTERPARTS**

40.1 This Contract may be executed in any number of counterparts and by the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument.

**41.0 SURVIVAL**

41.1 Termination or expiration of this Contract for any reason shall not release either Party from any liabilities or obligations set forth in this Contract which i) the Parties have expressly agreed shall survive any such termination or expiration; or ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

**42.0 ENTIRE AGREEMENT**

42.1 This Contract supersedes all communications, negotiations, and other agreements either written or oral, relating to the Work and made prior to the Effective Date of this Contract unless the same are expressly incorporated by reference into this Contract. Each Party acknowledges that it has not relied on any statement, promise, representation, warranty, or

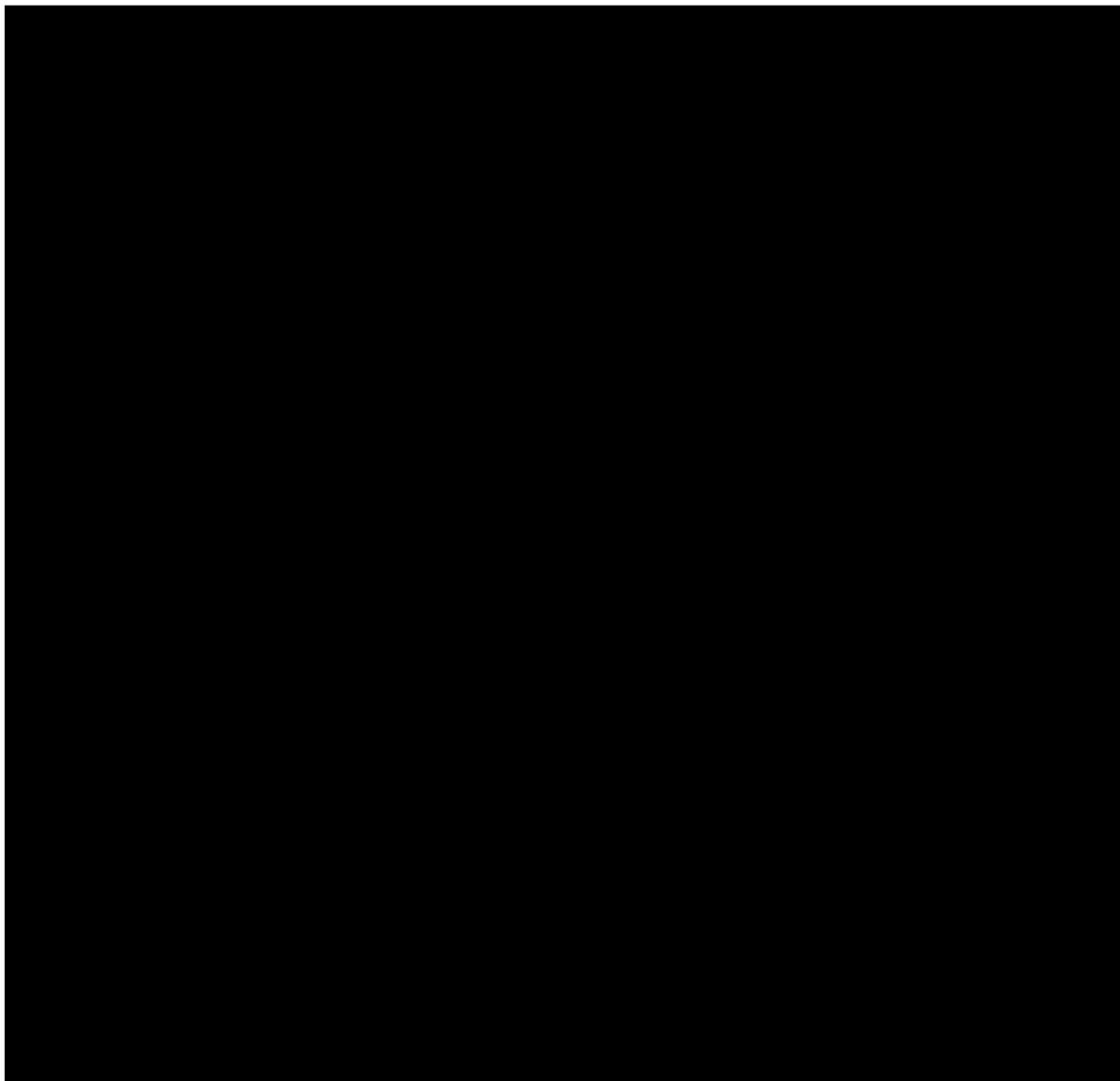
**Astrium and Telesat Proprietary**

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understanding made or given by or on behalf of the other Party which is not set out in this Contract. Nothing in this Contract shall exclude or limit either Party's liability for fraudulent misrepresentation or willful misconduct.

The Parties represent and warrant that they are duly organized companies, validly existing and in good standing with the full corporate power and authority to carry on their respective businesses as they are now being conducted and to execute and deliver this Contract.

**43.0 LIMITATION OF LIABILITY**

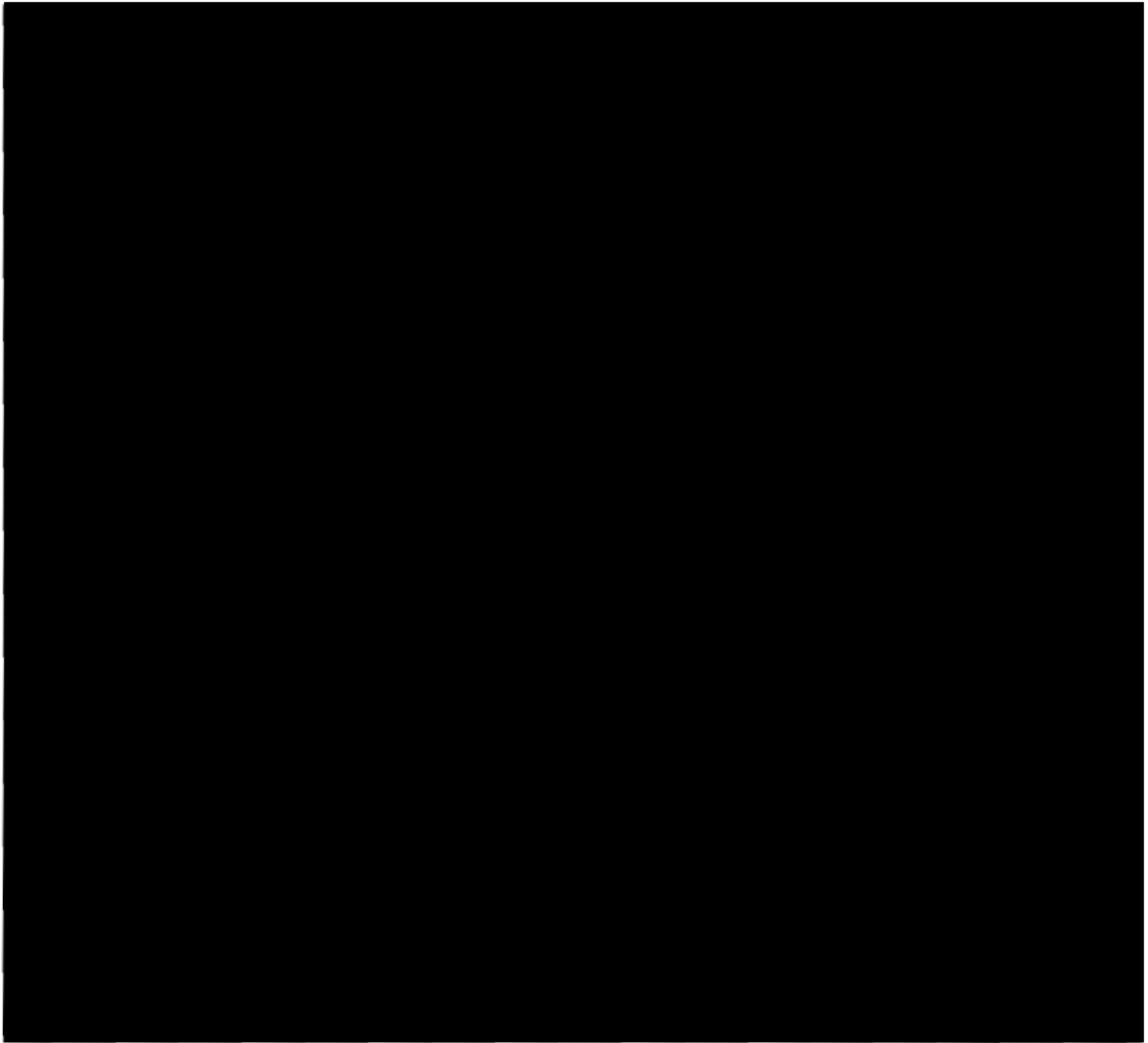


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IN WITNESS WHEREOF this Contract has been issued in TWO (2) counterparts, executed and sealed on behalf of Telesat by the persons authorized in that behalf, and has also been executed and sealed on behalf of the Contractor by persons authorized in that behalf.

ASTRIUM SAS

TELESAT LUXEMBOURG S.À R.L.

BY:   
NAME: **Arnaud de Rosnay**  
Executive Vice President  
TITLE: **Telecommunications Satellites**  
Astrium Satellites  
DATE: 24 July 2013

BY:   
NAME: Nigel Gibson  
TITLE: Manager  
DATE: 24 July 2013

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**CONTRACT  
TERMS AND CONDITIONS**

**BETWEEN**

**TELESAT LUXEMBOURG S.À R.L.**

**AND**

**THE CONTRACTOR**

**REDACTED**

**FOR THE**

**TELSTAR 12N SATELLITE**

**APPENDIX 1**

**PAYMENT MILESTONE SCHEDULE**

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**CONTRACT  
TERMS AND CONDITIONS**

**BETWEEN**

**TELESAT LUXEMBOURG S.À R.L.**

**AND**

**THE CONTRACTOR**

**FOR THE**

**TELSTAR 12N SATELLITE**

**APPENDIX 2**

**INSURANCE SCHEDULE**

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## 1.0 INSURANCE PROVIDED BY THE CONTRACTOR

The Contractor shall, at its own expense, provide and maintain the following insurance with insurers of repute and good financial standing.

### 1.1 "ALL RISKS" (PROPERTY) INSURANCE

1.1.1 The policy(ies) for "All Risks" insurance ("Property Insurance") shall insure the Contractor and shall include Telesat as a loss payee as its interest may appear, with loss, if any, payable to the insureds, as their respective interests may appear.

1.1.2 The Property Insurance shall cover the Contractor's part of the Work in progress against physical loss or damage on an "all risks" property insurance basis, including coverage for the perils of flood or earthquake while in or about the Contractor's and Subcontractors' premises, while at other premises which may be used or operated by the Contractor for construction or storage purposes, and while in transit, or while at the Designated Launch Site until Intentional Ignition (or in the event of Launch Termination from Launch Termination until subsequent Intentional Ignition) of the Satellite.

1.1.3 The amount of insurance under this Section 1.1 shall be sufficient to cover the full replacement value of all Work. The Contractor's part of the Work shall include parts of the Work performed or provided by Subcontractors once such parts are integrated with the Contractor's work in progress.

1.1.4 The Property Insurance shall cover loss or damage to the Contractor's part of the Work from the time it commences in the Contractor's or Subcontractors' plants or other premises used by the Contractor or Subcontractor(s) and shall continue until all Contractor liabilities have expired in accordance with ARTICLE 10.1.2, Option 2, Storage, ARTICLE 14.0, TITLE AND RISK OF LOSS and ARTICLE 15.0, LIABILITY FOR LOSS AND DAMAGE; INSURANCE, of the Contract.

1.1.5 The Property Insurance may be issued with deductibles, which are consistent with the Contractor's current insurance policies. The amount of any loss up to the value of the deductible level shall be borne by the Contractor.

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1.1.6 The Contractor shall use its best reasonable efforts to ensure that the Property Insurance shall be written to include a provision similar to the following:

"In the event of any payment under these policies, the Insurers shall be subrogated to all of the insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insurers agree that they will not exercise such right of subrogation or transfer or rights against:

- (1) Any corporation (including Telesat), firm, individual, or other interest that the Insured has agreed, prior to loss, to waive responsibility for loss or damage or has agreed to include as Additional Insureds, or against any subsidiary company or any company managed by such insured;
- (2) Contractors, Subcontractors and carriers who have entered into an agreement to provide work or services with any entity named in Section (1) of this Paragraph; and
- (3) Telesat, the Designated Launch Agency, any third party providing services pursuant to the Contract at the Designated Launch Site and other users of launch services and their respective contractors and subcontractors."

Should the Contractor be unable to include such a provision, the Contractor will promptly notify Telesat and the Parties shall negotiate in good faith to reach an alternative arrangement to protect the above Parties from subrogated claims by the Contractor's insurers.

1.1.7 The Contractor shall ensure that its Subcontractor(s) with subcontracts in excess of THREE MILLION DOLLARS (\$3,000,000.00) are obliged to provide and maintain insurance coverage in accordance with the requirements of this Section 1.1 on the basis that the word "Contractor" should be replaced by the word "Subcontractor".

## 1.2 TRANSIT INSURANCE

1.2.1 The policy for Transit Insurance ("Transit Insurance") shall be an All Risks form of policy and shall insure the Contractor and Subcontractors with loss, if any, payable to insureds, as their respective interests may appear and shall include Telesat as a loss payee as its interests may appear.

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- 1.2.2 The Transit Insurance shall cover the period from commencement of loading of the Work on board any vehicle or carrier and shall continue in effect while the Work is in transit or in the custody of any common carrier or other bailee.
- 1.2.3 The amount of insurance under this Section 1.2 shall be for the full replacement value of the Deliverable Item being shipped or handled.
- 1.2.4 The Transit Insurance may be issued with deductibles, which are consistent with the Contractor's current insurance policies. The amount of any loss up to the value of the deductible level shall be borne by the Contractor.
- 1.2.5 The Transit Insurance shall be written to include a similar provision to that in Paragraph 1.1.6 of this Schedule (above).
- 1.2.6 Where appropriate, the Contractor shall ensure that its Subcontractor(s) with subcontracts in excess of THREE MILLION DOLLARS (\$3,000,000.00) are obliged to provide and maintain insurance coverage in accordance with the requirements of this Section 1.2 on the basis that the word "Contractor" should be replaced by the word "Subcontractor".

**1.3 COMMERCIAL GENERAL LIABILITY PROVIDED BY CONTRACTOR**

- 1.3.1 The Contractor shall, solely in relation to this Contract, provide coverage for the liability of the Contractor according to the hold harmless agreement below in respect of claims that fall within and are subject to the scope of coverage of the insurance contract.

The Contractor shall hold Telesat and those acting on its behalf harmless, but limited to the legal liability arising out of operations carried out and/or products provided by the Contractor and/or those acting in its name and on its behalf under this Contract. The sole legal liability of Telesat, however, shall remain excluded.

- 1.3.2 [RESERVED]
- 1.3.3 The CGL Policy may be issued with a deductible of not more than ONE HUNDRED THOUSAND Euros (€100,000.00). The amount of any loss up to the value of the deductible co-insurance or other self-insured retention, shall be borne by the Contractor.
- 1.3.4 The Liability Insurance provided by the Contractor under this CGL Policy shall be for a combined limit of not less than FIFTY MILLION Euros (€50,000,000.00), inclusive of Personal Injury and Property Damage for any one occurrence arising out of one cause and in the annual aggregate.

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1.3.5 These Policies shall contain the following provisions or coverages:

- (1) Personal or Bodily Injury (including death) coverage;
- (2) Property Damage;
- (3) Employer's Liability;
- (4) Assumed Legal Liability in connection with the Work covered by this Contract;
- (5) Automobile and Non-Owned Automobile Liability (where held or such coverage shall be taken out in accordance with local legislation with any commercial vehicle rentals the Contractor takes in relation to this Contract).
- (6) The "Other Insurance Clause" shall provide, assuming the Contractor is legally or contractually liable for any loss, damage, liability or expense (including court costs and reasonable legal fees), that the CGL policy will be primary and without right of contribution as respects any similar insurance carried by Telesat.
- (7) A similar clause as required by Paragraph 1.1.6 of this Schedule (above).

1.3.6 The Contractor shall ensure that its Subcontractor(s) with subcontracts in excess of THREE MILLION DOLLARS (\$3,000,000.00) are obliged to provide and maintain insurance coverage in accordance with the requirements of this Section 1.3 on the basis that the word "Contractor" should be replaced by the word "Subcontractor".

**1.4 SPACE PRODUCTS LIABILITY INSURANCE**

1.4.1 The Contractor shall maintain Space Products Liability Insurance at current coverage rates of ONE HUNDRED MILLION DOLLARS (\$100,000,000.00) and on current terms and conditions during the period ending with Final Acceptance or Qualified Acceptance of the Satellite.

**1.5 GENERAL INSURANCE REQUIREMENTS**

1.5.1 The Contractor shall, within THIRTY (30) Days from the Effective Date of the Contract, provide to Telesat certificates of the Insurance Policies issued and signed by an agent of the Contractor's Insurer(s) for the coverage which the Contractor is required to provide pursuant to the provisions of this Schedule. In the case of policies purchased by the Contractor specifically for this Telesat Spacecraft Contract, the Contractor shall provide certified copies thereof upon request.

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- 1.5.2 All Policies of insurance to be provided and maintained pursuant to this Schedule shall require the Contractor to give each insured not less than SIXTY (60) Days' prior written notice in the event of cancellation or of any proposed material change in such policies.
- 1.5.3 Any insurance coverage provided by Telesat shall in no way limit the Contractor's responsibility or liability under any indemnification provision of this Contract.
- 1.5.4 The Contractor may acquire and maintain, at its own expense, other insurance for amounts and perils, and upon such terms, conditions and deductibles as it may deem advisable or necessary to cover any loss or damage to persons or property that may occur as a result of the performance of this Contract.
- 1.5.5 The Contractor shall ensure that its Subcontractor(s) with subcontracts in excess of THREE MILLION DOLLARS (\$3,000,000.00) are obliged to provide and maintain insurance coverage in accordance with the requirements of this Section 1.5 on the basis that the word "Contractor" should be replaced by the word "Subcontractor".

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**CONTRACT  
TERMS AND CONDITIONS**

**BETWEEN**

**TELESAT LUXEMBOURG S.À R.L.**

**AND**

**THE CONTRACTOR**

**FOR THE**

**TELSTAR 12N SATELLITE**

**APPENDIX 3**

**BILL OF SALE**

**REDACTED**

Astrium and Telesat Proprietary

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**CONTRACT  
TERMS AND CONDITIONS**

**BETWEEN**

**TELESAT LUXEMBOURG S.À R.L.**

**AND**

**THE CONTRACTOR**

**FOR THE**

**TELSTAR 12N SATELLITE**

**REDACTED**

**APPENDIX 4A**

**PRE-SHIPMENT CERTIFICATE**

Astrium and Telesat Proprietary

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**CONTRACT  
TERMS AND CONDITIONS**

**BETWEEN**

**TELESAT LUXEMBOURG S.À R.L.**

**AND**

**THE CONTRACTOR**

**FOR THE**

**TELSTAR 12N SATELLITE**

**REDACTED**

**APPENDIX 4B**

**LAUNCH CERTIFICATE**

Astrium and Telesat Proprietary

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**CONTRACT  
TERMS AND CONDITIONS**

**BETWEEN**

**TELESAT LUXEMBOURG S.À R.L.**

**AND**

**THE CONTRACTOR**

**FOR THE**

**TELSTAR 12N SATELLITE**

**APPENDIX 5**

**GOVERNMENT APPROVALS**

**GOVERNMENT APPROVALS**

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1. The Contractor is responsible to apply for, obtain and maintain, for itself, and for its Subcontractors, all Government Approvals which are necessary in order for it to perform punctually the requirements of this Contract and in particular the export and/or re-export of all Data, Equipment and Work.
2. The Contractor shall use its best reasonable efforts to fulfill its obligations under this APPENDIX 5 including, where Telesat acting reasonably so requires, having any prohibition or qualification preventing or impairing the Contractor from fulfilling its obligations under this APPENDIX 5 reviewed administratively, judicially or otherwise (as the case may be).
3. The Contractor agrees that all applications for Technical Assistance Agreements ("TAAs") (each an "Application"), shall, prior to the submission of any Application, in the case of Applications to be filed by the Contractor, be, and in the case of Applications to be filed by other Subcontractors, the Contractor shall use its best reasonable efforts to cause to be, sent to Telesat for review. No Application shall be submitted to any Governmental Authority unless such Application is in form and substance reasonably acceptable to Telesat and Telesat shall have granted its prior written consent to such submission (such consent not to be unreasonably withheld or delayed and in any event to be given within TEN 10 Days of receipt), provided that if the Contractor reasonably believes that an Application must, in the interests of meeting a timing deadline, be submitted before Telesat's approval has been obtained, or if Telesat has withheld or delayed its approval to an Application and the Contractor nonetheless elects to submit that Application, the Contractor shall be responsible for any delays or other consequences resulting from such submission. For the avoidance of doubt, nothing in this paragraph shall make Telesat responsible for any delays or other consequences resulting from the submission of any Application that has been approved by Telesat.
4. Each Government Approval must ensure Telesat's access to the Data specified in ARTICLE 12.0, and in the ATTACHMENTS.
5. Notwithstanding paragraph 4 above, if Telesat is unable to inspect any Work, Equipment and/or Data (the "Restricted Information") due to restrictions imposed by any applicable Government Approval, the Contractor agrees, at Telesat's reasonable request, to pay for one or more Consultant(s) to inspect the Restricted Information and to report to Telesat on the content of the Restricted Information in a form reasonably acceptable to Telesat.
6. At the end of ONE HUNDRED AND FIFTY (150) Days from EDC, the Contractor will present a detailed report to Telesat on the progress of the Applications. If:
  - (a) one or more Government Approvals required for the Contractor to comply with its obligations under this Contract, is/are not in place within ONE HUNDRED AND EIGHTY (180) Days after EDC (or such earlier or later date as is expressly stated in another part of this Contract as being the deadline to obtain some specific Government Approval) (the "Licence Date"); and/or
  - (b) any Government Approvals for the delivery of any Spacecraft (if required) or any component thereof cannot be obtained by the Licence Date or within such other period as the Parties may agree in writing;

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and it can be reasonably demonstrated that such Government Approval(s) is/are unlikely to be obtained at a later date such that the Contractor cannot ensure that delivery of any Spacecraft occurs no later than the end of the Spacecraft liquidated damages period, the Parties shall meet to discuss in good faith any possible alternatives such as, but not limited to, second source equipment for which the necessary Government Approvals are likely to be obtained so that delivery of any Spacecraft occurs no later than the end of the Spacecraft liquidated damages period. It is acknowledged that the term "Licence Date" includes not only the date ONE HUNDRED AND EIGHTY (180) Days after EDC, but also any subsequent date when Governmental Approvals is/are not in place contemplated in paragraphs (a) or (b) above, and that accordingly there may be multiple Licence Dates and termination events after the first Licence Date and first possible termination event as contemplated by this paragraph 6 and the following paragraph 7.

7. If the Parties cannot reasonably agree on such alternative within a further THIRTY 30 Days after the Licence Date, Telesat may terminate this Contract in accordance with ARTICLE 18.0, TERMINATION FOR DEFAULT, unless Telesat has violated any international or domestic law or regulation that would render it impossible to obtain a required Government Approval, in which case Telesat may terminate in accordance with ARTICLE 17.0, TERMINATION FOR CONVENIENCE.
8. If any Government Approval already obtained by the Contractor or any relevant Subcontractor is withdrawn prior to Launch of a Spacecraft, such that Telesat determines (acting reasonably) that the Contractor will not be able to deliver such Spacecraft to the Designated Orbital Position no later than the end of the Spacecraft liquidated damages period, the Parties shall meet to discuss in good faith any possible alternative such as but not limited to second source equipment not subject to any Government Approvals. If the Parties cannot reasonably agree on such alternative within THIRTY (30) Days, Telesat may terminate this Contract in accordance with ARTICLE 18.0, TERMINATION FOR DEFAULT, unless Telesat has violated any international or domestic law or regulation that would render it impossible to obtain a required Government Approval, in which case Telesat may terminate in accordance with ARTICLE 17.0, TERMINATION FOR CONVENIENCE.
9. Telesat will co-operate with Contractor in obtaining on a timely basis necessary inputs to support the Contractor's Government Approval requirements as reasonably advised to Telesat by the Contractor in writing from time to time, to the extent Telesat is reasonably able to do so. Examples of such support include:
  - (a) providing details of employees' nationalities and, where relevant, a resume (including education and previous employment) for license applications;
  - (b) providing an end-user certificate in the form reasonably requested by the Contractor;
  - (c) signing any applicable TAAs, provided that:
    - (i) the Contractor has complied with the procedures set out in paragraph 3 in respect of such TAAs; and
    - (ii) such TAAs do not contain, are not issued with and are not subject to, any onerous and unusual terms, limitations, conditions or provisos, and for the purpose of determining whether any term is onerous and unusual, the wording contained in the final sub-paragraph of paragraph 11(b) below shall apply; and

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- (d) obtaining non disclosure agreements (on standard or reasonably acceptable terms) for relevant employees.

If Telesat fails to comply with any of its material obligations under this paragraph 9, the Contractor shall notify Telesat in writing of such failure and Telesat shall have a period of TWENTY (20) Days to remedy such failure.

10. If Telesat wishes to place or make a claim under any policy of insurance (including the launch and in-orbit insurance) relating to any Equipment or the Work or to initiate or defend (or to prepare to initiate or defend) any arbitration or litigation proceedings under or in connection with this Contract or any such policy which placement, claim or proceedings (or preparation for such placement, claim or proceedings) requires information or assistance that is subject to any Government Approval, the Contractor shall immediately submit an application for the same and use its best reasonable efforts to obtain the same as expeditiously as possible and, in the meantime, work with Telesat to provide as much of the required information and assistance as possible to Telesat, Telesat's insurers, proposed insurers or brokers and lawyers and/or consultants (including expert witnesses) to each of them or any arbitrators or court, as soon as possible. In any event, if so required by Telesat, the Contractor shall disclose all required information in connection with any such placement or claim or proceedings (or preparation) to an agent appointed by Telesat, its insurers or brokers to assist in the placement, to verify the claim or such proceedings (or preparation for such placement, claim or proceedings) and the provisions of paragraph 5 shall apply as if that agent were a Consultant and that any information that cannot be made available as contemplated by this paragraph is Restricted Information.
11. For the purposes of this APPENDIX 5, in determining whether:
- (a) the Parties have acted reasonably under this APPENDIX 5, regard shall be had primarily to the Telesat's principal delivery requirement under this Contract that the Spacecraft be delivered to the Designated Orbital Position no later than the end of the Spacecraft liquidated damages period specified in Table 1 above; and
- (b) a Government Approval has been:
- (i) issued (or reissued) or is in place, that Government Approval shall be deemed not to have been issued (or reissued) or in place if it has been issued with, or is subject to, any onerous and unusual terms, limitations, conditions or provisos; or
- (ii) cancelled or withdrawn, that Government Approval shall be deemed to have been cancelled or withdrawn if at any time after it has been issued (or reissued) it becomes subject to any onerous and unusual terms, limitations, conditions or provisos; or
- (iii) maintained, that Government Approval shall be deemed not to have been maintained if at any time after it has been issued (or reissued) it becomes subject to any onerous and unusual terms, limitations, conditions or provisos;

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and for this purpose any term, limitation, condition or proviso which in Telesat's reasonable opinion restricts or could reasonably be expected to restrict the use, control or operation of a Spacecraft or any other Equipment or otherwise materially and adversely affects the enjoyment by Telesat of its rights, or the performance of its obligations, under or pursuant to this Contract or of the Spacecraft and the Work shall be considered onerous and unusual.

