

April 5, 2018

VIA ELECTRONIC FILING

Marlene H. Dortch Secretary Federal Communications Commission 445 Twelfth Street, S.W. Washington, DC 20554

Re: Modification of Grant of U.S. Market Access

File Nos. SAT-MOD-20160624-00060, SAT-AMD-20161115-00116, SAT-AMD-20170301-

00026, and SAT-AMD-20171109-00154

Dear Ms. Dortch:

The above-referenced Modification of Grant of U.S. Market Access authorizes O3b Limited ("O3b") to add 26 additional space stations to its constellation of 16 space stations. A condition of the authorization requires O3b to file with the FCC evidence that launch and space operations have been authorized under the UK's Outer Space Act.

In satisfaction of this condition for its upcoming launch of four additional satellites, O3b submits the attached four Space Activity Licenses ("Licenses") issued pursuant to the UK's Outer Space Act and dated 2 April 2019. O3b has redacted part of Section 6.2 of the Licenses because it contains commercially sensitive information relating to O3b's insurance.

Respectfully submitted,

/s/ Suzanne Malloy
Suzanne Malloy
Vice President, Regulatory Affairs
O3b Limited
1129 20th Street, NW #1000
Washington, D.C. 20036
(202) 813-4026

cc: Jose Albuquerque

Outer Space Act 1986

O3b M017

SPACE ACTIVITY LICENCE PROCURING A LAUNCH AND OPERATIONS

THE SECRETARY OF STATE FOR BUSINESS, ENERGY & INDUSTRIAL STRATEGY

and

O3B LIMITED

Licence granted under the Outer Space Act 1986, by

(1) The Secretary of State for Business, Energy & Industrial Strategy, acting through the UK Space Agency of Polaris House, North Star Avenue, Swindon, SN2 1SZ, an Executive Agency of the Department for Business, Energy & Industrial Strategy ("the Secretary of State")

to

(2) O3b Limited, a company incorporated in the Bailiwick of Jersey under no. 103709, whose registered office is at Floor 1, Liberation Station, Esplanade, St Helier Jersey JE2 3AS, Channel Islands, ("the Licensee").

Recitals

- (1) The Licensee wishes to carry out activities which require the grant of a licence pursuant to sections 4 and 5 of the Outer Space Act 1986.
- (2) The Licensee, being a person to which the Outer Space Act 1986 applies, by virtue of section 10 indemnifies Her Majesty's government in the United Kingdom against any claims brought against the government in respect of damage or loss arising out of activities carried on by the Licensee to which the Act applies.

1. Grant of Licence

- 1.1 In exercise of the powers conferred by the Act, the Secretary of State hereby GRANTS the Licensee a licence to carry out the Licensed Activities in relation to the Satellite subject to the following terms and Conditions.
- 1.2 The Licence is granted on the date stated at the head of this Licence but does not come into effect until Condition 3.1 has been complied with and the Effective Event takes place.
- 1.3 The grant of this Licence shall not be construed as a waiver by the Secretary of State of any failure on the part of the Licensee to comply with any Condition prior to date of grant.
- 1.4 The grant of this Licence does not in any way imply that the Secretary of State will grant the Licensee any further licence in respect of the Satellite or a licence in relation to any other space object for which the Licensee may seek a licence in the future.

