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FILED/ACCEPTED

AUG 16 2010

Federal Communications Commission  
Office of the Secretary

August 16, 2010

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

Re: Submission of ViaSat, Inc., Amendments to Construction Contract for VIASAT-77, Call Sign S2737, File Nos. SAT-LOA-20070314-00051, SAT-MOD-20080718-00144, SAT-AMD-20081203-00220, SAT-MOD-20091127-00129

Dear Ms. Dortch:

ViaSat, Inc. ("ViaSat") makes this submission to update the records for the above-referenced satellite license. Enclosed please find copies of Amendment No. 2, dated January 22, 2010, and Amendment No. 3, dated May 17, 2010 (together, the "Amendments"), to the "Contract between ViaSat, Inc. and Space Systems/Loral, Inc. for the ViaSat '77' Satellite Program," ("Contract").

The enclosed documents have been redacted to remove confidential and proprietary information. ViaSat has filed today under separate cover the unredacted documents, along with a request for confidential treatment.

If you should have any questions regarding this submission, please feel free to contact the undersigned.

Respectfully submitted,



John P. Janka  
Elizabeth R. Park  
Amanda E. Potter

Enclosures

**REDACTED FOR PUBLIC INSPECTION**

AMENDMENT NUMBER 2

to the

CONTRACT

Between

ViaSat, Inc.

And

Space Systems/Loral, Inc.

for the

ViaSat "77" Satellite Program

The attached Contract Amendment No.2 and information contained therein are confidential and proprietary to ViaSat, Inc. and Space Systems/Loral, Inc, and shall not be published or disclosed to any third party except as permitted by the terms and conditions of the Contract, as amended.

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**CLARIFICATION: All references in Section 2.1.2 to “Exhibit B1” should instead be to “Exhibit B-2.” There is no Exhibit B1.**

**REDACTED FOR PUBLIC INSPECTION**

This CONTRACT AMENDMENT NO. 2 ("Amendment Number 2") is entered into and effective as of the 22<sup>nd</sup> day of January 2010 between ViaSat, Inc. (the "Purchaser") and Space Systems/Loral, Inc. (the "Contractor"), both Purchaser and Contractor are collectively referred to herein as the "Parties".

**WHEREAS**, the Parties have entered into a satellite contract effective July 14, 2008, and

**WHEREAS**, the Parties amended said Contract and have signed Amendment No. 1 on April 30, 2009 (which amendment, together with contract, is hereinafter referred to as the "Contract"), and

**WHEREAS**, the Parties have agreed to amend the Contract to reflect changes to: (i)

(iii) to make corresponding

adjustments to the price, termination for convenience and liquidated damages provisions; (iv) to revise the list of SS/L Key Personnel and (v) to make other and conforming changes to the extent set forth herein.

**NOW, THEREFORE**, in consideration of the price and other valid consideration and the mutual covenants and agreements contained herein and intending to be legally bound, the Parties agree as follows:

**A. Description of Changes to the Contract:**

1. Under Article 1 – DEFINITIONS, add the following defined terms in the Articles numbered definition sequence corresponding to their respective alphabetical designation:
  
2. Under Article 2 - SCOPE OF WORK, delete Paragraphs 2.1.2 and 2.1.5 in their entirety and replace with the following:
  - 2.1.2 Exhibit B, Satellite Performance Specifications, dated 14 July 2008, including all Annexes thereto effective for the Satellite, (applicable in all instances hereunder in which event the Article 2.1.2.1 Optional Exhibit B1, Satellite Performance Specification will become the operative version).
  - 2.1.2.1 Optional Exhibit B1, Satellite Performance Specification, dated 21 January 2010, including all Annexes thereto,
  - 2.1.5 Exhibit E, Payment Plan and Termination Liability Schedule, dated 14 July, 2008.
    - 2.1.5.1 Optional Exhibit E-1, Payment Plan and Termination Liability Schedule, dated April 30, 2009,
    - 2.1.5.2 Optional Exhibit E-2, Payment Plan and Termination Liability Schedule, dated April 30, 2009,

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2.1.5.3 Optional Exhibit E-3, Payment Plan and  
Termination Liability Schedule, dated 22 January 2010,

3. Under Article 4 – PRICE, delete Paragraph 4.1 in its entirety and replace with the following:

4.1 Firm Fixed Price

The total price to be paid by Purchaser to Contractor for the Work, including but not limited to Deliverable Items 1 through 6 set forth in Article 3.1 hereof, as detailed in Exhibit A, Statement of Work, shall be:

4.1.1 a total firm fixed price of

or

4.1.2 a total firm fixed price of

4.1.3 the price for the Satellite shall be either the price shown in Paragraph 4.1.1 or 4.1.2 above, as applicable, and such price shall be referred to in this Contract as the "Firm Fixed Price",

4.1.4

Except as otherwise expressly provided in Article 2.2 (only if Purchaser elects to effectuate its purchase of the Replacement Satellite by means of an amendment to this Contract rather than by means of another contract), and Articles 2.4, 4.3, 6.2, 6.3, 6.5, 12.1(B), 15.4, 16, 18, 35, and any options set forth in this Contract, the Firm Fixed Price is not subject to any escalation or to any adjustment or revision. The price for those items subject to an option under this Contract, if any, are described in the particular Articles that set forth such options.

**REDACTED FOR PUBLIC INSPECTION**

In the event that either Articles 4.1.1 or 4.1.2 are implemented in accordance with the terms hereof, the itemization of the associated Firm Fixed Price shall be as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u> <u>(in accordance with Paragraph</u> <u>4.1.1)</u>	<u>Amount</u> <u>(in accordance with</u> <u>Paragraph 4.1.2)</u>
1.	Satellite (excludes Orbital Performance Incentives)		
1(a).	Maximum Orbital Performance Incentives		
2.	Deliverable Data		
3.	Training		
4.	Launch Support Services		
5.	Mission Operations Support Services		
7.	DSS		
	Total Firm Fixed Price <sup>(iii)</sup>		

**REDACTED FOR PUBLIC INSPECTION**

4. Under Article 13 – ORBITAL PERFORMANCE INCENTIVES, delete Paragraph 13.2 in its entirety and replace with the following:

13.2           of Orbital Performance Incentives

Contractor shall be entitled to earn Orbital Performance Incentives (“OPI”) in the cumulative amount of

over the Orbital Performance Incentive Period

5. Under Article 16 – CHANGES, delete Paragraph 16.1 in its entirety and replace with the following:

16.1 Change Orders

Purchaser may, at any time between the EDC and the completion of this Contract, direct a change within the general scope of this Contract in drawings, designs, specifications, method of shipment or packing, quantities of items to be furnished, place of Delivery, issue stop-work orders

require additional Work, or direct the omission of Work.

In the event Purchaser directs a change, Contractor shall: (a) immediately proceed with the Work as changed; and (b) within thirty (30) days of Purchaser's direction, submit to Purchaser a written proposal of the effect of such a change on the Firm Fixed Price, specification, payment plan, time required for performance and/or other affected terms and conditions, including any effect (the "Proposal").

Prior to directing such change, Purchaser may issue a request to Contractor for a Proposal. Within thirty (30) days of receipt of such request for the Proposal, Contractor shall provide Purchaser with the Proposal.

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If any change directed by Purchaser causes an increase or decrease in costs of, or the time required for, the performance of this Contract, and/or other terms and conditions, an equitable adjustment shall be made in the Firm Fixed Price, Delivery schedule, and/or other terms and conditions, this Contract shall be modified in writing accordingly.

If the cost of supplies or materials made obsolete or excess as a result of a change is included in Contractor's claim for adjustment, Purchaser shall have the right to prescribe the manner of disposition of such supplies or materials. If Purchaser directs the omission of Work and, as a result, it causes an increase in the cost of the remaining Work to be performed hereunder, such increase in cost shall constitute an allowable element of Contractor's claim for equitable adjustment.

Upon receipt of Contractor's Proposal, the Parties shall commence good faith negotiations concerning the appropriate equitable adjustment to the Contract. In the event that the Parties have not reached agreement on the amount and manner of Contractor's compensation within sixty (60) days of Purchaser's direction for change, Purchaser shall pay to Contractor the agreed-upon portions of the proposed changes to the Firm Fixed Price and the Payment Plan and Termination Liability Schedule, and, pending agreement or other resolution, deposit the balance of the amount set forth in the Proposal with a recognized escrow agent selected by Purchaser on standard terms. The Parties shall exert all good faith efforts to reach resolution of the appropriate equitable adjustment within (30) days after Purchaser makes such deposit into escrow.