12. The Contractor shall provide, within THIRTY (30) Days after the date of this Contract, a table containing a comprehensive list of United States Government Approvals:

- (a) in place as at the date of this Contract; and
- (b) that the Contractor knows, as at the date of this Contract will be required in order to perform this Contract;

which table shall be attached to and form part of this APPENDIX 5.

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**CONTRACT  
TERMS AND CONDITIONS**

**BETWEEN**

**TELESAT LUXEMBOURG S.À R.L.**

**AND**

**THE CONTRACTOR**

**FOR THE**

**TELSTAR 12N SATELLITE**

**APPENDIX 6A**

**CONTRACTOR PARENTAL GUARANTEE**

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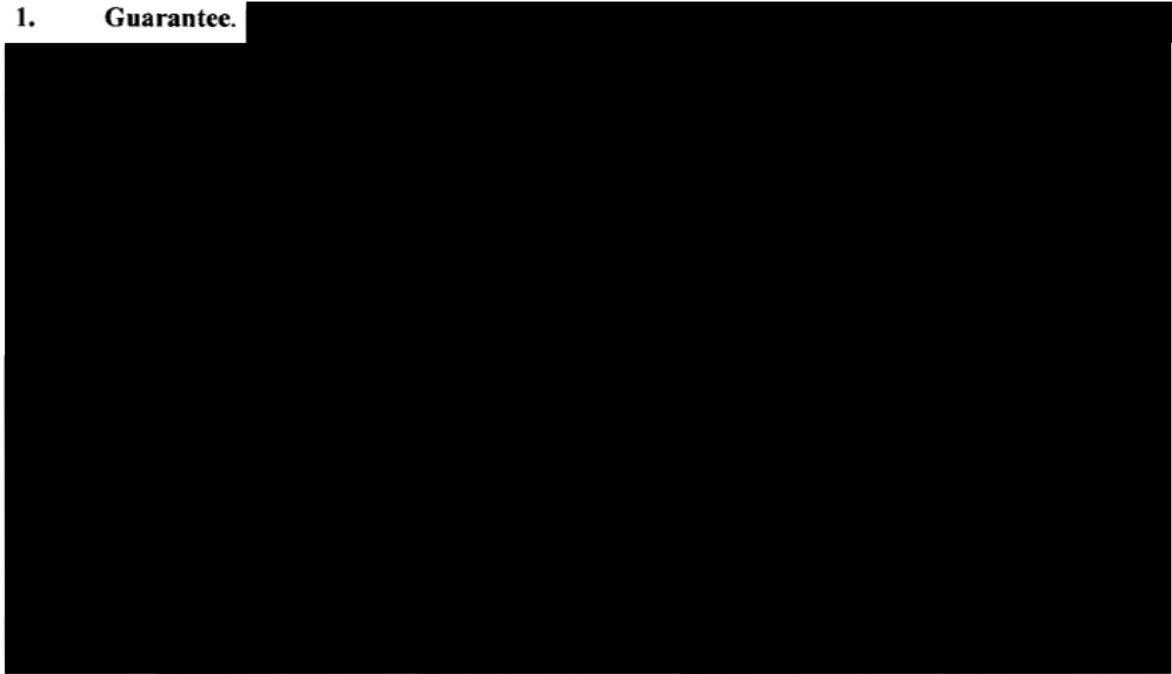
To: TELESAT LUXEMBOURG S.À R.L., a company existing under the laws of Luxembourg and having its head office at 121, Avenue de la Faïencerie, L-1511 Luxembourg, Grand Duchy of Luxembourg (the "Beneficiary")

From: EUROPEAN AERONAUTIC DEFENCE AND SPACE COMPANY EADS N.V., a company established and registered under the laws of The Netherlands (Reg. No.24288945), with registered office at Mendelweg 30, 2333 CS Leiden, The Netherlands (the "Guarantor")

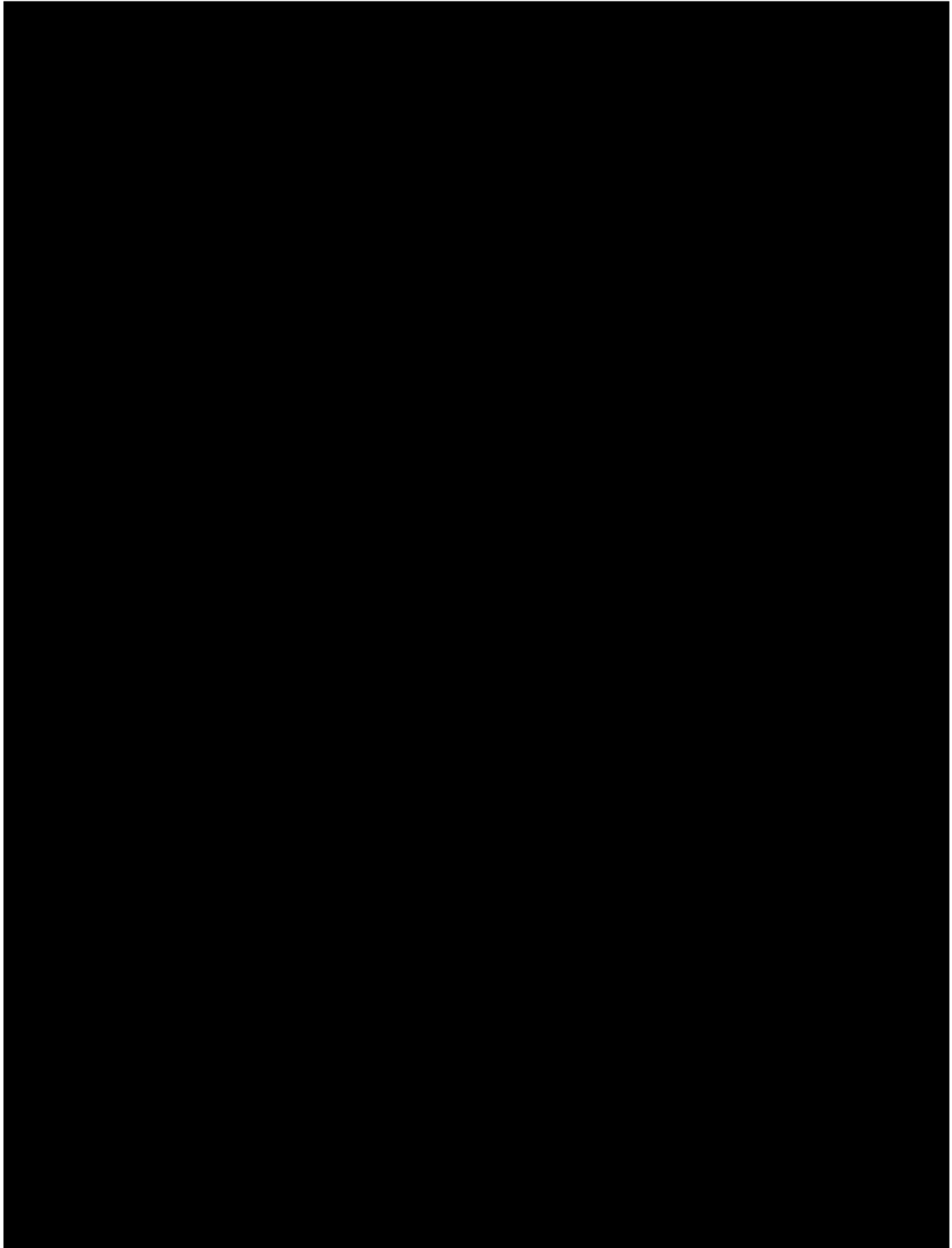
(the Guarantor and the Beneficiary together, the "Parties" and each a "Party").

Date: \_\_ [ ] 2013

1. Guarantee.



Astrium and Telesat Proprietary



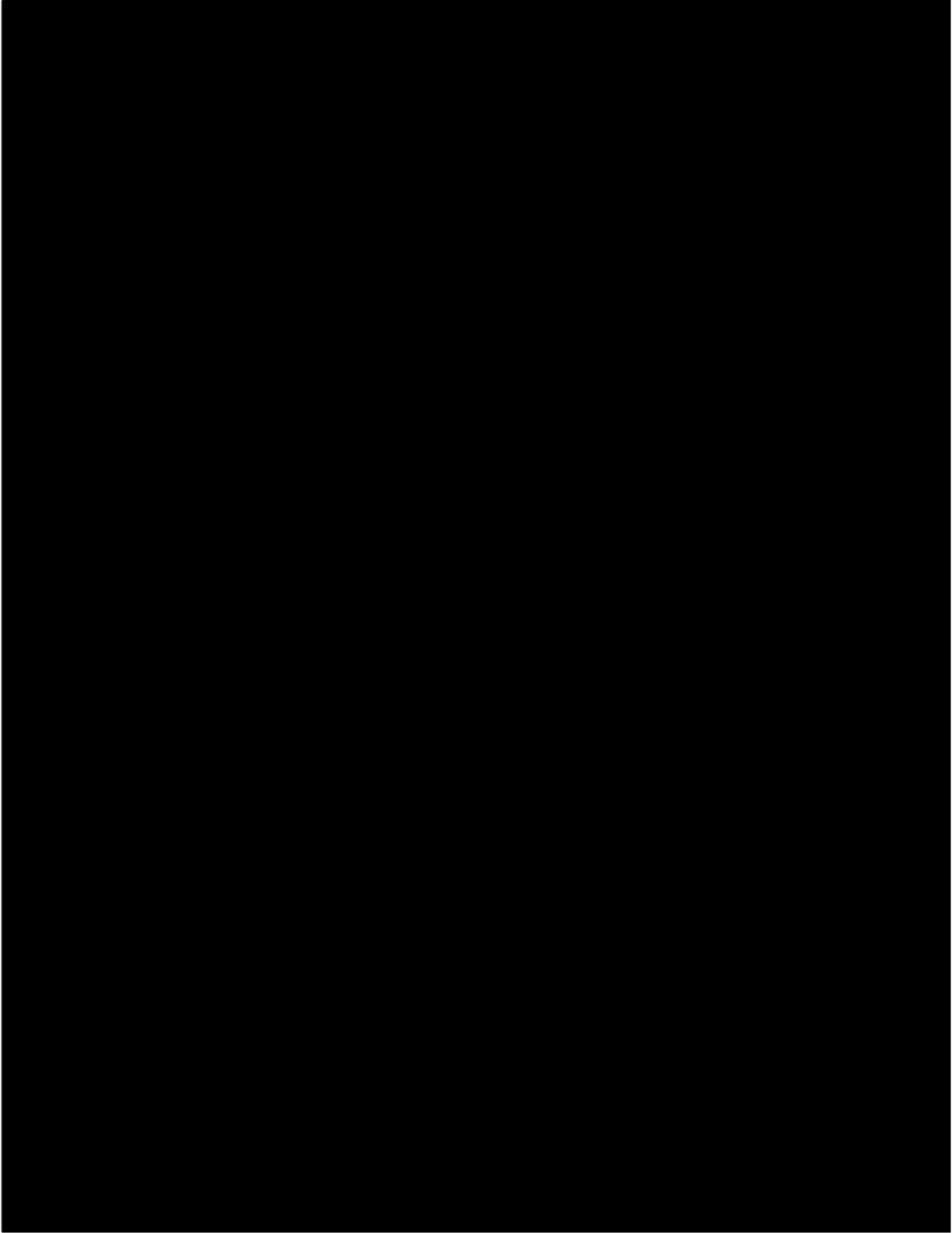
Astrium and Telesat Proprietary

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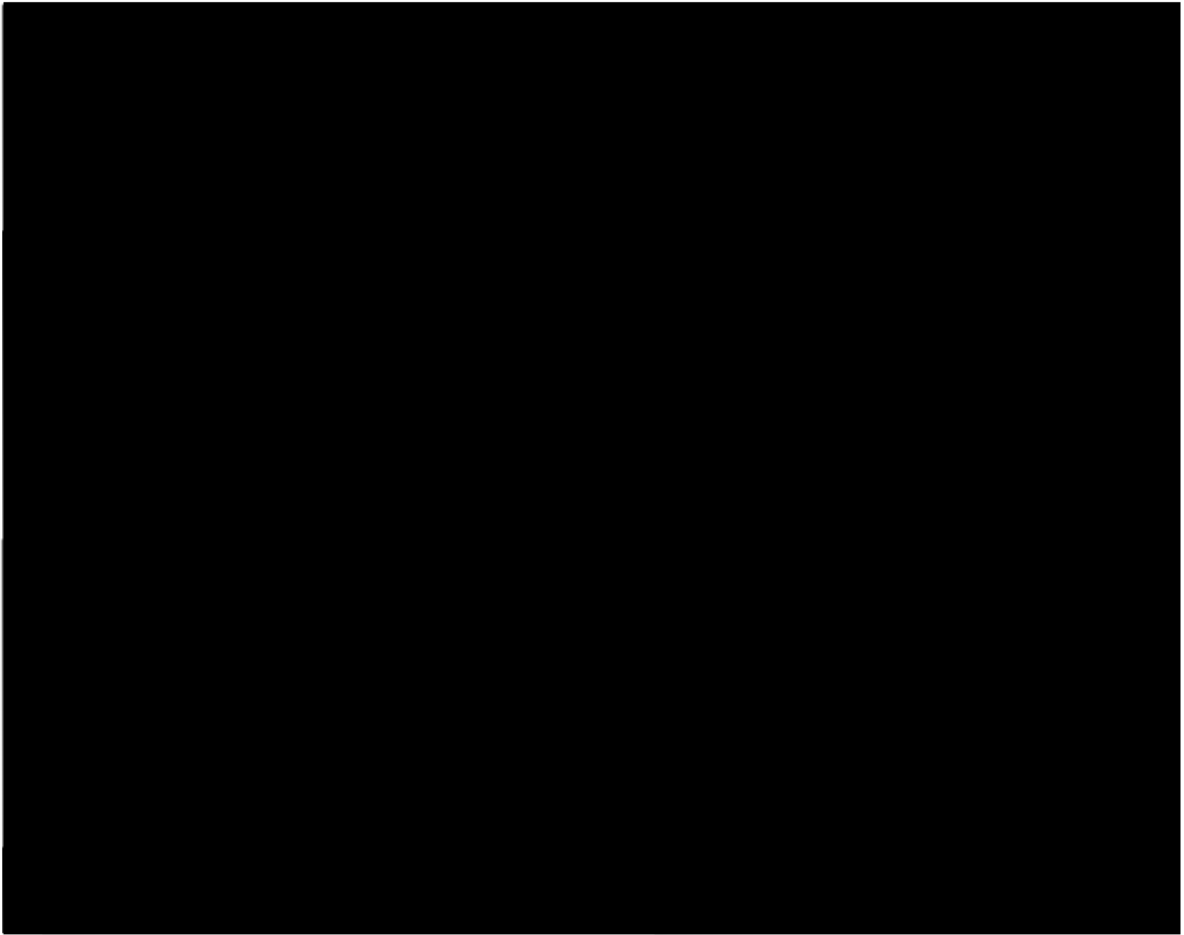
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**The Guarantor**

**EUROPEAN AERONAUTIC DEFENCE AND SPACE COMPANY EADS N.V.**

By: \_\_\_\_\_

Name: Thomas Enders

Title: Chief Executive Officer

Address: Mendelweg 30, 2333 CS Leiden, The Netherlands

**The Beneficiary**

**TELESAT LUXEMBOURG S.À R.L.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 121, Avenue de la Faïencerie, L-1511 Luxembourg, Grand Duchy of Luxembourg

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**CONTRACT  
TERMS AND CONDITIONS**

**BETWEEN**

**TELESAT LUXEMBOURG S.À R.L.**

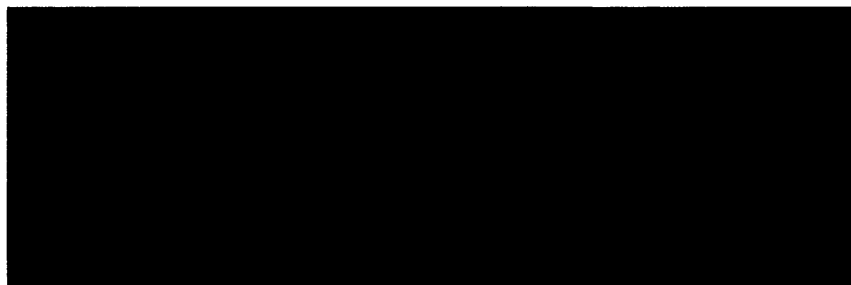
**AND**

**THE CONTRACTOR**

**FOR THE**

**TELSTAR 12N SATELLITE**

**REDACTED**



Astrium and Telesat Proprietary

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**TELSTAR 12 VANTAGE (T12V)  
SATELLITE**

**ATTACHMENT 1  
STATEMENT OF WORK**

**AMENDMENT 1**

**April 14, 2014**

**PROPRIETARY NOTICE**

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Jean-Michel FLEURANT  
14 April 14

A handwritten signature in black ink, appearing to read "J. Fleurant", is written over the typed name and date.

CEA/der  
14 APR '14 C6A

REDACTED



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**TELSTAR 12 VANTAGE (T12V)  
SATELLITE**

**ATTACHMENT 2  
SPACECRAFT PERFORMANCE REQUIREMENTS**

**PART I  
SATELLITE SYSTEMS PERFORMANCE  
REQUIREMENTS**

**AMENDMENT 1**

**April 14, 2014**

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*Jean-Michel FLEURANT*

*14 April 14*

A handwritten signature in black ink, appearing to be "Jean-Michel Fleurant".

*Marie Rivox*  
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*CGA lder*  
*14 APR'14 CGA*

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**TELSTAR 12 VANTAGE (T12V)  
SATELLITE**

**ATTACHMENT 2  
SPACECRAFT PERFORMANCE REQUIREMENTS**

**PART II  
COMMUNICATIONS SUBSYSTEM  
PERFORMANCE REQUIREMENTS**

**AMENDMENT 1**

**April 14, 2014**

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*CGA/ed*  
14 APR 14 CGA  
*[Signature]*  
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**TELSTAR 12 VANTAGE (T12V)  
SATELLITE**

**ATTACHMENT 2  
SPACECRAFT PERFORMANCE  
REQUIREMENTS**


**PART III  
BUS PERFORMANCE REQUIREMENTS**

**AMENDMENT 1**

**April 14, 2014**

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 M. Ritoux  
14 April 2014

CG Alder  
14 Apr '14 CGA

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## TELSTAR 12N SATELLITE

### ATTACHMENT 3 SPACECRAFT PERFORMANCE VERIFICATION REQUIREMENTS

June 7, 2013

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REDACTED

CGAlder  
7 Jun '13  
JP HANIEZ  
7 June 13

REDACTED



**TELSTAR 12 VANTAGE (T12V)  
SATELLITE**

**ATTACHMENT 3  
SPACECRAFT PERFORMANCE  
VERIFICATION REQUIREMENTS**

**APPENDIX A – COMMUNICATION  
SUBSYSTEM**

**AMENDMENT 1**

**April 14, 2014**

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Jean-michel FLEURANT

14 April 14

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CGAlder  
14 APR 14 CGA

REDACTED

REDACTED



**ATTACHMENT 3**

**SPACECRAFT PERFORMANCE  
VERIFICATION REQUIREMENTS**

**APPENDIX B - PLATFORM/BUS  
SUBSYSTEMS & UNITS**

CCALder  
7 Jun '13  
JP HANIEZ

7 June 13

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**TELSTAR 12N SATELLITE**

**ATTACHMENT 4  
SPACECRAFT PRODUCT ASSURANCE  
REQUIREMENTS**

**June 7, 2013**

**PROPRIETARY NOTICE**

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Jean-Michel FLEURANT

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7/6/13

REDACTED

A handwritten signature in black ink, appearing to read "Andrew".  
June 7, 2013

REDACTED



**TELSTAR 12N SATELLITE**


**ATTACHMENT 5  
SATELLITE CONTROL AND  
OPERATIONS REQUIREMENTS**

**June 7, 2013**

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Jean-michel FLEURANT

 7/06/13

REDACTED

*JS June 7 2013*





## TELSTAR 12N SATELLITE

### ATTACHMENT 6 SATELLITE CONTROL AND OPERATIONS PRODUCT ASSURANCE REQUIREMENTS

June 7, 2013

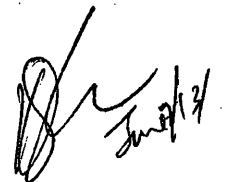
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Jean - michel FLEURANT

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7/06/13

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REDACTED

# ATTACHMENT 2

	<h2 style="margin: 0;">TELSTAR 12V CHANGE NOTICE</h2>	Réf : TEL12V.CN.001.DP.T.ASTR Issue : 1 Rev 1 Date : 09/10/2013 Page : 1
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TITLE OF CHANGE <h3 style="margin: 0;"><u>Payload Modifications</u></h3>								
RECOMMENDED CLASS A	CHANGE REQUEST REF.	CONTRACT TELSTAR 12V						
REASON FOR CHANGE: Customer Request (see attachment 1)								
DESCRIPTION OF CHANGE: See attached presentation.								
EFFECTIVITY								
PRODUCT and CI Number	Models or serial numbers	Prior Acc. Tests (y/n)	After Acc. Tests (y/n)					
AFFECTED DOCUMENTS								
Reference Attachment 2 Part II	Issue July 10th 2013	Reference	Issue					
RELATED FACTORS								
Factor	Yes	No	Factor	Yes	No	Factor	Yes	No
Design	X		Procurement	X		Interchangeability		X
Performances	X		Testing	X		Software		X
Interfaces	X		Ground Segment Support		X	Documentation	X	
Electrical parameters		X	Qualification		X	Cost	X	
Mechanical parameters	X		Reliability		X	Schedule	X	
Material and Processes		X	Maintainability		X	Space segment		X
						Ground segment		X
Parts		X	Safety		X	Others : TM/TC list		
PRICE INFLUENCE: <span style="background-color: black; color: black;">[REDACTED]</span>							Annex	<input type="checkbox"/>
SCHEDULE INFLUENCE: <b>None</b>							Annex	<input type="checkbox"/>
INFLUENCE ON OTHER PROVISIONS: <b>None</b>							Annex	<input type="checkbox"/>
<b>ASTRIUM SIGNATURES</b>				Date:				
APPROVAL <input type="checkbox"/> Project Manager	DISAPPROVAL <input type="checkbox"/> Contract Officer	CHANGE DIRECTIVE <input type="checkbox"/> Configuration Manager						
<b>TELESAT SIGNATURES</b>				Date:				
APPROVAL <input type="checkbox"/> Project Manager	DISAPPROVAL <input type="checkbox"/> Contract Officer	CHANGE DIRECTIVE <input type="checkbox"/> Configuration Manager						

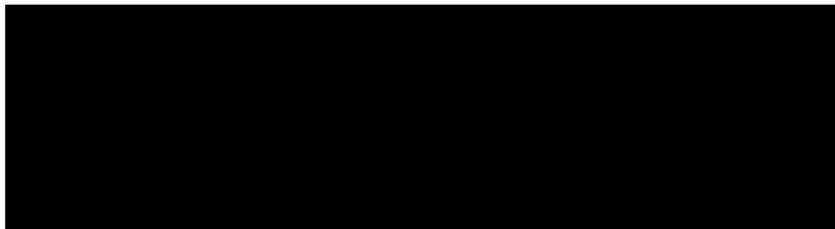
REDACTED

## 1. DESCRIPTION OF CHANGE

Further to a customer request, and to support Telesat business needs, the current baseline payload design foresees the following modifications:

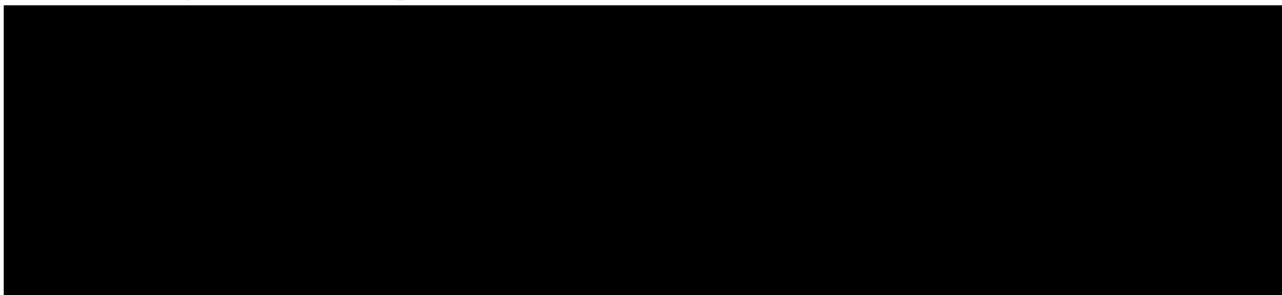


## 2. MASS IMPACT OF THE CHANGE



## 3. PRICE AND PAYMENT MILESTONE SCHEDULE IMPACT OF THE CHANGE

The Price impact for this Change is:



## 4. DELIVERY SCHEDULE IMPACT OF THE CHANGE

There will be no schedule impact upon the Delivery Schedule.