2. <u>Interpretation, Etc.</u>

2.1 In this Licence:

- 2.1.1 "Act" means the Outer Space Act 1986 as modified by the Outer Space Act 1986 (Jersey) Order 1990;
- 2.1.2 "Condition" means any term or provision of this Licence;
- 2.1.3 "Effective Event" means the Launch;
- 2.1.4 "Insurance Policy" means the insurance policy certificate and the insurance policy documents containing all terms and conditions taken out by or on behalf of the Licensee to comply with the obligations imposed by this Licence and referred to in Condition 6.2:
- 2.1.5 "Launch" means the point in time when an electronic signal is sent to command the opening of any launcher first stage propellant valves;
- 2.1.6 "Licence" means this licence granted under Condition 1.1;
- 2.1.7 "Licensed Activities" means:
 - a) procuring from Arianespace, a company whose registered office is Boulevard de L'Europe B.P. 177,91006 Evry-Courcouronnes CEDEX, France, a service comprising the Launch and deployment into medium earth orbit of the Satellite; and
 - b) operation of the Satellite;
- 2.1.8 "Satellite" means the satellite known as O3b M017 (also known as FM17);
- 2.1.9 "Secretary of State" means the Secretary of State acting in his official capacity or through his officials as appropriate.
- 2.2 Except where the context otherwise requires, words and expressions used in this Licence have the same meaning as they have in the Act.
- 2.3 The Interpretation Act 1978 applies to this Licence as it applies to an Act of Parliament.
- 2.4 The recitals to this Licence are an integral part of this Licence.
- 3. Conditions Precedent
- 3.1 This Licence shall not come into effect unless:
 - 3.1.1 the Licensee has notified the Secretary of State of the proposed date and location of the Launch;

- 3.1.2 the Licensee has provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:
 - 3.1.2.1 calculated payload fairing impact points; and
 - 3.1.2.2 the basic parameters of the injection orbit and the planned operational orbit, including inclination, apogee and perigee of the Satellite;
- 3.1.3 the Secretary of State has agreed in writing to the matters referred to in Conditions 3.1.1 and 3.1.2;
- 3.1.4 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability;
- 3.1.5 the Licensee has provided the Secretary of State with the Insurance Policy taken out under Condition 3.1.4;
- 3.1.6 the Secretary of State has reviewed and agreed the Insurance Policy;
- 3.1.7 the Secretary of State has given prior written consent to any amendments to the Insurance Policy;
- 3.1.8 the Effective Event takes place before the first anniversary of the date of this Licence; and
- 3.1.9 there is in place a guarantee, duly executed and delivered as a deed, from the parent company of the Licensee SES.S.A (a company incorporated Luxembourg with registration number B 81267) whose registered office is at Chateau de Betzdorf, L-6815 Betzdorf, Luxembourg.

4. Conduct of Licensed Activities

- 4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:
 - 4.1.1 cause or in any way be party to any actions or defaults which may give rise to liabilities on the part of the United Kingdom under international law; or
 - 4.1.2 prejudice in any way the national security of the United Kingdom.

- 4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 3.1.2. and agreed pursuant to Condition 3.1.3.
- 4.3 The Licensee shall not, without the prior written approval of the Secretary of State which may include terms and conditions:
 - 4.3.1 physically dispose of the Satellite or of the payload (or any part thereof); or
 - 4.3.2 transfer the Licensed Activity of the operation of the Satellite to any other person in the United Kingdom or elsewhere.

4.4 The Licensee shall:

- 4.4.1 comply with such terms and conditions as may be contained in any prior written approval issued under Condition 4.3; and
- 4.4.2 notify the Secretary of State immediately if the Satellite becomes lost or destroyed.
- 4.5 The Licensee must demonstrate to the satisfaction of the Secretary of State that it maintains and will continue to maintain direct and effective control of the Satellite through a means deemed satisfactory to the Secretary of State.

5. Records and Inspection Etc

- 5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.
- 5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:
 - 5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;
 - 5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and
 - 5.2.3 such information as the Secretary of State may reasonably require to enable the Secretary of State to determine whether or not any other person is carrying on activities to which the Act applies.
- 5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records

in the possession, custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

- 5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.
- 5.5 The Licensee shall, if requested to do so, provide the Secretary of State with the necessary information, documents or records relating to the Licensed Activity of operating the Satellite as the Secretary of State may require to comply with the international obligations of the United Kingdom or to protect the national security of the United Kingdom.
- 5.6 The Secretary of State may take copies of any documents or records inspected under this Licence.
- 5.7 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

6. <u>Insurance</u>

- 6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.
- 6.2 Condition 3.1.4 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:



- 6.2.2 any subsequent renewal of the policies of insurance referred to in 6.2.1 which is approved with the written consent of the Secretary of State.
- 6.3 If the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 3.1.2, the Secretary of State may require the Licensee to make additional insurance arrangements to comply with Condition 6.1.