16.1.1



**REDACTED FOR PUBLIC INSPECTION**

C. RESERVED

**REDACTED FOR PUBLIC INSPECTION**

6. Under Article 21 – TERMINATION FOR CONVENIENCE, delete Paragraph 21.1.2 in its entirety and replace with the following:

21.1.2 Termination Liability.

**REDACTED FOR PUBLIC INSPECTION**

7. Under Article 22 – LIQUIDATED DAMAGES, Delete Article 22.1 in its entirety and replace with the following:

22.1 Liquidated Damages – Schedule/Delivery

The Parties acknowledge and agree that failure to complete the Milestone listed below in this Article by the indicated date may cause substantial financial loss to Purchaser (the "Key Milestone Date"). The Parties further acknowledge and agree that the following liquidated damages represent a genuine and reasonable estimate of all losses that would be suffered by Purchaser by reason of any such delay (which losses would be difficult or impossible to calculate with certainty) in meeting the Key Milestone Date.

22.1.1 Reserved

22.1.2 Liquidated Damages

A. In the event Contractor fails to meet the Key Milestone Date set forth below, as such Date may be adjusted in accordance with this Contract, Contractor shall pay Purchaser, as liquidated damages and not as a penalty, the following incremental amounts with the damages period beginning on the day after the applicable Key Milestone Date (as such Date may be adjusted in accordance with this Contract):

1. Key Milestone 1: Satellite Delivery – as of the date set forth in Article 3.1 (as such date may be adjusted in accordance with the Contract).

<b>Days Late</b>	<b>Daily Amount of Liquidated Damages</b>	<b>Period Total</b>	<b>Cumulative Total</b>

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Any amounts due in accordance with this Article 22.1.2 A shall be, at Purchaser's election, either (i) credited to Purchaser against any outstanding or future invoices hereunder or (ii) paid by Contractor to Purchaser within thirty (30) days of issuance of an invoice from Purchaser. Purchaser's failure to invoice or offset shall not constitute a waiver by Purchaser with respect to any amount of liquidated damages due and owing hereunder.

B.

In the event Contractor fails to meet the Key Milestone Date set forth below, as such Date may be adjusted in accordance with this Contract, Contractor shall pay Purchaser, as liquidated damages and not as a penalty

the following incremental amounts with the damages period beginning on the day after the applicable Key Milestone Date (as such Date may be adjusted in accordance with this Contract):

1. Key Milestone 1: Satellite Delivery – as of the date set forth in Article 3.1 (as such date may be adjusted in accordance with the Contract).

Days Late	Daily Amount of Liquidated Damages	Period Total	Cumulative Total

Any amounts due in accordance with this Article 22.1.2 B shall be, at Purchaser's election, either (i) credited to Purchaser against any outstanding or future invoices hereunder or (ii) paid by Contractor to Purchaser within thirty (30) days of issuance of an invoice from Purchaser. Purchaser's failure to invoice or offset shall not constitute a waiver by Purchaser with respect to any amount of liquidated damages due and owing hereunder."

C.

In the event Contractor fails to meet the Key Milestone Date set forth below, as such Date may be adjusted in accordance with this Contract, Contractor shall pay Purchaser, as liquidated damages and not as a penalty,

the following incremental amounts with the damages period beginning on the day after the applicable Key Milestone Date (as such Date may be adjusted in accordance with this Contract):

1. Key Milestone 1: Satellite Delivery – as of the date set forth in Article 3.1 (as such date may be adjusted in accordance with the Contract).

Days Late	Daily Amount of Liquidated Damages	Period Total	Cumulative Total

Any amounts due in accordance with this Article 22.1.2 C shall be, at Purchaser's election, either (i) credited to Purchaser against any outstanding or future invoices hereunder or (ii) paid by Contractor to Purchaser within thirty (30) days of issuance of an invoice from Purchaser. Purchaser's failure to invoice or offset shall not constitute a

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waiver by Purchaser with respect to any amount of liquidated damages due and owing hereunder.”

8. Under Article 23 – TERMINATION FOR DEFAULT, delete Paragraph 23.1.1 in its entirety and replace with the following:

23.1.1 Right to Terminate.

Right to Terminate

**REDACTED FOR PUBLIC INSPECTION**

9. Under Article 37.2 – Key Personnel as of EDC is replaced in its entirety by the following updated Article 37.2:

**"37.2 Key Personnel**

Personnel assigned to the following positions shall be considered "Key Personnel," and shall be filled by the following Contractor employees:

- a) Contractor's Program Manager:
- b) Contractor's Deputy Program Manager:
- c) Contractor's Contracts Manager:
- d) Contractor's Systems Engineering Manager:
- e) Contractor's Payload Manager:

Purchaser may from time to time change the positions designated as Key Personnel under this Contract on sixty (60) days notice to Contractor and with mutual agreement of the Contractor, not to be unreasonably withheld or delayed."

- B. Capitalized Terms: All capitalized terms if not defined herein shall have the meanings set forth in the Contract.
- C. Status of Contract: Except as expressly amended hereby, the Parties agree that the terms and conditions of the Contract remain in full force and effect.
- D. Counterparts: This Amendment No. 2 may be executed in one or more counterparts, all of which taken together shall constitute the Amendment No.2.
- E. Integration: This Amendment No. 2, together with the Contract, represents the entire agreement between Purchaser and Contractor with respect to the purchase, construction and delivery of the Satellite, and supersedes all prior agreements, both oral and written between the Parties, with respect to the subject matter hereof.

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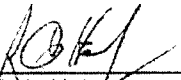
F. As a result of this Amendment No. 2, the following pages are replaced in the Contract so that a conformed copy of the Contract may be maintained:


Delete Contract Page No.	Replace with Contract Page No. (attached hereto)	Description of Change
9-12	9-12A	See Item A1
13-15	13-15	See Item A2
18-20	18-20	See Item A3
47	47	See Item A4
59-60C	59-60C	See Item A5
70-72	70-72	See Item A6
73-74B	73-74B	See Item A7
75-79	75-79	See Item A8
107	107	See Item A9

IN WITNESS WHEREOF, duly authorized representatives of the undersigned Parties have executed this Amendment No. 2 as of the effective date set forth above.

SPACE SYSTEMS/LORAL, INC.

VIASAT, INC.

By:   
R. A. Haley  
Senior Vice President  
Finance & Contracts

By:   
David Abrahamian  
Director, Space Systems Contracts

**REDACTED FOR PUBLIC INSPECTION**

**Exhibit B-2 REDACTED**



**REDACTED FOR PUBLIC INSPECTION**

**Exhibit E-3 REDACTED**

**REDACTED FOR PUBLIC INSPECTION**

**Replacement Pages**

**REDACTED FOR PUBLIC INSPECTION**

- 1.73 **"Payment Plan and Termination Liability Schedule"** means the payment plan for the applicable Deliverable Item, and termination liability schedule for this Contract, as set forth in Exhibit E, Payment Plan and Termination Liability Schedule, as may be amended from time to time in accordance with the terms hereof.
- 1.74 **"Performance Specification"** means the applicable performance specification for the Satellite or other Deliverable Item, as appropriate, in the context of the applicable clause, as such specification may be amended from time to time in accordance with the terms hereof.
- 1.75
- 1.76
- 1.77 **"Preamble"** means the preamble section of this Contract.
- 1.78
- 1.79 **"Proposal"** has the meaning set forth in Article 16.
- 1.80 **"Proprietary Information"** has the meaning set forth in Article 28.
- 1.81 **"Purchaser"** has the meaning set forth in the Preamble and any successor or assignee permitted hereunder.
- 1.82 **"Purchaser Delay"** has the meaning set forth in Article 18.
- 1.83 **"Purchaser Intellectual Property"** shall mean such Intellectual Property owned by Purchaser and provided to Contractor related to this Contract (before or after EDC) and all Intellectual Property Rights related thereto. Purchaser Intellectual Property shall also include any derivatives, improvements, or modifications made by Purchaser or Contractor thereto, except for derivatives, improvements, or modifications that can be used by Contractor without infringing or violating the pre-existing Intellectual Property Rights of Purchaser.