**END OF DOCUMENT**

**REDACTED**


# ATTACHMENT 3

	<h2 style="margin: 0;">TELSTAR 12V CHANGE NOTICE</h2>	Réf : TEL12V.CN.002.DP.T.ASTR Issue : 1 Rev 1 Date : 12/11/2013 Page : 1
--	---	---

TITLE OF CHANGE <h3 style="margin: 0;"><u>EU Spots X- pol reduction</u></h3>								
RECOMMENDED CLASS A	CHANGE REQUEST REF.	CONTRACT TELSTAR 12V						
REASON FOR CHANGE: Customer Request (see attachment 1)								
DESCRIPTION OF CHANGE: See attached presentation.								
EFFECTIVITY								
PRODUCT and CI Number	Models or serial numbers	Prior Acc. Tests (y/n)	After Acc. Tests (y/n)					
AFFECTED DOCUMENTS								
Reference	Issue	Reference	Issue					
Attachment 2 Part II	July 10th 2013							
RELATED FACTORS								
Factor	Yes	No	Factor	Yes	No	Factor	Yes	No
Design	X		Procurement	X		Interchangeability		X
Performances	X		Testing		X	Software		X
Interfaces		X	Ground Segment Support		X	Documentation	X	
Electrical parameters		X	Qualification		X	Cost	X	
Mechanical parameters	X		Reliability		X	Schedule	X	
Material and Processes		X	Maintainability		X	Space segment		X
				Ground segment				
Parts		X	Safety		X	Others : TM/TC list		
PRICE INFLUENCE: [REDACTED]							Annex	<input type="checkbox"/>
SCHEDULE INFLUENCE: [REDACTED]							Annex	<input type="checkbox"/>
INFLUENCE ON OTHER PROVISIONS: <b>None</b>							Annex	<input type="checkbox"/>
<b>ASTRIUM SIGNATURES</b>				Date:				
APPROVAL <input type="checkbox"/>	DISAPPROVAL <input type="checkbox"/>	CHANGE DIRECTIVE <input type="checkbox"/>						
Project Manager	Contract Officer	Configuration Manager						
<b>TELESAT SIGNATURES</b>				Date:				
APPROVAL <input type="checkbox"/>	DISAPPROVAL <input type="checkbox"/>	CHANGE DIRECTIVE <input type="checkbox"/>						
Project Manager	Contract Officer	Configuration Manager						

REDACTED

**1. DESCRIPTION OF CHANGE**

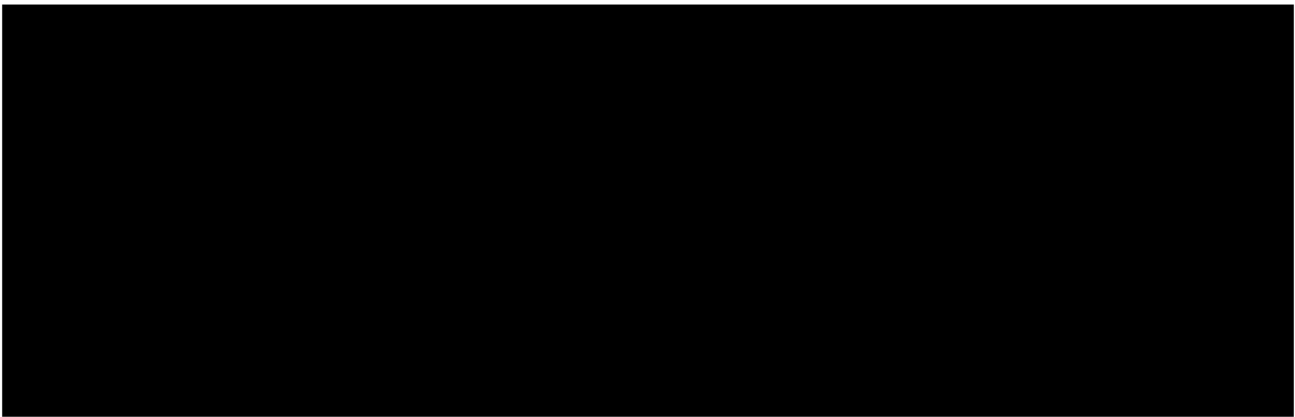
Further to a customer request, and in support of Telesat's business needs, Astrium is instructed to carry out certain work 

**2. MASS IMPACT OF THE CHANGE**

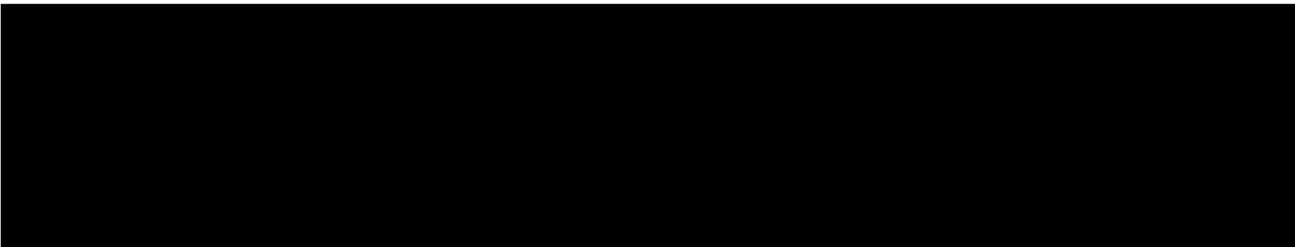
The maximum dry mass will not be impacted

**3. PRICE AND PAYMENT MILESTONE SCHEDULE IMPACT OF THE CHANGE**

The Price impact for this Change is:




**4. DELIVERY SCHEDULE IMPACT OF THE CHANGE**

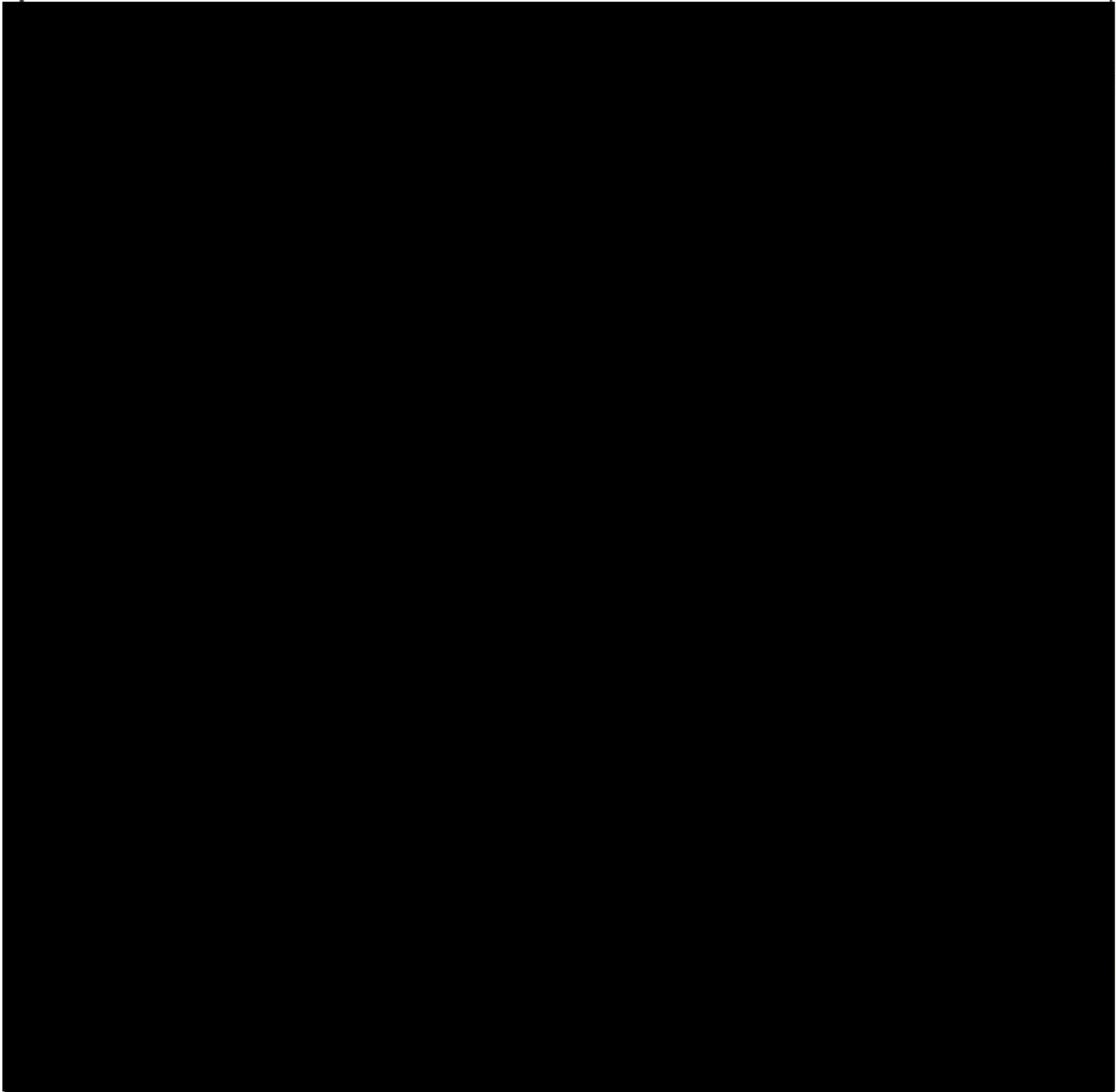


**END OF DOCUMENT**

**REDACTED**

ATTACHMENT 4

<i>Telstar 12V</i>			
<b>MEETING REPORT</b>	REFERENCE	T12V.MN.00391.DP.P.ASTR	
	DATE 07 & 08 July 2014	PLACE Toulouse	
<b>SUBJECT Telstar 12V – Payload CDR</b>			



REDACTED

The current issue is the electronic copy available through SPRINT on line. All paper copies are for information only.

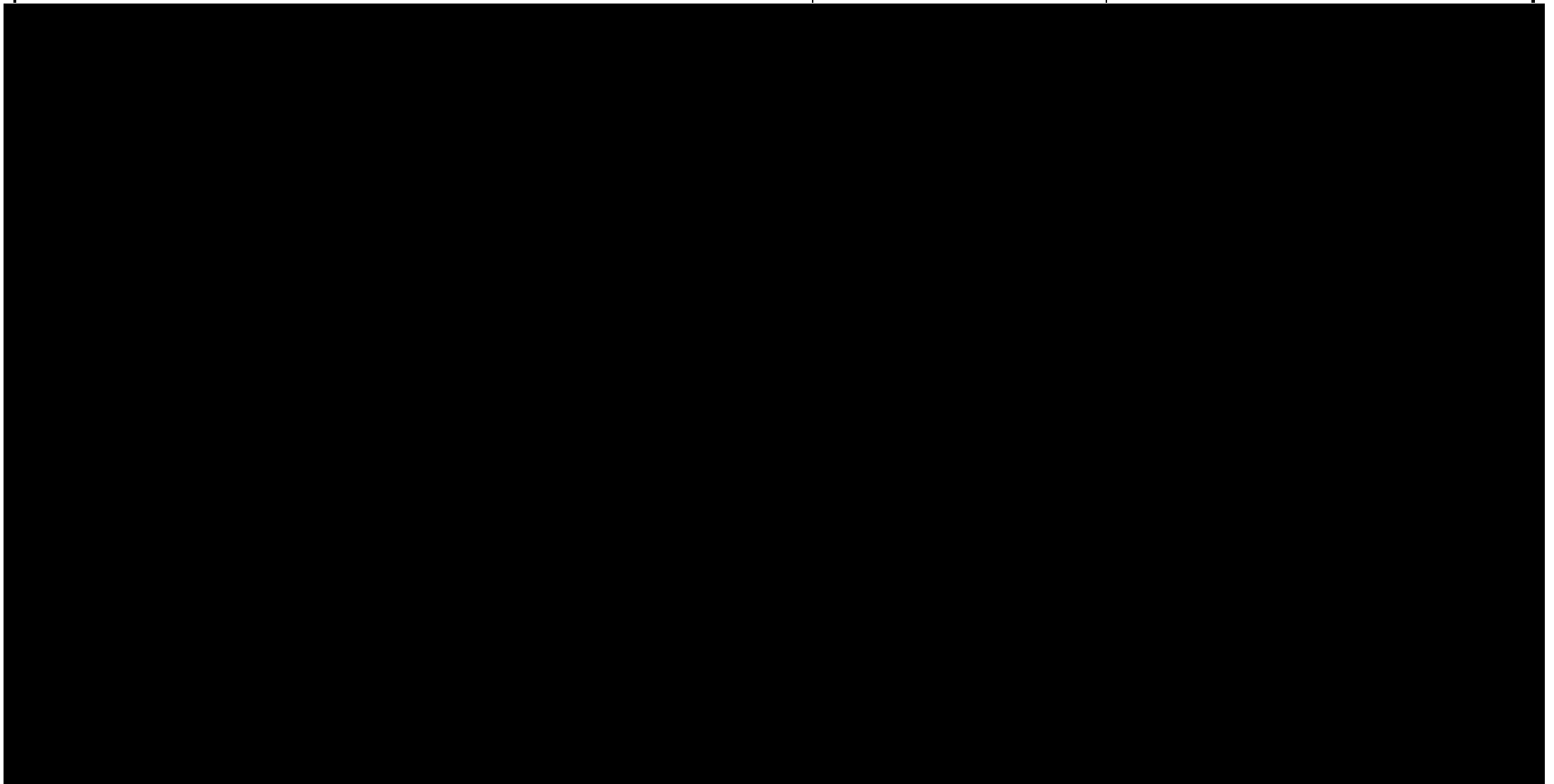
**REDACTED**

**ACTION LIST**



**ACTION LIST**

**ACTION LIST**



REDACTED



Date: 08/07/14

Place: Toulouse

**ACTION LIST**

Minute No:

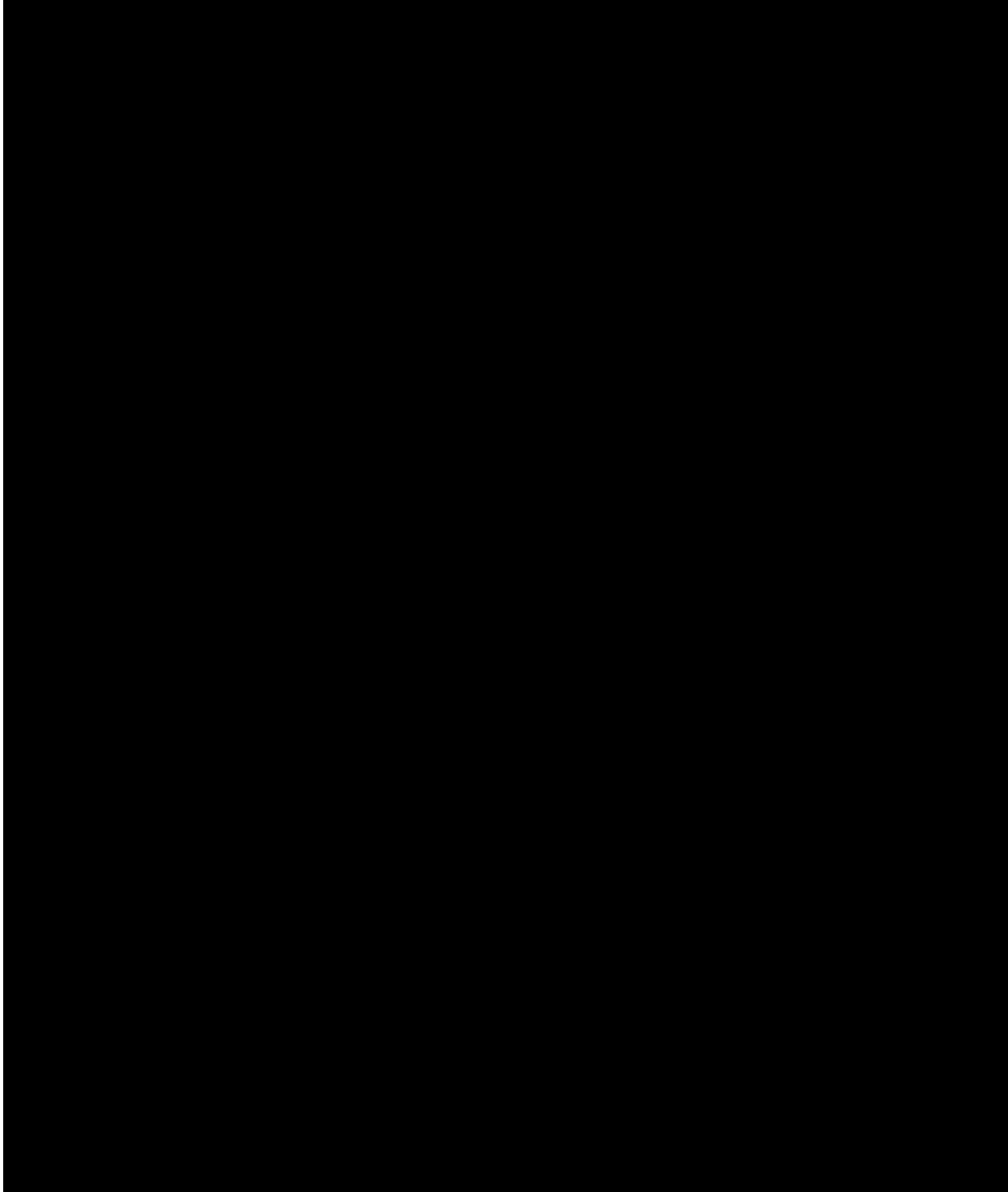
T12V.MN.00391.DP.P.ASTR

The current issue is the electronic copy available through SPRINT on line. All paper copies are for information only.

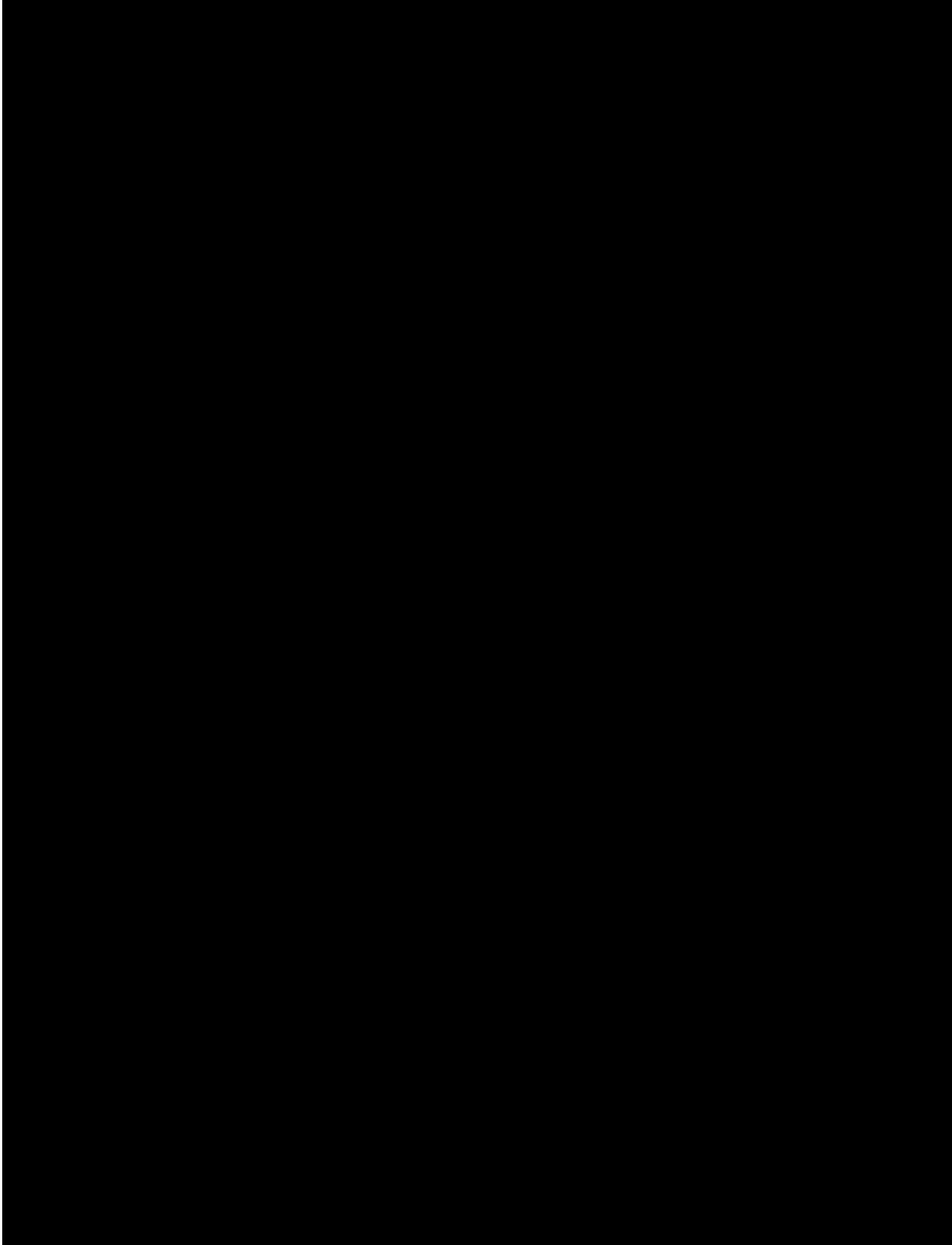
REDACTED

<b>MEETING REPORT CONTINUATION SHEET</b>					
<b>REFERENCE:</b>	T12V.MN.00391.DP.P.ASTR				
<b>DATE:</b>	07 & 08 July 2014				
<b>PLACE:</b>	Toulouse	<b>SHEET:</b>	7	<b>OF:</b>	9

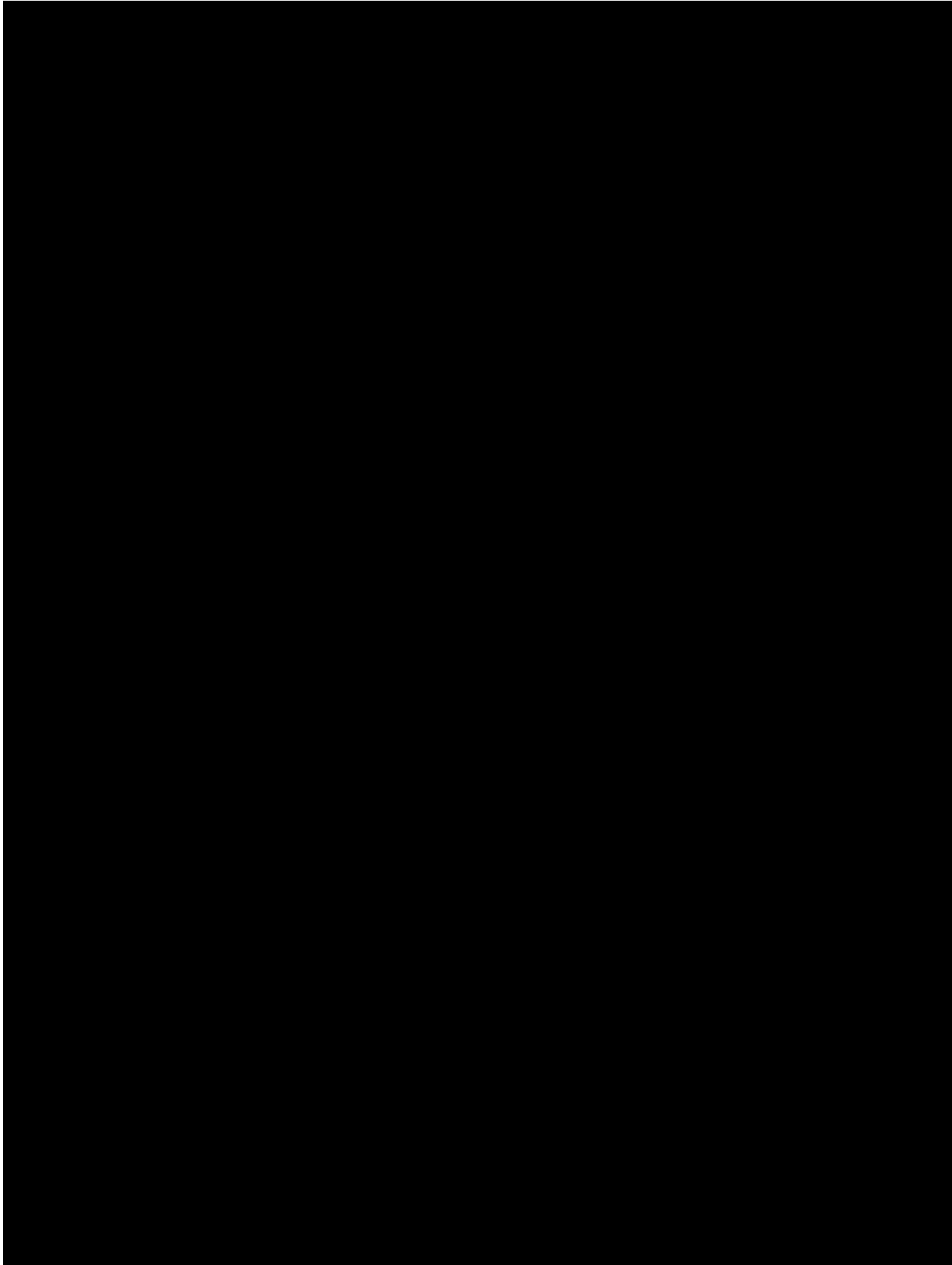
<u>PDR Action Status</u> (T12V Payload CDR Presentation.pdf – p4 to 6)	
17 actions raised – all closed	



<b>MEETING REPORT CONTINUATION SHEET</b>					
<b>REFERENCE:</b>	T12V.MN.00391.DP.P.ASTR				
<b>DATE:</b>	07 & 08 July 2014				
<b>PLACE:</b>	Toulouse	<b>SHEET:</b>	8	<b>OF:</b>	9



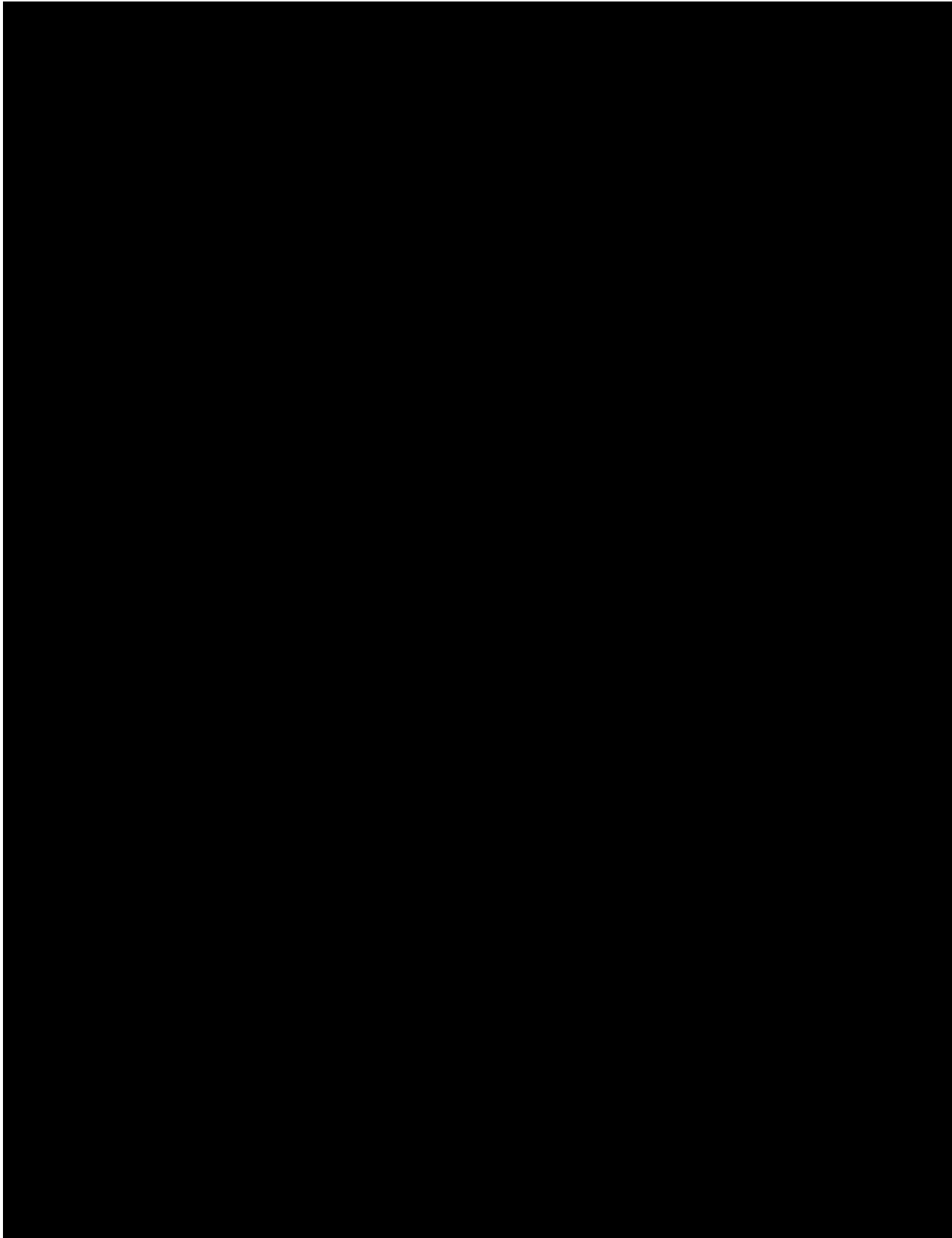
<b>MEETING REPORT CONTINUATION SHEET</b>					
<b>REFERENCE:</b>	T12V.MN.00391.DP.P.ASTR				
<b>DATE:</b>	07 & 08 July 2014				
<b>PLACE:</b>	Toulouse	<b>SHEET:</b>	9	<b>OF:</b>	9