- 6.4 The Licensee shall provide a copy of the Insurance Policy to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy.
- 6.5 The Licensee agrees that the Secretary of State may at any time consult advisers on the Insurance Policy on a confidential basis either within Her Majesty's government or external to Her Majesty's government or both and the Licensee agrees that such advice may be sought by the Secretary of State without the need for the Secretary of State or such advisers to agree a non-disclosure agreement with the Licensee.
- 6.6 The Licensee shall not vary any provisions, terms and conditions of the Insurance Policy relating to the Licensed Activities or cancel the Insurance Policy without the prior written consent of the Secretary of State.
- 6.7 The Licensee shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the Insurance Policy.
- 6.8 The Licensee shall take all necessary action to ensure that the Insurance Policy provides the relevant cover, continues in force and is valid and enforceable, and the Licensee shall do nothing that would enable the insurer to avoid any such policy.

7. Additional Conditions

7.1 It is a Condition that:

- 7.1.1 the Licensee has full corporate power and has taken all necessary corporate action to enable it to perform its obligations under this Licence;
- 7.1.2 the Licensee's application for a licence, its carrying on of the Licensed Activities and the performance of its obligations under this Licence and the Act will not to the best of its knowledge, information and belief constitute any breach or default under or in respect of any contractual, governmental or public obligation binding upon it at the date of this Licence;
- 7.1.3 the Licensee is not engaged in any litigation or arbitration proceedings which might have a materially adverse effect upon its capacity or ability to perform its obligations under this Licensee and to the best of its knowledge, information and belief the Licensee has no cause to consider that any such legal or arbitration proceedings are about to commence; and
- 7.1.4 there continues to be in place a guarantee, duly executed and delivered, from the parent company of the Licensee SES.S.A (a company incorporated Luxembourg with registration number B 81267) whose registered office is at Chateau de Betzdorf, L-6815 Betzdorf, Luxembourg (or, if there is a change of ownership or control of the Licensee and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of State may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensee's obligations under this Licence and the Act.

- 7.2 The Licensee shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of the Secretary of State's functions under this Licence or the Act.
- 7.3 Where, as a result of a breach of a Condition by the Licensee, the Secretary of State incurs costs and expenses in connection with remedying the breach or enforcing compliance by the Licensee with the Condition, the Licensee shall indemnify the Secretary of State in respect of any such costs and expenses, including legal costs (calculated on a full indemnity basis), court costs, fees and expenses and all other professional costs, fees and expenses.
- 7.4 The Licensee shall be liable for the performance of its obligations under the Licence.
- 8. Term
- 8.1 The Licence shall terminate:
 - 8.1.1 when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State; or
 - 8.1.2 on revocation by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with).
- 8.2 The termination of this Licence for whatever reason shall not affect the obligations of the Licensee under its provisions.

Signed for and on behalf of the Secretary of State:	Signed for and on behalf of the Licensee:
Signed: PETER FINN	Name: Jon Leckie Company Secretary
Position: UKSA CHIEF OPERATING	Position:
AND FLAME OFFICE	

Outer Space Act 1986

O3b M018

SPACE ACTIVITY LICENCE PROCURING A LAUNCH AND OPERATIONS

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O3B LIMITED

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- 3.1.2 the Licensee has provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:
 - 3.1.2.1 calculated payload fairing impact points; and
 - 3.1.2.2 the basic parameters of the injection orbit and the planned operational orbit, including inclination, apogee and perigee of the Satellite;
- 3.1.3 the Secretary of State has agreed in writing to the matters referred to in Conditions 3.1.1 and 3.1.2;
- 3.1.4 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability;
- 3.1.5 the Licensee has provided the Secretary of State with the Insurance Policy taken out under Condition 3.1.4;
- 3.1.6 the Secretary of State has reviewed and agreed the Insurance Policy;
- 3.1.7 the Secretary of State has given prior written consent to any amendments to the Insurance Policy;
- 3.1.8 the Effective Event takes place before the first anniversary of the date of this Licence; and
- 3.1.9 there is in place a guarantee, duly executed and delivered as a deed, from the parent company of the Licensee SES.S.A (a company incorporated Luxembourg with registration number B 81267) whose registered office is at Chateau de Betzdorf, L-6815 Betzdorf, Luxembourg.