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- 1.84 **"Reasonable Efforts"** means standards, practices, methods, and procedures conforming to applicable law and that degree of effort, skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from a skilled and experienced commercial satellite contractor or commercial satellite owner, as the case may be.
- 1.85 **"Recitals"** means the recitals section of this Contract.
- 1.86 **"Remaining OML"** has the meaning set forth in Article 36.
- 1.87 **"Replacement Satellite"** has the meaning set forth in Article 2.3.
- 1.88 **"Replacement Satellite Exercise Period"** has the meaning set forth in Article 2.3.
- 1.89
- 1.90 **"Satellite"** means the communications satellite that is to be manufactured by Contractor and to be delivered to Purchaser pursuant to this Contract. The Satellite is also referred to as the "Primary Satellite."
- 1.91 **"SCF"** means the Satellite Control Facility, which includes the Spares, as defined in Exhibit F.
- 1.92 **"Satellite Control Facility Equipment"** or **"SCF Equipment"** means those items listed in section 3.1 of Exhibit F, Satellite Control Facility Requirement Specification.
- 1.93 **"Satellite Payload Specifications"** means the payload portion of the Satellite Performance Specifications set forth in Section 3 of Exhibit B hereto.
- 1.94 **"Satellite Performance Specification"** means the Satellite performance specification attached as Exhibit B, as may be amended from time to time in accordance with the terms hereof.
- 1.95 **"Satellite Pre-Shipment Review"** or **"SPSR"** has the meaning set forth in Article 9.

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- 1.96 "**Satellite Program Test Plan**" means the Satellite program test plan attached as Exhibit D, as may be amended from time to time in accordance with the terms hereof.
- 1.97 "**Secured Obligations**" means, collectively, all present and future obligations of the Contractor to or for the benefit of Purchaser under this Contract, as well as all damages to which Purchaser may be entitled as a result of any breach of this Contract. All such obligations are "Secured Obligations".
- 1.98
- 1.99 "**Software**" means the machine readable computer programs (including firmware, files, databases, interfaces, documentation and other materials related thereto, and any third party Software sublicensed by Contractor hereunder), as such Software is revised, upgraded, updated, corrected, modified, and enhanced from time-to-time and provided to Purchaser pursuant to this Contract.
- 1.100 "**Spare**" means any spare part to be delivered with the Satellite Control Facility Equipment.
- 1.101 "**Stated Life**" means, with respect to the Satellite, the contracted for life of  
for such Satellite, commencing upon the IOT Complete Date for such Satellite.
- 1.102 "**Statement of Work**" or "**SOW**" means the statement of work attached as Exhibit A, as may be amended from time to time in accordance with the terms hereof.
- 1.103 "**Storage Costs**" has the meaning set forth in Article 35.2.
- 1.104 "**Subcontract**" means a contract or purchase order awarded by Contractor to a Subcontractor or a contract or purchase order awarded by a Subcontractor at any tier for performance of any of the Work.
- 1.105 "**Subcontractor**" means any person or business entity that has been awarded a Subcontract.

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- 1.106 "**Technical Assistance Agreement**" has the meaning set forth in section §120.22 of the U.S. International Traffic in Arms Regulations, 22 CFR §120 - 130.
- 1.107 "**Terminated Ignition**" means that, following the time when the electronic signal is sent to command the opening of any first stage propellant valves, the first stage engines of the Launch Vehicle shut down for any reason before the hold down mechanism is released and the Launch pad is declared safe by the Launch Agency. This definition shall be modified to incorporate the definition of "terminated ignition" (or other similar term) from the Launch Service Agreement applicable to the Launch of the Satellite.
- 1.108 "**Total Loss**" means with respect to the Satellite on or after Intentional Ignition (i) the complete loss, destruction or failure of such Satellite, or (ii) as defined in Purchaser's Launch and In-Orbit Insurance Policy if defined differently therein.
- 1.109 "**Training**" means the training to be provided by Contractor in accordance with Exhibit A, Statement of Work.
- 1.110 "**Transponder**" means any one of the primary designated Ka-Band transponders specified in Exhibit B, Satellite Performance Specification, including both forward and return transponders. A forward transponder receives signals from a single gateway location and radiates those signals to a single user beam. A return transponder receives signals from a single user beam and radiates those signals to a single gateway location.

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- 1.111 "**Transponder Failure**" means,
- 1.112 "**UCC**" means the Uniform Commercial Code as in effect in the State of New York, as it may be amended from time to time.
- 1.113 "**Work**" means all design, development, construction, manufacturing, labor, and services, including tests to be performed, and any and all Deliverable Items, including the Satellite, the DSS, Deliverable Data, Mission Operations Support Services, Launch Support Services, Training, and equipment, materials, articles, matters, services, and things to be furnished to Purchaser under this Contract.
- 1.114 "**Work-in-Process**" means the following goods, services, and rights to be provided to Purchaser by Contractor under this Contract but in the case of goods only such goods as have been designated for use under this Contract under Contractor's internal material resource planning system and have been installed: (a) the Satellite, (b) the DSS, (c) the Satellite Components, (d) all other Deliverable Items, including items purchased pursuant to exercised options set forth herein, (e) all parts, materials, inventories, and associated warranties, and (f) the rights in Intellectual Property as set forth in Article 39, and Proprietary Information as set forth in Article 28. The foregoing shall constitute Work-in-Process as the same shall be in the process of performance, manufacture, testing, integration, delivery or completion at any given point in time.

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**ARTICLE 2 - SCOPE OF WORK**

2.1 Provision of Services and Materials

A. General

Contractor shall provide Purchaser with the Deliverable Items completed in all respects in accordance with the provisions of this Contract. Without limiting the generality of the foregoing, the Contractor shall provide the necessary personnel, material, services, and facilities to design, manufacture, test and ship the Satellite, together with all other Deliverable Items referred to in Article 3.1. Contractor shall furnish and perform the Work in accordance with the provisions of this Contract, including the following Exhibits, which are attached hereto and made a part hereof:

2.1.1 Exhibit A, Statement of Work, dated 14 July 2008

2.1.2 Exhibit B, Satellite Performance Specifications, dated 14 July 2008, including all Annexes thereto

2.1.2.1 Optional Exhibit B1, Satellite Performance Specification, dated 21 January 2010, including all Annexes thereto,

2.1.3 Exhibit C, Mission Assurance Plan, dated September 22, 2006

2.1.4 Exhibit D, Satellite Program Test Plan, dated 14 July 2008

2.1.5 Exhibit E, Payment Plan and Termination Liability Schedule, dated 14 July, 2008.

2.1.5.1 Optional Exhibit E-1, Payment Plan  
and Termination Liability Schedule, dated April 30, 2009,

2.1.5.2 Optional Exhibit E-2, Payment Plan  
and Termination Liability Schedule, dated April 30, 2009,



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2.1.5.3 Optional Exhibit E-3, Payment Plan  
and Termination Liability Schedule, dated 22 January 2010,

2.1.6 Exhibit F, Satellite Control Facility Requirements Document, dated 14 July 2008

2.1.7 Exhibit G, Escrow Agreement

2.1.8 Exhibit H, Dynamic Satellite Simulator Statement of Work and Functional Requirements Document dated 14 July 2008

2.2 Replacement Satellite

Contractor hereby grants to Purchaser an option to purchase one (1) replacement satellite identical to the Primary Satellite provided hereunder (including a DSS, updates to Deliverable Data, as required, Launch Support Services and Mission Operations Support Services) (the "Replacement Satellite"). The price for such Replacement Satellite shall be

of which constitutes the maximum Orbital Performance Incentives Contractor may earn with respect to the Replacement Satellite)

The option shall remain valid \_\_\_\_\_ (the "Replacement Satellite Exercise Period"), provided that Purchaser may require Contractor to extend the validity of the option and/or change the design and/or specifications of the Replacement Satellite under a change order pursuant to Article 16. If Purchaser wishes to exercise such option, it may do so by providing notice to Contractor at any time prior to the expiration of the Replacement Satellite Exercise Period. In such event, the Parties shall document Purchaser's agreement to purchase the Replacement Satellite and Contractor's agreement to build and deliver such satellite by entering into either, at Purchaser's option, an amendment to this Contract or a second contract that has terms and conditions identical in all relevant material respects to this Contract except for such differences as are reasonably necessary or appropriate to indicate that the second contract applies to the Replacement Satellite. Only upon execution of such second contract or Contract amendment shall Purchaser be financially obligated to Contractor with respect to the Replacement Satellite and shall Contractor be obligated to perform with respect thereto.

**REDACTED FOR PUBLIC INSPECTION**

2.3 Reserved

2.4 SCF Equipment

Contractor hereby grants to Purchaser an option to purchase the SCF Equipment (including the Spares) listed in Exhibit F, Satellite Control Facility Requirement Specification. The price for such SCF Equipment shall be

This option shall remain valid

(the "SCF Equipment Exercise Period"), provided that Purchaser may require Contractor to extend the validity of the option and/or change the design and/or specifications of the SCF Equipment under a change order pursuant to Article 16. If Purchaser wishes to exercise such option, it may do so by providing notice to Contractor at any time prior to the expiration of the SCF Equipment Exercise Period. Delivery for the SCF Equipment shall be no later than \_\_\_\_\_ Payment for the SCF Equipment shall be due upon Acceptance of the SCF Equipment.