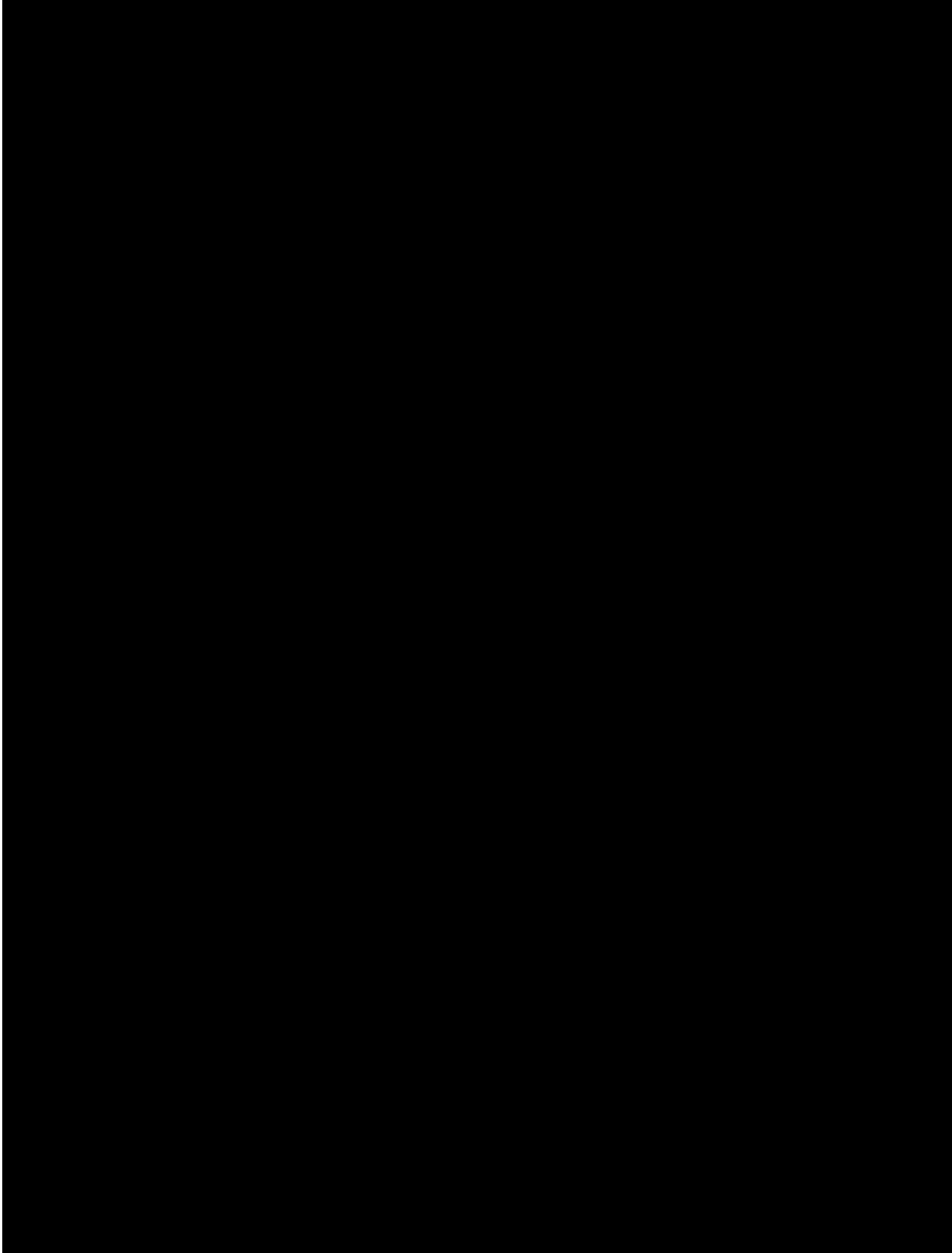
The current issue is the electronic copy available through SPRINT on line. All paper copies are for information only.

REDACTED

<b>MEETING REPORT CONTINUATION SHEET</b>					
<b>REFERENCE:</b>	T12V.MN.00391.DP.P.ASTR				
<b>DATE:</b>	07 & 08 July 2014				
<b>PLACE:</b>	Toulouse	<b>SHEET:</b>	10	<b>OF:</b>	9



<b>MEETING REPORT CONTINUATION SHEET</b>					
<b>REFERENCE:</b>	T12V.MN.00391.DP.P.ASTR				
<b>DATE:</b>	07 & 08 July 2014				
<b>PLACE:</b>	Toulouse	<b>SHEET:</b>	11	<b>OF:</b>	9



The current issue is the electronic copy available through SPRINT on line. All paper copies are for information only.

REDACTED



<b>MEETING REPORT CONTINUATION SHEET</b>					
<b>REFERENCE:</b>	T12V.MN.00391.DP.P.ASTR				
<b>DATE:</b>	07 & 08 July 2014				
<b>PLACE:</b>	Toulouse	<b>SHEET:</b>	12	<b>OF:</b>	9



<p><u>Conclusion</u></p> <ul style="list-style-type: none"> <li>• No blocking action item was identified during the review.</li> <li>• CDR is deemed successful with satisfactory closure of minor action items.</li> <li>• Telesat thanks Airbus DS for the excellent work performed to date.</li> </ul>	
---	--

ATTACHMENT 5

Report Date: 08-12-14 - 08-12-14

Report Name: temp\_8868577 : null

RRBS

Amount	Ccy	IBAN (BBAN if n.a.)	Value Date	Book Date/Time	Type	Client Ref.	Bank Ref
	CAD	[REDACTED]	08-18-14	08-18-14	NTRF	NONREF	0201408145 00011
	USD	[REDACTED]	08-18-14	08-18-14	NTRF	NONREF	0201408145 00010

GTC106180  
 INV 100036017 REF 400024381 F.1202 9.S.2 /FR7630007530610461554600013 AIRBUS DEFENCE AND SPACE 31 RUE DES COSMONAUTES TOULOUSE FR  
 TRANSFER AMT CAD  
 GTC106180  
 INV 100036018 100036020 100036021 REF 400024378 F.12029. S.1 /FR7630007530610461554600013 AIRBUS DEFENCE AND SPACE 31 RU  
 E DES COSMONAUTES TOULOUSE FR TRANSFER AMT

REDACTED

# Single Payment

## Payment Information

Payment Type International Wire  
Transfer Amount [REDACTED]  
Value Date 08-18-14  
Status: Entered  
Part of Set

Client Reference NONREF  
System Reference 33  
GBI  
GTI

## Debit Account Holder

Name TELESAT LUXEMBOURG SARL  
Code TS LUX SARL  
Address  
City Luxembourg  
Zip/Postal Code  
Country Luxembourg  
Account [REDACTED]  
Is Account Resident? Yes

## Debit Account Holder Bank

Name RBS GLOBAL BANKING (LUXEMBOURG) S.A.  
Address ESPACE KENNEDY  
City LUXEMBOURG  
Zip/Postal Code 1855  
Country LUXEMBOURG  
SWIFT ID ABNALULL  
Clearing System  
Bank Sorting Code

## Beneficiary

Status: New  
Name Airbus Defence and Space  
Code  
Address 1 31, Rue des Cosmonautes  
Address 2  
City Toulouse  
Zip/Postal Code  
Country France  
Account [REDACTED]  
Is Account Resident? Yes

## Bank of the Beneficiary

Status: Pre-defined  
Name NATIXIS  
Address 115, RUE MONTMARTRE  
City PARIS  
Zip/Postal Code 75002  
Country France  
SWIFT ID NATXFRPP  
Clearing System  
Bank Sorting Code

## Payment Information

Payment Details INV 100036018, 100036019, 100036020  
, 100036021, REF 400024378 F.12029.  
S.1

Charges for BBI SHA - Shared

## Intermediary Bank

Status:  
Name  
Address  
City  
Zip/Postal Code  
Country  
SWIFT ID  
Clearing System  
Bank Sorting Code

TELESAT - TREASURY  
ESQUIRE TEMPLATES

## System Reference

User MBOURGEOIS

Activity Create

Date 07-31-14 07:27 PM

WIRE PAYMENT

MB July 3  
Aug 18/14 [REDACTED]  
[REDACTED] July 31/14

# Single Payment

## Payment Information

Payment Type: International Wire  
Transfer Amount: [REDACTED]  
Value Date: 08-18-14  
Status: Entered  
Part of Set

Client Reference: NONREF  
System Reference: 32  
GBI  
GTI

## Debit Account Holder

Name: TELESAT LUXEMBOURG SARL  
Code: TS LUX SARL  
Address: Luxembourg  
City: Luxembourg  
Zip/Postal Code: Luxembourg  
Country: Luxembourg  
Account: [REDACTED]  
Is Account Resident?: Yes

## Debit Account Holder Bank

Name: RBS GLOBAL BANKING (LUXEMBOURG) S.A.  
Address: ESPACE KENNEDY  
City: LUXEMBOURG  
Zip/Postal Code: 1855  
Country: LUXEMBOURG  
SWIFT ID: ABNALULL  
Clearing System  
Bank Sorting Code

## Beneficiary

Status: New  
Name: Airbus Defence and Space  
Code  
Address 1: 31, Rue des Cosmonautes  
Address 2  
City: Toulouse  
Zip/Postal Code  
Country: France  
Account: [REDACTED]  
Is Account Resident?: Yes

## Bank of the Beneficiary

Status: Pre-defined  
Name: NATIXIS  
Address: 115, RUE MONTMARTRE  
City: PARIS  
Zip/Postal Code: 75002  
Country: France  
SWIFT ID: NATXFRPP  
Clearing System  
Bank Sorting Code

## Payment Information

Payment Details: INV 100036017, REF 400024381 F. 1202  
9.S.2

## Intermediary Bank

Status:  
Name:  
Address:  
City:  
Zip/Postal Code:  
Country:  
SWIFT ID:  
Clearing System:  
Bank Sorting Code:

Charges for BBI: SHA - Shared

System Reference: 32

User: MBOURGEOIS  
Activity: Create

Date: 07-31-14 07:24 PM

Description: MB [REDACTED] July 31  
Created by: [REDACTED] Aug 18/14  
Approved by: [REDACTED] July 31/14

*Done Aug 18<sup>th</sup>*

Telecom Satellites & Systems  
Airbus Defence and Space  
31, rue des Cosmonautes  
31402 Toulouse Cedex 4 France  
Contact : Kevin Parvin  
Tél. : + 33 (5) 62 19 94 50  
Fax : + 33 (5) 62 19 74 85  
E-mail:

Toulouse, July 17<sup>th</sup> 2014

TELESAT LUXEMBOURG S.À R.L.  
121, Avenue de la Faïencerie,  
L-1511 Luxembourg  
Grand Duchy of Luxembourg

*For the attention of Nigel Gibson*

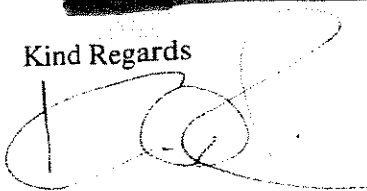
O/Ref: TEL12N.LE.O15.KP.T.ASTR

Subject: Invoice Submission

Dear Nigel,

In accordance with the TELSTAR 12V Satellite procurement contract Article 6 PAYMENT, Airbus Defence and Space submits the following invoices for milestones listed below:

Kind Regards



Kevin Parvin  
*Contract Manager Telecommunications Satellites & Systems*

*Attached evidence of achievement*

Date 17.07.2014

INVOICE n° 100036017

ORIGINAL

Our references : 400024381 / F.12029.S.2

Airbus Defence and Space SAS  
Space System

Etablissement :  
31, rue des Cosmonautes  
31402 Toulouse Cedex 4  
FRANCE

Tel : +33 (0) 5 62 19 62 19  
Fax : +33 (0) 5 61 54 57 10



S.A.S au capital de 16 567 728 Euros E  
Siret 393 341 516 00093  
Identifiant TVA n° FR 63 393 341 516  
APE/NAF: 3030Z

TELESAT LUXEMBOURG S.A.R.L  
121 AVENUE DE LA FAIENCERIE  
L-1511 LUXEMBOURG  
LUXEMBOURG

Ship-to party :  
TELESAT LUXEMBOURG S.A.R.L  
121 AVENUE DE LA FAIENCERIE  
L-1511 LUXEMBOURG  
LUXEMBOURG

VAT exemption according to Art 28C(A) 6th EC-Directive.

Your order n° TELSTAR 12N  
Your order date : 24.07.2013

Customer reference : 1024121

Payment method : Bank transfer - DUE 30 NET DAYS

Payable : Up to 16.08.2014 without deduction

In accordance with Article L441-6 of the French code de commerce, a compensation of 40 euros for payment fees are owed to the creditor in case of delay of payment, subject to other supplementary fees or penalties which could be a complementary compensation

Lot : PART CAD  
Service rendered : 10.07.2014

Item	Description	Qty	Unit Price	Amount
1	[REDACTED]	1	[REDACTED]	[REDACTED]

Change in Legal name :  
From 01/07/2014 ASTRJUM SAS  
becomes Airbus Defence and Space SAS

Contact : CARDONNE BEATRICE

@ : beatrice.cardonne@astrium.eads.net

Bank : NATIXIS  
RIB : 30007 53061 04615546000 13  
IBAN : FR76 3000 7530 8104 6155 4600 013  
BIC : NATXFRPPXXX

Net value	[REDACTED]
VAT	[REDACTED]
Total amount	[REDACTED]
Downpayments received	[REDACTED]
Debit	[REDACTED]

Rates	Amount liable for VAT	VAT per rate
[REDACTED]	[REDACTED]	[REDACTED]

Airbus Defence and Space SAS, Siege social: 51-61 Rte de Vermeuil 78130 les Mureaux, France

REDACTED

Date 17.07.2014

INVOICE n° 100036018

ORIGINAL

Our references : 400024378 / F.12029.S.1

Airbus Defence and Space SAS  
Space System  
Etablissement :  
31, rue des Cosmonautes  
31402 Toulouse Cedex 4  
FRANCE  
Tel : +33 (0) 5 62 19 62 19  
Fax : +33 (0) 5 61 54 57 10



S.A.S au capital de 16 587 728 Euros€  
Siret 393 341 516 00093  
Identifiant TVA n° FR 63 393 341 516  
APE/NAF: 3030Z

TELESAT LUXEMBOURG S.A.R.L  
121 AVENUE DE LA FAIENCERIE  
L-1511 LUXEMBOURG  
LUXEMBOURG

Ship-to party :  
TELESAT LUXEMBOURG S.A.R.L  
121 AVENUE DE LA FAIENCERIE  
L-1511 LUXEMBOURG  
LUXEMBOURG

VAT exemption according to Art 28C(A) 6th EC-Directive.

Your order n° TELSTAR 12N  
Your order date : 24.07.2013

Customer reference : 1024121

Payment method : Bank transfer - DUE 30 NET DAYS  
Payable : Up to 16.08.2014 without deduction  
In accordance with Article L441-6 of the French code de commerce, a compensation of 40 euros for payment fees are owed to the creditor in case of delay of payment, subject to other supplementary fees or penalties which could be a complementary compensation

Lot : PART USD  
Service rendered : 10.07.2014

Item	Description	Qty	Unit Price	Amount
1	[REDACTED]	1	[REDACTED]	[REDACTED]

Change in Legal name :  
From 01/07/2014 ASTRIUM SAS  
becomes Airbus Defence and Space SAS

Contact : CARDONNE BEATRICE

@ : beatrice.cardonne@astrium.eads.net

Bank : NATIXIS  
RIB : 30007 53061 04615546000 13  
IBAN : FR76 3000 7530 6104 6155 4600 013  
BIC : NATXFRPPXXX

Net value	[REDACTED]
VAT	[REDACTED]
Total amount	[REDACTED]
Downpayments received	[REDACTED]
Debit	[REDACTED]

Rates	Amount liable for VAT	VAT per rate
[REDACTED]	[REDACTED]	[REDACTED]

Airbus Defence and Space SAS, Siege social, 51-61 Rte de Vermeuil, 78130 les Mureaux, France

REDACTED

Date 17.07.2014

INVOICE n° 100036019

ORIGINAL

Our references : 400024378 / F.12029.S.1

Airbus Defence and Space SAS  
Space System  
Etablissement :  
31, rue des Cosmonautes  
31402 Toulouse Cedex 4  
FRANCE  
Tel : +33 (0) 5 62 19 62 19  
Fax : +33 (0) 5 61 54 57 10



S.A.S au capital de 16 587 728 Euros€  
Siret 393 341 516 00093  
Identifiant TVA n° FR 63 393 341 516  
APE/NAF: 3030Z

TELESAT LUXEMBOURG S.A.R.L  
121 AVENUE DE LA FAIENCERIE  
L-1511 LUXEMBOURG  
LUXEMBOURG

Ship-to party :  
TELESAT LUXEMBOURG S.A.R.L  
121 AVENUE DE LA FAIENCERIE  
L-1511 LUXEMBOURG  
LUXEMBOURG

VAT exemption according to Art 28C(A) 6th EC-Directive.

Your order n° TELSTAR 12N  
Your order date : 24.07.2013

Customer reference : 1024121

Payment method : Bank transfer - DUE 30 NET DAYS  
Payable : Up to 16.08.2014 without deduction

In accordance with Article L.441-6 of the French code de commerce, a compensation of 40 euros for payment fees are owed to the creditor in case of delay of payment, subject to other supplementary fees or penalties which could be a complementary compensation

Lot : PART USD  
Service rendered : 10.07.2014

Item	Description	Qty	Unit Price	Amount
1	[REDACTED]	1	[REDACTED]	[REDACTED]

Change in Legal name :  
From 01/07/2014 ASTRJUM SAS  
becomes Airbus Defence and Space SAS

Contact : CARDONNE BEATRICE

@ : beatrice.cardonne@astrium.eads.net

Bank : NATIXIS  
RIB : 30007 53061 04615546000 13  
IBAN : FR76 3000 7530 6104 6155 4600 013  
BIC : NATXFRPPXXX

Net value	[REDACTED]
VAT	[REDACTED]
Total amount	[REDACTED]
Downpayments received	[REDACTED]
Debit	[REDACTED]

Rates	Amount liable for VAT	VAT per rate
[REDACTED]	[REDACTED]	[REDACTED]



Date 17.07.2014

INVOICE n° 100036020

ORIGINAL

Our references : 400024378 / F.12029.S.1

Airbus Defence and Space SAS  
Space System  
Etablissement :  
31, rue des Cosmonautes  
31402 Toulouse Cedex 4  
FRANCE  
Tel : +33 (0) 5 62 19 62 19  
Fax : +33 (0) 5 61 54 57 10



S.A.S au capital de 16 587 729 Euro(s)  
Siret 393 341 516 00093  
Identifiant TVA n° FR 63 393 341 516  
APE/NAF: 3030Z

TELESAT LUXEMBOURG S.A.R.L  
121 AVENUE DE LA FAIENCERIE  
L-1511 LUXEMBOURG  
LUXEMBOURG

Ship-to party :  
TELESAT LUXEMBOURG S.A.R.L  
121 AVENUE DE LA FAIENCERIE  
L-1511 LUXEMBOURG  
LUXEMBOURG

VAT exemption according to Art 28C(A) 6th EC-Directive.

Your order n° TELSTAR 12N  
Your order date : 24.07.2013

Customer reference : 1024121

Payment method : Bank transfer - DUE 30 NET DAYS  
Payable : Up to 16.08.2014 without deduction  
In accordance with Article L441-6 of the French code de commerce, a compensation of 40 euros for payment fees are owed to the creditor in case of delay of payment, subject to other supplementary fees or penalties which could be a complementary compensation

Lot : PART USD  
Service rendered : 10.07.2014

Item	Description	Qty	Unit Price	Amount
1	[REDACTED]	1	[REDACTED]	[REDACTED]

Change in Legal name :  
From 01/07/2014 ASTRJUM SAS  
becomes Airbus Defence and Space SAS

Contact : CARDONNE BEATRICE  
@ : beatrice.cardonne@astrium.eads.net

Bank : NATIXIS  
RIB : 30007 53061 0461554 6000 13  
IBAN : FR76 3000 7530 6104 6155 4600 013  
BIC : NATXFRPPXXX

Net value	[REDACTED]
VAT	[REDACTED]
Total amount	[REDACTED]
Downpayments received	[REDACTED]
Debit	[REDACTED]

Rates	Amount liable for VAT	VAT per rate
[REDACTED]	[REDACTED]	[REDACTED]

REDACTED

Date 17.07.2014

INVOICE n° 100036021

ORIGINAL

Our references : 400024378 / F.12029.S.1

Airbus Defence and Space SAS  
Space System  
Etablissement :  
31, rue des Cosmonautes  
31402 Toulouse Cedex 4  
FRANCE  
Tel : +33 (0) 5 62 19 62 19  
Fax : +33 (0) 5 61 54 57 10



S.A.S au capital de 16 587 728 Euro€  
Siret 393 341 516 00093  
Identifiant TVA n° FR 63 393 341 516  
APE/NAF: 3030Z

TELESAT LUXEMBOURG S.A.R.L  
121 AVENUE DE LA FAIENCERIE  
L-1511 LUXEMBOURG  
LUXEMBOURG

Ship-to party :

TELESAT LUXEMBOURG S.A.R.L  
121 AVENUE DE LA FAIENCERIE  
L-1511 LUXEMBOURG  
LUXEMBOURG

VAT exemption according to Art 28C(A) 6th EC-Directive.

Your order n° TELSTAR 12N  
Your order date : 24.07.2013

Customer reference : 1024121

Payment method : Bank transfer - DUE 30 NET DAYS

Payable : Up to 16.08.2014 without deduction

In accordance with Article L441-6 of the French code de commerce, a compensation of 40 euros for payment fees are owed to the creditor in case of delay of payment, subject to other supplementary fees or penalties which could be a complementary compensation

Lot : PART USD  
Service rendered : 10.07.2014

Item	Description	Qty	Unit Price	Amount
1	[REDACTED]	1	[REDACTED]	[REDACTED]

Change in Legal name :  
From 01/07/2014 ASTRIUM SAS  
becomes Airbus Defence and Space SAS

Contact : CARDONNE BEATRICE

@ : beatrice.cardonne@astrium.eads.net

Bank : NATIXIS  
RIB : 30007 53061 04615546000 13  
IBAN : FR76 3000 7530 6104 6155 4600 013  
BIC : NATXFRPPXXX

Net value	[REDACTED]
VAT	[REDACTED]
Total amount	[REDACTED]
Downpayments received	[REDACTED]
Debit	[REDACTED]

Rates	Amount liable for VAT	VAT per cent
[REDACTED]	[REDACTED]	[REDACTED]

Airbus Defence and Space SAS, Siege social: 51-61 Rte de Verneuil, 78130 les Mureaux, France


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# ATTACHMENT 6

## CERTIFICATION

1. My name is Christopher DiFrancesco. I am the Vice President, General Counsel and Secretary of Telesat Canada and the Secretary of Skynet Satellite Corporation.
2. The copy of the "Contract" between Telesat Luxembourg S.à r.l. ("Telesat Luxembourg") and Astrium SAS, now known as Airbus Defence & Space ("Airbus"), for construction of Telstar 12V (referenced in the Contract by its original name, "Telstar 12N") together with the two Change Notices that are being submitted to the Federal Communications Commission in connection with this certification (collectively, the Telstar 12V Contract"), constitutes the complete version of the contract for the construction of Telstar 12V, including all modifications and amendments. That contract remains in full force and effect and has not been rescinded or replaced.
3. All milestone payments for work completed to date, including through the completion of payload subsystem CDR, have been paid. A schedule showing the amounts and date of those payments is attached as Attachment A to this Certification.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

By:   
Christopher DiFrancesco  
Vice President, General Counsel and Secretary,  
Telesat Canada, and Secretary, Skynet Satellite  
Corporation



# ATTACHMENT 7

## CERTIFICATION

1. My name is Arthur BLICK. I am the Vice President, Commercial and Contracts Space Systems of Airbus Defence & Space SAS.
2. The copy of the "Contract" between Telesat Luxembourg S.à r.l. ("Telesat Luxembourg") and Astrium SAS, now known as Airbus Defence & Space SAS ("Airbus"), for construction of Telstar 12V (referenced in the Contract by its original name, "Telstar 12N ") together with the two Change Notices that are being submitted to the Federal Communications Commission in connection with this certification (collectively, the "Telstar 12V Contract"), constitutes the complete version of the contract for the construction of Telstar 12V, including all modifications and amendments. That contract remains in full force and effect and has not been rescinded or replaced.
3. All milestone payments for work completed to date, including through the completion of payload subsystem CDR, have been paid. A schedule showing the amounts and date of those payments is attached as Attachment A to this Certification.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

By: \_\_\_\_\_

Arthur BLICK  
Vice President, Commercial and Contracts  
Airbus Defence & Space SAS