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 - 4.1.1 cause or in any way be party to any actions or defaults which may give rise to liabilities on the part of the United Kingdom under international law; or
 - 4.1.2 prejudice in any way the national security of the United Kingdom.

- 4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 3.1.2. and agreed pursuant to Condition 3.1.3.
- 4.3 The Licensee shall not, without the prior written approval of the Secretary of State which may include terms and conditions:
 - 4.3.1 physically dispose of the Satellite or of the payload (or any part thereof); or
 - 4.3.2 transfer the Licensed Activity of the operation of the Satellite to any other person in the United Kingdom or elsewhere.

4.4 The Licensee shall:

- 4.4.1 comply with such terms and conditions as may be contained in any prior written approval issued under Condition 4.3; and
- 4.4.2 notify the Secretary of State immediately if the Satellite becomes lost or destroyed.
- 4.5 The Licensee must demonstrate to the satisfaction of the Secretary of State that it maintains and will continue to maintain direct and effective control of the Satellite through a means deemed satisfactory to the Secretary of State.

Records and Inspection Etc

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- 5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:
 - 5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;
 - 5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and
 - 5.2.3 such information as the Secretary of State may reasonably require to enable the Secretary of State to determine whether or not any other person is carrying on activities to which the Act applies.
- 5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records

in the possession, custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

- 5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.
- 5.5 The Licensee shall, if requested to do so, provide the Secretary of State with the necessary information, documents or records relating to the Licensed Activity of operating the Satellite as the Secretary of State may require to comply with the international obligations of the United Kingdom or to protect the national security of the United Kingdom.
- 5.6 The Secretary of State may take copies of any documents or records inspected under this Licence.
- 5.7 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

6. <u>Insurance</u>

- 6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.
- 6.2 Condition 3.1.4 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:



- 6.2.2 any subsequent renewal of the policies of insurance referred to in 6.2.1 which is approved with the written consent of the Secretary of State.
- 6.3 If the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 3.1.2, the Secretary of State may require the Licensee to make additional insurance arrangements to comply with Condition 6.1.

- 6.4 The Licensee shall provide a copy of the Insurance Policy to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy.
- 6.5 The Licensee agrees that the Secretary of State may at any time consult advisers on the Insurance Policy on a confidential basis either within Her Majesty's government or external to Her Majesty's government or both and the Licensee agrees that such advice may be sought by the Secretary of State without the need for the Secretary of State or such advisers to agree a non-disclosure agreement with the Licensee.
- 6.6 The Licensee shall not vary any provisions, terms and conditions of the Insurance Policy relating to the Licensed Activities or cancel the Insurance Policy without the prior written consent of the Secretary of State.
- 6.7 The Licensee shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the Insurance Policy.
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7.1 It is a Condition that:

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- 7.1.3 the Licensee is not engaged in any litigation or arbitration proceedings which might have a materially adverse effect upon its capacity or ability to perform its obligations under this Licensee and to the best of its knowledge, information and belief the Licensee has no cause to consider that any such legal or arbitration proceedings are about to commence; and
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Signed for and on behalf of the Secretary of State:

Signed:

Name:

Signed:

Signed:

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Name:

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Position:

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Outer Space Act 1986

O3b M019

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- 3. <u>Conditions Precedent</u>
- 3.1 This Licence shall not come into effect unless:
 - 3.1.1 the Licensee has notified the Secretary of State of the proposed date and location of the Launch;