2.5. Cooperation with Launch Agency

Contractor shall provide all reasonably necessary assistance to, and shall fully communicate and cooperate with, the Launch Agency so as to ensure successful, on-time completion of the Work and integration of the Satellite with the Launch Vehicle in accordance with the terms of this Contract and the Launch Services Agreement. Purchaser shall provide all reasonably necessary assistance to Contractor so as to ensure Contractor and any affected Subcontractors have the necessary access and information from the Launch Agency to perform as specified. All communications of Contractor and its Subcontractors with the Launch Agency are subject to any required export authorizations.

**REDACTED FOR PUBLIC INSPECTION**

**ARTICLE 4 - PRICE**

4.1 **Firm Fixed Price**

The total price to be paid by Purchaser to Contractor for the Work, including but not limited to Deliverable Items 1 through 6 set forth in Article 3.1 hereof, as detailed in Exhibit A, Statement of Work, shall be:

4.1.1 a total firm fixed price of

or

4.1.2 a total firm fixed price of

4.1.3 the price for the Satellite shall be either the price shown in Paragraph 4.1.1 or 4.1.2 above, as applicable, and such price shall be referred to in this Contract as the "Firm Fixed Price",

4.1.4

Except as otherwise expressly provided in Article 2.2 (only if Purchaser elects to effectuate its purchase of the Replacement Satellite by means of an amendment to this Contract rather than by means of another contract), and Articles 2.4, 4.3, 6.2, 6.3, 6.5, 12.1(B), 15.4, 16, 18, 35, and any options set forth in this Contract, the Firm Fixed Price is not subject to any escalation or to any adjustment or revision. The price for those items subject to an option under this Contract, if any, are described in the particular Articles that set forth such options.

**REDACTED FOR PUBLIC INSPECTION**

In the event that either Articles 4.1.1 or 4.1.2 are implemented in accordance with the terms hereof, the itemization of the associated Firm Fixed Price shall be as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u> <u>(in accordance with Paragraph</u> <u>4.1.1)</u>	<u>Amount</u> <u>(in accordance with Paragraph</u> <u>4.1.2)</u>
1.	Satellite (excludes Orbital Performance Incentives)		
1(a).	Maximum Orbital Performance Incentives		
2.	Deliverable Data		
3.	Training		
4.	Launch Support Services		
5.	Mission Operations Support Services		
7.	DSS		
	Total Firm Fixed Price <sup>(iii)</sup>		

4.2 Reserved.

4.3 Launch Support Services

Upon Purchaser's selection of the Launch Vehicle for the Launch of the Satellite as provided in Article 3.3 above, the Firm Fixed Price of the Contract shall be increased or decreased in the following applicable amount to reflect the Launch Support Services associated with the selected Launch Vehicle. Such increase or decrease shall be applied on a pro-rata basis to those Milestone payments specified in Exhibit E, Payment Plan and Termination Liability Schedule remaining to be paid as of the date of Purchaser's selection.

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Selected Launch Vehicle	Adjustment to Firm Fixed Price

**4.4 Fees and Other Expenses**

The Firm Fixed Price stated above includes all fees, charges, expenses, costs, and other amounts payable by Purchaser for any portion of the Work, including but not limited to the design, manufacturing, tests, the Satellite, the DSS, Deliverable Data, Training, Orbital Performance Incentives, Mission Operations Support Services, Launch Support Services, risk management services as required by Article 32, packing and transport of the Satellite to the Launch Site, transit insurance and such other insurance as is required by Article 32, but does not include such amounts payable for Launch Services, or the Launch and In-Orbit Insurance Policy (the responsibility for which shall reside exclusively with Purchaser). Under no circumstances will Purchaser be obligated to pay any fees, charges, expenses, costs or other amounts in connection with any portion of the Work other than the amounts set forth in this Paragraph, as adjusted in accordance with those Articles set forth in Article 4.1.

**4.5 Taxes**

The Firm Fixed Price includes, and Contractor shall remit when due, all applicable federal, state, local and foreign taxes duties, assessments, and similar liabilities (including interest, fines, penalties, or additions attributable to, or imposed on, or with respect to, any such taxes, duties and similar liabilities) imposed by any federal, state, local, or foreign government in connection with the Work, including those related to the export or import of any Satellite from or into any jurisdiction for Launch, all imposts, and all sales, use, excise, value added, import and export taxes levied in connection with Contractor's performance of the Work, wherever the Work is being carried out under this Contract.

**ARTICLE 13 - ORBITAL PERFORMANCE INCENTIVES**

13.1 General

Contractor may earn, and Purchaser shall pay, if earned, Orbital Performance Incentives with respect to the Satellite in the amounts set forth in Article 13.2. Contractor may earn and accrue the Orbital Performance Incentives over the Orbital Performance Incentive Period with respect thereto. All measurements, computations and analyses made pursuant to this Article 13 shall be made in accordance with good engineering practice applying standards generally applicable in the aerospace industry.

13.2 of Orbital Performance Incentives

Contractor shall be entitled to earn Orbital Performance Incentives ("OPI") in the cumulative amount of

over the Orbital Performance Incentive

Period

**ARTICLE 16 – CHANGES**

**16.1 Change Orders**

Purchaser may, at any time between the EDC and the completion of this Contract, direct a change within the general scope of this Contract in drawings, designs, specifications, method of shipment or packing, quantities of items to be furnished, place of Delivery, issue stop-work orders

require additional Work, or direct the omission of Work.

In the event Purchaser directs a change, Contractor shall: (a) immediately proceed with the Work as changed; and (b) within thirty (30) days of Purchaser's direction, submit to Purchaser a written proposal of the effect of such a change on the Firm Fixed Price, specification, payment plan, time required for performance and/or other affected terms and conditions, including any effect (the "Proposal").

Prior to directing such change, Purchaser may issue a request to Contractor for a Proposal. Within thirty (30) days of receipt of such request for the Proposal, Contractor shall provide Purchaser with the Proposal.

If any change directed by Purchaser causes an increase or decrease in costs of, or the time required for, the performance of this Contract, and/or other terms and conditions, an equitable adjustment shall be made in the Firm Fixed Price, Delivery schedule, and/or other terms and conditions, this Contract shall be modified in writing accordingly.

If the cost of supplies or materials made obsolete or excess as a result of a change is included in Contractor's claim for adjustment, Purchaser shall have the right to prescribe the manner of disposition of such supplies

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or materials. If Purchaser directs the omission of Work and, as a result, it causes an increase in the cost of the remaining Work to be performed hereunder, such increase in cost shall constitute an allowable element of Contractor's claim for equitable adjustment.

Upon receipt of Contractor's Proposal, the Parties shall commence good faith negotiations concerning the appropriate equitable adjustment to the Contract. In the event that the Parties have not reached agreement on the amount and manner of Contractor's compensation within sixty (60) days of Purchaser's direction for change, Purchaser shall pay to Contractor the agreed-upon portions of the proposed changes to the Firm Fixed Price and the Payment Plan and Termination Liability Schedule, and, pending agreement or other resolution, deposit the balance of the amount set forth in the Proposal with a recognized escrow agent selected by Purchaser on standard terms. The Parties shall exert all good faith efforts to reach resolution of the appropriate equitable adjustment within (30) days after Purchaser makes such deposit into escrow.



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C. RESERVED

**REDACTED FOR PUBLIC INSPECTION**

**REDACTED FOR PUBLIC INSPECTION**

**ARTICLE 21 - TERMINATION FOR CONVENIENCE**

21.1 Reimbursement of Contractor

21.1.1 Right to Terminate. Purchaser may terminate this Contract without cause, in whole or in part, upon giving Contractor written notice; provided, however, Purchaser may not terminate this Contract after Delivery of the Satellite in accordance with Article 3.2. Upon receipt of Purchaser's notice of termination for convenience, Contractor shall: (i) stop the terminated Work under this Contract; (ii) place no further orders or subcontracts for materials, services or facilities to the extent that they relate to the performance of the terminated Work; (iii) terminate orders and subcontracts to the extent that they relate to the performance of the terminated Work; and (iv) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.

21.1.2 Termination Liability.

21.1.3. Determination of Termination Liability.

21.2 Disposition of Work

At the time of payment by Purchaser to Contractor of the termination liability amounts due under this Article, subject to applicable U.S. Government export laws and license conditions, Purchaser may direct Contractor to transfer to Purchaser, in the manner and to the extent directed by Purchaser, title to and risk of loss and possession of any items comprising the Work terminated (including all Work-in-progress, parts and materials, all inventories, licenses, and associated warranties but not including any portion of the

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Work to which Contractor would not have otherwise been obligated to transfer title hereunder had the Contract been completed). Contractor shall, upon direction of Purchaser, protect and preserve property at Purchaser's expense in the possession of Contractor or its Subcontractors in which Purchaser has an interest and shall facilitate access to and possession by Purchaser of items comprising all or part of the Work terminated. Alternatively, Purchaser may request Contractor to make Reasonable Efforts to re-use or sell such items and, in the case of Work Contractor can re-use, Contractor shall remit the mutually agreed cost of all such items to Purchaser, and, in the case of sold items, remit any sales proceeds to Purchaser less a deduction for Actual Costs of disposition reasonably incurred.