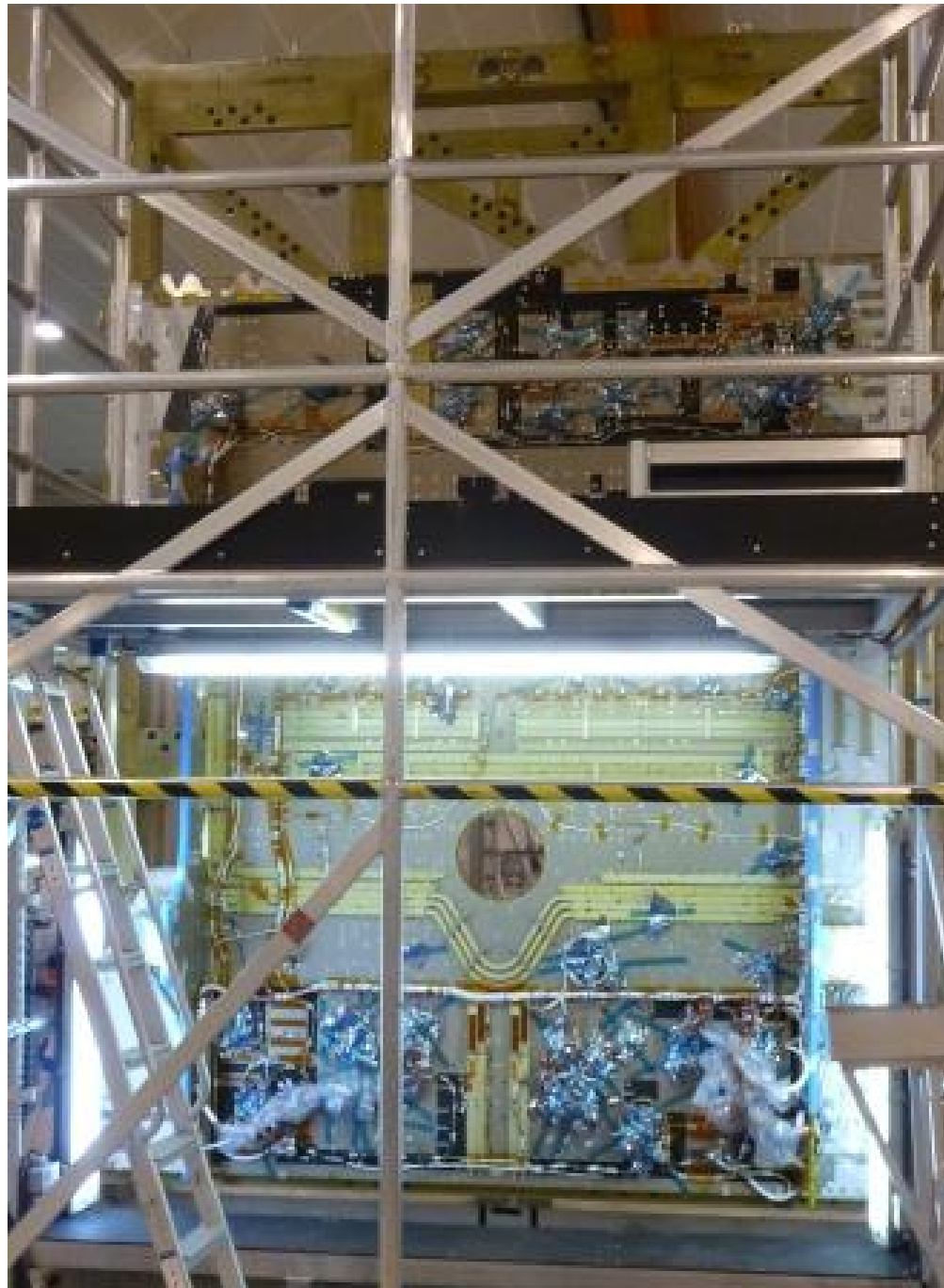
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DEFENCE & SPACE  
Airbus Defence and Space SAS  
31 rue des Cosmonautes  
31402 Toulouse Cedex 4 - France  
SAS au capital de 16 587 728 €  
RCS Versailles 393 341 516



## ATTACHMENT 8



Chemical Propulsion  
System Core Halves



Communications Module  
Y wall with DC harness



ATTACHMENT 10



Communications Module Central Structure



**ATTACHMENT 11**



**ATTACHMENT 12**

# Telstar 12V

## Fourth Quarterly Progress Report: July 2014

Toulouse, August 1<sup>st</sup> 2014

Ref: T12V.GRP.00013.DP.T.ASTR

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2. Accomplishments, status and problems
3. Anticipated progress over the next period
4. Schedule Status and Upcoming meetings
5. Equipment development status
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8. CDRL status
9. Product Assurance report
10. Risk analysis summary
11. Operation & Mission Ground Product Status
12. Launch Vehicle support activities
13. Planned CDRL delivery
14. Resolution Plan for currently late CDRL delivery
15. Similar satellite in-orbit or ground anomalies

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# 1 - Overview and Status Summary

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# 1 - Overview and Status Summary

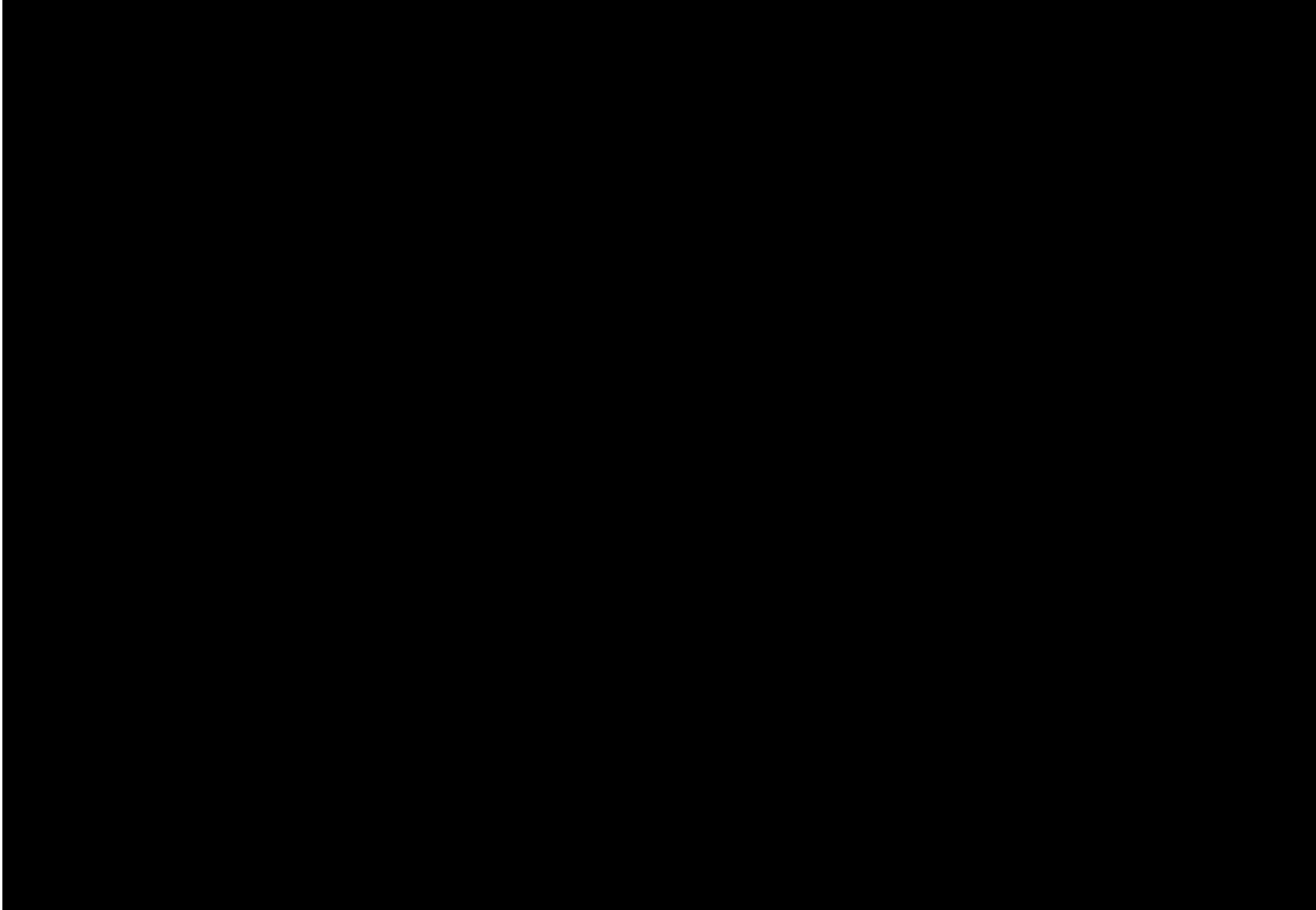
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- Telstar 12V Contract signed on July 30<sup>th</sup> 2013
  - CN 001 signed in October 2013
  - CN 002 signed in November 2013
  - CN 003 (PACOMA) sent on March 4<sup>th</sup>, not selected by Telesat
  
- Payload, Satellite and Antennas PDRs successfully held in November / December 2013
- Custom Phase successfully completed in April 2014
- All the equipment Critical Design Reviews successfully held
- Antennas Critical Design Review successfully held on May 21<sup>st</sup> to 23<sup>rd</sup> 2014
- Payload and Spacecraft CDR successfully held on July 7<sup>th</sup> to 10<sup>th</sup> including in Toulouse
  - All the satellite performance confirmed
  
- Launch site survey (Tanegashima) performed end of June 2014
- Safety Submission Review and launcher PMAR successfully held in early July 2014
  
- Nominal progress of the equipment procurement
  - Several platform and payload units already delivered
  
- Repeater Integration ready to start in early September 2014

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## 2 - Accomplishments, Status & Problems Satellite

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## 2 - Accomplishments, Status & Problems Repeater (1/2)

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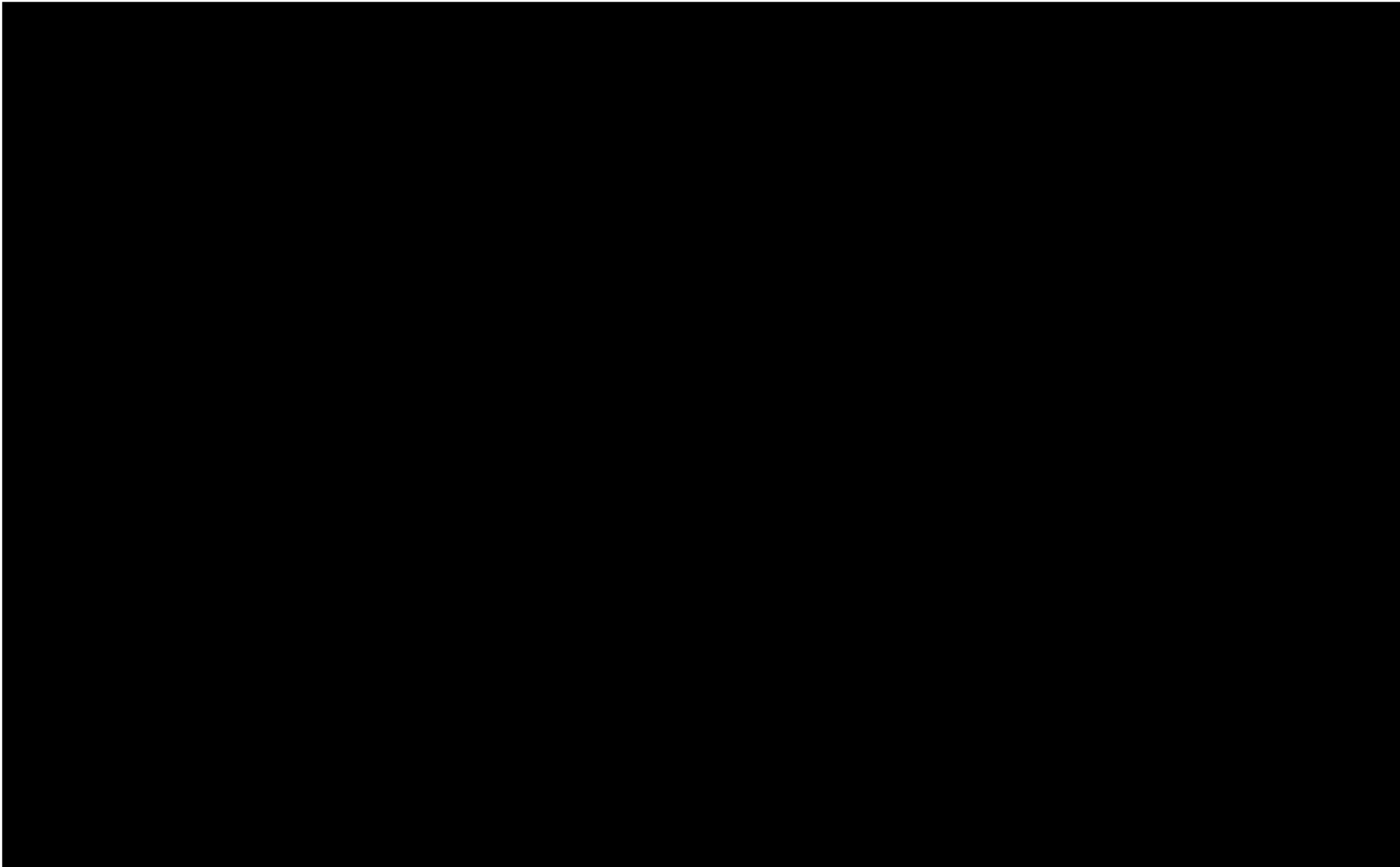
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## 2 - Accomplishments, Status & Problems Repeater (2/2)

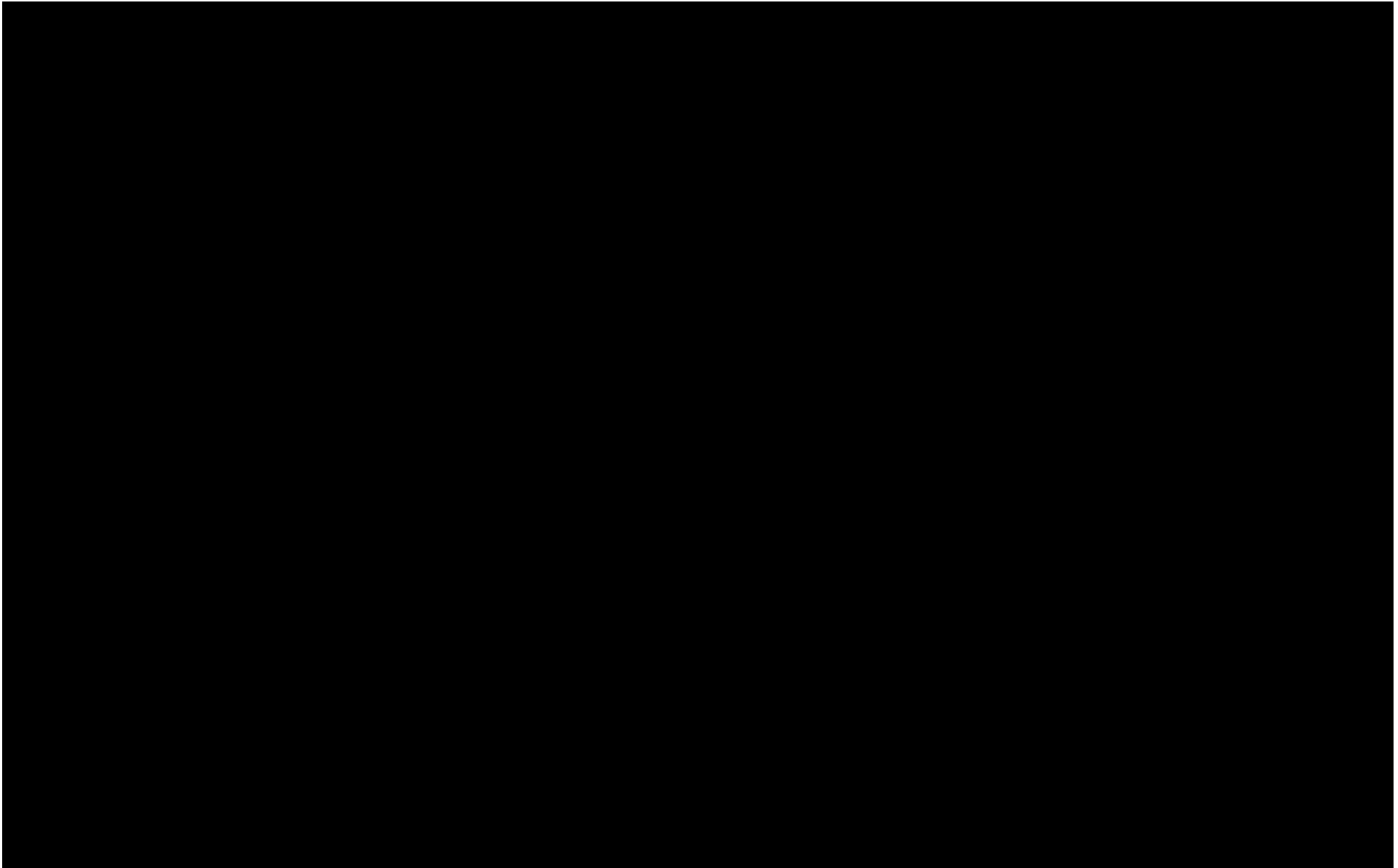
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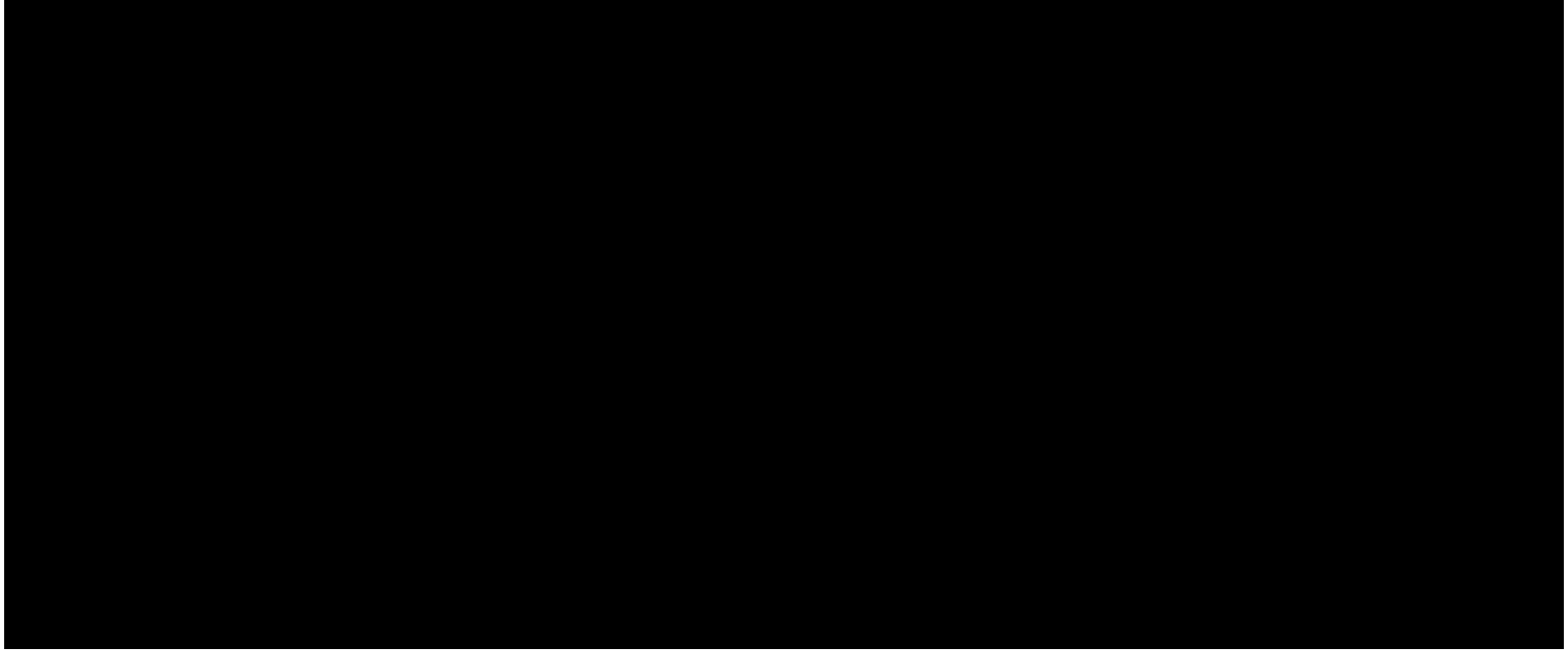
## 2 - Accomplishments, Status & Problems Antennas

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# 3 - Anticipated progress over the next period satellite

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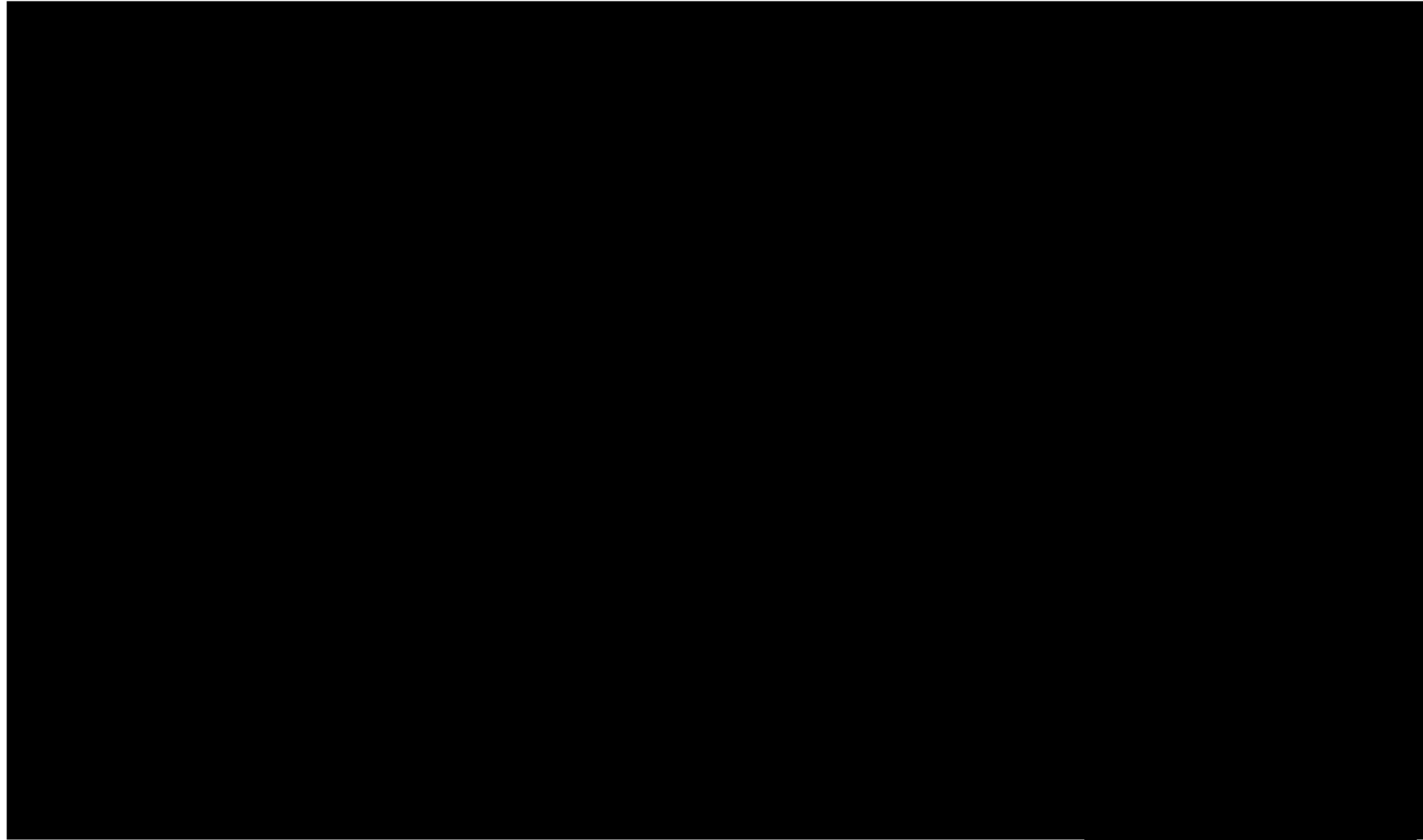
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# 3 - Anticipated progress over the next period Repeater

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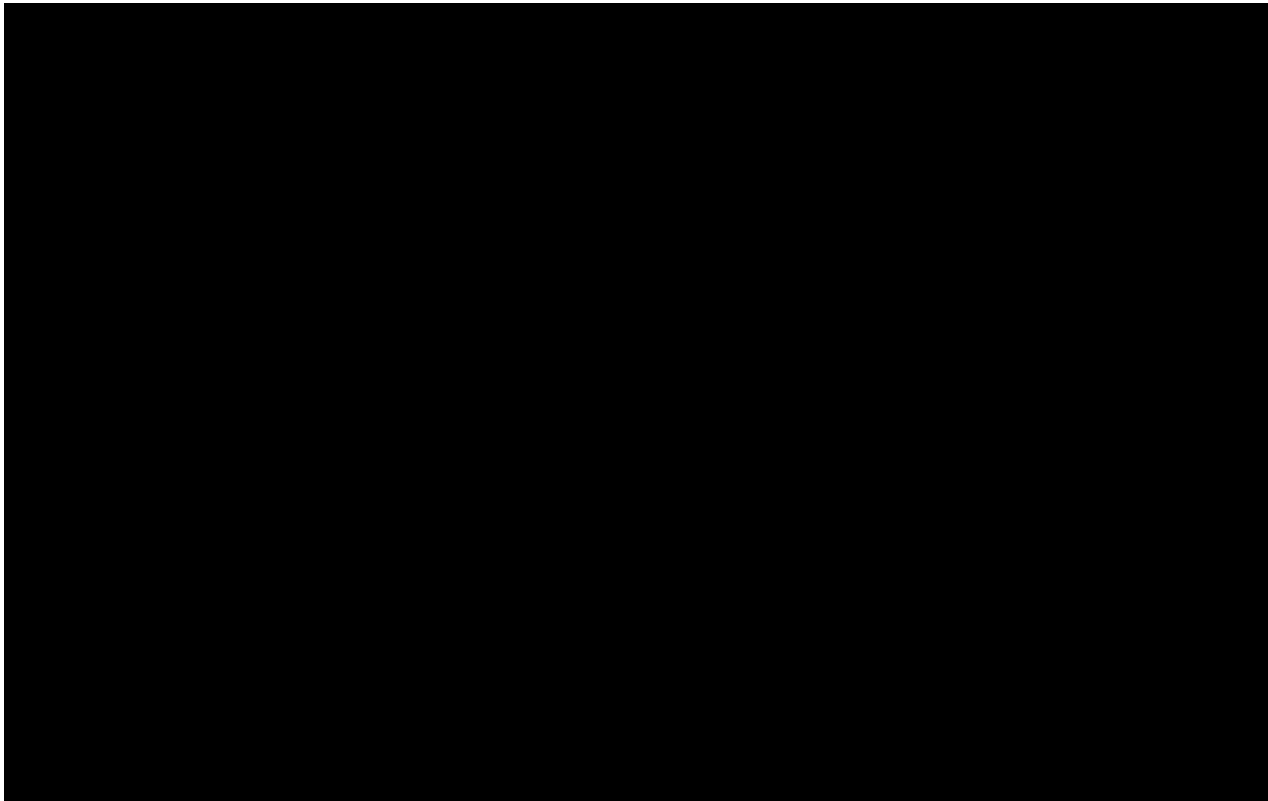
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# 3 - Anticipated progress over the next period Antennas

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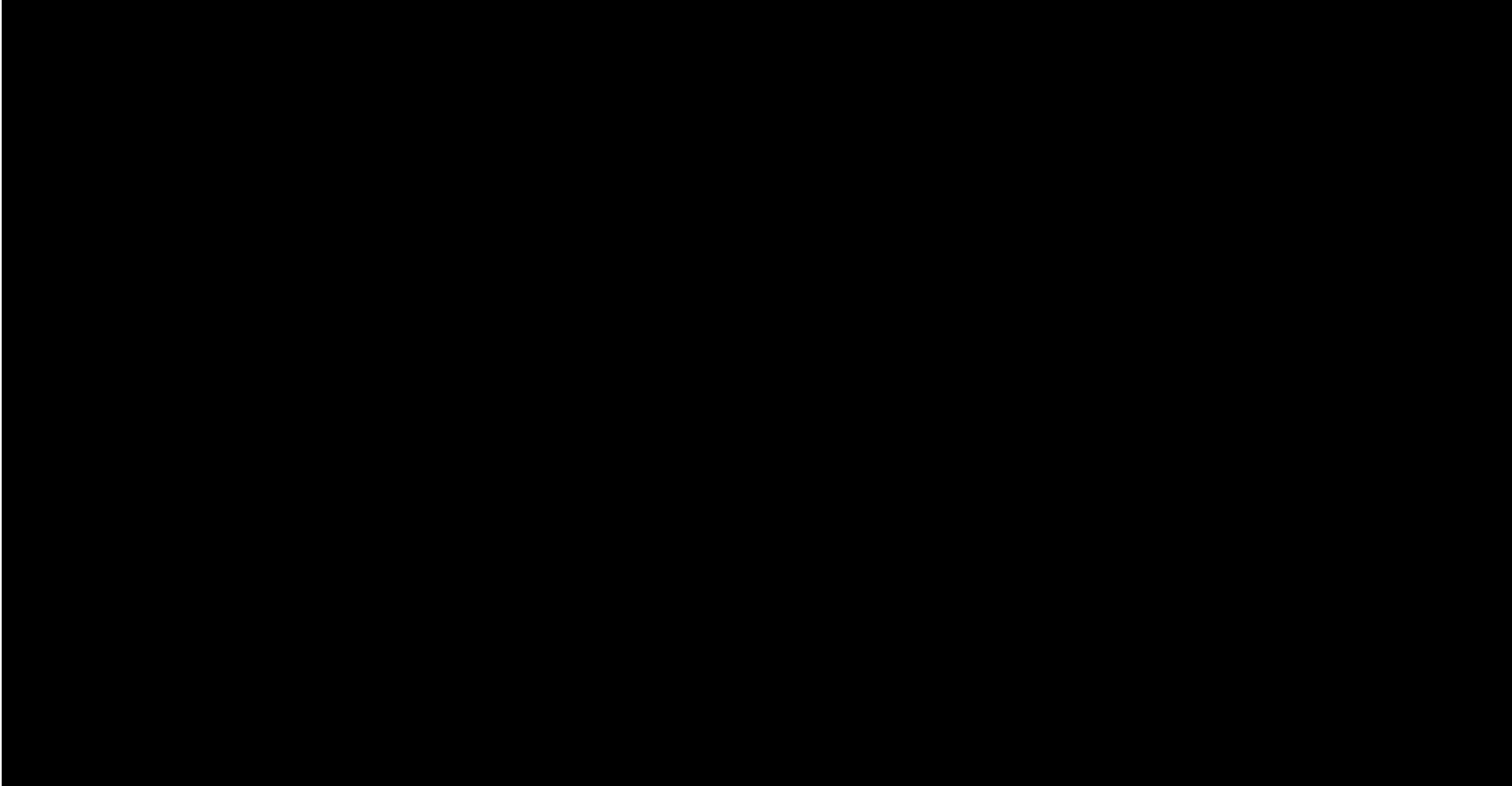


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# 4 - Schedule status and upcoming meetings

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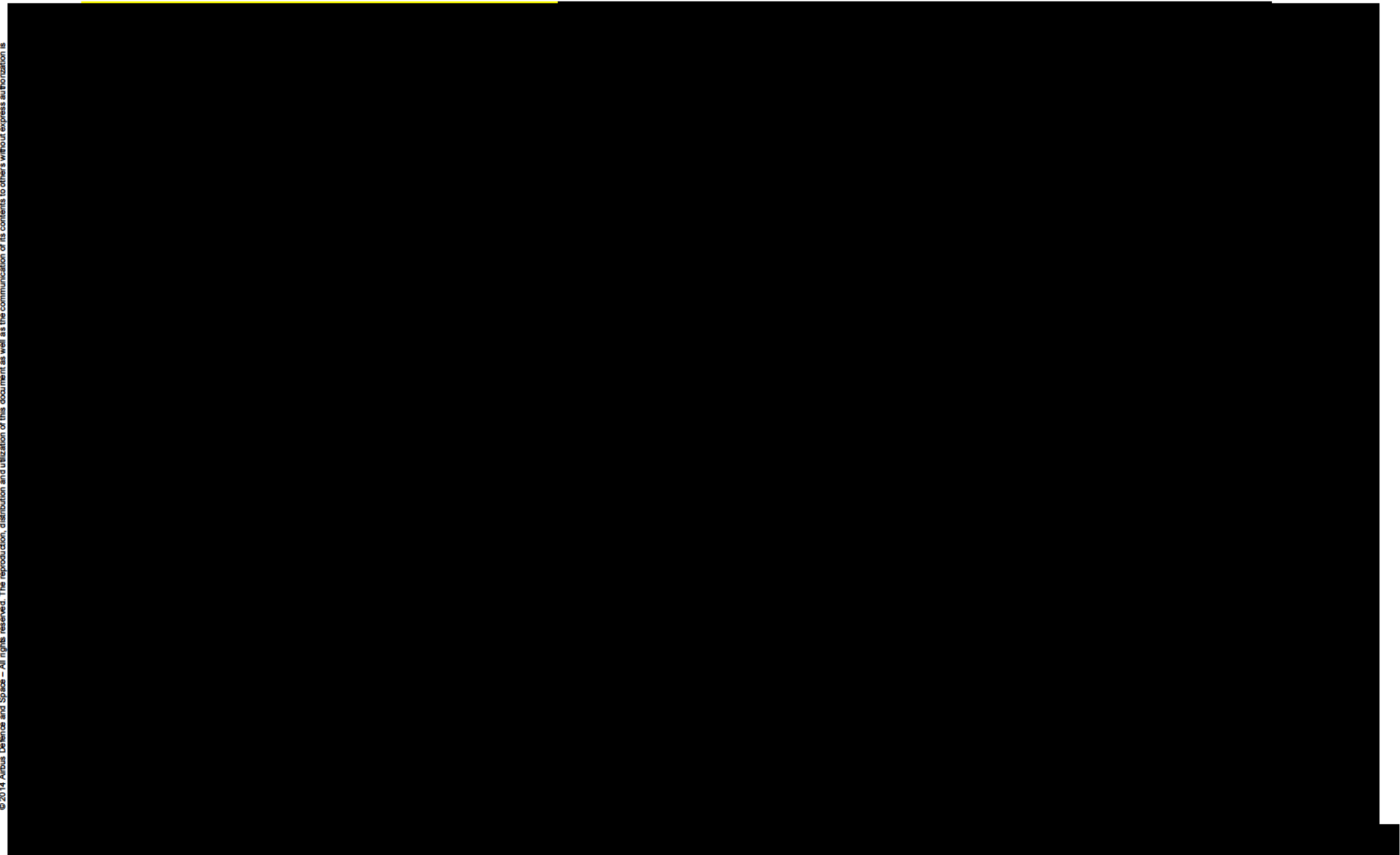
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# 4 - Satellite master schedule

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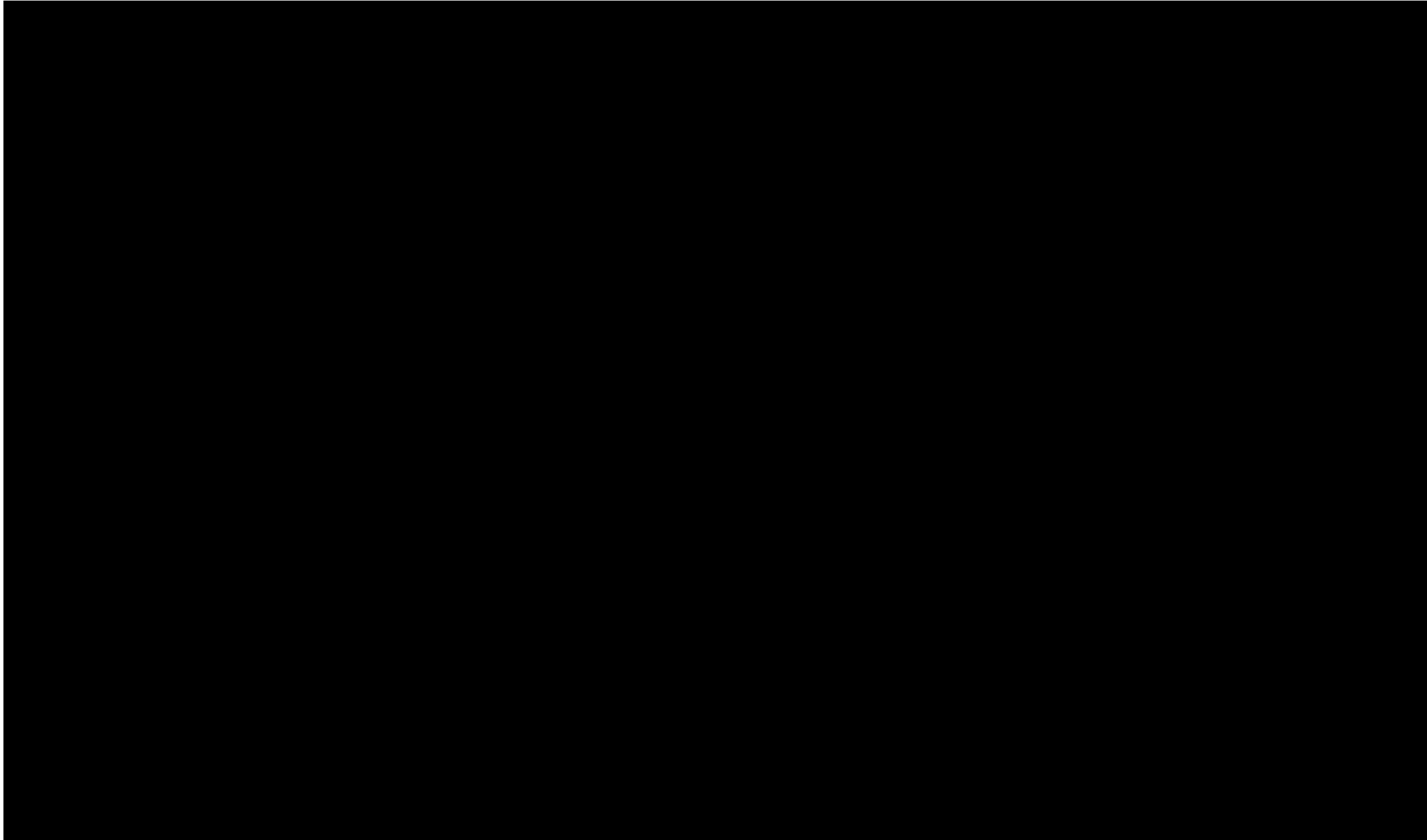


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# 4 - Key platform equipment delivery margins overview

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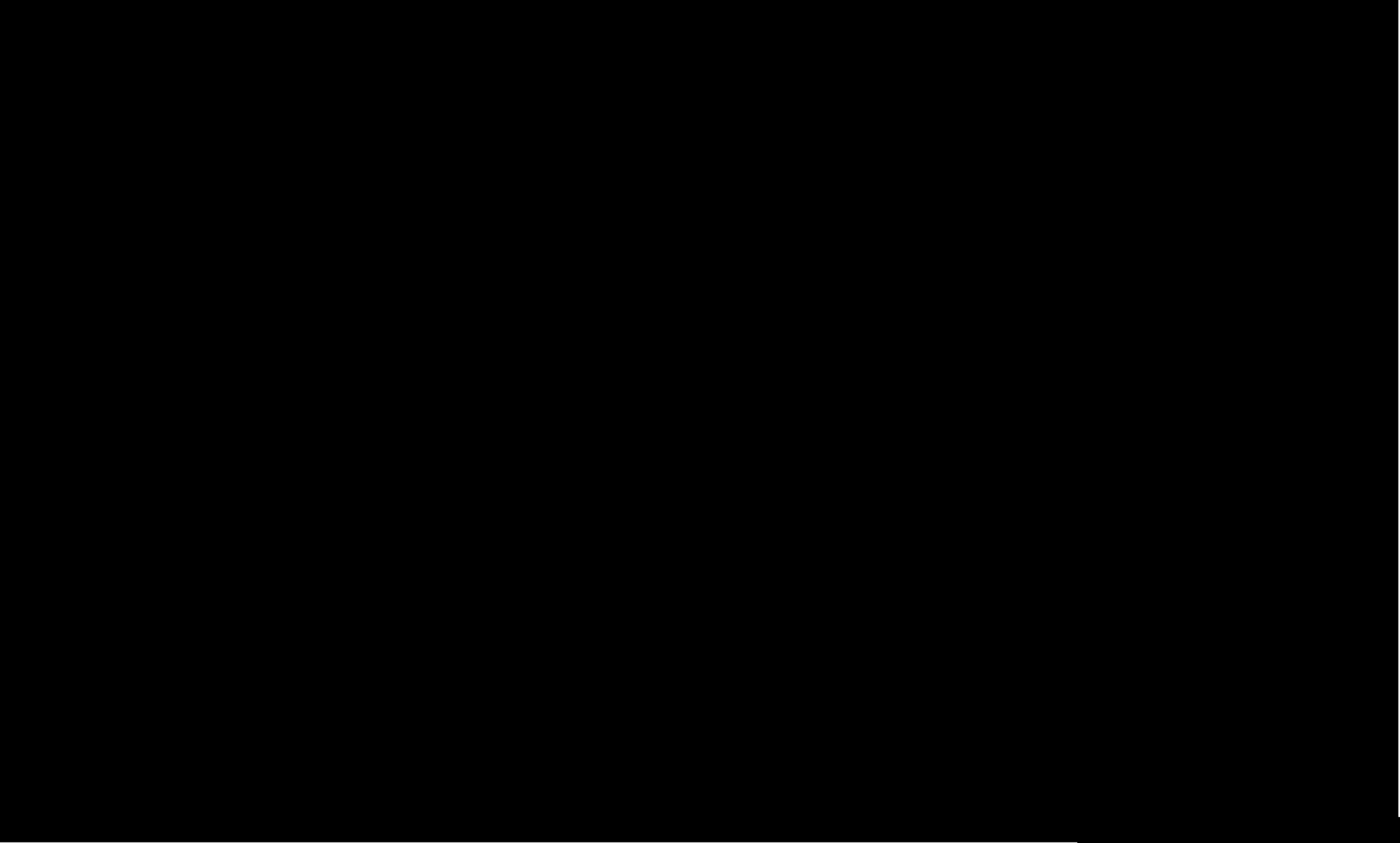
# 4 - Key platform equipment delivery margins overview

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# 4 - Satellite master schedule/key platform equipment delivery overview

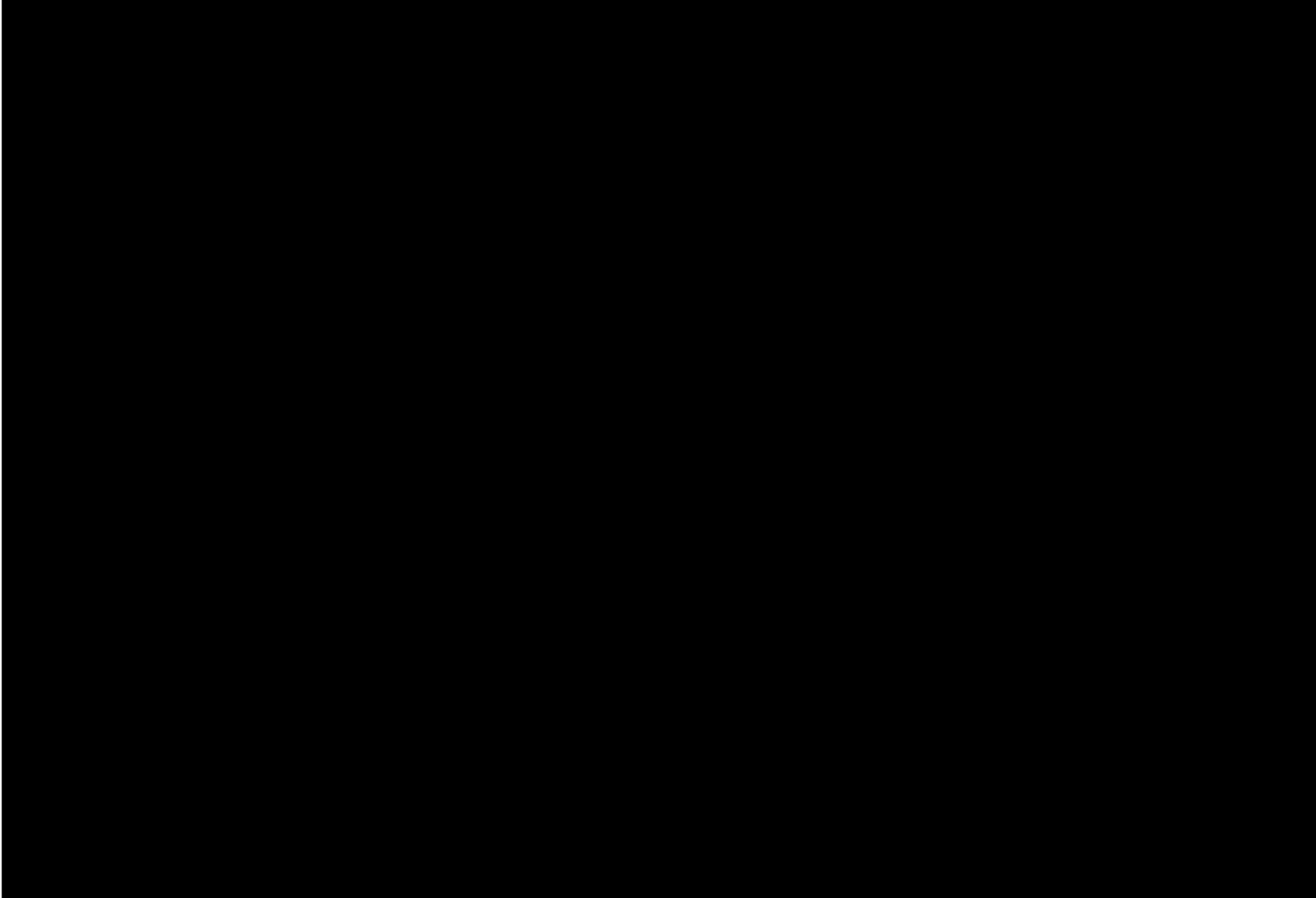


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# 4 - Mechanical Platform schedule

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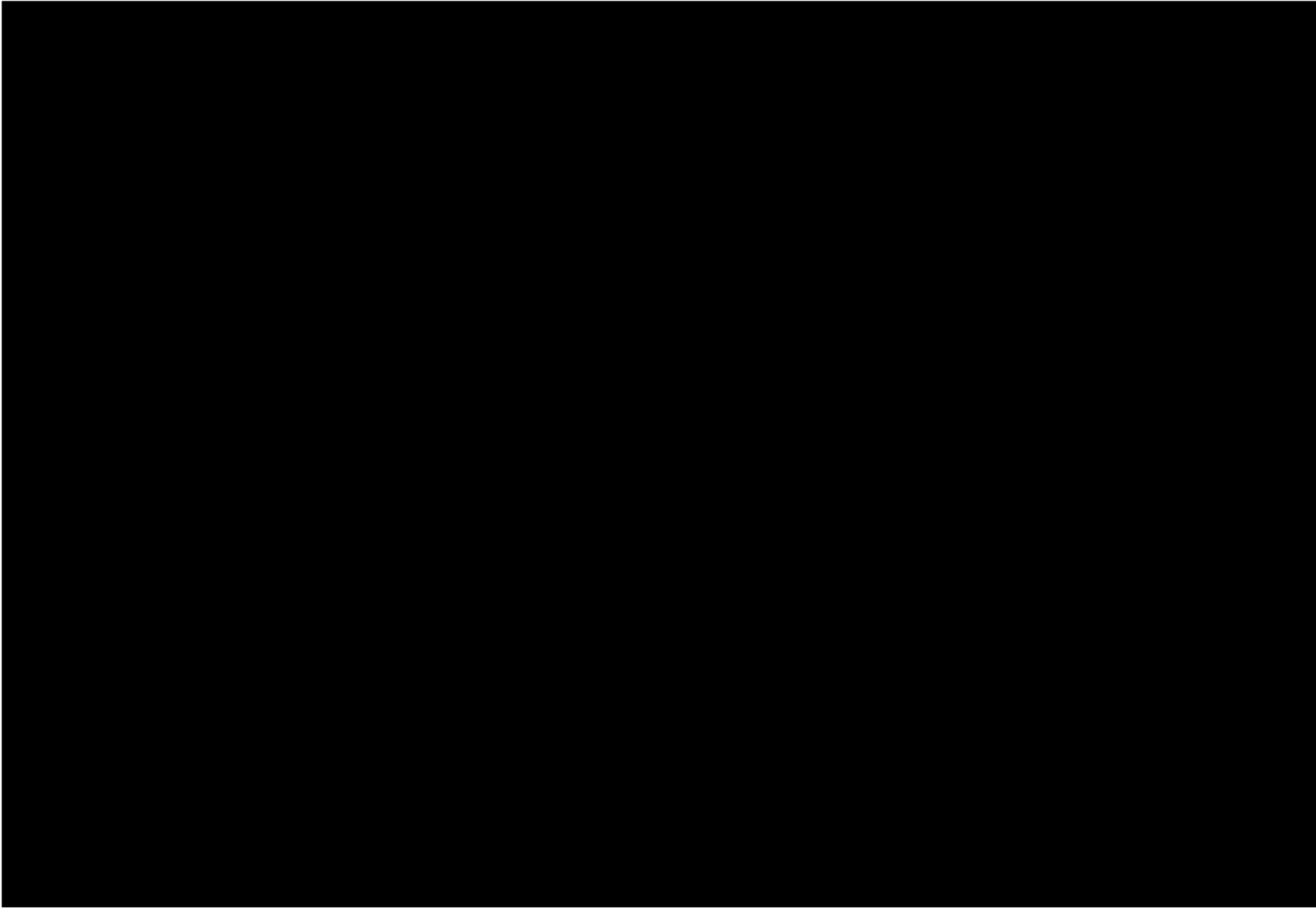
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# 4 - Repeater AIT Schedule (1/2)

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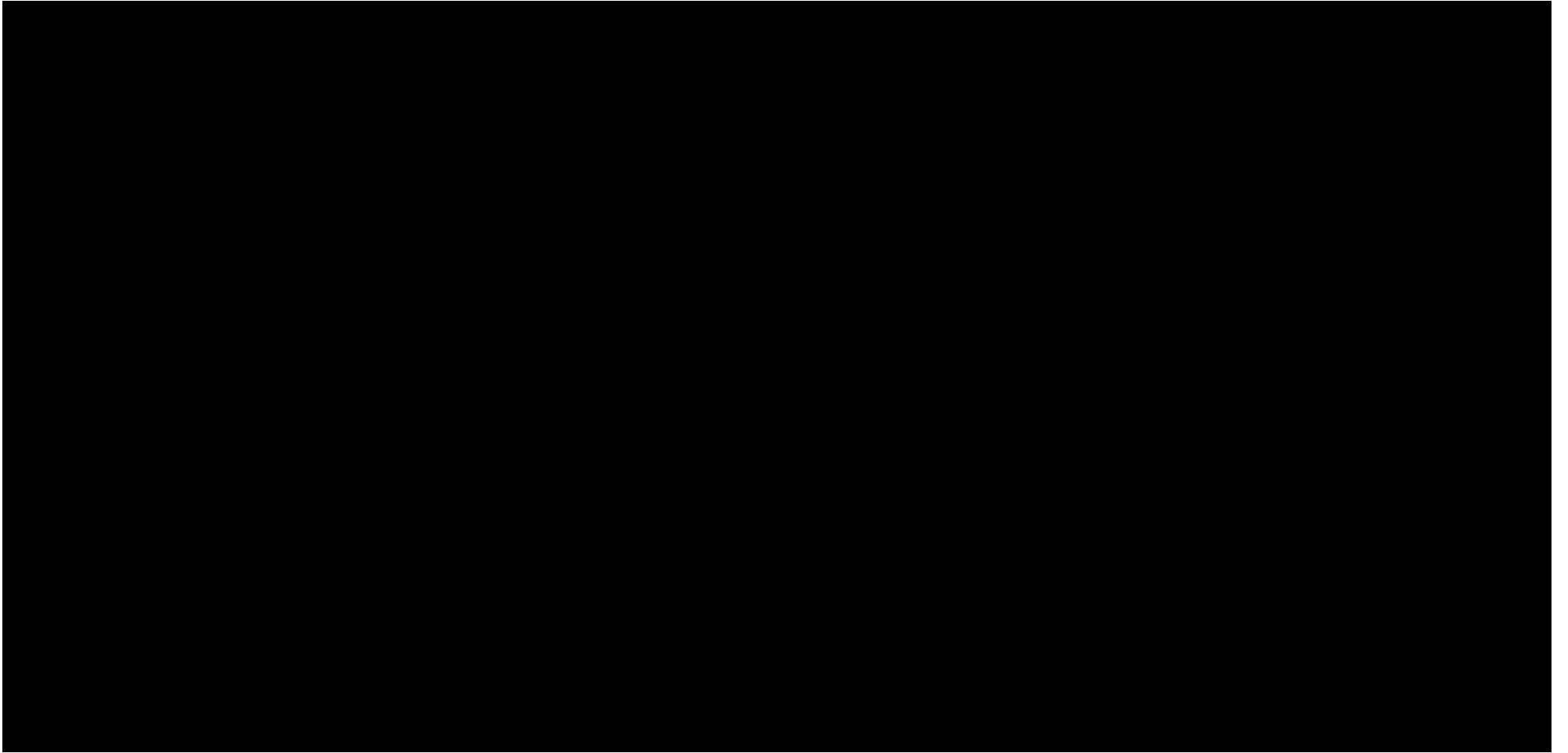
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# 4 - Repeater AIT Schedule (2/2)

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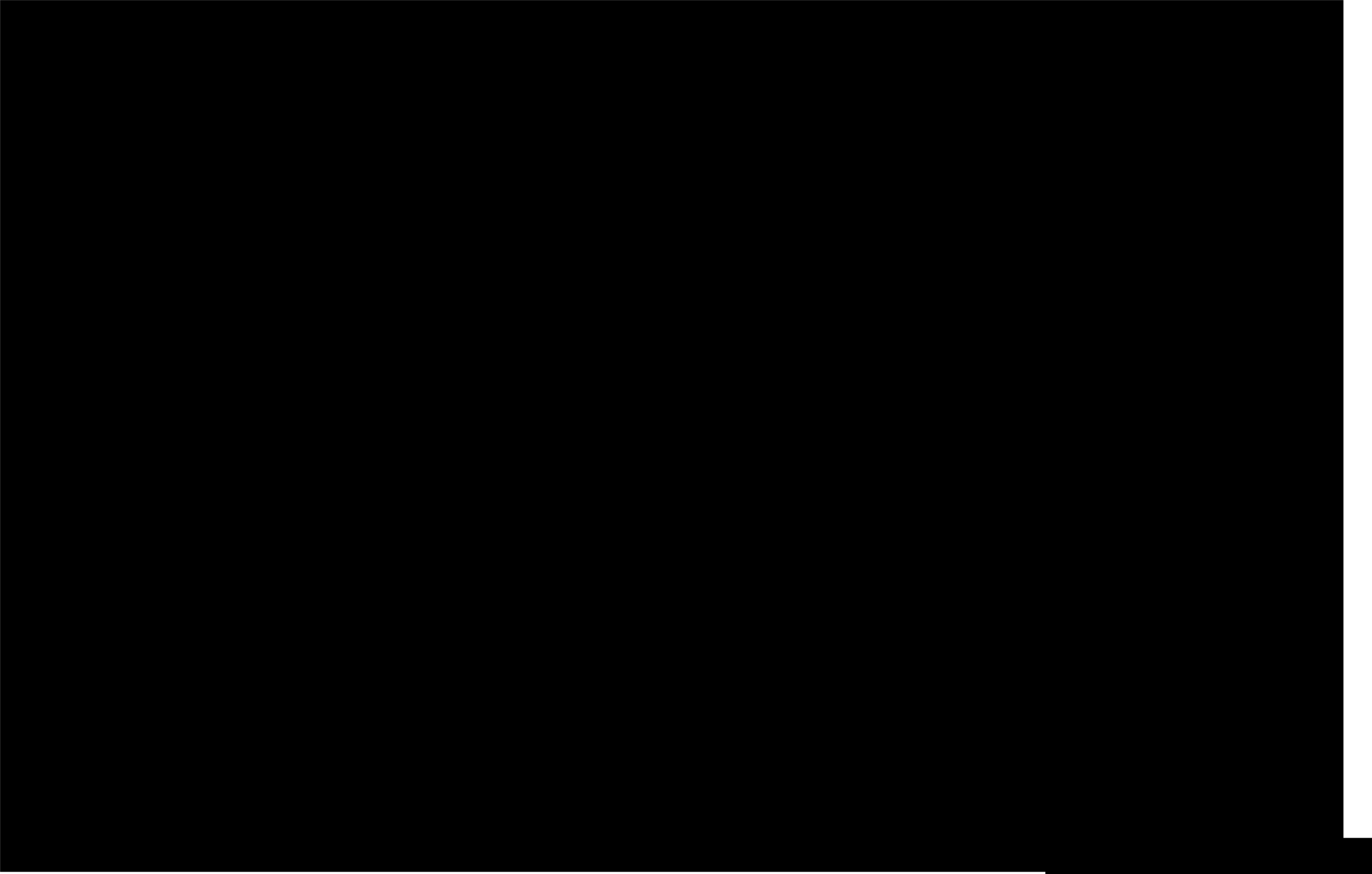


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# 4 – Top Floor Antenna Schedule

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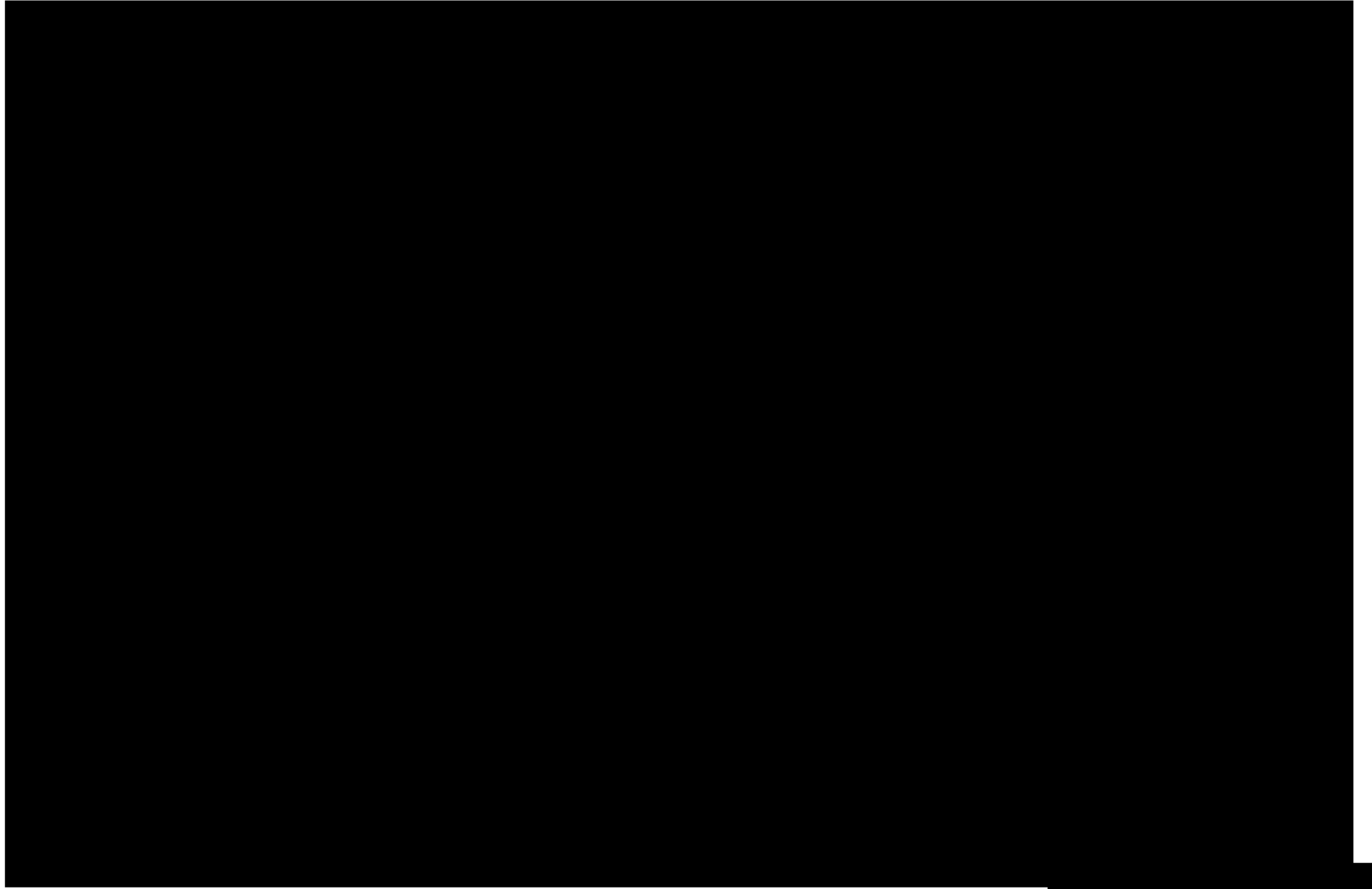


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# Telstar 12V Reflectors Schedule

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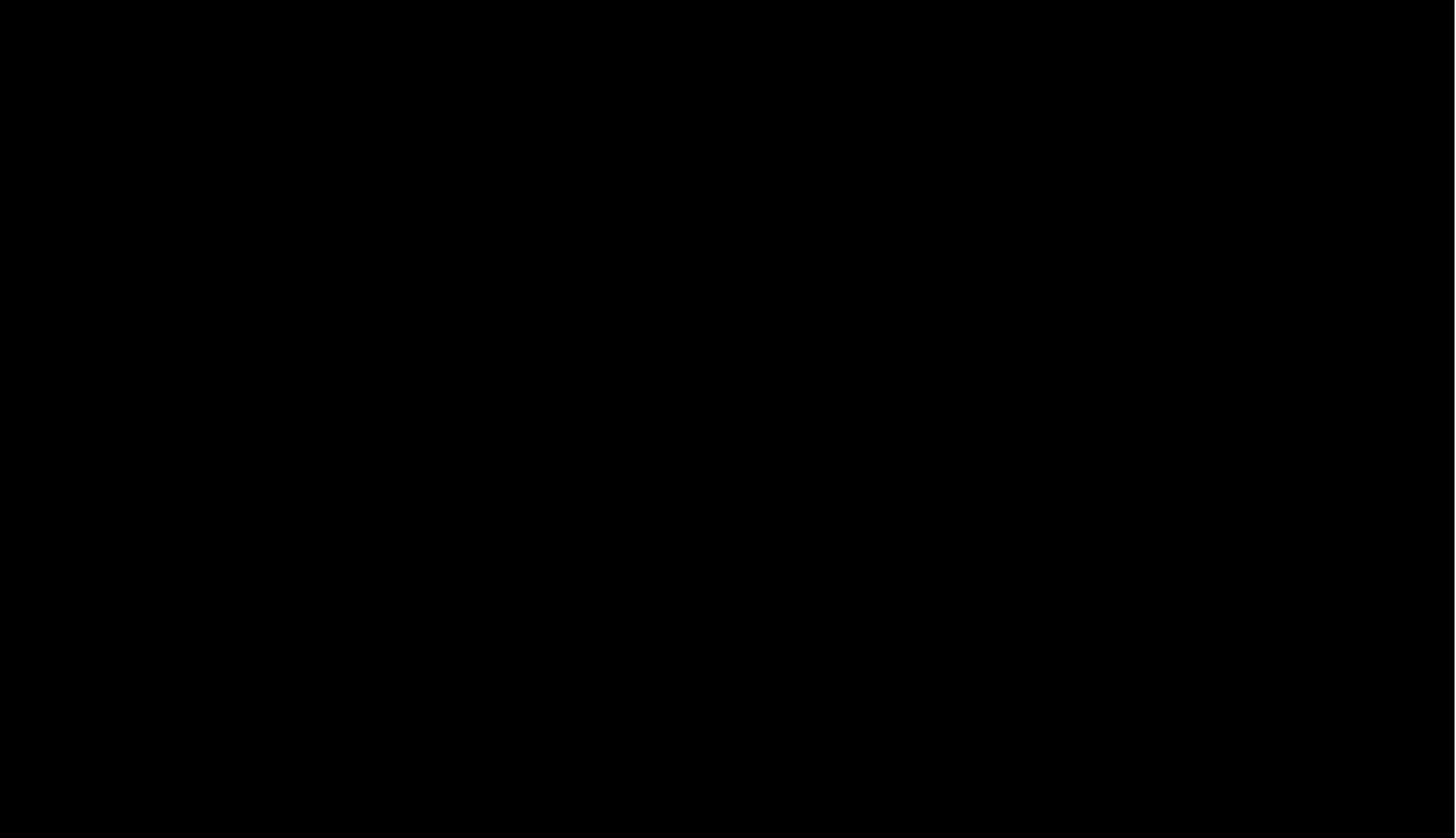


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# Telstar 12V Deployable Antenna Schedule

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# 4 - Upcoming meetings

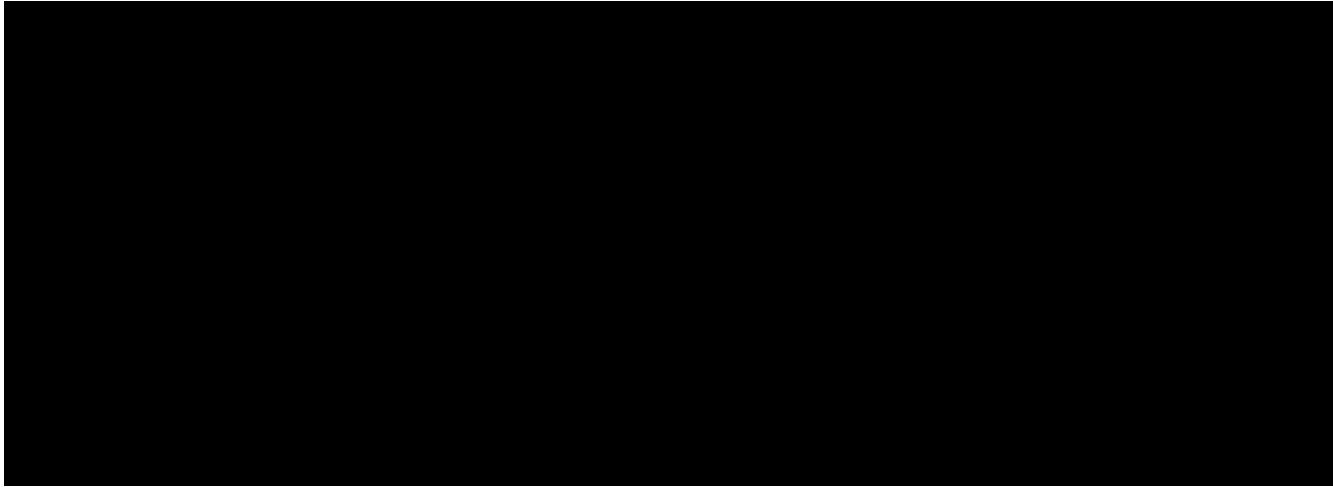
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# 5 - Equipment Development status

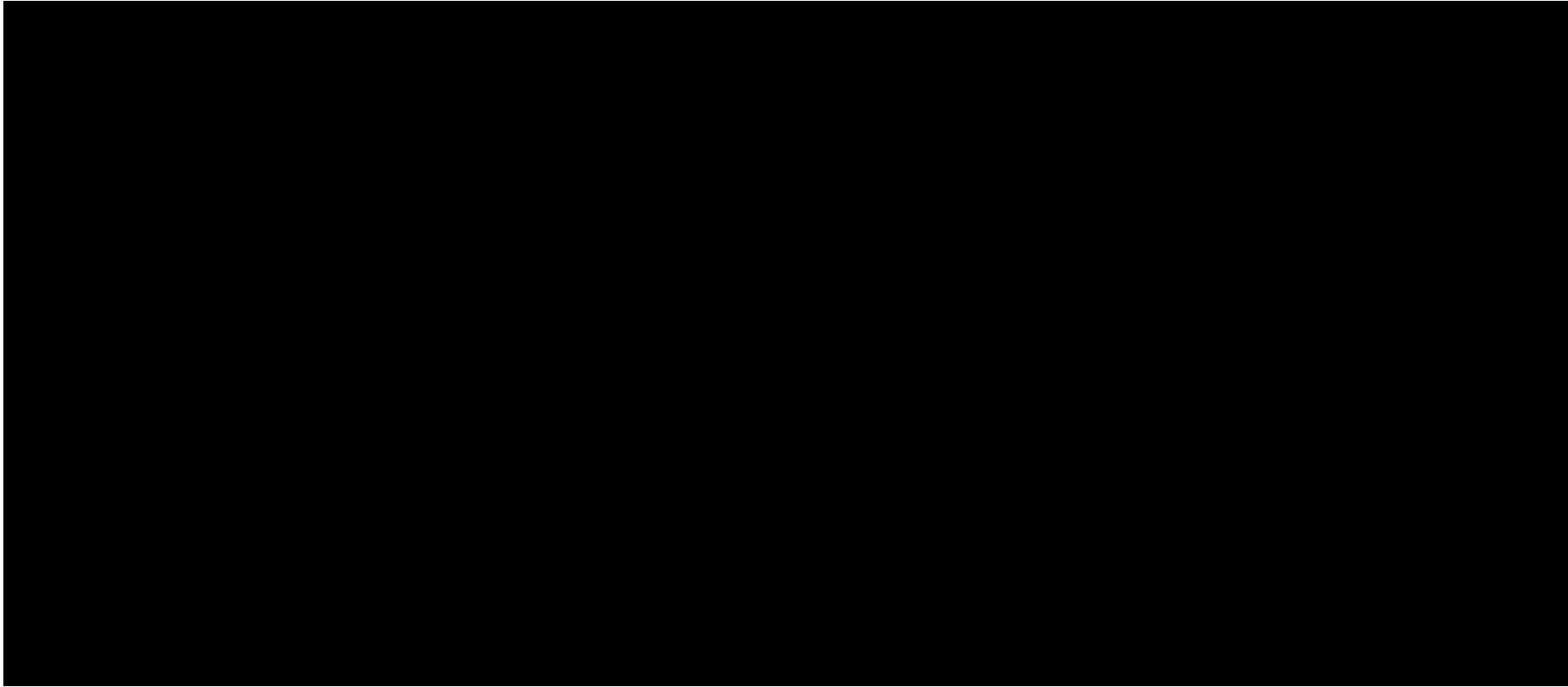
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# Platform Component and Units

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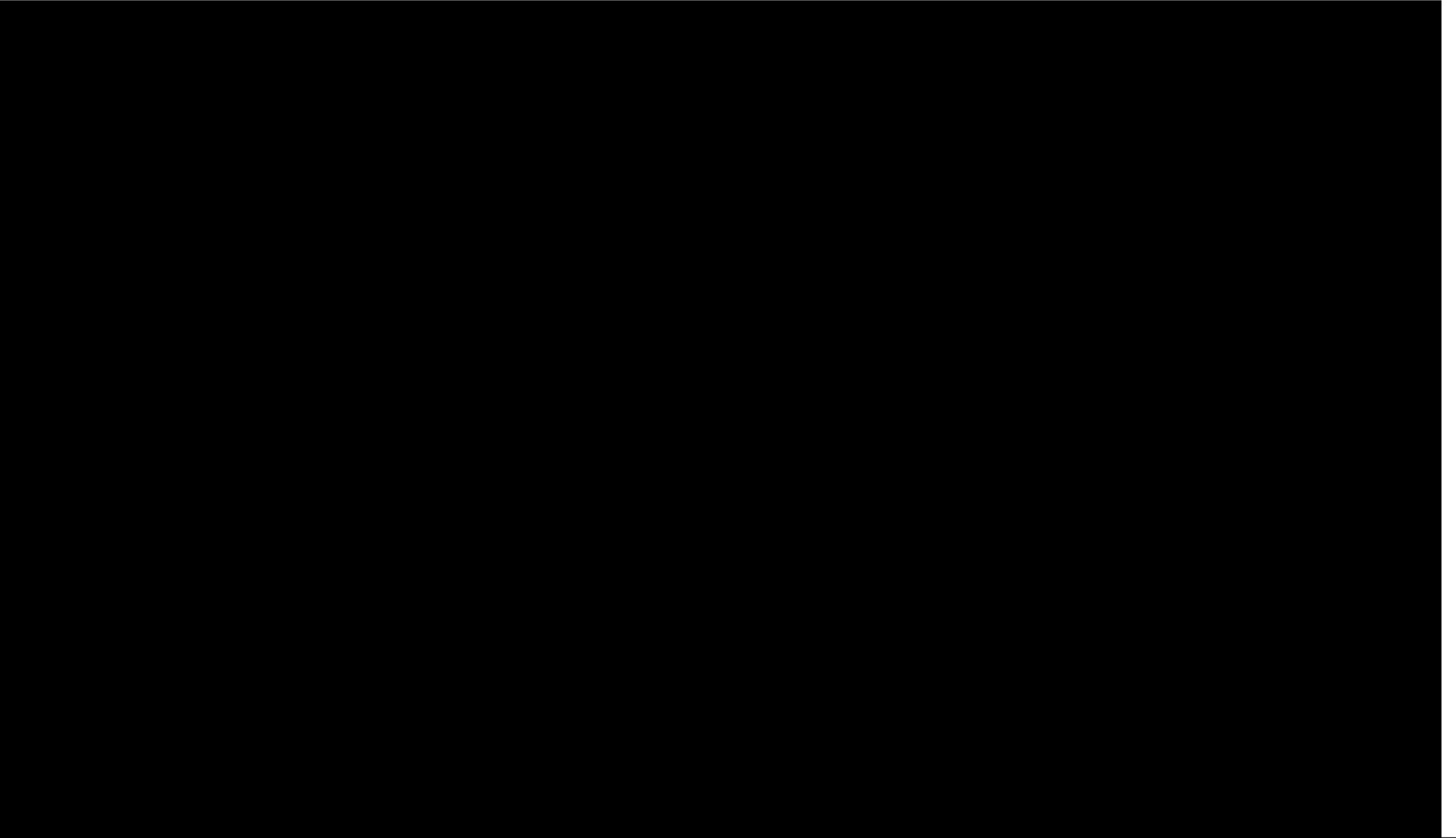


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# Platform Component and Units

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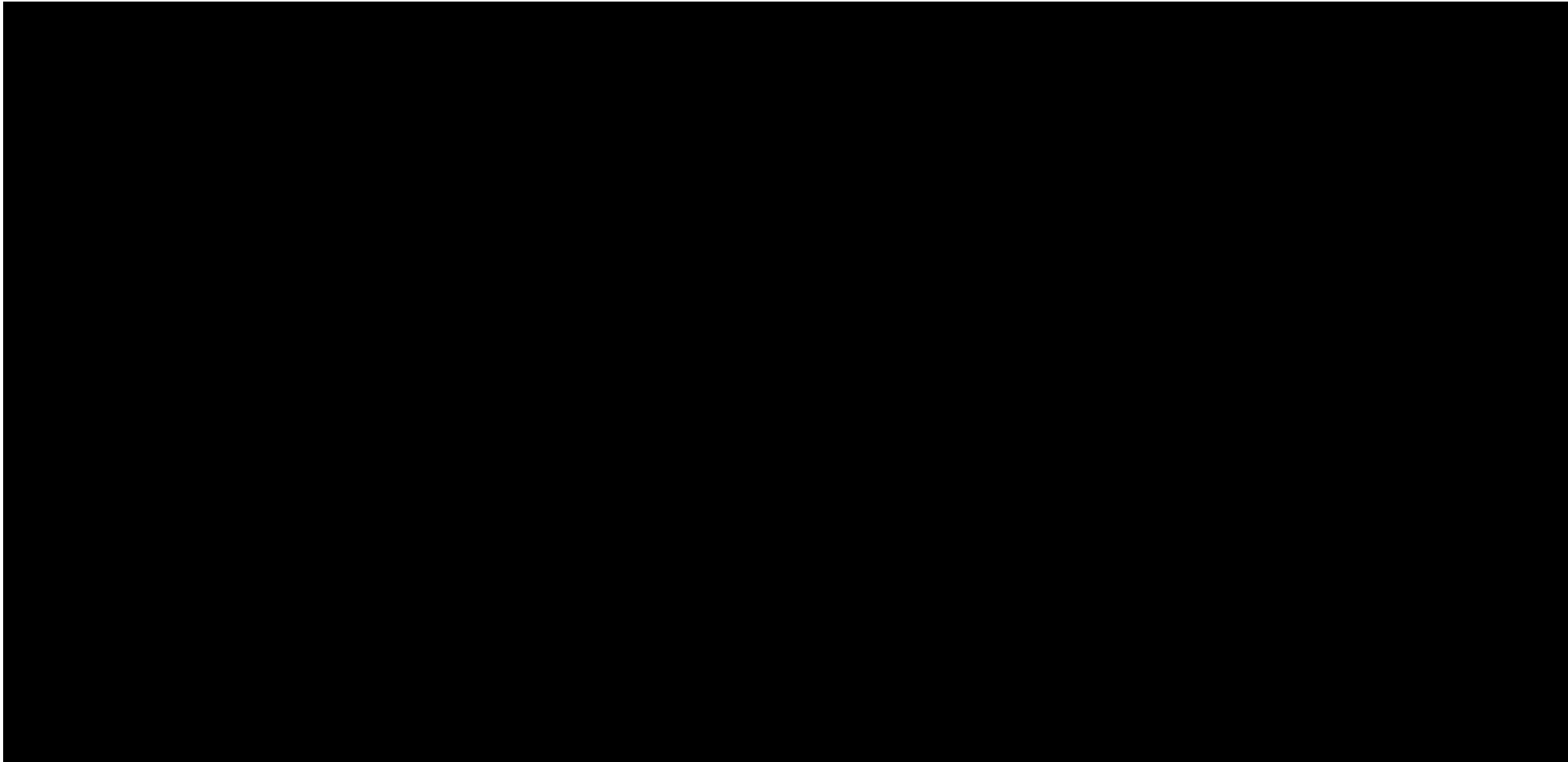
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# Platform Component and Units

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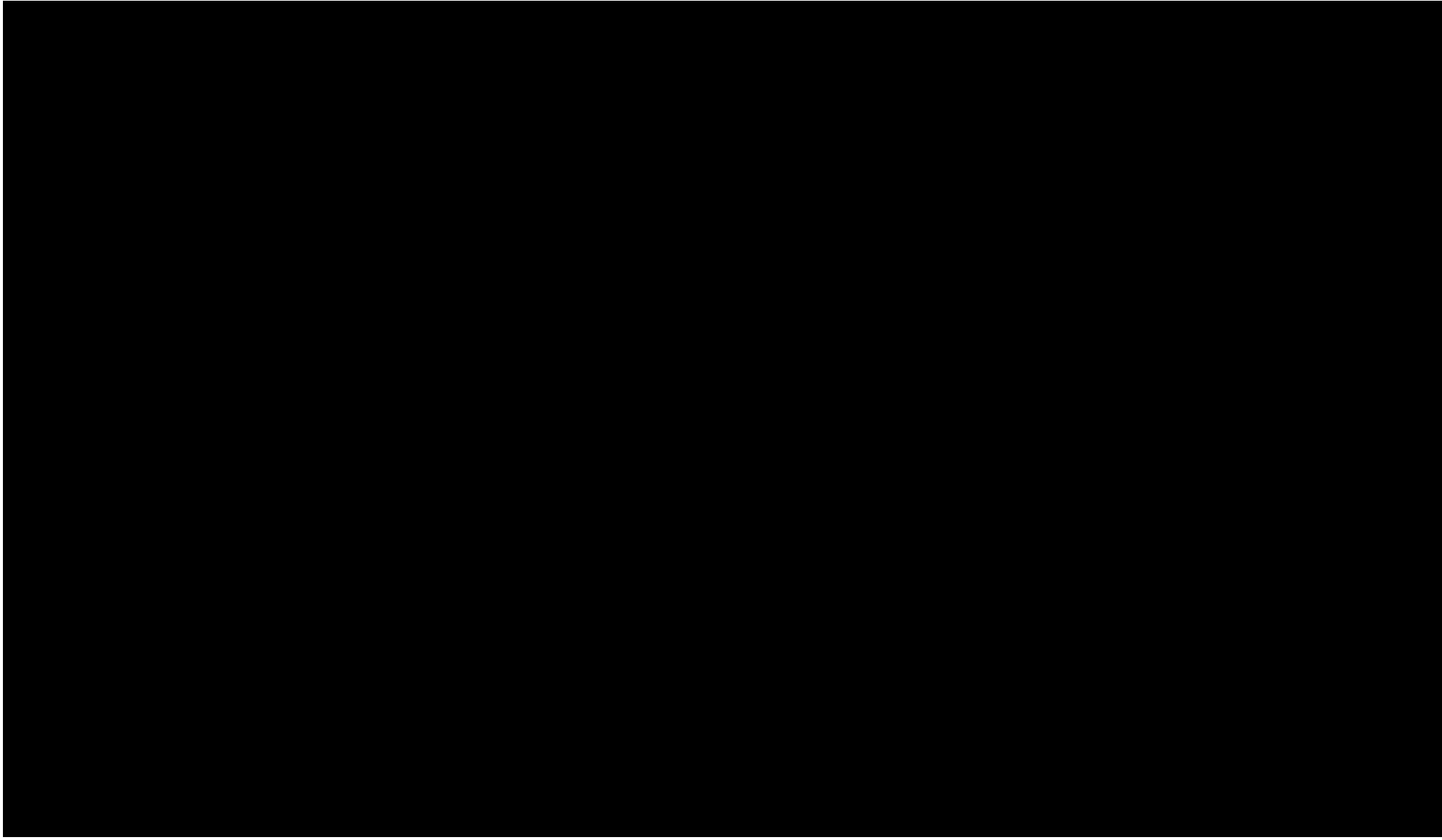
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# Platform Component and Units