- 3.1.2 the Licensee has provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:
 - 3.1.2.1 calculated payload fairing impact points; and
 - 3.1.2.2 the basic parameters of the injection orbit and the planned operational orbit, including inclination, apogee and perigee of the Satellite;
- 3.1.3 the Secretary of State has agreed in writing to the matters referred to in Conditions 3.1.1 and 3.1.2;
- 3.1.4 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability;
- 3.1.5 the Licensee has provided the Secretary of State with the Insurance Policy taken out under Condition 3.1.4;
- 3.1.6 the Secretary of State has reviewed and agreed the Insurance Policy;
- 3.1.7 the Secretary of State has given prior written consent to any amendments to the Insurance Policy;
- 3.1.8 the Effective Event takes place before the first anniversary of the date of this Licence; and
- 3.1.9 there is in place a guarantee, duly executed and delivered as a deed, from the parent company of the Licensee SES.S.A (a company incorporated Luxembourg with registration number B 81267) whose registered office is at Chateau de Betzdorf, L-6815 Betzdorf, Luxembourg.

4. Conduct of Licensed Activities

- 4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:
 - 4.1.1 cause or in any way be party to any actions or defaults which may give rise to liabilities on the part of the United Kingdom under international law; or
 - 4.1.2 prejudice in any way the national security of the United Kingdom.

- 4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 3.1.2. and agreed pursuant to Condition 3.1.3.
- 4.3 The Licensee shall not, without the prior written approval of the Secretary of State which may include terms and conditions:
 - 4.3.1 physically dispose of the Satellite or of the payload (or any part thereof); or
 - 4.3.2 transfer the Licensed Activity of the operation of the Satellite to any other person in the United Kingdom or elsewhere.

4.4 The Licensee shall:

- 4.4.1 comply with such terms and conditions as may be contained in any prior written approval issued under Condition 4.3; and
- 4.4.2 notify the Secretary of State immediately if the Satellite becomes lost or destroyed.
- 4.5 The Licensee must demonstrate to the satisfaction of the Secretary of State that it maintains and will continue to maintain direct and effective control of the Satellite through a means deemed satisfactory to the Secretary of State.

5. Records and Inspection Etc

- 5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.
- 5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:
 - 5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;
 - 5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and
 - 5.2.3 such information as the Secretary of State may reasonably require to enable the Secretary of State to determine whether or not any other person is carrying on activities to which the Act applies.
- 5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records

in the possession, custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

- 5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.
- 5.5 The Licensee shall, if requested to do so, provide the Secretary of State with the necessary information, documents or records relating to the Licensed Activity of operating the Satellite as the Secretary of State may require to comply with the international obligations of the United Kingdom or to protect the national security of the United Kingdom.
- 5.6 The Secretary of State may take copies of any documents or records inspected under this Licence.
- 5.7 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

6. <u>Insurance</u>

- 6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.
- 6.2 Condition 3.1.4 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:



- 6.2.2 any subsequent renewal of the policies of insurance referred to in 6.2.1 which is approved with the written consent of the Secretary of State.
- 6.3 If the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 3.1.2, the Secretary of State may require the Licensee to make additional insurance arrangements to comply with Condition 6.1.

- 6.4 The Licensee shall provide a copy of the Insurance Policy to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy.
- 6.5 The Licensee agrees that the Secretary of State may at any time consult advisers on the Insurance Policy on a confidential basis either within Her Majesty's government or external to Her Majesty's government or both and the Licensee agrees that such advice may be sought by the Secretary of State without the need for the Secretary of State or such advisers to agree a non-disclosure agreement with the Licensee.
- 6.6 The Licensee shall not vary any provisions, terms and conditions of the Insurance Policy relating to the Licensed Activities or cancel the Insurance Policy without the prior written consent of the Secretary of State.
- 6.7 The Licensee shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the Insurance Policy.
- 6.8 The Licensee shall take all necessary action to ensure that the Insurance Policy provides the relevant cover, continues in force and is valid and enforceable, and the Licensee shall do nothing that would enable the insurer to avoid any such policy.