**ARTICLE 22 – LIQUIDATED DAMAGES**

22.1 Liquidated Damages – Schedule/Delivery

The Parties acknowledge and agree that failure to complete the Milestone listed below in this Article by the indicated date may cause substantial financial loss to Purchaser (the “Key Milestone Date”). The Parties further acknowledge and agree that the following liquidated damages represent a genuine and reasonable estimate of all losses that would be suffered by Purchaser by reason of any such delay (which losses would be difficult or impossible to calculate with certainty) in meeting the Key Milestone Date.

22.1.1 Reserved

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22.1.2 Liquidated Damages

A. In the event Contractor fails to meet the Key Milestone Date set forth below, as such Date may be adjusted in accordance with this Contract, Contractor shall pay Purchaser, as liquidated damages and not as a penalty, the following incremental amounts with the damages period beginning on the day after the applicable Key Milestone Date (as such Date may be adjusted in accordance with this Contract):

1. Key Milestone 1: Satellite Delivery – as of the date set forth in Article 3.1 (as such date may be adjusted in accordance with the Contract).

<b>Days Late</b>	<b>Daily Amount of Liquidated Damages</b>	<b>Period Total</b>	<b>Cumulative Total</b>

Any amounts due in accordance with this Article 22.1.2 A shall be, at Purchaser's election, either (i) credited to Purchaser against any outstanding or future invoices hereunder or (ii) paid by Contractor to Purchaser within thirty (30) days of issuance of an invoice from Purchaser. Purchaser's failure to invoice or offset shall not constitute a waiver by Purchaser with respect to any amount of liquidated damages due and owing hereunder.

B. In the event Contractor fails to meet the Key Milestone Date set forth below, as such Date may be adjusted in accordance with this Contract, Contractor shall pay Purchaser, as liquidated damages and not as a penalty, the following incremental amounts with the damages period beginning on the day after the applicable Key Milestone Date (as such Date may be adjusted in accordance with this Contract):

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1. Key Milestone 1: Satellite Delivery – as of the date set forth in Article 3.1 (as such date may be adjusted in accordance with the Contract).

<b>Days Late</b>	<b>Daily Amount of Liquidated Damages</b>	<b>Period Total</b>	<b>Cumulative Total</b>

Any amounts due in accordance with this Article 22.1.2 B shall be, at Purchaser's election, either (i) credited to Purchaser against any outstanding or future invoices hereunder or (ii) paid by Contractor to Purchaser within thirty (30) days of issuance of an invoice from Purchaser. Purchaser's failure to invoice or offset shall not constitute a waiver by Purchaser with respect to any amount of liquidated damages due and owing hereunder."

C.

In the event Contractor fails to meet the Key Milestone Date set forth below, as such Date may be adjusted in accordance with this Contract, Contractor shall pay Purchaser, as liquidated damages and not as a penalty,

the following incremental amounts with the damages period beginning on the day after the applicable Key Milestone Date (as such Date may be adjusted in accordance with this Contract):

1. Key Milestone 1: Satellite Delivery – as of the date set forth in Article 3.1 (as such date may be adjusted in accordance with the Contract).

<b>Days Late</b>	<b>Daily Amount of Liquidated Damages</b>	<b>Period Total</b>	<b>Cumulative Total</b>

Any amounts due in accordance with this Article 22.1.2 C shall be, at Purchaser's election, either (i) credited to Purchaser against any outstanding or future invoices hereunder or (ii) paid by Contractor to Purchaser within thirty (30) days of issuance of an invoice from Purchaser. Purchaser's failure to invoice or offset shall not constitute a waiver by Purchaser with respect to any amount of liquidated damages due and owing hereunder."



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**ARTICLE 23 – TERMINATION FOR DEFAULT**

23.1 Purchaser Rights of Termination

23.1.1 Right to Terminate.

Right to Terminate

23.1.2 Termination Liability.

23.1.3 Contractor's Reimbursement for Terminated Work.

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23.1.4 Special Provision Limiting Purchaser's Remedies.

23.1.5 Disposition of the Work. Except for items obtained by Purchaser as set forth in Article 23.1.3, Contractor shall retain title to any and all Work, Work-in-progress, parts or other material, inventories, and any associated warranties, and any subcontracted items Contractor has specifically produced, acquired, or subcontracted for in accordance with this Contract.

23.1.6 Invalid Default Termination. If, after termination pursuant to this Article 23.1, it is finally determined pursuant to Article 25 or written agreement of Purchaser that Contractor was not in default under Article 23.1.1, or that the default was excusable under the Contract, the rights and obligations of the Parties shall be the same as if the termination had occurred under Article 21.

23.2 Contractor Rights of Termination

23.2.1 Right to Terminate.

23.2.2 Termination Liability.

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23.2.3 Disposition of the Work. Upon completion of all payments to Contractor in accordance with this Article 23.2, Purchaser may, subject to Article 7 hereof, require Contractor to transfer to Purchaser in the manner and to the extent directed by Purchaser, title to and possession of any items comprising all or any part of the Work terminated (including all Work-in-progress, but not including any Deliverable Data or any other portion of the Work to which Contractor would not have otherwise been obligated to transfer title hereunder had the Contract been completed) not used or disposed of by Contractor pursuant to the foregoing sentence. Contractor shall, upon direction of Purchaser, protect and preserve such items at Purchaser's expense in the possession of Contractor or its Subcontractors and shall facilitate access to and possession by Purchaser of items comprising all or part of the Work terminated. Alternatively, Purchaser may request Contractor to undertake Reasonable Efforts to re-use or sell such items and, in the case of Work Contractor can re-use, remit the agreed-upon cost of such items to Purchaser, and, in the case of sold items, remit any sales proceeds to Purchaser less a deduction for Actual Costs of disposition reasonably incurred by Contractor for such efforts. Contractor shall, if requested by Purchaser in writing, assign to Purchaser or its designee such Subcontracts as requested by Purchaser (subject to any approvals required by the associated Subcontractors and receipt by Contractor of associated reasonable releases and indemnifications in favor of Contractor).

23.2.4 Invalid Default Termination. If, after termination pursuant to this Article 23.2, it is finally determined pursuant to Article 25 or written agreement of Contractor that Purchaser was not in default under Article 23.2.1, Contractor shall be liable to Purchaser for direct damages resulting from such termination of this Contract (in no event exceeding amounts payable to Purchaser pursuant to Article 23.1, and subject to the limitation of liability set forth in Article 27).

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**ARTICLE 37 - CONTRACTOR PERSONNEL**

**37.1 Contractor Personnel**

The Contractor will assign only properly qualified and experienced personnel to the Work contemplated under the Contract, and Contractor shall use Reasonable Efforts to retain such personnel on the Work for its duration. At the reasonable request of Purchaser, Contractor shall not use, and shall not permit any Subcontractor to use, in the performance of the Work any personnel deemed by Purchaser to be abusive, disorderly, incompetent, careless, unqualified to perform the Work assigned, or otherwise unsatisfactory to Purchaser. Without limiting the generality of the foregoing, Contractor shall, within ten (10) Business Days after receiving notice from Purchaser, remove from the performance of the Work, and, as soon as is reasonably practicable, replace, any personnel of Contractor or any Subcontractor who is performing any portion of the Work, if Purchaser reasonably believes that such personnel is creating a risk to the timely or safe completion of the Work in accordance with this Contract.

**37.2 Key Personnel**

Personnel assigned to the following positions shall be considered "Key Personnel," and, as of the date of EDC, shall be filled by the following Contractor employees:

- a) Contractor's Program Manager:
- b) Contractor's Deputy Program Manager:
- c) Contractor's Contracts Manager:
- d) Contractor's Systems Engineering Manager:
- e) Contractor's Payload Manager:

Purchaser may from time to time change the positions designated as Key Personnel under this Contract on sixty (60) days notice to Contractor and with mutual agreement of the Contractor, not to be unreasonably withheld or delayed.

**37.3 Assignment of Key Personnel**

Contractor shall assign individuals only from within Contractor's organization to fill the Key Personnel positions. All Key Personnel shall have significant relevant experience and expertise. Before assigning an individual to any Key Personnel position, whether as an initial assignment or a subsequent assignment, Contractor shall notify Purchaser of

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AMENDMENT NUMBER 3

to the

CONTRACT

Between

ViaSat, Inc.