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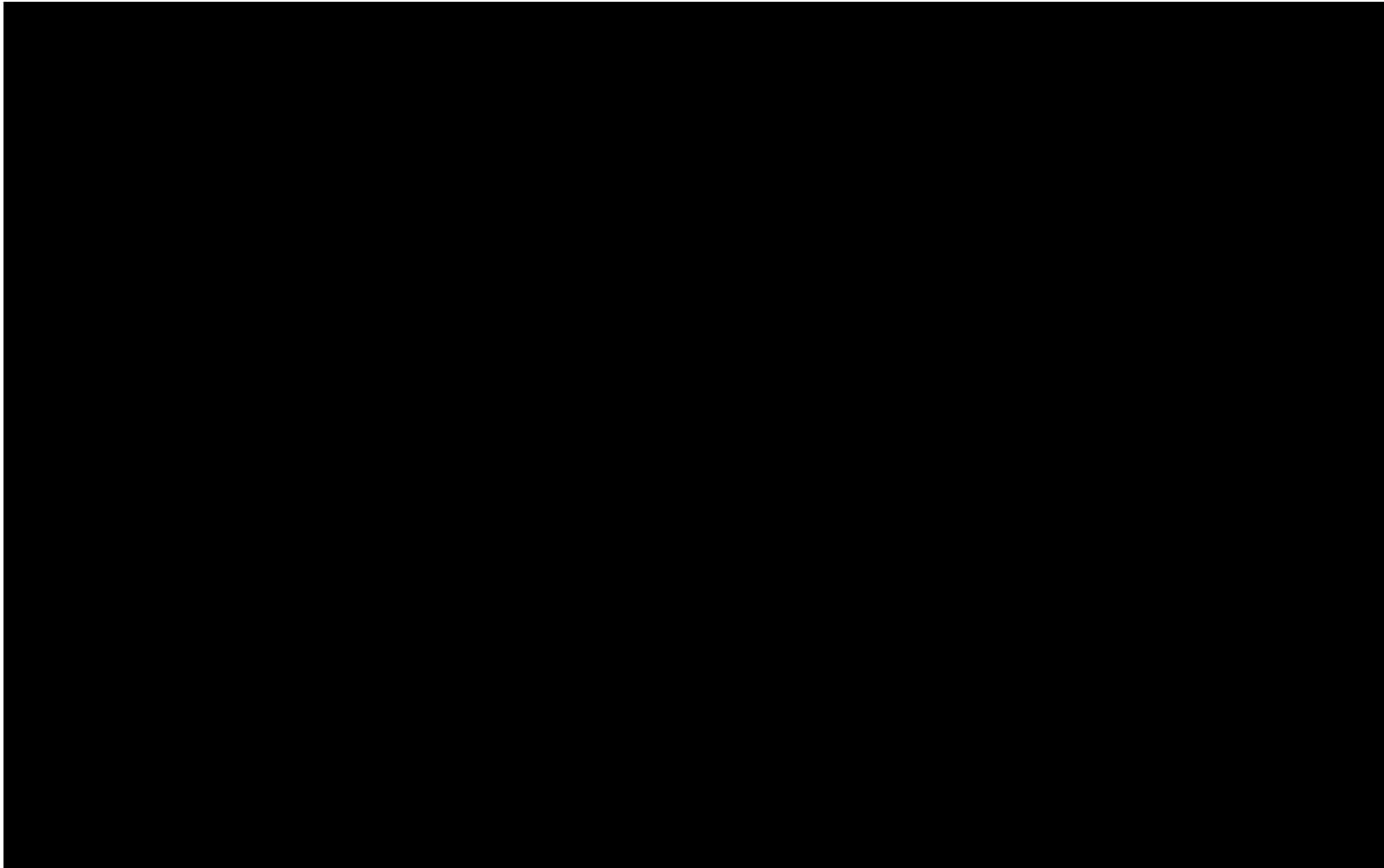
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# Platform Component and Units

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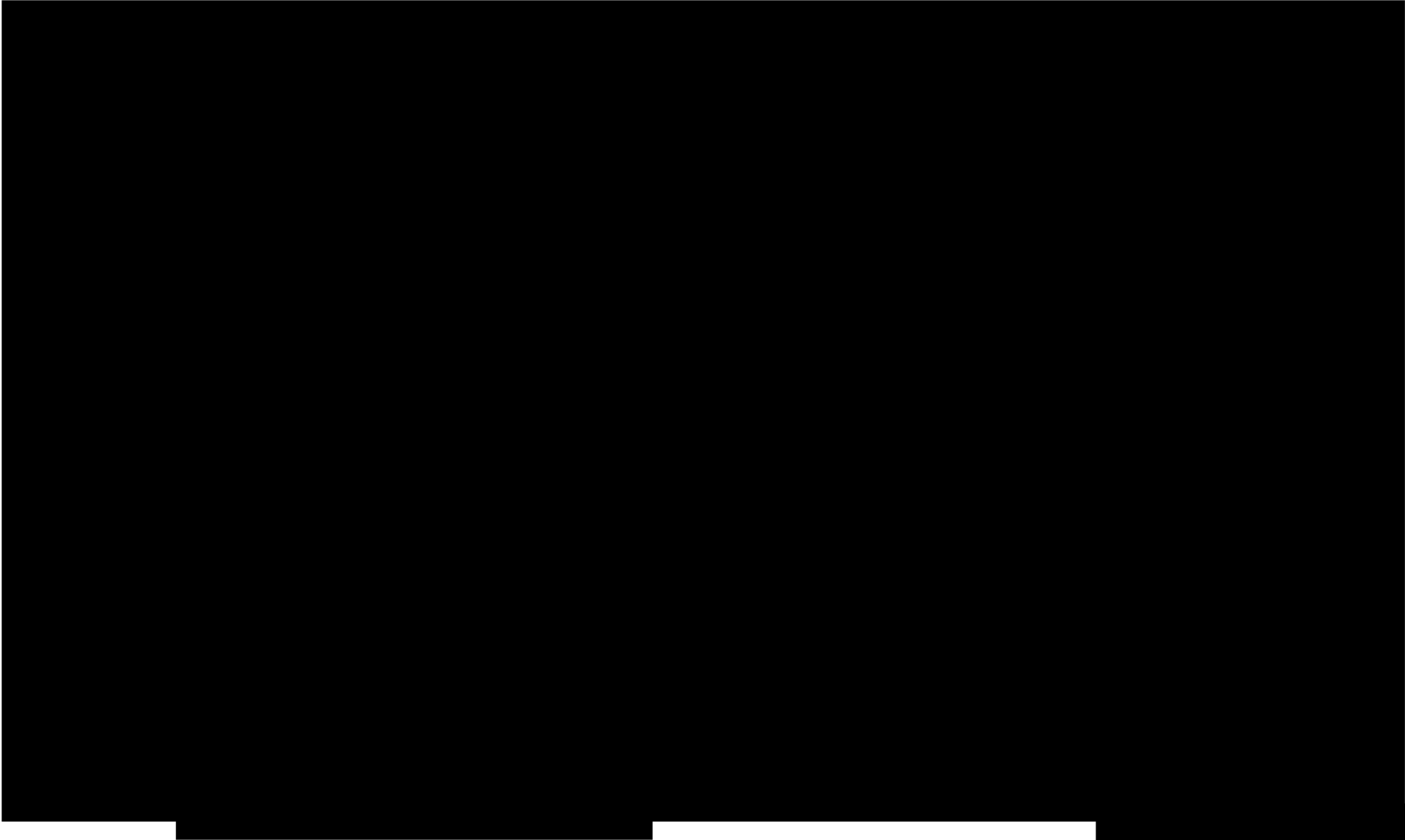


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# Platform Component and Units

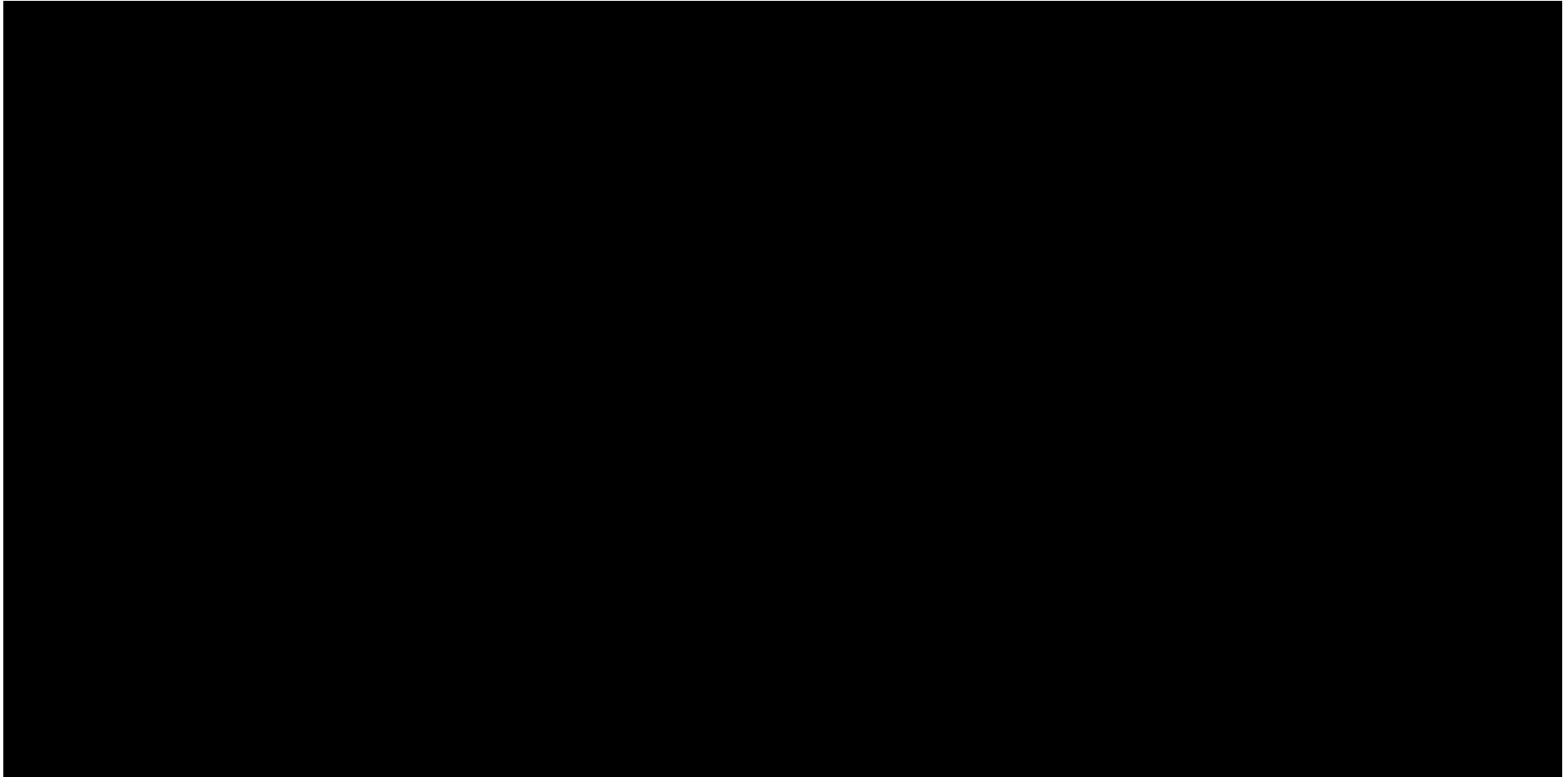
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# Platform Component and Units

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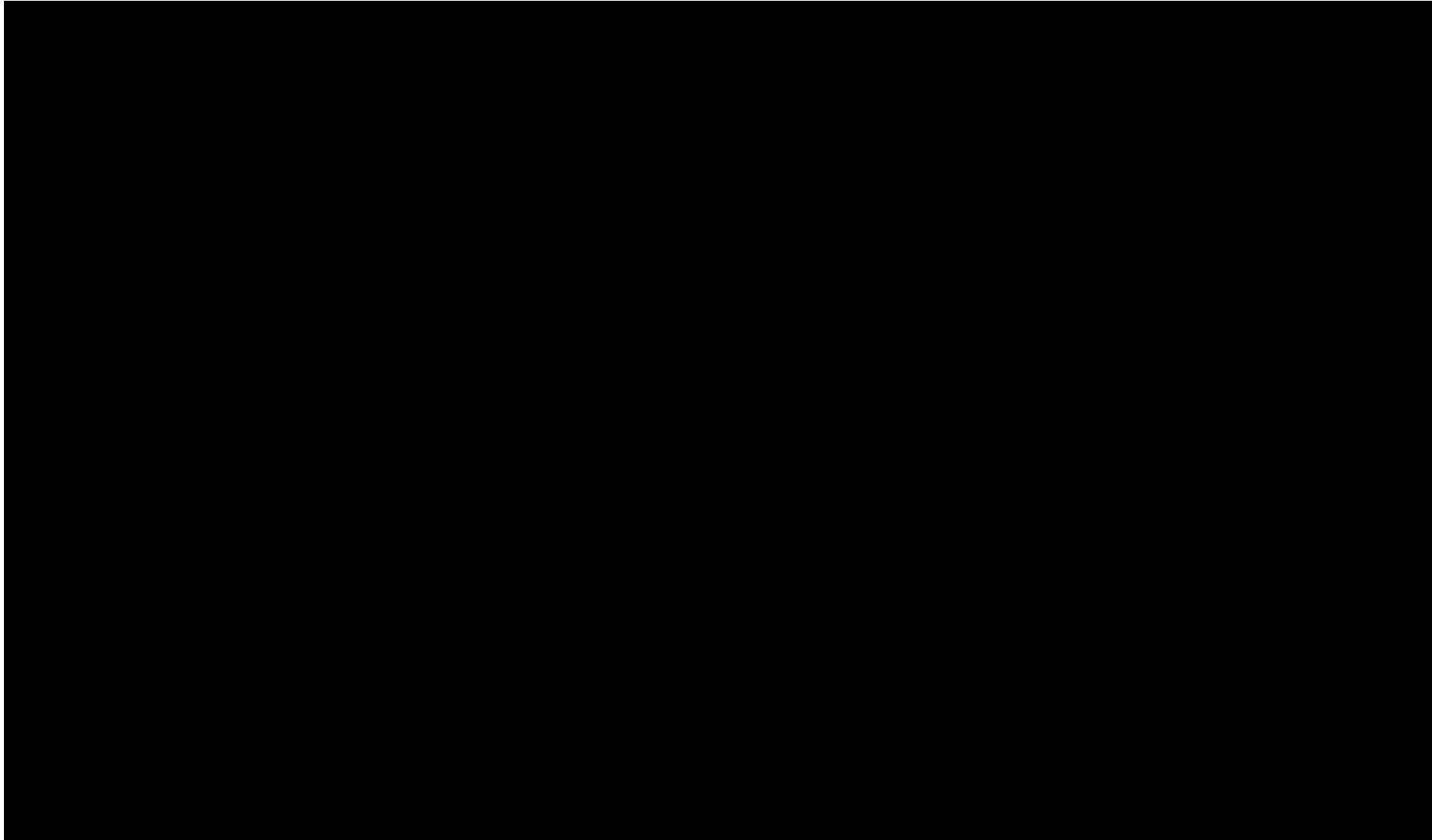


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# Platform Component and Units

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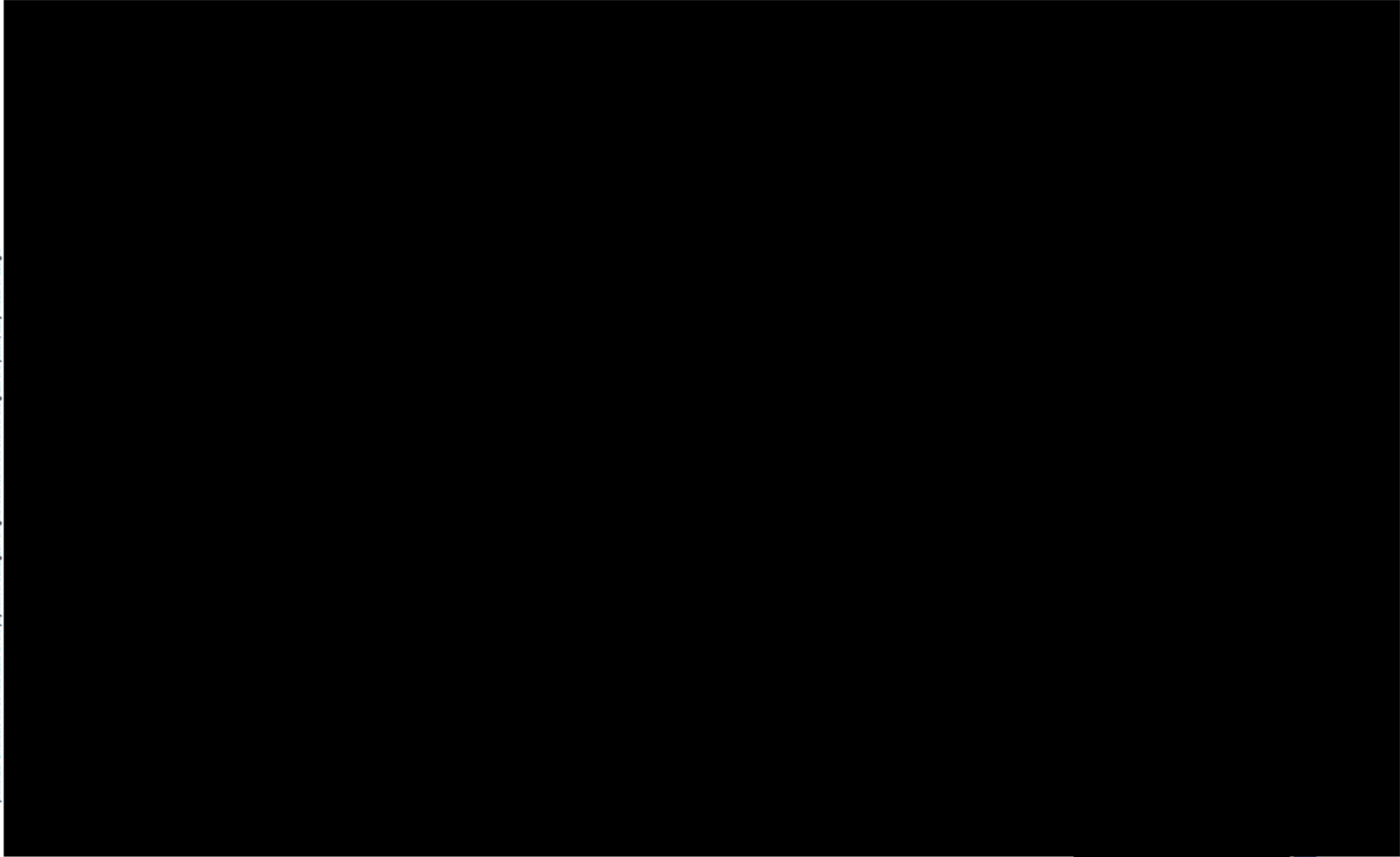
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# Repeater Equipment and units Status: Ku Band

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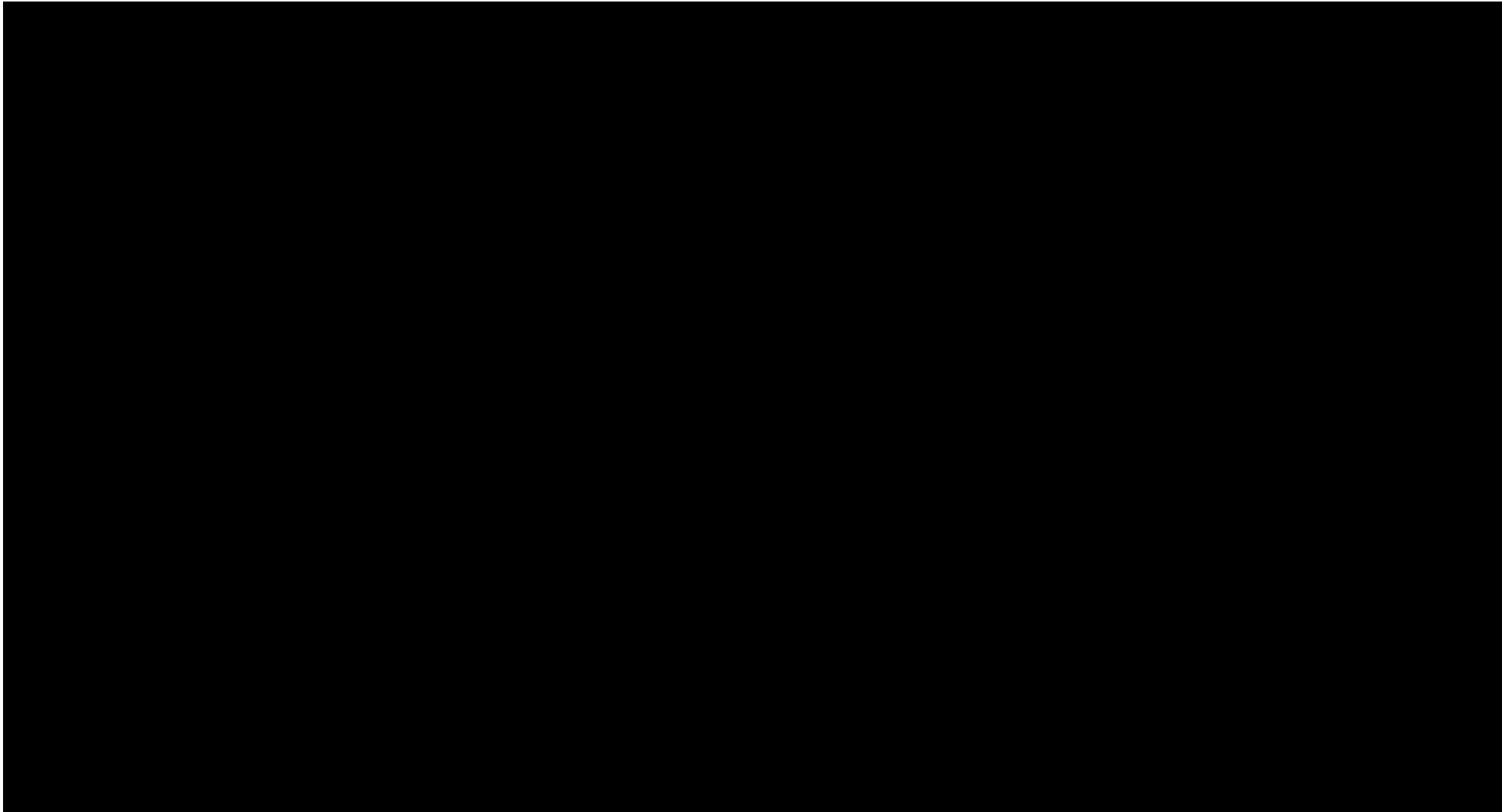


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# Repeater Equipment and units Status: Ku Band

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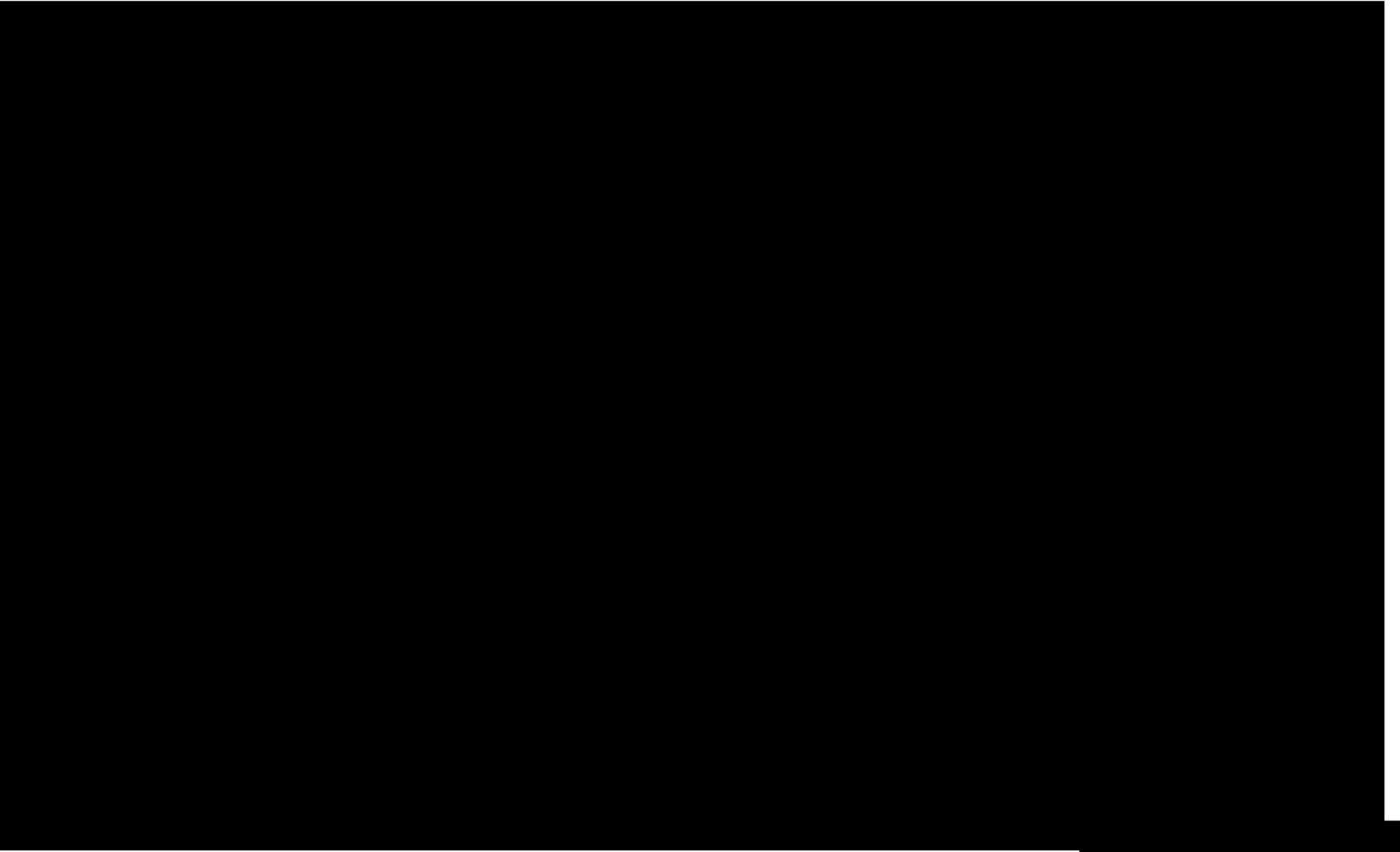


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# Repeater Equipment and units Status: Ka Band

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# Antennas

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