7. Additional Conditions

7.1 It is a Condition that:

- 7.1.1 the Licensee has full corporate power and has taken all necessary corporate action to enable it to perform its obligations under this Licence;
- 7.1.2 the Licensee's application for a licence, its carrying on of the Licensed Activities and the performance of its obligations under this Licence and the Act will not to the best of its knowledge, information and belief constitute any breach or default under or in respect of any contractual, governmental or public obligation binding upon it at the date of this Licence;
- 7.1.3 the Licensee is not engaged in any litigation or arbitration proceedings which might have a materially adverse effect upon its capacity or ability to perform its obligations under this Licensee and to the best of its knowledge, information and belief the Licensee has no cause to consider that any such legal or arbitration proceedings are about to commence; and
- 7.1.4 there continues to be in place a guarantee, duly executed and delivered, from the parent company of the Licensee SES.S.A (a company incorporated Luxembourg with registration number B 81267) whose registered office is at Chateau de Betzdorf, L-6815 Betzdorf, Luxembourg (or, if there is a change of ownership or control of the Licensee and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of State may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensee's obligations under this Licence and the Act.

- 7.2 The Licensee shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of the Secretary of State's functions under this Licence or the Act.
- 7.3 Where, as a result of a breach of a Condition by the Licensee, the Secretary of State incurs costs and expenses in connection with remedying the breach or enforcing compliance by the Licensee with the Condition, the Licensee shall indemnify the Secretary of State in respect of any such costs and expenses, including legal costs (calculated on a full indemnity basis), court costs, fees and expenses and all other professional costs, fees and expenses.
- 7.4 The Licensee shall be liable for the performance of its obligations under the Licence.
- 8. Term
- 8.1 The Licence shall terminate:
 - 8.1.1 when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State; or
 - 8.1.2 on revocation by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with).
- 8.2 The termination of this Licence for whatever reason shall not affect the obligations of the Licensee under its provisions.

Signed for and on behalf of the Secretary of State:	Signed for and on behalf of the Licensee:
Signed: PETER FINN	Signed: Jon Leckie Company Secretary
Position: UICSA CHIEF OPERATING	Position:
AWD CHANG OFFILM	

Outer Space Act 1986

O3b M020

SPACE ACTIVITY LICENCE PROCURING A LAUNCH AND OPERATIONS

THE SECRETARY OF STATE FOR BUSINESS, ENERGY & INDUSTRIAL STRATEGY

and

O3B LIMITED

Licence granted under the Outer Space Act 1986, by

(1) The Secretary of State for Business, Energy & Industrial Strategy, acting through the UK Space Agency of Polaris House, North Star Avenue, Swindon, SN2 1SZ, an Executive Agency of the Department for Business, Energy & Industrial Strategy ("the Secretary of State")

to

(2) O3b Limited, a company incorporated in the Bailiwick of Jersey under no. 103709, whose registered office is at Floor 1, Liberation Station, Esplanade, St Helier Jersey JE2 3AS, Channel Islands, ("the Licensee").

Recitals

- (1) The Licensee wishes to carry out activities which require the grant of a licence pursuant to sections 4 and 5 of the Outer Space Act 1986.
- (2) The Licensee, being a person to which the Outer Space Act 1986 applies, by virtue of section 10 indemnifies Her Majesty's government in the United Kingdom against any claims brought against the government in respect of damage or loss arising out of activities carried on by the Licensee to which the Act applies.

1. Grant of Licence

- 1.1 In exercise of the powers conferred by the Act, the Secretary of State hereby GRANTS the Licensee a licence to carry out the Licensed Activities in relation to the Satellite subject to the following terms and Conditions.
- 1.2 The Licence is granted on the date stated at the head of this Licence but does not come into effect until Condition 3.1 has been complied with and the Effective Event takes place.
- 1.3 The grant of this Licence shall not be construed as a waiver by the Secretary of State of any failure on the part of the Licensee to comply with any Condition prior to date of grant.
- 1.4 The grant of this Licence does not in any way imply that the Secretary of State will grant the Licensee any further licence in respect of the Satellite or a licence in relation to any other space object for which the Licensee may seek a licence in the future.