And

Space Systems/Loral, Inc.

for the

ViaSat "77" Satellite Program

The attached Contract Amendment No.3 and information contained therein are confidential and proprietary to ViaSat, Inc. and Space Systems/Loral, Inc, and shall not be published or disclosed to any third party except as permitted by the terms and conditions of the Contract, as amended.

**SPACE SYSTEMS**  
**LORAL**

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This CONTRACT AMENDMENT NO. 3 ("Amendment Number 3") is entered into and effective as of the 17<sup>th</sup> day of May 2010 between ViaSat, Inc. (the "Purchaser") and Space Systems/Loral, Inc. (the "Contractor"), both Purchaser and Contractor are collectively referred to herein as the "Parties".

**WHEREAS**, the Parties have entered into a satellite contract effective July 14, 2008, and

**WHEREAS**, the Parties amended said Contract and have signed Amendment No. 1 on April 30, 2009 and Amendment No.2 on January 22, 2010 (which amendments, together with the contract, is hereinafter referred to as the "Contract"), and

**WHEREAS**, the Parties have agreed to amend the Contract to reflect changes to: (i)

(iv) make corresponding adjustments to the price, termination for convenience and liquidated damages provisions; (v) make other and conforming changes to the extent set forth herein.

**NOW, THEREFORE**, in consideration of the price and other valid consideration and the mutual covenants and agreements contained herein and intending to be legally bound, the Parties agree as follows:

**A. Description of Changes to the Contract:**

1. Under Article 2 - SCOPE OF WORK, delete Paragraphs 2.1.2, and 2.1.5 in their entirety and replace with the following:

2.1.2 Exhibit B, Satellite Performance Specifications, dated 14 July 2008, including all Annexes thereto

2.1.5 Exhibit E, Payment Plan and Termination Liability Schedule, dated 14 July, 2008.

2.1.5.1 Optional Exhibit E-1, Payment Plan and Termination Liability Schedule, dated 17 May 2010,

2.1.5.2 Optional Exhibit E-2, Payment Plan and Termination Liability Schedule, dated 17 May 2010,

2.1.5.3 Optional Exhibit E-3, Payment Plan and Termination Liability Schedule, dated 17 May 2010,

2. Under Article 3 – DELIVERABLE ITEMS AND DELIVERY SCHEDULE, delete Paragraph 3.1 in its entirety and replace with the following:

3.1 Deliverable Items

Subject to the other terms and conditions of this Contract, the items to be delivered under this Contract are specified below (each a "Deliverable Item"). Contractor shall deliver such items on or before the corresponding Delivery dates and at locations specified as follows:



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<u>Item</u>	<u>Description</u>	<u>Delivery Date</u>	<u>Delivery Location</u>
1.	Satellite	Delivery to the Launch Site	Per Article 3.2
2.	Deliverable Data	Per SOW, Exhibit A	Per SOW, Exhibit A
3.	Training	Per SOW, Exhibit A	Per SOW, Exhibit A
4.	Launch Support Services	Per SOW, Exhibit A	Per SOW, Exhibit A
5.	Mission Operations Support Services	Per SOW, Exhibit A	Per SOW, Exhibit A
6.	DSS	Per Exhibit H	Purchaser's SCF

3. Under Article 4 – PRICE, delete Paragraph 4.1 in its entirety and replace with the following:

4.1 Firm Fixed Price

The total price to be paid by Purchaser to Contractor for the Work, including but not limited to Deliverable Items 1 through 6 set forth in Article 3.1 hereof, as detailed in Exhibit A, Statement of Work, shall be:

4.1.1 A total firm fixed price of  
(the "Firm Fixed Price"),  
or

4.1.2 A total firm fixed price of

or

4.1.3 A total firm fixed price of

4.1.4 , the price for the Satellite shall be either the price shown in Paragraph 4.1.1, 4.1.2, or 4.1.3 above, as applicable and such price shall be referred to in this Contract as the "Firm Fixed Price".

4.1.5

Except as otherwise expressly provided in Article 2.2 (only if Purchaser elects to effectuate its purchase of the Replacement Satellite by means of an amendment to this Contract rather than by means of another contract), and Articles 2.4, 4.3, 6.2, 6.3, 6.5, 12.1(B), 15.4, 18, 18, 35, and any options set forth in this Contract, the Firm Fixed Price is not subject to any escalation or to any adjustment or revision. The price for those items subject to an option under this Contract, if any, are described in the particular Articles that set forth such options.

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The itemization of the associated Firm Fixed Price shall be as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u> <u>(in accordance with</u> <u>Paragraph 4.1.1)</u>	<u>Amount</u> <u>(in accordance with</u> <u>Paragraph 4.1.2)</u>	<u>Amount</u> <u>(in accordance with</u> <u>Paragraph 4.1.3)</u>
1.	Satellite (excludes Orbital Performance Incentives)			
1(a).	Maximum Orbital Performance Incentives			
2.	Deliverable Data			
3.	Training			
4.	Launch Support Services			
5.	Mission Operations			
7.	Support Services DSS			
	Total Firm Fixed Price			

4. Under Article 13 – ORBITAL PERFORMANCE INCENTIVES, delete Paragraph 13.2 in its entirety and replace with the following:

13.2           of Orbital Performance Incentives

Contractor shall be entitled to earn Orbital Performance Incentives ("OPI") in the cumulative amount

over the Orbital Performance Incentive Period

*DA*

**REDACTED FOR PUBLIC INSPECTION**

5. Under Article 16 – CHANGES, delete Paragraph 16.1 in its entirety and replace with the following:

16.1 Change Orders

Purchaser may, at any time between the EDC and the completion of this Contract, direct a change within the general scope of this Contract in drawings, designs, specifications, method of shipment or packing, quantities of items to be furnished, place of Delivery, issue stop-work orders  
require additional Work, or direct the omission of Work.

In the event Purchaser directs a change, Contractor shall: (a) immediately proceed with the Work as changed; and (b) within thirty (30) days of Purchaser's direction, submit to Purchaser a written proposal of the effect of such a change on the Firm Fixed Price, specification, payment plan, time required for performance and/or other affected terms and conditions, including any effect (the "Proposal").

Prior to directing such change, Purchaser may issue a request to Contractor for a Proposal. Within thirty (30) days of receipt of such request for the Proposal, Contractor shall provide Purchaser with the Proposal.

If any change directed by Purchaser causes an increase or decrease in costs of, or the time required for, the performance of this Contract, and/or other terms and conditions, an equitable adjustment shall be made in the Firm Fixed Price, Delivery schedule, and/or other terms and conditions, this Contract shall be modified in writing accordingly.

If the cost of supplies or materials made obsolete or excess as a result of a change is included in Contractor's claim for adjustment, Purchaser shall have the right to prescribe the manner of disposition of such supplies or materials. If Purchaser directs the omission of Work and, as a result, it causes an increase in the cost of the remaining Work to be performed hereunder, such increase in cost shall constitute an allowable element of Contractor's claim for equitable adjustment.

Upon receipt of Contractor's Proposal, the Parties shall commence good faith negotiations concerning the appropriate equitable adjustment to the Contract. In the event that the Parties have not reached agreement on the amount and manner of Contractor's compensation within sixty (60) days of Purchaser's direction for change,

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Purchaser shall pay to Contractor the agreed-upon portions of the proposed changes to the Firm Fixed Price and the Payment Plan and Termination Liability Schedule, and, pending agreement or other resolution, deposit the balance of the amount set forth in the Proposal with a recognized escrow agent selected by Purchaser on standard terms. The Parties shall exert all good faith efforts to reach resolution of the appropriate equitable adjustment within (30) days after Purchaser makes such deposit into escrow.

*JA*

**REDACTED FOR PUBLIC INSPECTION**

6. Under Article 21 – TERMINATION FOR CONVENIENCE, delete Paragraph 21.1.2 in its entirety and replace with the following:

21.1.2 Termination Liability.

7. Under Article 22 – LIQUIDATED DAMAGES, Delete Article 22.1 in its entirety and replace with the following:

22.1 Liquidated Damages – Schedule/Delivery

The Parties acknowledge and agree that failure to complete the Milestone listed below in this Article by the indicated date may cause substantial financial loss to Purchaser (the "Key Milestone Date"). The Parties further acknowledge and agree that the following liquidated damages represent a genuine and reasonable estimate of all losses that would be suffered by Purchaser by reason of any such delay (which losses would be difficult or impossible to calculate with certainty) in meeting the Key Milestone Date.