2. Interpretation, Etc.

2.1 In this Licence:

- 2.1.1 "Act" means the Outer Space Act 1986 as modified by the Outer Space Act 1986 (Jersey) Order 1990;
- 2.1.2 "Condition" means any term or provision of this Licence;
- 2.1.3 "Effective Event" means the Launch:
- 2.1.4 "Insurance Policy" means the insurance policy certificate and the insurance policy documents containing all terms and conditions taken out by or on behalf of the Licensee to comply with the obligations imposed by this Licence and referred to in Condition 6.2;
- 2.1.5 "Launch" means the point in time when an electronic signal is sent to command the opening of any launcher first stage propellant valves;
- 2.1.6 "Licence" means this licence granted under Condition 1.1;
- 2.1.7 "Licensed Activities" means:
 - a) procuring from Arianespace, a company whose registered office is Boulevard de L'Europe B.P. 177,91006 Evry-Courcouronnes CEDEX, France, a service comprising the Launch and deployment into medium earth orbit of the Satellite; and
 - b) operation of the Satellite;
- 2.1.8 "Satellite" means the satellite known as O3b M020 (also known as FM20);
- 2.1.9 "Secretary of State" means the Secretary of State acting in his official capacity or through his officials as appropriate.
- 2.2 Except where the context otherwise requires, words and expressions used in this Licence have the same meaning as they have in the Act.
- 2.3 The Interpretation Act 1978 applies to this Licence as it applies to an Act of Parliament.
- 2.4 The recitals to this Licence are an integral part of this Licence.
- 3. <u>Conditions Precedent</u>
- 3.1 This Licence shall not come into effect unless:
 - 3.1.1 the Licensee has notified the Secretary of State of the proposed date and location of the Launch;

- 3.1.2 the Licensee has provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:
 - 3.1.2.1 calculated payload fairing impact points; and
 - 3.1.2.2 the basic parameters of the injection orbit and the planned operational orbit, including inclination, apogee and perigee of the Satellite;
- 3.1.3 the Secretary of State has agreed in writing to the matters referred to in Conditions 3.1.1 and 3.1.2;
- 3.1.4 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability;
- 3.1.5 the Licensee has provided the Secretary of State with the Insurance Policy taken out under Condition 3.1.4;
- 3.1.6 the Secretary of State has reviewed and agreed the Insurance Policy;
- 3.1.7 the Secretary of State has given prior written consent to any amendments to the Insurance Policy;
- 3.1.8 the Effective Event takes place before the first anniversary of the date of this Licence; and
- 3.1.9 there is in place a guarantee, duly executed and delivered as a deed, from the parent company of the Licensee SES.S.A (a company incorporated Luxembourg with registration number B 81267) whose registered office is at Chateau de Betzdorf, L-6815 Betzdorf, Luxembourg.

4. Conduct of Licensed Activities

- 4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:
 - 4.1.1 cause or in any way be party to any actions or defaults which may give rise to liabilities on the part of the United Kingdom under international law; or
 - 4.1.2 prejudice in any way the national security of the United Kingdom.

- 4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 3.1.2. and agreed pursuant to Condition 3.1.3.
- 4.3 The Licensee shall not, without the prior written approval of the Secretary of State which may include terms and conditions:
 - 4.3.1 physically dispose of the Satellite or of the payload (or any part thereof); or
 - 4.3.2 transfer the Licensed Activity of the operation of the Satellite to any other person in the United Kingdom or elsewhere.

4.4 The Licensee shall:

- 4.4.1 comply with such terms and conditions as may be contained in any prior written approval issued under Condition 4.3; and
- 4.4.2 notify the Secretary of State immediately if the Satellite becomes lost or destroyed.
- 4.5 The Licensee must demonstrate to the satisfaction of the Secretary of State that it maintains and will continue to maintain direct and effective control of the Satellite through a means deemed satisfactory to the Secretary of State.