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**22.1.1 Liquidated Damages**

A. In the event Contractor fails to meet the Key Milestone Date set forth below, as such Date may be adjusted in accordance with this Contract, Contractor shall pay Purchaser, as liquidated damages and not as a penalty, the following incremental amounts with the damages period beginning on the day after the applicable Key Milestone Date (as such Date may be adjusted in accordance with this Contract):

1. Key Milestone 1: Satellite Delivery – as of the date set forth in Article 3.1 (as such date may be adjusted in accordance with the Contract).

Days Late	Daily Amount of Liquidated Damages	Period Total	Cumulative Total

Any amounts due in accordance with this Article 22.1.2 A shall be, at Purchaser's election, either (i) credited to Purchaser against any outstanding or future invoices hereunder or (ii) paid by Contractor to Purchaser within thirty (30) days of issuance of an invoice from Purchaser. Purchaser's failure to invoice or offset shall not constitute a waiver by Purchaser with respect to any amount of liquidated damages due and owing hereunder:

8. Under Article 22 - LIQUIDATED DAMAGES, Add Article 22.2 as follows:

**22.2 Remedy**

**REDACTED FOR PUBLIC INSPECTION**

9. Under Article 23 – TERMINATION FOR DEFAULT, delete Paragraph 23.1.1 in its entirety and replace with the following:

23.1.1 Right to Terminate.

Right to Terminate

- B. Capitalized Terms: All capitalized terms if not defined herein shall have the meanings set forth in the Contract.
- C. Status of Contract: Except as expressly amended hereby, the Parties agree that the terms and conditions of the Contract remain in full force and effect.
- D. Counterparts: This Amendment No. 3 may be executed in one or more counterparts, all of which taken together shall constitute the Amendment No. 3.

**SPACE SYSTEMS**  
**LORAL**

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- E. Integration: This Amendment No. 3, together with the Contract, represents the entire agreement between Purchaser and Contractor with respect to the purchase, construction and delivery of the Satellite, and supersedes all prior agreements, both oral and written between the Parties, with respect to the subject matter hereof.
- F. As a result of this Amendment No. 3, the following pages are replaced in the Contract so that a conformed copy of the Contract may be maintained:

<b>Delete Contract Page No.</b>	<b>Replace with Contract Page No. (attached hereto)</b>	<b>Description of Change</b>
13-15	13-15	A1
16	16	A2
18-19	18-19	A3
47	47	A4
59-60C	59-60B	A5
70-72	70-72	A6
73-74B	73-74	A7 & A8
75-76	75-76	A9

*JA*

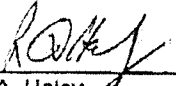



**REDACTED FOR PUBLIC INSPECTION**

IN WITNESS WHEREOF, duly authorized representatives of the undersigned Parties have executed this Amendment No. 3 as of the effective date set forth above.

**SPACE SYSTEMS/LORAL, INC.**

**VIASAT, INC.**

By:   
\_\_\_\_\_  
R. A. Haley  
Senior Vice President  
Finance & Contracts

By:   
\_\_\_\_\_  
David Abrahamian  
Director, Space Systems Contracts

**REDACTED FOR PUBLIC INSPECTION**

**Exhibit E-1 REDACTED**

SSL-TP20810  
Via Set 77 Contract  
Amendment 3

DA

**REDACTED FOR PUBLIC INSPECTION**

**Exhibit E-2 REDACTED**

*A*

**REDACTED FOR PUBLIC INSPECTION**

**Exhibit E-3 REDACTED**

*AA*

**REDACTED FOR PUBLIC INSPECTION**

**Replacement Pages**

**REDACTED FOR PUBLIC INSPECTION**

**ARTICLE 2 - SCOPE OF WORK**

2.1 **Provision of Services and Materials**

A. **General**

Contractor shall provide Purchaser with the Deliverable Items completed in all respects in accordance with the provisions of this Contract. Without limiting the generality of the foregoing, the Contractor shall provide the necessary personnel, material, services, and facilities to design, manufacture, test and ship the Satellite, together with all other Deliverable Items referred to in Article 3.1. Contractor shall furnish and perform the Work in accordance with the provisions of this Contract, including the following Exhibits, which are attached hereto and made a part hereof:

2.1.1 Exhibit A, Statement of Work, dated 14 July 2008

2.1.2 Exhibit B, Satellite Performance Specifications, dated 14 July 2008, including all Annexes thereto.

2.1.3 Exhibit C, Mission Assurance Plan, dated September 22, 2006

2.1.4 Exhibit D, Satellite Program Test Plan, dated 14 July 2008

2.1.5 Exhibit E, Payment Plan and Termination Liability Schedule, dated 14 July 2008.

2.1.5.1 Optional Exhibit E-1, Payment  
Plan and Termination Liability Schedule, dated 17 May 2010,

2.1.5.2 Optional Exhibit E-2, Payment  
Plan and Termination Liability Schedule, dated 17 May 2010,

2.1.5.3 Optional Exhibit E-3, Payment  
Plan and Termination Liability Schedule, dated 17 May 2010,

**REDACTED FOR PUBLIC INSPECTION**

2.1.6 Exhibit F, Satellite Control Facility Requirements Document, dated 14 July 2008

2.1.7 Exhibit G, Escrow Agreement

2.1.8 Exhibit H, Dynamic Satellite Simulator Statement of Work and Functional Requirements Document dated 14 July 2008

2.2 Replacement Satellite

Contractor hereby grants to Purchaser an option to purchase one (1) replacement satellite identical to the Primary Satellite provided hereunder (including a DSS, updates to Deliverable Data, as required, Launch Support Services and Mission Operations Support Services) (the "Replacement Satellite"). The price for such Replacement Satellite shall be

of

which constitutes the maximum Orbital Performance Incentives Contractor may earn with respect to the Replacement Satellite) The option shall remain valid

(the "Replacement Satellite Exercise

Period"), provided that Purchaser may require Contractor to extend the validity of the option and/or change the design and/or specifications of the Replacement Satellite under a change order pursuant to Article 16. If Purchaser wishes to exercise such option, it may do so by providing notice to Contractor at any time prior to the expiration of the Replacement Satellite Exercise Period. In such event, the Parties shall document Purchaser's agreement to purchase the Replacement Satellite and Contractor's agreement to build and deliver such satellite by entering into either, at Purchaser's option, an amendment to this Contract or a second contract that has terms and conditions identical in all relevant material respects to this Contract except for such differences as are reasonably necessary or appropriate to indicate that the second contract applies to the Replacement Satellite. Only upon execution of such second contract or Contract amendment shall Purchaser be financially obligated to Contractor with respect to the Replacement Satellite and shall Contractor be obligated to perform with respect thereto.

2.3 Reserved

2.4 SCF Equipment





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**ARTICLE 3 - DELIVERABLE ITEMS AND DELIVERY SCHEDULE**

**3.1 Deliverable Items**

Subject to the other terms and conditions of this Contract, the items to be delivered under this Contract are specified below (each a "Deliverable Item"). Contractor shall deliver such items on or before the corresponding Delivery dates and at locations specified as follows:

<u>Item</u>	<u>Description</u>	<u>Delivery Date</u>	<u>Delivery Location</u>
		Delivery to the Launch Site	
1.	Satellite		Per Article 3.2
2.	Deliverable Data	Per SOW, Exhibit A	Per SOW, Exhibit A
3.	Training	Per SOW, Exhibit A	Per SOW, Exhibit A
4.	Launch Support Services	Per SOW, Exhibit A	Per SOW, Exhibit A
5.	Mission Operations Support Services	Per SOW, Exhibit A	Per SOW, Exhibit A
6.	DSS	Per Exhibit H	Purchaser's SCF

**3.2 Delivery**

Delivery of each Deliverable Item shall occur upon arrival of such Deliverable Item at the location required by this Article 3, after having successfully completed any required reviews and testing. In the case of the Satellite, Delivery shall occur upon delivery of the Satellite to the Launch Site or upon placement in Ground Storage.

**3.3 Selection of Launch Vehicle**

Purchaser shall be responsible for providing the Launch Services for Launch of the Satellite(s). Contractor shall provide, at no additional cost to Purchaser, engineering, Launch Vehicle integration activities, and other customary services to maintain compatibility of the Satellite for Launch (including but not limited to environmental analysis, mission planning, and Launch Vehicle electrical and mechanical interfaces) (collectively, "Integration Activities") with the list of candidate Launch Vehicles set forth in Paragraph 2.4 of Exhibit B, Satellite Performance Specification (the "Candidate Launch

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**ARTICLE 4 - PRICE**

4.1 **Firm Fixed Price**

The total price to be paid by Purchaser to Contractor for the Work, including but not limited to Deliverable Items 1 through 6 set forth in Article 3.1 hereof, as detailed in Exhibit A, Statement of Work, shall be:

4.1.1 a total firm fixed price of

or

4.1.2 a total firm fixed price of

4.1.3 a total firm fixed price of

4.1.4 the price for the Satellite shall be either the price shown in Paragraph 4.1.1, 4.1.2, or 4.1.3 above, as applicable, and such price shall be referred to in this Contract as the "Firm Fixed Price".

4.1.5

Except as otherwise expressly provided in Article 2.2 (only if Purchaser elects to effectuate its purchase of the Replacement Satellite by means of an amendment to this Contract rather than by means of another contract), and Articles 2.4, 4.3, 6.2, 6.3, 6.5, 12.1(B), 15.4, 16, 18, 35, and any options set forth in this Contract, the Firm Fixed Price is not subject to any escalation or to any adjustment or revision. The price for those items subject to an option under this Contract, if any, are described in the particular Articles that set forth such options.

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The itemization of the associated Firm Fixed Price shall be as follows:

<u>Item</u>	<u>Description</u>	<u>Amount</u> <u>(in accordance with</u> <u>Paragraph 4.1.1)</u>	<u>Amount</u> <u>(In accordance with</u> <u>Paragraph 4.1.2)</u>	<u>Amount</u> <u>(in accordance with</u> <u>Paragraph 4.1.3)</u>
1.	Satellite (excludes Orbital Performance Incentives)			
1(a).	Maximum Orbital Performance Incentives			
2.	Deliverable Data			
3.	Training			
4.	Launch Support Services			
5.	Mission Operations			
7.	Support Services DSS Total Firm Fixed Price			

4.2 Reserved.

4.3 Launch Support Services

Upon Purchaser's selection of the Launch Vehicle for the Launch of the Satellite as provided in Article 3.3 above, the Firm Fixed Price of the Contract shall be increased or decreased in the following applicable amount to reflect the Launch Support Services associated with the selected Launch Vehicle. Such increase or decrease shall be applied on a pro-rata basis to those Milestone payments specified in Exhibit E, Payment Plan and Termination Liability Schedule remaining to be paid as of the date of Purchaser's selection.

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**ARTICLE 13 - ORBITAL PERFORMANCE INCENTIVES**

13.1 General

Contractor may earn, and Purchaser shall pay, if earned, Orbital Performance Incentives with respect to the Satellite in the amounts set forth in Article 13.2. Contractor may earn and accrue the Orbital Performance Incentives over the Orbital Performance Incentive Period with respect thereto. All measurements, computations and analyses made pursuant to this Article 13 shall be made in accordance with good engineering practice applying standards generally applicable in the aerospace industry.

13.2 of Orbital Performance Incentives

Contractor shall be entitled to earn Orbital Performance Incentives ("OPI") in the cumulative amount of

over the Orbital Performance Incentive

Period

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**ARTICLE 16 – CHANGES**

**16.1 Change Orders**

Purchaser may, at any time between the EDC and the completion of this Contract, direct a change within the general scope of this Contract in drawings, designs, specifications, method of shipment or packing, quantities of items to be furnished, place of Delivery, issue stop-work orders

require additional Work, or direct the omission of Work.

In the event Purchaser directs a change, Contractor shall: (a) immediately proceed with the Work as changed; and (b) within thirty (30) days of Purchaser's direction, submit to Purchaser a written proposal of the effect of such a change on the Firm Fixed Price, specification, payment plan, time required for performance and/or other affected terms and conditions, including any effect (the "Proposal").

Prior to directing such change, Purchaser may issue a request to Contractor for a Proposal. Within thirty (30) days of receipt of such request for the Proposal, Contractor shall provide Purchaser with the Proposal.

If any change directed by Purchaser causes an increase or decrease in costs of, or the time required for, the performance of this Contract, and/or other terms and conditions, an equitable adjustment shall be made in the Firm Fixed Price, Delivery schedule, and/or other terms and conditions, this Contract shall be modified in writing accordingly.

If the cost of supplies or materials made obsolete or excess as a result of a change is included in Contractor's claim for adjustment, Purchaser shall have the right to prescribe the manner of disposition of such supplies

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or materials. If Purchaser directs the omission of Work and, as a result, it causes an increase in the cost of the remaining Work to be performed hereunder, such increase in cost shall constitute an allowable element of Contractor's claim for equitable adjustment.

Upon receipt of Contractor's Proposal, the Parties shall commence good faith negotiations concerning the appropriate equitable adjustment to the Contract. In the event that the Parties have not reached agreement on the amount and manner of Contractor's compensation within sixty (60) days of Purchaser's direction for change, Purchaser shall pay to Contractor the agreed-upon portions of the proposed changes to the Firm Fixed Price and the Payment Plan and Termination Liability Schedule, and, pending agreement or other resolution, deposit the balance of the amount set forth in the Proposal with a recognized escrow agent selected by Purchaser on standard terms. The Parties shall exert all good faith efforts to reach resolution of the appropriate equitable adjustment within (30) days after Purchaser makes such deposit into escrow.

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**SPACE SYSTEMS**  
**LORAL**

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**ARTICLE 21 - TERMINATION FOR CONVENIENCE**

21.1 Reimbursement of Contractor

21.1.1 Right to Terminate. Purchaser may terminate this Contract without cause, in whole or in part, upon giving Contractor written notice; provided, however, Purchaser may not terminate this Contract after Delivery of the Satellite in accordance with Article 3.2. Upon receipt of Purchaser's notice of termination for convenience, Contractor shall: (i) stop the terminated Work under this Contract; (ii) place no further orders or subcontracts for materials, services or facilities to the extent that they relate to the performance of the terminated Work; (iii) terminate orders and subcontracts to the extent that they relate to the performance of the terminated Work; and (iv) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.

21.1.2 Termination Liability.



21.1.3. Determination of Termination Liability.

21.2 Disposition of Work

At the time of payment by Purchaser to Contractor of the termination liability amounts due under this Article, subject to applicable U.S. Government export laws and license conditions, Purchaser may direct Contractor to transfer to Purchaser, in the manner and to the extent directed by Purchaser, title to and risk of loss and possession of any items comprising the Work terminated (including all Work-in-progress, parts and materials, all inventories, licenses, and associated warranties but not including any portion of the

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Work to which Contractor would not have otherwise been obligated to transfer title hereunder had the Contract been completed). Contractor shall, upon direction of Purchaser, protect and preserve property at Purchaser's expense in the possession of Contractor or its Subcontractors in which Purchaser has an interest and shall facilitate access to and possession by Purchaser of items comprising all or part of the Work terminated. Alternatively, Purchaser may request Contractor to make Reasonable Efforts to re-use or sell such items and, in the case of Work Contractor can re-use, Contractor shall remit the mutually agreed cost of all such items to Purchaser, and, in the case of sold items, remit any sales proceeds to Purchaser less a deduction for Actual Costs of disposition reasonably incurred.

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**ARTICLE 22 – LIQUIDATED DAMAGES**

**22.1 Liquidated Damages – Schedule/Delivery**

The Parties acknowledge and agree that failure to complete the Milestone listed below in this Article by the indicated date may cause substantial financial loss to Purchaser (the "Key Milestone Date"). The Parties further acknowledge and agree that the following liquidated damages represent a genuine and reasonable estimate of all losses that would be suffered by Purchaser by reason of any such delay (which losses would be difficult or impossible to calculate with certainty) in meeting the Key Milestone Date.

**22.1.1 Liquidated Damages**

A. In the event Contractor fails to meet the Key Milestone Date set forth below, as such

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Date may be adjusted in accordance with this Contract, Contractor shall pay Purchaser, as liquidated damages and not as a penalty,

the

following incremental amounts with the damages period beginning on the day after the applicable Key Milestone Date (as such Date may be adjusted in accordance with this Contract):

1. Key Milestone 1: Satellite Delivery – as of the date set forth in Article 3.1 (as such date may be adjusted in accordance with the Contract).

<b>Days Late</b>	<b>Daily Amount of Liquidated Damages</b>	<b>Period Total</b>	<b>Cumulative Total</b>

Any amounts due in accordance with this Article 22.1.2 A shall be, at Purchaser's election, either (i) credited to Purchaser against any outstanding or future invoices hereunder or (ii) paid by Contractor to Purchaser within thirty (30) days of issuance of an invoice from Purchaser. Purchaser's failure to invoice or offset shall not constitute a waiver by Purchaser with respect to any amount of liquidated damages due and owing hereunder.

22.2 Remedy

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**ARTICLE 23 – TERMINATION FOR DEFAULT**

23.1 Purchaser Rights of Termination

23.1.1 Right to Terminate.

Right to Terminate

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23.1.2 Termination Liability.