Records and Inspection Etc

- 5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.
- 5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:
 - 5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;
 - 5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and
 - 5.2.3 such information as the Secretary of State may reasonably require to enable the Secretary of State to determine whether or not any other person is carrying on activities to which the Act applies.
- 5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records

in the possession, custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

- 5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.
- 5.5 The Licensee shall, if requested to do so, provide the Secretary of State with the necessary information, documents or records relating to the Licensed Activity of operating the Satellite as the Secretary of State may require to comply with the international obligations of the United Kingdom or to protect the national security of the United Kingdom.
- 5.6 The Secretary of State may take copies of any documents or records inspected under this Licence.
- 5.7 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

6. Insurance

- 6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.
- 6.2 Condition 3.1.4 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:



- 6.2.2 any subsequent renewal of the policies of insurance referred to in 6.2.1 which is approved with the written consent of the Secretary of State.
- 6.3 If the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 3.1.2, the Secretary of State may require the Licensee to make additional insurance arrangements to comply with Condition 6.1.

- 6.4 The Licensee shall provide a copy of the Insurance Policy to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy.
- 6.5 The Licensee agrees that the Secretary of State may at any time consult advisers on the Insurance Policy on a confidential basis either within Her Majesty's government or external to Her Majesty's government or both and the Licensee agrees that such advice may be sought by the Secretary of State without the need for the Secretary of State or such advisers to agree a non-disclosure agreement with the Licensee.
- 6.6 The Licensee shall not vary any provisions, terms and conditions of the Insurance Policy relating to the Licensed Activities or cancel the Insurance Policy without the prior written consent of the Secretary of State.
- 6.7 The Licensee shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the Insurance Policy.
- 6.8 The Licensee shall take all necessary action to ensure that the Insurance Policy provides the relevant cover, continues in force and is valid and enforceable, and the Licensee shall do nothing that would enable the insurer to avoid any such policy.

7. Additional Conditions

7.1 It is a Condition that:

- 7.1.1 the Licensee has full corporate power and has taken all necessary corporate action to enable it to perform its obligations under this Licence;
- 7.1.2 the Licensee's application for a licence, its carrying on of the Licensed Activities and the performance of its obligations under this Licence and the Act will not to the best of its knowledge, information and belief constitute any breach or default under or in respect of any contractual, governmental or public obligation binding upon it at the date of this Licence;
- 7.1.3 the Licensee is not engaged in any litigation or arbitration proceedings which might have a materially adverse effect upon its capacity or ability to perform its obligations under this Licensee and to the best of its knowledge, information and belief the Licensee has no cause to consider that any such legal or arbitration proceedings are about to commence; and
- 7.1.4 there continues to be in place a guarantee, duly executed and delivered, from the parent company of the Licensee SES.S.A (a company incorporated Luxembourg with registration number B 81267) whose registered office is at Chateau de Betzdorf, L-6815 Betzdorf, Luxembourg (or, if there is a change of ownership or control of the Licensee and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of State may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensee's obligations under this Licence and the Act.

- 7.2 The Licensee shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of the Secretary of State's functions under this Licence or the Act.
- 7.3 Where, as a result of a breach of a Condition by the Licensee, the Secretary of State incurs costs and expenses in connection with remedying the breach or enforcing compliance by the Licensee with the Condition, the Licensee shall indemnify the Secretary of State in respect of any such costs and expenses, including legal costs (calculated on a full indemnity basis), court costs, fees and expenses and all other professional costs, fees and expenses.
- 7.4 The Licensee shall be liable for the performance of its obligations under the Licence.
- 8. Term
- The Licence shall terminate: 8.1
 - 8.1.1 when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State; or
 - 8.1.2 on revocation by the Secretary of State under the Act (inter alia, because it appears to him that a Condition has not been complied with).
- The termination of this Licence for whatever reason shall not affect the 8.2 obligations of the Licensee under its provisions.

Signed for and on behalf of the Secretary of State:

Position: UICSA CHIEF OPERATING

AND FINANCE OFFICER.

Signed for and on behalf of the Licensee:

Signed:

Name:

Position: