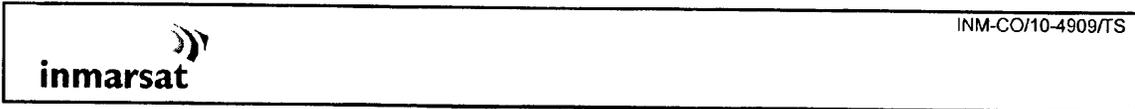




INM-CO/10-4909/TS

**CONTRACT  
FOR THE PURCHASE OF THE  
INMARSAT 5 SPACECRAFT  
BETWEEN  
INMARSAT AG  
AND  
BOEING SATELLITE SYSTEMS INTERNATIONAL, INC.**

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**CONTRACT FOR PURCHASE OF THE INMARSAT-5 SPACECRAFT**

**Table of Contents**

<u>Article</u>	<u>Title</u>	<u>Page</u>
Article 1	Definitions .....	1
Article 2	Scope of Work .....	4
Article 3	Contractor Deliverables .....	4
Article 4	Performance Schedule .....	4
Article 5	Prices .....	4
Article 6	Taxes and Duties .....	5
Article 7	Payment Terms.....	6
Article 8	Access to Work in Progress.....	7
Article 9	Final Acceptance .....	9
Article 10	Title and Assumption of Risk .....	10
Article 11	Warranty.....	11
Article 12	Inmarsat's Rights in Intellectual Property .....	12
Article 13	Industrial and Intellectual Property Rights Indemnity.....	15
Article 14	Loss and Damage Indemnity.....	16
Article 15	Disclaimer of Liability at Launch Site.....	18
Article 16	Consequences of Force Majeure .....	18
Article 17	Governmental Authorisations .....	19
Article 18	Remedies for Late Delivery .....	21
Article 19		
Article 20	Spacecraft Performance Incentives.....	24
Article 21		
Article 22	Termination in Special Circumstances .....	28
Article 23	Inmarsat's Other Remedies for Breach .....	28
Article 24	Contractor's Remedies for Breach.....	32
Article 25	Termination for Convenience .....	32
Article 26	Key Personnel.....	34
Article 27	Key Subcontractors .....	34
Article 28	Selection of Subcontractors and Suppliers.....	35

	INM-CO/10-4909/TS
---	-------------------

Article 29	Examination of Technical Annexes .....	35
Article 30	Changes .....	35
Article 31	Options .....	38
Article 32	Option to Store Spacecraft .....	39
Article 33	Applicable Law .....	41
Article 34	Dispute Resolution .....	42
Article 35	Assignment.....	44
Article 36	Confidentiality.....	45
Article 37	Public Release of Information.....	46
Article 38	Communications.....	47
Article 39	Responsible Officers or Authorised Representatives .....	48
Article 40	Time Limits .....	48
Article 41	Order of Precedence .....	48
Article 42	Entire Agreement .....	49
Article 43	Limitation of Liability .....	49
Article 44	Ex-Im Financing .....	50
Article 45	Launch Vehicle Compatibility .....	50
Article 46	Customer Responsibilities and Customer Furnished Items.....	51
Appendix 1:	Contract Change Notice.....	52
Appendix 2:	Request for Deviation/Waiver .....	56
Appendix 3:	Not Used.....	58
Appendix 4:	Terminated Ignition Provisions.....	59

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**Annexes**

- A. Statement of Work
- B. Specification and Operational Requirements
- C. Performance Algorithm
- D. Integration and Testing
- E. Product Assurance
- F. Radiation Environment
- G. Shipping and Storage
- H. Key Personnel
- I. Key Subcontractors
- J. Governmental Authorisations
- K. Price Breakdown
- L. Payment Plan
- M. Termination Profile

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This is a Contract between Boeing Satellite Systems International, Inc. (hereinafter referred to as the "Contractor"), a company established under the laws of State of Delaware, with its offices in El Segundo, California, U.S.A., and Inmarsat AG, a limited liability company established under the laws of Switzerland (hereinafter referred to as "Inmarsat"), with its registered office at c/o Klauser & Partner AG, Pestalozzistrasse 2, CH-8201 Schaffhausen.

The Effective Date of this Contract (EDC) is 5 August 2010.

### Article 1 Definitions

- A. "Background Data" means Technical Data and Information generated prior to or apart from this Contract or any Subcontract but directly utilised in the execution of the Work performed under this Contract or any Subcontract and necessary for the operation, use, repair, or maintenance of any product actually delivered under this Contract.
- B. "Background Invention" means any invention, discovery, improvement, or innovation of more than a trifling or routine nature, whether or not patentable, generated prior to or apart from this Contract or any Subcontract but directly utilised in the execution of the Work performed under this Contract or any Subcontract and necessary for the use, repair or maintenance of any product actually delivered under this Contract.
- C. "Contract Price" shall be as identified in Article 5, entitled **Prices** and is inclusive of performance incentives.
- D. "Combined Mass" means the aggregate of the Dry Mass, the Spacecraft propellant load and the applicable Launch Vehicle adapter. The propellant load shall be commensurate with the baseline Orbital Requirements defined in Annex B, Section 2.2 and the Launch Requirements given in Annex B, Section 2.3.
- E. "Consent To Fuel Review" means that review defined in Section 7.4.4 of Annex A, entitled **Statement of Work**.
- F. "Contractor Group Company" means the Contractor or the Contractor's direct and indirect parent companies, Boeing Satellite Systems, Inc. and The Boeing Company and its wholly-owned subsidiaries, but does not include Boeing Commercial Airplanes.
- G. "Deliverable Data" means any Technical Data and Information identified in Appendix 3 of Annex A hereto, entitled **Statement of Work**, as being deliverable by the Contractor under this Contract.
- H. "Dry Mass" means the total mass of the Spacecraft as specified in Annex B, Section 2.5.1, exclusive of Launch Vehicle adapter.

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- I. "Ex-Im Financing" shall mean the provision of funds to or on behalf of Inmarsat from the Export-Import Bank of the United States for approximately 80-85% of the Contract Price for the Inmarsat 5 Spacecraft Program.
- J. "Final Acceptance" shall be as defined in Article 9, entitled **Final Acceptance**.
- K. "Force Majeure" means an event, including but not limited to an act of God, unusually severe weather, earthquake, fire, flood, war, an act of any Government in its sovereign capacity (other than in relation to import or export licences), a nuclear incident, terrorist acts, strikes (provided that Contractor does not plan for a strike(s) with the intent of delaying performance of the Contract) or national or regional freight embargoes, which in every case is not reasonably foreseeable and is beyond the reasonable control and without the fault or negligence of the party affected. For the purpose of this definition of Force Majeure, the term "Contractor" shall mean the Contractor and any Subcontractor, who is the only source for components or a provider of long-lead items. A Subcontractor general recall of parts that affects the Work shall also constitute a Force Majeure event.
- L. "Foreground Data" means any Technical Data and Information generated in the performance of the Work under this Contract or any Subcontract .
- M. "Foreground Invention" means any invention, discovery, improvement, or innovation of more than a trifling or routine nature, whether or not patentable, generated in the performance of the Work under this Contract or any Subcontract.
- N. "Indemnitee" shall include Inmarsat, its holding company, any subsequent owner or lessee of the Spacecrafts, and the officers, employees, agents, or subsidiaries of any of them.
- O. "Inmarsat Purposes" means the use of Technical Data and Information in connection with the design, development, construction, establishment, operation and maintenance of equipment and components for use in connection with the Inmarsat space segment or any earth station which operates or will operate in conjunction therewith.
- P. "Intentional Ignition" means, a) for the purpose of Ariane 5, the ignition for the purposes of Launch of the Vulcan engine of the Launch Vehicle that has been integrated with the Spacecraft b) for the purpose of Proton/Breeze M, the point in time during the launch countdown sequence when the engine start command is issued causing the ignition of the first-stage engine(s) of the Launch Vehicle that has been integrated with the Satellite and c) for the purpose of other launchers means the ignition of the first stage engine(s) of the Launch Vehicle that has been integrated with the Spacecraft as may be more particularly described in the relevant launch services contract with Inmarsat. Intentional Ignition can be followed by either (i) Launch or (ii) Terminated Ignition. This definition may be revised to conform with the definition of Intentional Ignition contained in the launch services contract, subject to Article 30 Changes.

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- Q. "Launch" means Intentional Ignition followed by either (i) physical separation from the Launch pad and the ground support equipment or (ii) total loss or destruction of the Spacecraft and/or the Launch Vehicle. This definition may be revised to conform with the definition of Launch contained in the launch services contract, subject to Article 30 Changes.
- R. "Launch Vehicle" means a launch vehicle designated by Inmarsat with respect to each Spacecraft pursuant to Appendix 1 of Annex A and Section 2.3.1. Annex B or, as the context so requires, pursuant to Paragraphs D and E of Article 18 hereof, entitled **Remedies for Late Delivery**, or Paragraph D of Article 19 hereof, entitled **Remedies for Exceeding Specified Mass**.
- S. "Orbital Life" is defined in Section 2.2.2 of Annex B.
- T. "Pre-Shipment Review" means that review defined in Section 7.4.3 of Annex A, entitled **Statement of Work**.
- U. "Satisfactory Operation" means that the available data demonstrates that the Spacecrafts meets all of the requirements in Annex B, entitled **Specifications and Operational Requirements**.
- V. "Software" means those computer programmes deliverable under this Contract together with any documentation related thereto.
- W. "Spacecraft" means all of the flight equipment and services necessary to meet the requirements in Annex B, including integration and compatibility with the Launch Vehicle.
- X. "Subcontract" and "Subcontractor" means any subcontract or subcontractor of the Contractor of any tier under the Contractor. For the avoidance of doubt, the term "Subcontractor" also includes suppliers.
- Y. "Successful Injection" means injection into geosynchronous transfer orbit such that there is no damage to the Spacecraft resulting from Launch Vehicle malfunction; at the time of separation from the Launch Vehicle, the elements of the orbit and the Spacecraft orientation are within the limits specified by the Launch Vehicle agency; and the station keeping parameters upon achieving geosynchronous orbit are within the limits specified in Annex B.
- Z. "Technical Data and Information" includes, but not by way of limitation, technical writings, sound recordings, computer programmes, pictorial reproductions, drawings, and other graphic representations and works of similar nature, and any other data necessary to enable the manufacture of any item or the practice of any process manufactured or practised pursuant to this Contract or the performance of any Work under this Contract or the use, repair or maintenance of any item delivered under this Contract, whether or not copyrighted, to the extent that the same are of the type customarily retained in the normal course of business. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

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- AA. "Terminated Ignition" means that point in time when, following Intentional Ignition, all the first stage engines of the Launch Vehicle are shut down, purposely or accidentally, prior to Launch and the launch pad is officially declared safe by the Launch Vehicle agency. This definition may be revised to conform with the definition of Terminated Ignition contained in the launch services contract, subject to Article 30 Changes.
- BB. "Work" means all of the activities required to be performed by the Contractor pursuant to Annex A including but not limited to the Spacecrafts and all labour, services, acts, tests, items, materials, data, documentation, equipment and any and all other matters and things to be furnished hereunder and all rights to be transferred under this Contract.

## Article 2 Scope of Work

- A. The Contractor shall provide the Work including three (3) Spacecraft, and options for a further two (2) Spacecraft all in accordance with the terms and conditions of this Contract, including its Annexes.

## Article 3 Contractor Deliverables

- A. The Work to be delivered by the Contractor, the delivery locations, and the mode of delivery are specified in Appendix 3 of Annex A hereto, entitled **Statement of Work**. Subject to Inmarsat's prior written consent, such consent not to be unreasonably withheld, the Spacecraft shall be interchangeable for purposes of delivery, provided that any remaining protoflight testing program for Flight Model 1 (F1) is completed on the flight model Spacecraft F2 or F3, whichever Spacecraft is delivered first.
- B. The documentation to be delivered by the Contractor is specified in Annex A hereto, entitled **Statement of Work**. All such documentation is to be delivered to the delivery locations specified in Annex A hereto, entitled **Statement of Work**, by electronic transmission, air mail, or surface mail, as provided in Annex A.

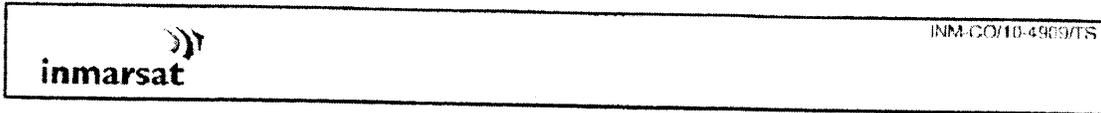
## Article 4 Performance Schedule

- A. All Work shall be performed in accordance with the summary programme schedule referred to in Section 3.1. of Annex A hereto, entitled **Statement of Work**. Deliverables shall be delivered in accordance with the delivery times specified in Section 3 of Annex A.

## Article 5 Prices

- A. The prices for all Work are specified in Annex K hereto, entitled **Price Breakdown**. These prices are inclusive of all transportation and transport insurance, associated with import or export, and other charges related to delivery of items identified in Section 3 of Annex A hereto, entitled **Statement of Work**, or associated with the

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use of any items identified in Annex A. They also include all taxes, duties, and similar liabilities, EXCEPT as otherwise indicated in Paragraphs A, C and D of Article 6 hereof, entitled **Taxes and Duties**. All prices are firm, fixed and not subject to adjustment due to changes in economic conditions.

- B. The prices referred to in Paragraph A of this Article include compatibility with the Launch Vehicles described in Annex A hereto, entitled **Statement of Work**. At the time Inmarsat designates one or more Launch Vehicles with respect to a Spacecraft pursuant to Section 3.2 of Annex A and Section 2.3.1 of Annex B, the price for that Spacecraft will be adjusted in accordance with the provisions of Annex K.
- C. The prices shall be payable in accordance with Article 7 hereof, entitled **Payment Terms**. Payment shall be subject to Article 9 hereof, entitled **Final Acceptance**, and Article 20 hereof, entitled **Spacecraft Performance Incentives**.

**Article 6 Taxes and Duties**

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## Article 7 Payment Terms

### A. Milestone Payments

1. The prices referred to in Article 5 hereof, entitled **Prices**, shall be paid by Inmarsat in accordance with Annex L hereto, entitled **Payment Plan**, and with the terms of this Article.
2. With respect to each milestone payment specified in Annex L, the Contractor shall submit an invoice to Inmarsat when the corresponding milestone event has been completed. Each invoice shall contain or be accompanied by a written certification from the Contractor that the milestone event has been completed.
3. Inmarsat shall pay each amount within sixty (60) days after Inmarsat receives the invoice and certification, PROVIDED that, if Inmarsat determines that the requirements for such milestone event have not been fulfilled (subject to paragraph 5 below), and if Inmarsat gives the Contractor written notice specifying such non-fulfilment within fifteen (15) days after receipt of the certification, the applicable payment shall not be made until within sixty (60) days after Inmarsat has determined that the requirements for such milestone event have been fulfilled.
4. All invoices shall be submitted in electronic format followed by an original and one (1) copy marked for the attention of the responsible officer identified in Article 39 hereof, entitled **Responsible Officers or Authorised Representatives**. Any taxes and duties shall be separately identified.
5. The Contractor shall have no right to obtain partial payment for milestone events that are not completely fulfilled. Inmarsat shall not withhold payment of a milestone for minor non conformances which the Contractor can demonstrate will have no or only a minor adverse effect on the performance of the item concerned. The Contractor shall correct such non conformance as soon as possible.
6. If the Contractor fulfils any milestone event earlier than the time specified therefor in Annex L, Inmarsat shall not be required to make the corresponding milestone payment but may elect to do so if the programme schedule is enhanced by the early fulfilment of the milestone event.
7. Nothing herein prohibits the Contractor from issuing invoices in respect of and being paid for milestone events fulfilled out of sequence with the payment plan identified in Annex L.

### B. Other Payments By Either Party

With respect to any other amount payable under this Contract, the party entitled to payment shall make written demand therefore, or shall submit an invoice if so requested by the payor, after such entitlement becomes established, and the payor

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shall make payment within thirty (30) days after receipt of the written demand or invoice.

**C. Manner of Payment**

Any payment shall be deemed to have been made when credit for the payable amount is established in the payee's designated bank account, in the applicable currency specified for such payment in this Contract.

**E. Payment Offset**

Inmarsat shall have the right to offset monies due to the Contractor under this Contract against sums due to Inmarsat under this Contract. Inmarsat shall give as much notice as practical of any proposed offset.

**Article 8 Access to Work in Progress**

- A. This Article shall be subject to applicable laws and regulations relating to disclosure and use of technical information and information to which Inmarsat has access under this Article shall be subject to the provisions of Article 12 hereof, entitled **Inmarsat's Rights in Intellectual Property**, and Article 36 hereof, entitled **Confidentiality**.
- B. The Contractor shall provide for review meetings with Inmarsat, and submit reports and documentation, in accordance with Annex A hereto, entitled **Statement of Work**. Any approvals granted by Inmarsat at a design review or other review meetings, or with respect to any documentation, shall not relieve the Contractor from responsibility and shall be without prejudice to Inmarsat's rights under this Contract in the event that any deliverable items do not satisfy the requirements of this Contract.
- C. Inmarsat shall have the right, at all reasonable times during the performance of this Contract, subject to reasonable notice to the Contractor and to any applicable security regulations of the Contractor and its Subcontractors, to monitor the Work in progress at the plants of the Contractor and its Subcontractors or other relevant locations, including, but without limitation to:
1. Access to all design, development, and manufacturing activities, including development and engineering model testing; and
  2. In accordance with Annex D hereto, entitled **Integration and Testing**, the right to witness all qualification, protoflight, and acceptance testing of all deliverable

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equipment, including development tests used for the purpose of demonstrating qualification.

- D. If Inmarsat determines that any of the Work will not conform to the requirements of this Contract, Inmarsat shall promptly notify the Contractor of the particulars, and the Contractor shall promptly make the necessary corrections at its own cost. The decision as to how to make the corrections shall be in the Contractor's discretion, but shall require consultation with Inmarsat. If the Contractor fails to make such corrections promptly, and to Inmarsat's reasonable satisfaction, the remedies in Paragraph C of Article 23 hereof, entitled **Inmarsat's Other Remedies for Breach**, shall apply. Nothing in this paragraph shall relieve the Contractor from its obligation to comply with the delivery schedule referred to in Article 4 hereof, entitled **Performance Schedule**. Moreover, any failure of Inmarsat to detect deficiencies while monitoring and inspecting Work in progress shall be without prejudice to Inmarsat's right to notify the Contractor of such deficiencies pursuant to Article 9 hereof, entitled **Final Acceptance**.
- E. During the period of performance of the Work, all documentation and data relating thereto shall, upon Inmarsat's request and at Inmarsat's election, be made available for inspection and copying at the plants of the Contractor and its Subcontractors, or be provided to Inmarsat. With respect to any such documentation and data other than Deliverable Data, the reasonable costs of copying or delivery shall be reimbursed by Inmarsat. For a period of three (3) years after termination or expiration of this Contract, to the extent that such documentation and data is of a type normally retained by the Contractor and its Subcontractors, it shall continue to be available under the same terms and conditions.
- F. The provisions of this Article shall also apply to the design, manufacturing, and test history of other programmes in the heritage of the Spacecraft, EXCEPT to the extent that any of these provisions would violate contracts between the Contractor or its Subcontractors and the customers of such other programmes.
- G. Subject to reasonable arrangements to ensure confidential treatment of proprietary information and to the provision below, the same rights of access granted to Inmarsat in this Article shall be granted to any technical consultants working for Inmarsat in connection with this Contract or projects related to the Work, and to the technical consultants of any entities providing, or working with Inmarsat to obtain, insurance or external financing of the Spacecraft or associated Launch services ("Inmarsat Consultants").
- H. Inmarsat shall submit to the Contractor the individual names of any proposed Inmarsat Consultants who require access to any premises and/or to any of the Contractor's or its Subcontractors' proprietary information and the Contractor shall have the right to approve such access for such Consultants. The Contractor shall approve or disapprove of any such individual names submitted by Inmarsat for such access within five (5) days of Inmarsat's submission. Such approval shall not be unreasonably withheld by the Contractor unless such Consultants are employed or are contracted to provide services to another spacecraft manufacturer. In the event

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the Contractor disapproves of a proposed Inmarsat Consultant, the Contractor shall as soon as practicable provide Inmarsat with an oral or written explanation.

- I. The Contractor will pass through to its Key Subcontractors the provisions of this Article. Where practical such provisions shall be passed through in the same form but the Contractor may vary the wording of the same provided that Inmarsat's rights are fully secured thereby.
- J. The Contractor will use all reasonable efforts to pass through to Subcontractors other than the Key Subcontractors the provisions of this Article. In any case where the Contractor is unable to pass through the provisions of this Article to a Subcontractor other than a Key Subcontractor, Inmarsat's rights of access shall be no less than the Contractor's rights.

#### Article 9 Final Acceptance

- A. All Work shall be subject to Final Acceptance by Inmarsat, which for the Spacecrafts shall be accomplished in the applicable Consent To Fuel Reviews referred to in Section 7.4.4 of Annex A hereto, entitled **Statement of Work**, EXCEPT as otherwise provided in Paragraph B(3) of Article 32 hereof, entitled **Option to Store Spacecraft**, and for non-Spacecraft items shall be accomplished in accordance with the requirements given in Appendix 3 of Annex A hereto entitled **Statement of Work**.
- B. Final Acceptance for each Spacecraft shall be evidenced by issuance by Inmarsat of a certificate of Final Acceptance, which shall be provided to the Contractor by Inmarsat the next working day following successful completion of such Consent To Fuel Review.
- C. The Contractor's right to retain any milestone payments made pursuant to Paragraph A of Article 7 hereof, entitled **Payment Terms**, shall be conditional upon Final Acceptance of each Spacecraft. Payment of milestone payments shall not be construed as acceptance of any part of the Work, UNLESS the milestone event to which the milestone payment corresponds is so defined. If any Spacecraft is not finally accepted, the milestone payments relating to it shall be subject to refund to the extent such refund is provided for in other Articles of this Contract.
- D. If Inmarsat determines that any deliverables do not conform to the requirements of this Contract, Inmarsat shall promptly notify the Contractor of the particulars, and the Contractor shall promptly make the necessary corrections at its own cost. The decision as to how to make the corrections shall be in the Contractor's discretion, but shall require consultation with Inmarsat. If the Contractor fails to make such corrections promptly, and to Inmarsat's reasonable satisfaction, the remedies in Paragraph C of Article 23 hereof, entitled **Inmarsat's Other Remedies for Breach**, shall apply. In the event that Inmarsat does not notify the Contractor of any non-conformances with respect to the requirements of the Contract in respect of deliverables other than the Spacecraft or other deliverables for which Final

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Acceptance is required, within thirty (30) days of delivery in accordance with Article 18, such deliverables shall be deemed accepted at the end of such period.

#### Article 10 Title and Assumption of Risk

- A. With respect to all deliverable equipment other than Software (but including the media containing the Software) identified in Appendix 3 of Annex A hereto, entitled **Statement of Work**, the Contractor warrants to Inmarsat that it will deliver good title, free from any claim, lien, pledge, mortgage, security interest, or other encumbrances, including, but not by way of limitation, those arising out of or connected with the performance of the Work.
- B. Title to each Spacecraft shall pass to Inmarsat (subject to Intentional Ignition having first occurred) at the earlier of Launch, Constructive Total Loss or Total Loss of the Spacecraft. Constructive Total Loss (CTL) and Total Loss (TL) shall have the meaning as described in Customer's launch and in-orbit insurance policy, applicable extracts of which shall be provided to Boeing.
- D. Title (other than in Software but including the media containing the Software) and risk of loss of or damage to any deliverable equipment other than the Spacecraft shall pass to Inmarsat upon Final Acceptance in accordance with Article 9, entitled **Final Acceptance**,
- E. The risk of loss of or damage to any equipment delivered by Inmarsat to the Contractor shall remain with the Contractor at all times until returned to Inmarsat.
- F. Title to deliverable documents if in tangible form specified in Appendix 3 of Annex A, or any documents delivered pursuant to any other provision of this Contract (but not the intellectual property rights in the Technical Data and Information included in any such documents), shall pass to Inmarsat at the time of delivery. This Article is without prejudice to any other rights granted to Inmarsat under this Contract, including, without limitation, rights in intellectual property under Article 12 entitled **Inmarsat's Rights in Intellectual Property**.
- G. In respect of Software, the Contractor shall grant the rights identified in Paragraphs F, G and I of Article 12, entitled **Inmarsat's Rights in Intellectual Property**.

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## Article 11 Warranty

- A. Notwithstanding any prior inspection or acceptance by Inmarsat, the Contractor provides the following warranty with respect to all equipment and services specified in Article 3 hereof, entitled **Contractor Deliverables**:
1. All equipment shall be free from any defects in, materials or workmanship and be designed and manufactured to conform to the applicable specifications and requirements of this Contract unless waived in writing by Inmarsat in accordance with Paragraph K of Article 30, entitled **Changes** and, **UNLESS** otherwise agreed in writing by Inmarsat, shall not have been previously used or refurbished.
  2. All services shall be performed in a skilful and workmanlike manner consistent with the generally accepted custom and practice in the industry.
  3. All equipment and services shall conform to the requirements specified in this Contract, including its Annexes.
- B. This warranty in relation to the Spacecraft shall commence at the time of Final Acceptance pursuant to Article 9 hereof, entitled **Final Acceptance**, and shall run
- C. In the event of defective or non-conforming equipment or services, Inmarsat may require the Contractor to correct or replace the defective or non-conforming item at the Contractor's expense. The decisions whether the non-conforming item is to be corrected or replaced, and how to make any corrections, shall be in the Contractor's discretion, but shall require consultation with Inmarsat. If the Contractor does not correct or replace the item promptly after notification from Inmarsat, or if the Contractor fails to do so to Inmarsat's reasonable satisfaction the remedies in Paragraph C of Article 23 hereof, entitled **Inmarsat's Other Remedies for Breach**, shall apply.
- D. Any defective item that is corrected or replaced shall be subject to the terms and conditions of this Article 11

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- E. The Contractor shall not be responsible for any defects or non-conformances in items caused by the failure of Inmarsat to operate or maintain such items (or part thereof) in accordance with the Contractor's operation manuals provided that such operation manuals do not conflict with the contractual requirements in respect of such items, or which arise due to modifications or alterations to such items by or on behalf of Inmarsat or by a third party without the Contractor's prior written authorisation.
- F. EXCEPT AS OTHERWISE PROVIDED IN THIS CONTRACT, THE WARRANTY IN THIS ARTICLE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AT LAW (INCLUDING STATUTE) OR IN EQUITY.
- G. If, at any time prior to the Launch of any Spacecraft, data available with respect to any other Spacecraft or any programmes in the heritage of the Spacecraft indicates that defects exist that may adversely affect the operation of such Spacecraft, the Contractor shall take prompt appropriate corrective measures at its own expense so as to eliminate the deficiencies from all unlaunched Spacecraft to Inmarsat's reasonable satisfaction. Should the Contractor admit that such a defect exists but dispute that such defects will recur in unlaunched Spacecraft, the onus of proof shall be on the Contractor to demonstrate that such defects will not recur. The decision as to how to make the corrections shall be in the Contractor's discretion, but shall require consultation with Inmarsat. If the Contractor fails to take such corrective measures promptly, and to Inmarsat's reasonable satisfaction, the remedies in Paragraph C of Article 23 hereof, entitled **Inmarsat's Other Remedies for Breach**, shall apply.
- H. The Contractor shall not be required to disclose in-orbit data about spacecraft owned by others if such disclosure would violate contracts between the Contractor or its Subcontractors and such owners but the Contractor shall be required to notify Inmarsat of deficiencies in such spacecraft within the scope of Paragraph A of this Article.

## Article 12 Inmarsat's Rights in Intellectual Property

- A. The Contractor hereby grants to Inmarsat the world-wide, irrevocable, non-exclusive, royalty-free right to use and copy and to sub-licence others to use and copy for Inmarsat Purposes any Foreground Data or Foreground Invention. Any sub-licence granted by Inmarsat shall be non-exclusive and shall not include the right for the sub-licencee to grant further sub-licences.
- B. The Contractor shall, as soon as practicable and in any event upon completion of the Work to be performed under this Contract, provide Inmarsat with full written details of any Foreground Data or Foreground Invention.
- C.

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- E. The Contractor shall do all acts and things or execute any documents as may be reasonably required by Inmarsat to vest or perfect the rights granted hereunder.
- F. In respect of Software, the Contractor hereby grants to Inmarsat, subject to the provisions of Paragraph H of this Article, the world-wide, irrevocable, non-exclusive, royalty-free right to use and to sub-licence others to use for Inmarsat Purposes. Any sub-licence granted by Inmarsat shall be non-exclusive and shall not include the right for the sub-licencee to grant further sub-licences.
- G. "Use" (or to "use") in relation to Software means copying it from a store unit or medium into equipment, running or processing it, operating upon it, all of the aforementioned either alone or with other programmes, and producing copies including, where appropriate, in eye-readable form.
- H. Nothing herein shall be construed as limiting any rights of Inmarsat or obligations of the Contractor under the Contract, including specifically the right of Inmarsat without payment of additional compensation to use, have used, deliver, lease, sell or otherwise dispose of, any item or part thereof required to be delivered by the Contractor.
- I. In relation to source code:
  - 1. After delivery of the last Satellite, if requested by Inmarsat in writing, the parties shall promptly enter into an escrow agreement with a mutually agreed escrow agent, and Contractor shall place into the escrow account in the United Kingdom established by such agreement the source code version of Dynamic Satellite

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Simulator (DSS) software delivered in accordance with Annex A, entitled **Statement of Work**. The establishment and maintenance of such escrow shall be

source code deposit shall be in a form that can be used by Inmarsat for the ongoing operation and maintenance of the DSS, and shall be updated by the Contractor upon release of any material revisions of the DSS software that are provided to Inmarsat. The source code held in escrow may be released to Inmarsat in accordance with the procedures set forth in the escrow agreement only:

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3. Any source code delivered or accessed through escrow under Articles 12.1.1 or 2 shall be deemed to be the Contractor's proprietary trade secret information subject to the provisions of Article 36.
  
4. Upon the release of the DSS source code pursuant to the escrow agreement under Article 12.1.1. or delivery of the source code under Article 12.1.2., the Contractor grants to Inmarsat a royalty-free, non-exclusive, worldwide, non-transferable license to use, reproduce, modify and create derivative works of the source code solely for the purpose of maintaining and operating the DSS as permitted under this Agreement.
  
5. On breach by Inmarsat of the licence terms granted under Article 12.1.4 the license granted by the Contractor hereunder shall immediately terminate, Inmarsat shall return all copies of the Source Codes or any part, module or subset thereof to the Contractor and Inmarsat shall indemnify the Contractor, its Subcontractors, and the officers, employees, agents, or subsidiaries of any of them from and against any loss, damage, liability, or expenses (including reasonable legal fees) resulting from such breach.
  
6. If there is any inconsistency between the provisions of this Paragraph I and the other Paragraphs of this Article 12, the provisions of Paragraph I shall prevail.
  
- J. For the purposes of this Article, Inmarsat's rights to use and to sub-license Foreground Data, Foreground Inventions, Background Data, Background Inventions

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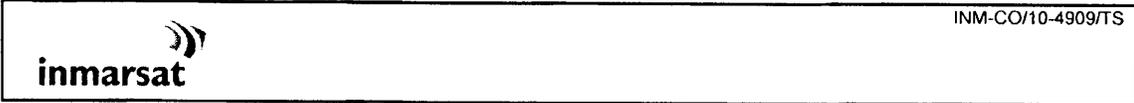


and Software to others are restricted to third parties who are not competing spacecraft manufacturers or competitors of Key Subcontractors (provided always that such restriction shall not apply if and to the extent that Inmarsat has elected to have all or part of the Work completed by a third party under the provisions of Article 23. A.3.a hereof entitled Inmarsat's Other Remedies for Breach).

### Article 13 Industrial and Intellectual Property Rights Indemnity

- A. This Article shall apply with respect to all third party claims that the manufacture, sale, lease, or use of any Spacecraft or any other item delivered pursuant to this Contract or used in the performance of the Work infringes any industrial or intellectual property right, including, but without limitation to, patents, trademarks, registered designs, and copyrights, or breaches any confidence, including trade secrets. Notwithstanding the above, Contractor shall have no liability under this Article 13 for any third party claim that arises from: (1) the combination or use of the Spacecraft or any delivered item with any other hardware, software, data, components, equipment, services, technology or products unless such combination or use is reasonably required to use the as-delivered Satellite for its intended purpose, or (2) the modification, following Final Acceptance, of such Spacecraft or item delivered under the Contract by an entity other than Contractor or its Subcontractors; when and to the extent the infringement would not have occurred but for such combination, use or modification.
- B. The Contractor shall resist and defend or settle, at its own expense, any third party claims against any Indemnitees, and shall pay any royalties and other costs required by the settlement of such claims, and any damages and costs awarded and due and payable as a result of any legal action based on such claims, PROVIDED that Inmarsat gives the Contractor prompt notice of such claims, all necessary authority to defend or settle the claims on their behalf, and, at the request of the Contractor and at the Contractor's cost, reasonable co-operation and assistance and such relevant information as is available to them.
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**Article 14 Loss and Damage Indemnity**

A. The Contractor shall indemnify and hold the Inmarsat Indemnitees (for purposes of this Article 14, Inmarsat Indemnitees shall be defined as Inmarsat, its contractors (not including the Contractor), and its and their affiliates, and their respective officers, employees, agents, or subsidiaries of any of them) harmless from and against any loss of or damage to property, or personal injury or death, arising in the performance of the Work, but only to the extent caused by any act or omission for which the Contractor, or its Subcontractors, and its and their affiliates and their respective officers, employees, agents or subsidiaries of any of them are legally liable under applicable law (separately from this Indemnity) , and EXCEPT as otherwise provided in Article 14C., Article 15 hereof entitled **Disclaimer of Liability at Launch Site**, and Article 43 entitled **Limitation of Liability**, and PROVIDED that the

1. In the case of loss or damage, or injury or death, suffered by third parties, including, without limitation, employees of the Contractor or its Subcontractors, the Contractor shall, at its own expense, defend any claims brought against any of Inmarsat Indemnitees within the scope of the foregoing indemnity, and shall pay all damages and costs associated with settlements or awards in connection therewith, PROVIDED that the Inmarsat give the Contractor prompt notice of such claims, appropriate authority to defend the claims on their behalf, and, at the request of the Contractor, reasonable co-operation and assistance and such relevant information as is available to them.

B. Inmarsat shall have a reciprocal obligation, subject to the same exceptions and provisos applied *mutatis mutandis*, to indemnify the Contractor Indemnitees (for purposes of this Article 14, "Contractor Indemnitees" shall be defined as Contractor, its Subcontractors, and its and their affiliates, and their respective officers, employees, agents, or subsidiaries of any of them), with respect to loss of or

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damage to property, or personal injury or death, to the extent caused by any act or omission for which Inmarsat are legally liable under applicable law (separately from this Indemnity) , in connection with the Work.

- C. Without prejudice to Inmarsat's rights under Article 11, entitled **Warranty**, Article 13, entitled **Industrial and Intellectual Property Rights Indemnity**, and Article 20, entitled **Spacecraft Performance Incentives**, Inmarsat shall indemnify and hold the Contractor, and its officers, employees, or agents harmless from and against any loss, damage, injury, death, liability, or expenses (including reasonable legal fees and reasonable expenses related to establishing the right to indemnification) resulting from any third party claims which may arise in connection with the use, loss of use, operation, performance, non-performance, failure or degradation of a Spacecraft or in-orbit or de-orbit liability relating to the Spacecraft
  
- D. Inmarsat shall resist and defend or settle, at its own expense, any claims against the Contractor, its officers, employees, or agents, and shall pay any costs required by the settlement of such claims, and any damages and costs awarded and due and payable as a result of any legal action based on such claims, PROVIDED that the Contractor gives Inmarsat prompt notice of such claims, all necessary authority to defend or settle the claims on its behalf, and, at the request of Inmarsat and at Inmarsat's cost, reasonable co-operation and assistance and such relevant information as is available to it.
  
- E. These indemnities shall not apply to the extent that a claim arises from the gross negligence, fraud or wilful misconduct of an indemnified party.
  
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- G. Inmarsat shall procure that the Contractor Indemnitees to the extent that they are involved in activities at the launch site, are added as additional insureds on the third party legal liability insurance taken out by the Launch Vehicle contractor.
  
- H. In the event Inmarsat procures liability or physical damage insurance covering any Spacecraft it shall endorse the policy providing such insurance with a waiver of all insurer's rights of subrogation in favour of the





Contractor and its affiliates and Subcontractors and its and their directors, officers and employees.

#### **Article 15 Disclaimer of Liability at Launch Site**

- A. With respect to loss of or damage to property, or personal injury or death, arising out of activities at the Launch site, both parties agree to enter into any inter-party waiver of liability that is required in connection with each Launch Vehicle.

In addition to any agreements required in connection with each Launch Vehicle, and notwithstanding anything to the contrary in Article 14 hereof, entitled **Loss and Damage Indemnity**, the parties hereby waive any claims against each other arising out of activities at the Launch site, EXCEPT that risk of loss of or damage to the Spacecraft shall continue to be governed by Article 10 hereof, entitled **Title and Assumption of Risk**.

#### **Article 16 Consequences of Force Majeure**

- A. The purpose of this Article is to establish the consequences of Force Majeure events preventing either party from complying with any of its obligations under this Contract. For the avoidance of doubt the payment obligations of either party shall not be the subject of Force Majeure.
- B. Any party whose ability to perform is affected by a Force Majeure event shall take all reasonable steps to mitigate the impact of such event.
- C. If the effect of a Force Majeure event is temporary, subject to Paragraph D of this Article, the party so affected shall not be responsible for any consequent delay, and the relevant schedule or time period shall be extended accordingly, if notice is given to the other party within ten (10) days after the party affected becomes aware, or should reasonably have become aware, that the event has occurred. At the time of the initial notice of the occurrence of the event, or as soon thereafter as possible, the party affected shall inform the other party of the extent of the delay expected as a result of the event.

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**Article 17 Governmental Authorisations**

- A. The Contractor shall be responsible for obtaining and maintaining all governmental authorisations necessary for the performance of the Work. Inmarsat agrees to provide all reasonable assistance to the Contractor and its Subcontractors in obtaining and maintaining all such governmental authorisations. The key authorisations required, and the dates by which they must be obtained, are identified in Annex J hereto, entitled **Governmental Authorisations** ("Key Authorisations").
- B. The Contractor shall, after completion of the System Preliminary Design Review, present a report to Inmarsat on the Key Authorisations. The report shall contain a detailed description of the Contractor's progress in obtaining the Key Authorisations and shall present a conclusion as to whether the Contractor will fail to obtain or maintain any Key Authorisation such that the Contractor will be unable to deliver any Spacecraft within the due date for delivery specified in Article 4 hereof, entitled **Performance Schedule**, as that date may be modified pursuant to Paragraphs G and H of Article 11 hereof, entitled **Warranty**, Article 16 hereof, entitled **Consequences of Force Majeure**, or Article 30 hereof, entitled **Changes** (a "Negative Conclusion") or whether it will not be prevented, by the need to obtain or maintain any Key Authorisation, from being able so to deliver (a "Positive Conclusion").
- C. Inmarsat shall accept or reject the conclusion of the report within ten (10) days of receipt.
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J. The remedies in this Article shall be Inmarsat's exclusive remedy and shall be in lieu of any other remedies at law, in equity or under the Contract with respect to the Contractor's failure to obtain and maintain any governmental authorisation.

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**Article 18 Remedies for Late Delivery**

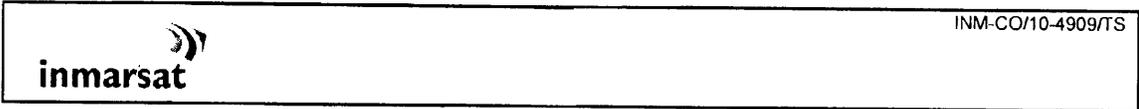
- A. The Contractor understands that Inmarsat intends to procure Launch services for the Spacecraft in reliance on the delivery schedule specified in Article 4 hereof, entitled **Performance Schedule**. Therefore, the Contractor accepts that delayed delivery by the Contractor may cause Inmarsat to incur additional costs, including launch service postponement fees, loss of anticipated revenue, and other damages difficult or impossible to measure. The Contractor agrees to be subject to the liquidated damages provided for in this Article, and further agrees that such liquidated damages are intended to be compensatory and do not constitute a penalty.
- B. With reference to the definition of "Spacecraft" in Article 1 hereof, entitled **Definitions**, and for the avoidance of doubt, this Article shall also apply to all equipment and services associated with the Spacecraft and necessary to support the Launch campaign.
- C. Subject to Paragraph B, Article 16 hereof, entitled **Consequences of Force Majeure**, and Article 30 hereof, entitled **Changes**, if the milestone deadline referred to below or the Spacecraft delivery deadlines specified in Article 4, entitled **Performance Schedule** are not met, the Contractor shall be subject to the following cumulative liquidated damages. These amounts are firm, fixed and not subject to adjustment due to changes in economic conditions. The Contractor's liability under this paragraph shall not exceed the aggregate of these specified liquidated damages.
- D. If delays to a Spacecraft are such that the Launch Vehicle agency re-manifests the Spacecraft, the Contractor shall provide free storage of the Spacecraft until the next available Launch opportunity on the same Launch Vehicle or, if earlier, any replacement Launch Vehicle that Inmarsat procures subject to Paragraph E of this Article. UNLESS otherwise directed by Inmarsat, such storage services shall be provided free of charge but otherwise in accordance with Paragraph B of Article 32 hereof, entitled **Option to Store Spacecraft**. The Contractor's liability for liquidated damages for Spacecraft under Paragraph C of this Article shall cease at the time the

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Spacecraft is available for the tests specified in Paragraph B(3) of Article 32 that precede storage, PROVIDED that, if deficiencies are discovered during such tests, Paragraph F of this Article shall apply *mutatis mutandis*.

- E. If Inmarsat elects to procure a replacement Launch Vehicle pursuant to Paragraph D of this Article, Inmarsat must choose from the Launch Vehicles specified in Annex A. The Contractor shall, at its own expense, take all necessary actions to ensure compatibility between the Spacecraft and the replacement Launch Vehicle, in accordance with Section 2.3.1. of Annex B hereto, entitled **Specifications and Operational Requirements**. If the Spacecraft, after achieving Successful Injection, does not maintain Satisfactory Operation for the full Orbital Life because of the use of the replacement Launch Vehicle, Paragraph B of Article 20 hereof, entitled **Spacecraft Performance Incentives**, shall apply with respect to any shortfall.
- F. For the purpose of this Contract, Spacecraft delivery shall be deemed to have occurred at the time that it has arrived at the designated Launch site and been inspected by Inmarsat to ensure that there has been no apparent loss or damage in transit, so that the Spacecraft is available for commencement of the launch campaign on the Launch Site. Such delivery shall be subject to Inmarsat's rights under Article 9 hereof, entitled **Final Acceptance**, and under Article 30 hereof, entitled **Changes**, for waivers or deviations with respect to minor defects. In the event that Inmarsat subsequently rejects the Spacecraft pursuant to Article 9, delivery shall not be deemed to have occurred until the defects that led to such rejection have been remedied to Inmarsat's reasonable satisfaction, PROVIDED that liquidated damages shall not apply during the period between delivery and discovery of such defects. To minimise any Launch delays, the Contractor shall expedite remedial actions, including dispatch of spare parts via chartered aircraft at its own expense.
- G.
- H. In the event that, at successful completion of the pre-shipment review in respect of a Spacecraft the Launch Vehicle on which such Spacecraft is due to be Launched is unavailable such that Inmarsat requests the Contractor to delay shipment of such Spacecraft to the Launch site, the Contractor's liability for liquidated damages shall be temporarily suspended upon successful completion of such pre-shipment review for the period of such delay and shall resume at the same level of liability at which they were suspended upon notification by Inmarsat of a revised delivery date. If a Spacecraft has been placed into storage as a result of such delay, no liquidated damages shall be payable for the duration of the Storage Recovery procedures as specified in Paragraph B.8. of Article 32, entitled **Option to Store Spacecraft**.
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J. For the purpose of this Contract, the Launch Site shall mean: Kourou for Ariane, Baikonour for Proton, Long Beach for Sea Launch or Cape Canaveral for Atlas V.

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**Article 20 Spacecraft Performance Incentives**



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## Article 22 Termination in Special Circumstances

- A. Inmarsat shall have the right to terminate this Contract, in whole or in part, at any time and with immediate effect, in any of the following circumstances:
1. If the Contractor becomes insolvent or goes into liquidation, or if its financial position is such that, within the framework of applicable national law, legal action leading toward liquidation may be taken against it by its creditors.
  2. If the Contractor resorts to fraudulent practices in connection with the Contract, including, but not limited to:
    - a. Deceit concerning the nature, quality, or quantity of the Work; or
    - b. The giving or offering of gifts or remuneration, for the purposes of bribery, to any person in the employ of, or acting on behalf of, Inmarsat, or its shareholders, irrespective of whether such bribes are made on the initiative of the Contractor or otherwise.
- B. In the event of such termination, Article 23 hereof, entitled **Inmarsat's Other Remedies for Breach**, shall apply.

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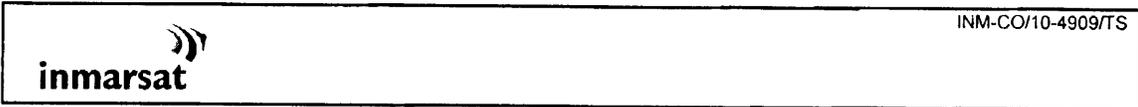


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**Article 24 Contractor's Remedies for Breach**

**A. Breach of Payment Obligations**

1. EXCEPT as otherwise provided in Paragraph A(2) of this Article, the Contractor's exclusive remedies for late payment by Inmarsat shall be interest in accordance with Paragraph D of Article 7 hereof, entitled **Payment Terms**, and, if necessary, action to compel payment.
2. If Inmarsat repudiates or fails to fulfil its payment obligations under this Contract, or is unable to make such payments, the Contractor shall have the following additional remedies:
  - a. The Contractor may give Inmarsat notice of suspension of the Work or potential discharge for repudiation or failure to fulfil, and the parties shall enter into good faith consultations.
  - b. After a period of thirty (30) days from the date of such notice, or such longer period as the Contractor in its discretion may allow, if Inmarsat does not continue making payments due under this Contract, the Contractor may notify Inmarsat that the Contractor is suspending Work hereunder or treating the Contract as discharged, and in that event the Contractor may either suspend all Work hereunder and obtain an equitable increase in the Contract Price and the delivery schedule hereunder in respect of any such period of suspension on restart of activities or terminate all Work and render a termination account to Inmarsat, in accordance with the principles in Article 25 hereof, entitled **Termination for Convenience**.

**B. Other Breaches**

To the extent permissible by law Contractor's remedies provided under this Contract are exclusive. If no specific remedy is provided under this Contract for a particular breach, Contractor shall be entitled to any remedy available at law or equity, provided that if Contractor intends to invoke a remedy available at law or equity that is not provided herein, Contractor first gives Inmarsat notice and a thirty (30) day opportunity to cure the breach in any case where it would not materially prejudice Contractor's position to do so.

**Article 25 Termination for Convenience**

- A. Inmarsat may terminate this Contract, in whole or in part, for Inmarsat's convenience, at any time except in relation to a Spacecraft in respect of which Final Acceptance has already occurred.

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- D. UNLESS otherwise agreed, Inmarsat shall on payment in accordance herewith be entitled to take possession of all Work completed or in progress prior to termination under this Article, except for Work associated with any portion of the Contract that is not terminated.
  
- E. The termination charges determined pursuant to Paragraph B of this Article shall be reduced by the following:
  - 1. Any milestone payments already made by Inmarsat to the Contractor pursuant to Annex L hereto, entitled **Payment Plan**, with respect to the performance of the Work prior to termination. To the extent such amounts previously paid by Inmarsat exceed the termination charges due, the Contractor shall refund the difference to Inmarsat; and

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- 2. Amounts representing the resale, reuse, or salvage value to the Contractor, or to its Subcontractors and suppliers, of items that Inmarsat has not taken possession of pursuant to Paragraph D of this Article, after deduction for the Contractor's reasonable costs of disposal.
  
- F. Should Inmarsat terminate this Contract in whole pursuant to this Article, then subject to both parties compliance with this Article, the parties shall waive and release any claims against the other arising out of this Contract without prejudice to any pre-existing claims. Should Inmarsat terminate this Contract in part pursuant to this Article subject to both parties compliance with this Article, the parties shall waive and release any claims arising out of such terminated part without prejudice to any pre-existing claims.

**Article 26 Key Personnel**

- A. The individuals identified in Annex H hereto, entitled **Key Personnel**, are essential for the successful completion of the Work.
  
- B. Such Key Personnel shall not be removed from the performance of the Work UNLESS replaced with personnel of substantially equal qualifications and ability. Inmarsat shall have the right to review the qualifications of any proposed replacements. If for good and sufficient reasons Inmarsat deems the proposed replacements to be unsuitable, Inmarsat may require the Contractor to offer alternative candidates.
  
- C. Notwithstanding its role in reviewing Key Personnel and their replacements, Inmarsat shall have no supervisory control over their performance, and nothing in this Article shall relieve the Contractor of any of its obligations under this Contract, or of its responsibility for any acts or omissions of its personnel.

**Article 27 Key Subcontractors**

- A. The Subcontractors identified in Annex I hereto, entitled **Key Subcontractors**, are essential for the successful completion of the Work. Such Key Subcontractors shall not be changed or any Subcontract with a Key Subcontractor terminated without Inmarsat's prior approval.
  
- B. The Contractor shall pass through to all Key Subcontractors the provisions of Article 15 hereof, entitled **Disclaimer of Liability at Launch Site** and Paragraphs A and C of Article 36 hereof, entitled **Confidentiality**. Where practical such provisions shall be passed through in the same form but the Contractor may vary the wording of the same provided that Inmarsat's rights are fully secured thereby.
  
- C. Nothing in this Article shall relieve the Contractor of its responsibility for performance of the Work.



## Article 28 Selection of Subcontractors and Suppliers

- A. To the greatest extent practicable, the Contractor shall ensure that all Subcontracts, including, but not limited to those with Key Subcontractors referred to in Article 27 hereof, entitled **Key Subcontractors**, are awarded to Subcontractors offering the best combination of quality, price, and the most favourable delivery time. These principles shall also apply to selection of suppliers.

## Article 29 Examination of Technical Annexes

- A. This Article shall apply to the technical Annexes to this Contract.
- B. The Contractor is responsible for ensuring that such documents are sufficient for the performance of the Work, and that they contain no manifest errors or anomalies. This Article shall not apply to any errors or omissions in the documents that would not be reasonably discoverable by the Contractor exercising due care.
- C. With respect to the technical Annexes to this Contract, if the Contractor concludes, at any time during the performance of the Work, that there are inaccuracies or inconsistencies, or that such Annexes are not complete or sufficient to enable the Contractor to perform the Work, the Contractor shall immediately refer the matter to Inmarsat for resolution before proceeding with any Work affected by such deficiencies. If such deficiencies exist and are not such as should be discoverable in accordance with Paragraph B above, and if such procedure results in an increase in cost or schedule for the Contractor, it shall be the subject of a Change Notice pursuant to Article 30, entitled **Changes**.
- D. If the Contractor proceeds with any Work in contravention of Paragraph C of this Article, the Contractor shall be neither relieved of its obligation to perform the Work as intended nor entitled to any increase in price or extension of the delivery schedule by reason thereof.
- E. Inmarsat shall not be liable, in any event, for special, incidental, indirect, or consequential damages arising from the use of Inmarsat-furnished documentation by the Contractor.
- F. Title to and all intellectual property and other rights in all Inmarsat-furnished documentation and their contents shall remain with Inmarsat and the Contractor is only authorised to use the same solely for the purposes of the Contract.

## Article 30 Changes

- A. At any time during the period of this Contract, Inmarsat may request changes in the Work, so long as such changes are within the general scope of the Contract. The Contractor may also propose changes for consideration by Inmarsat.
- B. A change request from Inmarsat must be identified as such, must be made or confirmed in writing, and must be signed by the responsible officer identified in

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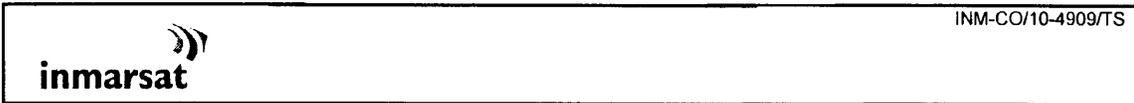
Paragraph A of Article 39 hereof, entitled **Responsible Officers or Authorised Representatives**. If any other conduct by the responsible officer or any other representative of Inmarsat is construed by the Contractor as possibly constituting a change request or an interpretation of the Contract requirements inconsistent with the Contractor's understanding of those requirements, the Contractor shall promptly notify Inmarsat and request clarification.

C. All changes to the Contract requirements shall be subject to change control, defined as the instrument for the preparation, evaluation, approval and implementation of alterations to the Contract requirements. The Contractor shall establish and maintain a system for managing changes internally and with Subcontractors and suppliers, which shall be described in the Change Management Plan, to be included in the Programme Management Plan as specified in Annex A hereto, entitled **Statement of Work**.

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G. Any claim by the Contractor for adjustment of the technical requirements, price, performance schedule, or other terms and conditions of this Contract, attributable to a change, shall be deemed waived UNLESS asserted in the CCN.

H. If any materials or equipment are made obsolete as the result of the change, Inmarsat shall be entitled to a credit to the extent that such materials have resale, reuse, or salvage value to the Contractor or its Subcontractors or suppliers. If such materials have no such resale, reuse, or salvage value, Inmarsat shall have the right to prescribe their manner of disposition, subject to payment by Inmarsat of the reasonable cost of such disposition.

I. After Inmarsat receives a detailed CCN, and after any negotiations with respect to the adjustments claimed by the Contractor, the following outcomes are possible:

1. Inmarsat may decide not to proceed with implementation of the change and shall notify the Contractor accordingly within the period of validity of the CCN, and pay the reasonable costs of the Contractor in preparing such CCN requested by Inmarsat.

2. Inmarsat may decide to implement the change, in which case:

a. If the parties have reached agreement about the adjustments to be made in the Contract, the Contractor shall proceed with implementation as agreed upon formal notification from Inmarsat.

b. If the parties are unable to reach such an agreement, the provisions of Article 34 hereof, entitled **Dispute Resolution**, shall apply.

3. Pending any negotiations and/or arbitration, Inmarsat may direct the Contractor to proceed with implementation of the change, subject to any adjustments subsequently agreed or awarded.

J. Inmarsat may also direct the Contractor to proceed with implementation of a change prior to preparation of a complete CCN, subject to any adjustments subsequently agreed or awarded. Inmarsat's right to direct the Contractor to proceed with implementation of a change pursuant to Paragraph I.2 or Paragraph J of this Article shall be subject to the Contractor's ability to do so, taking into account the resources, facilities, supplies, and services available to it, and shall also be subject to a stipulated financial limit where there is a cost associated with such change.

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## Article 31 Options

### A. Deadline for Exercise of Options

Inmarsat may exercise the option for an additional Spacecraft and other options specified in Section 9 of Annex A in accordance with the conditions set out in Annex K, entitled **Price Breakdown**.

### B. Number of Additional Spacecraft

### C. Modification of General Contract Terms and Conditions

1. UNLESS otherwise indicated in this Article, all other relevant Articles and Annexes of this Contract shall apply to the order of any optional items, *mutatis mutandis*.
2. The prices for options shall be as specified in Annex K hereto, entitled **Price Breakdown**, and the payment plan as specified in Annex L hereto, entitled **Payment Plan**.

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3. For the purpose of Article 4 hereof, entitled **Performance Schedule**, the optional Spacecraft and all equipment necessary to support the Launch campaign shall be delivered to the Inmarsat-designated Launch site on the dates as specified Annex A, entitled **Statement of Work**. For optional items other than the additional Spacecraft, the delivery dates shall be as specified in Annex A.
4. The amounts specified in Paragraph C of Article 18 hereof, entitled **Remedies for Late Delivery**, and Paragraph B(1) of Article 20 hereof, entitled **Spacecraft Performance Incentives**, shall be recalculated based on the price of the Optional Spacecraft using the same percentages utilised for the first three Spacecraft.

**D. Special Terms Applicable to Ordering Additional Spacecraft**

**Article 32 Option to Store Spacecraft**

**A. Deadline for Exercise of Option**

Inmarsat may exercise this option at any time.

**B. Modification of General Contract Terms and Conditions**

1. UNLESS otherwise indicated in this Article, all other relevant Articles and Annexes of this Contract shall apply to the storage services, *mutatis mutandis*.
2. The storage services shall be performed in accordance with the **Shipping, and Storage Plan referred to in Annex G**.
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6. Article 8 hereof, entitled **Access to Work in Progress**, shall apply to the Spacecraft while in storage.
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8. When the Spacecraft is brought out of storage, it shall undergo the Storage Recovery procedures given in Annex G and the Contractor shall promptly correct any deficiencies noted during such Storage Recovery procedures, subject to Paragraph C of Article 23. The Contractor requires the notice periods as defined in Exhibit G.

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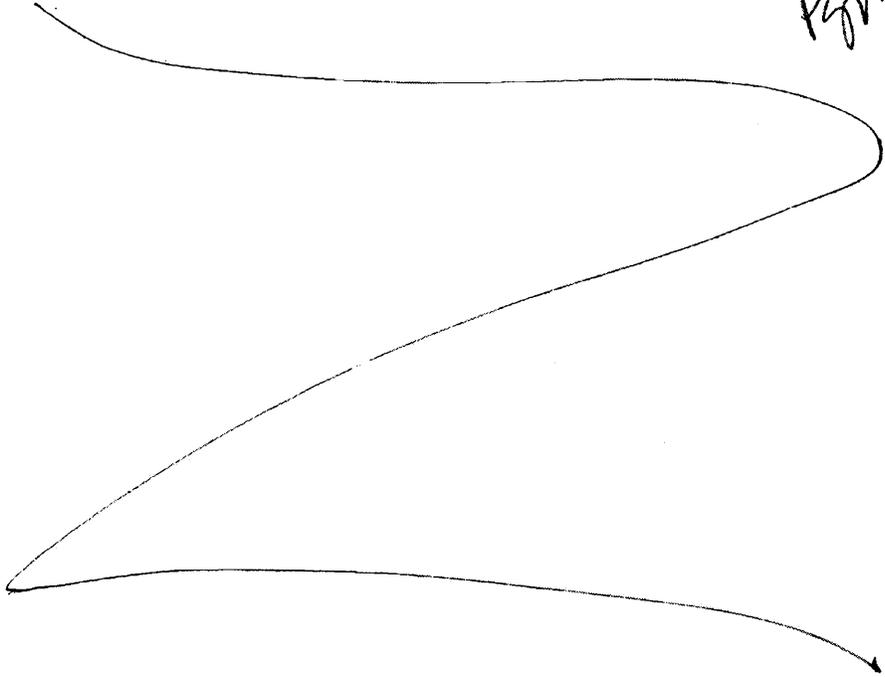
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11. The Contractor shall be responsible for delivery of the Spacecraft to the designated Launch site and provision of Launch and mission support in accordance with Section 3.3 of Annex A hereto, entitled **Statement of Work**.

**Article 33 Applicable Law**

- A. This Contract shall be governed by and interpreted according to the laws of England and Wales.
- B. The Parties agree to expressly exclude the application of the United Nations Convention on Contracts for International Sale of Goods 1980 to this contract and all its subsequent variations. The Parties further acknowledge "an agreement to the contrary" for the purposes of the UK Sale of Goods Act of 1979, Chapter 54 and expressly agree to exclude the application of this Act to this Contract."

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## Article 34 Dispute Resolution

### A. Amicable Resolution

1. Any dispute controversy or claim arising out of or in connection with this Contract, including but not limited to any failure to reach agreement on schedule or performance, any claim for breach of contract or any question regarding its existence, validity, interpretation or termination (a "Dispute") either party shall give written notice to the other party of its position and reasons therefore and may recommend corrective action. This notice shall be referred by either party firstly to the first level contacts stated below:

or other representative as nominated in advance by either party.

2. If the Dispute cannot be resolved by the representatives identified above within a maximum period of fourteen (14) days or such longer period as the parties may agree after it has been referred under Paragraph 1, it shall be referred to the second level contacts stated below, for resolution:

or other representative as nominated in advance by either party.

### B. Arbitration

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C. Expert Determination

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### Article 35 Assignment

#### A. The Contractor shall not:

1. assign or delegate, either in whole or in part, this Contract or any of the Contractor's rights, duties, or obligations hereunder to any person or entity that is not a Contractor Group Company without the prior express written approval of Inmarsat, which shall be at Inmarsat's sole discretion. For avoidance of doubt, a change in control of Boeing Commercial Airplanes and its holding companies or affiliates shall not require Inmarsat approval under this paragraph; or
2. assign or delegate either in whole or in part, this Contract or any of the Contractor's rights, duties or obligations hereunder to any person or entity that is a Contractor Group Company without the prior express written approval of Inmarsat, such approval not to be unreasonably withheld;

provided that the Contractor may subcontract Work in the ordinary course of performance and in accordance with the terms of this Contract without such prior express approval.

- B. Notwithstanding any conditions under which Inmarsat may grant such approval, the Contractor shall remain a guarantor to Inmarsat of the performance of the assigned or delegated duties and obligations in accordance with this Contract and all applicable laws.
- C. Inmarsat shall have the right to assign, novate or transfer this Contract or any of its rights (including, but not limited to, indemnification rights under Article 13 and Article 14) and obligations hereunder to a third party PROVIDED that Inmarsat can demonstrate to the reasonable satisfaction of the Contractor that there is not a material adverse effect on the payment obligations to the Contractor hereunder. If there is a material adverse effect on the payment obligations then Inmarsat shall still have the right to assign, novate or transfer, as aforesaid, if it provides the Contractor with adequate security in respect thereof to the reasonable satisfaction of the Contractor.

A handwritten signature in black ink, appearing to be "P. J. M.", located in the bottom right corner of the page.



- D. If either party exercises its rights under this Article then both parties shall refrain, and the transferring party will ensure that the party to which a transfer of rights and/or obligations under this Contract is made (the "Transferee") shall refrain, from taking any action under this Contract that as a result of such transfer would cause either party or the Transferee to breach any existing governmental authorisations required under this Contract. The parties and the Transferee shall work together in good faith and use best efforts to, as soon as practicable, obtain, replace, amend or modify any such governmental authorisations so as to allow the continued performance of the Contract as originally envisaged.

### Article 36 Confidentiality

- A. The Contractor shall have the following obligations with respect to the information contained in this Contract, including all of its Annexes; any reports provided by the Contractor pursuant to Paragraph B of Article 8 hereof, entitled **Access to Work in Progress**; and any information supplied to the Contractor by or on behalf of Inmarsat in connection with this Contract that is identified as confidential or proprietary at the time it is so supplied:
1. The Contractor shall take all reasonable measures to protect the confidentiality of such information.
  2. The Contractor agrees that it shall use such information solely in connection with this Contract, UNLESS alternative uses are explicitly authorised by Inmarsat with respect to specifically designated information.
  3. The Contractor shall not disclose such information to third parties in writing, or have it disclosed, in any manner or form, so long as it remains confidential, without the explicit written authorisation of Inmarsat.
  4. Notwithstanding Paragraph A(3) of this Article, disclosures to Subcontractors, shall be permitted without explicit authorisation from Inmarsat, but only to the extent necessary to enable such Subcontractors to perform their Work within the scope of this Contract and provided always that such Subcontractors have accepted provisions no less onerous than the provisions of this Article.
- B. Inmarsat shall have obligations reciprocal to those in Paragraphs A(1) through A(3) of this Article with respect to any information that is supplied to Inmarsat by or on behalf of the Contractor or its Subcontractors within the scope of this Contract that is identified as confidential or proprietary at the time it is so supplied, save that Article 12 hereof, entitled **Inmarsat's Rights in Intellectual Property**, shall take precedence over the provisions of this Article to the extent that there is any inconsistency.

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- D. Either party shall be permitted to disclose all or part of the terms of this Contract to the extent necessary for either party to comply with applicable UK, US or other listing or securities filings and requirements. The disclosing party shall consult with the other party prior to such disclosure and take due account of any requests to redact parts of this Contract to the extent that such requests are reasonable and not inconsistent with above.
  - E. Notwithstanding the above, Contractor may disclose Inmarsat's confidential or proprietary information to employees of (i) Boeing Satellite Systems, Inc.; (ii) the Boeing Defense, Space and Security (BDS) Business Unit, Shared Service Group and the Corporate Headquarters of The Boeing Company; or, (iii) Boeing Capital Corporation (BCC) having a need-to-know for performance of Work or other matters in connection with this Contract, but only if said employees are under an obligation to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Contract. Notwithstanding the above and subject to U.S. export regulations, Contractor herein agrees that Inmarsat may disclose Contractor's confidential or proprietary information to employees of (i) its parent company, Inmarsat Plc and (ii) the following wholly owned subsidiaries: Inmarsat Ventures Limited, Inmarsat Employment Company Limited, Inmarsat Services Limited, Inmarsat Global Limited and Inmarsat Launch Company Limited but only if such employees having a need-to-know in connection with its obligations or other matters under this Contract, but only if said employees are under an obligation to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Contract.
- Annexes to this Contract marked as "Inmarsat/Boeing Confidential" shall be treated as Inmarsat confidential unless and to the extent that they contain information specifically relating to Contractor products or processes which information shall be deemed Contractor confidential. Notwithstanding the foregoing, any and all information contained in Inmarsat's RFI sent to Boeing on 8 July 2009 and the RFP dated 17 February 2010 in relation to the procurement of the Inmarsat 5 Spacecraft and any updates produced by Inmarsat thereto shall be deemed Inmarsat confidential only.

**Article 37 Public Release of Information**

- A. The Contractor shall obtain the approval of Inmarsat concerning the content and timing of news releases, articles, brochures, advertisements, prepared speeches, and other public information releases to be made by the Contractor or any of its Subcontractors concerning this Contract or the Work performed or to be performed hereunder. Inmarsat shall as soon as practicable review the proposed text prior to the date scheduled for its release.
- B. Inmarsat shall obtain the approval of the Contractor concerning the content and timing of news releases, articles, advertisements, prepared speeches, and other public information releases to be made by Inmarsat which primarily relate to the Contract or any work to be performed hereunder or which contain information as to

*TS*  
*from*

	INM-CO/10-4909/TS
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the detail of the build and/or capability of this Spacecraft. For the avoidance of doubt this Article shall not prevent Inmarsat from disclosing without approval:

1. Any information previously authorised for disclosure by the Contractor (provided the Contractor has not subsequently withdrawn such authorisation expressly in writing); and
2. Generic references to the Contractor, the Contract and/or any work to be performed hereunder provided such disclosed material is not misleading or inaccurate in any way.

**Article 38 Communications**

- A. All notices, reports, invoices and other correspondence to be provided to Inmarsat or the Contractor pursuant to this Contract shall be sent for the attention of the responsible officers referred to in Paragraph A of Article 39 hereof, entitled **Responsible Officers or Authorised Representatives**, at the following addresses (as may be changed from time to time by notice to the other party):

Inmarsat Global Limited  
 Attn: Inmarsat AG  
 99 City Road  
 London  
 EC1Y 1AX  
 England

By Courier:  
 Boeing Satellite Systems International, Inc.  
 Mail Code W-S12-W368  
 607 Lairport Street, Bldg. 14  
 El Segundo, CA 90245  
 USA

By Regular or Airmail:  
 Boeing Satellite Systems International, Inc.  
 Mail Code W-S12-W368  
 P.O. Box 92919

- B. Los Angeles, CA 90009-2919 All communications pertinent to this Contract shall be made or confirmed in writing, including letter, facsimile, or by email in PDF or other similar format.

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*pg 47*



- C. All documentation and communications required under this Contract shall be in the English language.

#### **Article 39 Responsible Officers or Authorised Representatives**

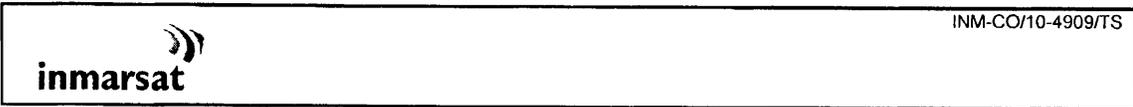
#### **Article 40 Time Limits**

- A. UNLESS otherwise indicated, any time limits to which this Contract binds the Contractor or Inmarsat shall be counted in calendar days from the day following that of the event marking the start of the time limit, and shall end on the last day of the period laid down. When the last day of a time limit is a Saturday or Sunday, or a legal holiday in the country in which the particular contractual performance is required, such time limit shall be extended to the first working day following.

#### **Article 41 Order of Precedence**

- A. Subject to Paragraph C of Article 29 hereof, entitled **Examination of Technical Annexes**, should there be any ambiguity, discrepancy, or inconsistency between the Contract and any of its Annexes, resolution shall be in accordance with the following order of precedence:
1. The Contract Articles, all of the financial and other non-technical Annexes referred to therein, and Annex C hereto, entitled **Performance Algorithm**;
  2. Annex A hereto, entitled **Statement of Work**, including its appendices;
  3. Annex B hereto, entitled **Specifications and Operational Requirements**; and
  4. All other technical Annexes.

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PJM



**Article 42 Entire Agreement**

A. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous correspondence, representations, proposals, negotiations, understandings, or agreements of the parties, whether oral or written. The parties also hereby acknowledge that there are no collateral contracts between them with respect to the subject matter hereof. Nothing in this Article shall limit or exclude any liability for fraud or fraudulent misrepresentation. A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act or any right of a party to this Contract to enforce any term of this Contract for and on behalf of such third party where applicable.

**Article 43 Limitation of Liability**

A. The parties to the Contract expressly recognise that commercial space ventures involve substantial risks and recognise the commercial need to define, apportion and limit contractually all of the risks associated with this commercial space venture. The payments and other remedies expressly set forth in the Contract fully reflect the parties' negotiations, and intentions with respect to allocation of the risks associated with commercial space ventures.

B. Unless specifically stated to the contrary, all rights and remedies set forth in the Contract shall be exclusive and in substitution for all remedies arising under law or equity.

C. Except as otherwise provided in the Contract, in no event shall either party or a party's affiliates and its and their Subcontractors and its and their officers, directors employees and agents, be liable to the other party, in contract, in tort, or otherwise for any special, punitive, incidental, or consequential damages of any nature arising at any time or from any cause whatsoever, including specifically, but without limitation, loss of profits or revenue, loss of full or partial use of any equipment, losses by reason of operation of any deliverable item at less than capacity, delays, cost of replacements, cost of capital, loss of goodwill, claims of customers, or other such damages whether or not such damages arise out of an act of omission, negligent, or otherwise, of a party, its Subcontractors and its and their affiliates, and its and their respective directors, officers, employees and agents.

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	INM-CO/10-4909/TS
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E. Both parties agree that when making any claim against the other they will both use all reasonable efforts to mitigate any losses arising from the same.

F.

G. Nothing in this agreement shall limit or exclude the liability of either party to a person suffering death or personal injury resulting from negligence, or fraud or fraudulent misrepresentation.

**Article 44 Ex-Im Financing**

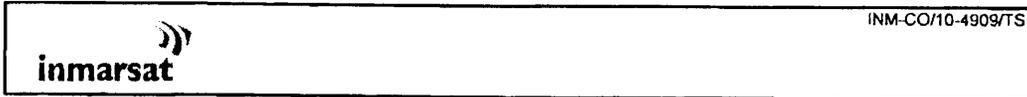
A. Both parties shall use reasonable commercial efforts to obtain Ex-Im Financing on behalf of Inmarsat as soon as practicable following EDC.

B

**Article 45 Launch Vehicle Compatibility**

A. If, at any time prior to Launch in respect of each Spacecraft, the interface and support requirements and technical data (the "Launch Agency Requirements") issued by the selected Launch Vehicle agency(s) as specified in Annex A differ from the Launch Agency Requirements current at CDR then the Contractor shall promptly at its own expense evaluate the consequences using its reasonable efforts in good faith to avoid any hardware modification, additional testing and/or schedule impact. These efforts shall include *inter alia* interaction (supported by Inmarsat) with the Launch Vehicle agency. If this evaluation shows that the Spacecraft is compatible with the updated Launch Agency Requirements without hardware modification or additional testing the updated Launch Agency Requirements will replace those current at CDR. If it does not, the Contractor shall provide a report to Inmarsat demonstrating the incompatibility and recommending the least cost, minimal-impact-to-schedule hardware modifications and/or additional testing which

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may be required. Provided Inmarsat accepts the findings of the Contractor, the parties will treat the matter as a change in accordance with Article 30 hereof, entitled **Changes**.

**Article 46 Customer Responsibilities and Customer Furnished Items**

If Inmarsat does not provide any item or perform any responsibility listed in Appendix 5 of Annex A, entitled **Statement of Work**, at the time stated therein such that the Contractor is not permitted adequate time to perform its obligations under the Contract, the parties shall negotiate a change to the Contract for an equitable adjustment to price, schedule and terms pursuant to Article 30. This Article 46 is subject to the Contractor using reasonable endeavours to mitigate any adverse effect of any such Inmarsat delay.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract in duplicate.

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	INM-CO/10-4909/TS
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**Appendix 1: Contract Change Notice**

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*Tom*



**CONTRACT CHANGE NOTICE**

PROJECT <i>[Project Name]</i>		CCN NO.		DATE	
CONTRACT <i>[Contract Number]</i>		xxx		DD-MM-YY	
(1) TITLE OF CHANGE <i>[Title]</i>					
(2) DESCRIPTION OF CHANGE <i>[Description]</i>			(3) RECOMMENDED INTRODUCTION POINT <i>DD-MM-YY</i>		
			(4) DRAWINGS AND SPECS. AFFECTED		
			NUMBER	ISSUE	
(7) REASON FOR CHANGE <i>[Reasons]</i>					
(8) RELATED FACTORS					
FACTOR	Y	N	FACTOR	Y	N
Performance			Testing		Other factors
Reliability			Materials and processes		
Interface			Spare parts		
Weight			Agency furnished equipment		
Dimensions			Packaging		
Electrical parameters			Publications		
(9) ESTIMATED INFLUENCES ON CONTRACT PROVISIONS					
1. TOTAL PRICE INFLUENCE					
TOTAL HOURS	LABOUR COSTS	MATERIALS	TAXES	OTHER COSTS	TOTAL COSTS
0	0	0	0	0	0
2. SCHEDULE INFLUENCE					
ON FINAL DELIVERY			ON PERT-NETWORK		
INFLUENCE ON OTHER PROVISIONS					
CONTRACTOR'S SIGNATURES				INITIATOR	
				<i>[INMARSAT]</i>	
				DATE: <i>DD-MM-YY</i>	
PROJECT MANAGER					
<i>[Name]</i> <span style="float: right;">DATE: <i>DD-MM-YY</i></span>					
CONTRACT MANAGER					
<i>[Name]</i> <span style="float: right;">DATE: <i>DD-MM-YY</i></span>					
DATE OF REJECTION		DATE OF APPROVAL		INTRODUCTION POINT	
CUSTOMER'S SIGNATURES					
PROGRAMME MANAGER				DATE:	
CONTRACTS MANAGER				DATE:	

*Project*



**CONTRACT CHANGE NOTICE**

**PRICE BREAKDOWN FORM**

Subject:	[CCN ??]	Currency:
Tender/Subcontractor:	[Name]	Date: DD-MM-YY

1) LABOUR COST Category	Total Manpower Manhrs	Basic Hourly Labour Rate	Labour Overhead		Gross Hourly Labour Rate	TOTAL COST
			%	Rate		
					0.00	0.00
	0		Total Labour Cost			0.00

2) MATERIAL COST Category	Direct Cost	Material Overheads		TOTAL COST
		%	Amount	
[Item]	0	0	0.00	0.00
			Total Material Cost	0.00

3) INT. SPECIAL FACILITIES	Hours of Use	Hourly Rate	TOTAL COST
	0	0	0
			Total Cost of Internal Special Facilities
			0

4) GENERAL & ADMINISTRATIVE OVERHEAD & GENERAL RESEARCH & DEVELOPMENT CONTRIBUTION (if applicable)	%	Total Amount of 1 &/or 2 &/or 3	TOTAL COST
General Administrative Overhead	0	0	0
General Research & Development Contribution	0	0	0
		Total G&A Overhd. & R&D Cont.	0

5) PRIME COST (1+2+3+4)	0.00
-------------------------	------

*Handwritten initials/signature*



**CONTRACT CHANGE NOTICE**

5) PRIME COST (1+2+3+4) (carried forward)	0.00
---	------

6) OTHER DIRECT COST Category	Direct Cost	Overheads (if appl.)		
		%	Amount	
External Major Products	0	0	0.00	0.00
External Special Equipment	0	0	0.00	0.00
External Services				
Travel and Subsistence				
Packing and Shipping				
Etc				
* Notes	TOTAL OTHER			0.00

7) SUB-TOTAL (5+6)	0.00
--------------------	------

8) LICENCE FEES ETC					
Description	Licensor	Basis of calculation.	Rate of %		

9) NOMINAL PROFIT	Amount 5)	Rate %	
	0.00	0	0.00

10) ADDITIONAL PROFIT	Amount 5)	Rate %	
	0.00	0	0.00

11) TAXES			
-----------	--	--	--

12) TOTAL PRICE (7+8+9+10)	0.00
----------------------------	------

13) PRESENT WORTH OF		
Spare parts to be used over [ ]-year contract		0
Labour: Annual Operation over [ ]-year contract		0
14) GRAND TOTAL (11+12)		0.00

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	INM-CO/10-4909/TS
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**Appendix 2: Request for Deviation/Waiver**

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**WAIVER DEVIATION**

SUBMITTING COMPANY:				REQUEST NUMBER:	
			PROJECT:		SHEET OF SHEETS:
Deviation	Waiver	MODEL:		SUBSYSTEM:	
EQUIPMENT / PART NAME:		DRAWING / PART NUMBER:		QUANTITY:	
SERIAL NUMBERS:		MANUFACTURER / SUPPLIER:		CONTRACT / ORDER NUMBER:	
OTHER DEVIATIONS / WAIVERS ON PART:				REJECT NOTE NUMBER:	
SPECIFIED REQUIREMENTS:					
DESCRIPTION:					
DETAILS OF DEVIATION / WAIVER AND REASON FOR APPLICATION:					
SUBMITTED BY:		QUALITY SIGNATURE:		DATE:	
PROPOSED RECOVERY ACTION / COMMENTS:				RECOVERY ACTION CLEARED. Inspector's Stamp	
				DATE:	
<input type="checkbox"/> HAS NO ADVERSE AFFECT	<input type="checkbox"/> MAINTAINABILITY	<input type="checkbox"/> SAFETY	<input type="checkbox"/> FIT	MRB REFERENCE No.(s)	
<input type="checkbox"/> INTERCHANGEABILITY	<input type="checkbox"/> DOCUMENTATION	<input type="checkbox"/> MASS	<input type="checkbox"/> OTHERS		
<input type="checkbox"/> CUSTOMER INTERFACE	<input type="checkbox"/> RELIABILITY	<input type="checkbox"/> LIFE			
<input type="checkbox"/> MISSION OBJECTIVE	<input type="checkbox"/> FUNCTION	<input type="checkbox"/> FORM			
AUTHORITY	DESIGN	STRESS	PRODUCT ASSURANCE	PROJECT MANAGER	
SUPPLIER	Agreed / Not Agreed Date:	Agreed / Not Agreed Date:	Agreed / Not Agreed Date:	Signature: Date:	
SUBCONTRACTOR	Acceptable Yes / No Date:	Acceptable Yes / No Date:	Acceptable Yes / No Date:	Signature: Date:	
PRIME CONTRACTOR	Acceptable Yes / No Date:	Acceptable Yes / No Date:	Acceptable Yes / No Date:	Signature: Date:	
CUSTOMER	PRODUCT ASSURANCE AUTHORITY DECISION Signature:                      Date:		DESIGN AUTHORITY DECISION Signature:                      Date:		
OTHER COMMENTS					

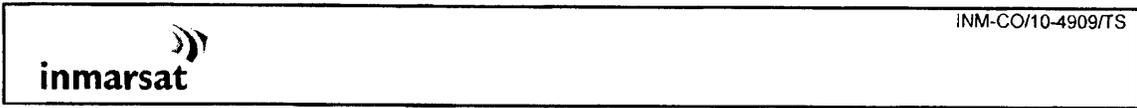
*ASm TS*



**Appendix 3:**

**NOT USED**

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**Appendix 4: Terminated Ignition Provisions**

Following Terminated Ignition, the Contractor shall, in the following order:

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INM-CO/10-4909/TS  
CCN 015



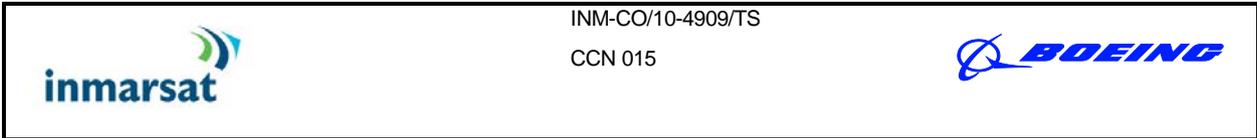
**INMARSAT 5**

**CONTRACT NO: INM-CO/10-4909/TS**

**ANNEX A - STATEMENT OF WORK**

19 June 2012





**TABLE OF CONTENTS**

**1 SCOPE.....1**

**2 RESPONSIBILITY.....2**

**3 DELIVERABLE EQUIPMENT AND SERVICES.....3**

3.1 FLIGHT SPACECRAFT .....3

3.2 LAUNCH VEHICLE INTERFACES AND LAUNCH SUPPORT ACTIVITIES.....3

3.3 MISSION OPERATIONS AND SUPPORT .....4

3.4 IN-ORBIT TEST PLAN .....7

3.5 SPACECRAFT INTERFACES TO INMARSAT’S GROUND NETWORK .....7

3.7 DELIVERABLE DOCUMENTATION .....8

3.8 SPACECRAFT SHIPMENT AND STORAGE.....9

3.9 PAYLOAD CONTROL SYSTEM (NOT APPLICABLE).....9

3.10 SPACECRAFT DYNAMIC SIMULATOR SOFTWARE .....9

**4 NON-DELIVERABLE ITEMS.....10**

4.1 DEVELOPMENT AND QUALIFICATION MODEL EQUIPMENT .....10

4.2 LIFE TEST UNITS .....10

4.3 TEST EQUIPMENT AND OTHER GROUND SUPPORT EQUIPMENT .....10

4.4 SHIPPING AND STORAGE CONTAINERS.....11

4.5 SPARE PARTS AND EQUIPMENT .....11

**5 PROGRAMME MANAGEMENT.....12**

5.1 PROGRAMME MANAGEMENT PLAN .....12

5.2 DOCUMENTATION AND DATA MANAGEMENT .....12

5.3 PROGRESS AND TECHNICAL MEETINGS .....13

**6 DESIGN ACTIVITIES .....15**

6.1 SPECIFICATIONS.....15

6.2 DESIGN ANALYSES.....15

6.3 DESIGN REVIEWS .....15

**7 TEST ACTIVITIES.....19**

7.1 GENERAL.....19

7.2 TEST DOCUMENTATION .....19

7.3 TEST DATA .....20

7.4 TEST REVIEWS.....20

**8 PRODUCT ASSURANCE REQUIREMENTS.....22**

8.1 END ITEM DELIVERY.....22

**9 OPTIONS.....23**

9.1 SPACECRAFT STORAGE .....23

9.2 SPACECRAFT FLIGHT CONTROL PROCEDURES AND SPECIALISED SOFTWARE .....23

9.3 ADDITIONAL SPACECRAFT .....23

9.4 XENON PROPELLANT TOP OFF .....23

9.5 HCP FREQUENCY PLAN OFFSET .....23

9.6 HCP GOVERNMENT/COMMERCIAL CROSS CONNECT .....24

**APPENDIX 1: LAUNCH VEHICLE SUPPORT REQUIREMENTS .....25**

**APPENDIX 2: OPERATIONS SUPPORT PLAN .....26**

**APPENDIX 3: DELIVERABLE EQUIPMENT AND SERVICES.....28**

**APPENDIX 4: CONTRACT DOCUMENTATION LIST (CDRL) .....29**

	INM-CO/10-4909/TS CCN 015	
---	------------------------------	---

**APPENDIX 5: INMARSAT DELIVERABLE ITEMS.....38**  
**APPENDIX 6: FLIGHT DYNAMICS SOFTWARE .....39**

**REMAINDER REDACTED FOR PUBLIC INSPECTION**



INM-CO/10-4909/TS  
CCN1 - CCN5, CCN7, CCN9,  
CCN11,CCN12 & CCN14  
incorporated  
April 11, 2012



## **INMARSAT 5**

**CONTRACT NO: INM-CO/10-4909/TS**

**ANNEX B: TECHNICAL SPECIFICATIONS AND  
OPERATIONAL REQUIREMENTS**

	INM-CO/10-4909/TS CCN1 - CCN5, CCN7, CCN9, CCN11,CCN12 & CCN14 incorporated April 11, 2012	
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**DOCUMENT STATUS PAGE**

Issue	Update	Date	Modified Pages
1	0	20/11/09	First release
2	0	10/12/09	Incorporates review team comments
2	1	15/02/10	Additional revisions
3	2	29/06/10	Update for Boeing Proposed Design
4	0	30/6/10	Negotiation version
4	1	07/07/10	Merged Annex B and B1
4	2	12/07/10	El Segundo negotiations
5	0	20/07/10	Inmarsat Editorial Cleanup
5	1	16/07/10	Updated after teleconferences prior to final negotiation week
5	2	27/7/10	London negotiations w/c 26 July
5	3	27/7/10	Editorial updates
5	4	28/7/10	Extra gateway swap included
6	0	18/4/11	Incorporates CCN 1, 2, 3 and 4
6	1	10/06/11	Incorporates CCN 5
7	0	23/06/11	Incorporates CCN 7
9	0	29/09/11	Incorporates CCN 9
10	0	23/11/11	Incorporates CCN 11
11	0	03/02/12	Incorporates CCN 12
<u>12</u>	<u>0</u>	<u>4/11/12</u>	<u>Incorporates CCN 14</u>

	INM-CO/10-4909/TS CCN1 - CCN5, CCN7, CCN9, CCN11,CCN12 & CCN14 incorporated April 11, 2012	
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## TABLE OF CONTENTS

<b>1.</b>	<b>INTRODUCTION .....</b>	<b>1</b>
<b>2.</b>	<b>SPACECRAFT SYSTEM REQUIREMENTS .....</b>	<b>2</b>
2.1	GENERAL.....	2
2.2	ORBITAL REQUIREMENTS .....	2
2.3	LAUNCH REQUIREMENTS.....	3
2.4	DEFINITION OF CO-ORDINATE AXES, ATTITUDE ANGLES AND TORQUES .....	4
2.5	SYSTEM BUDGETS .....	5
2.6	SPACECRAFT RELIABILITY REQUIREMENTS.....	7
2.7	RADIATION ENVIRONMENT .....	8
2.8	OPERATIONAL REQUIREMENTS .....	8
<b>3.</b>	<b>COMMUNICATIONS SUBSYSTEM.....</b>	<b>10</b>
3.1	FUNCTIONAL DESCRIPTION.....	10
3.2	PERFORMANCE REQUIREMENTS.....	11
3.3	FREQUENCY PLAN.....	11
3.4	COVERAGE .....	16
3.5	ANTENNA PERFORMANCE .....	20
3.6	G/T .....	23
3.7	EIRP .....	24
3.8	GAIN .....	25
3.9	POWER FLUX DENSITY .....	27
3.10	LINEARITY .....	28
3.11	IN-BAND FREQUENCY RESPONSE .....	30
3.12	OUT-OF-BAND RESPONSE.....	33
3.13	FREQUENCY CONVERSION.....	34
3.14	SPURIOUS OUTPUT SIGNALS .....	35
3.15	OUTAGES .....	36
3.16	CESSATION OF EMISSIONS.....	37
3.17	TRANSPONDER DELAY .....	37
3.18	INTERFACE REQUIREMENTS .....	37
<b>4.</b>	<b>TELEMETRY, TRACKING AND COMMAND SUBSYSTEM .....</b>	<b>38</b>
4.1	FUNCTIONAL DESCRIPTION.....	38
4.2	RADIO FREQUENCY REQUIREMENTS .....	38
4.3	TELEMETRY FUNCTION .....	42
4.4	COMMAND FUNCTION .....	43
4.5	RANGING FUNCTION .....	45
4.6	INTERFACE REQUIREMENTS .....	46
4.7	GROUND STATION CHARACTERISTICS.....	47
<b>5.</b>	<b>ATTITUDE AND ORBIT CONTROL SUBSYSTEM (AOCS).....</b>	<b>50</b>
5.1	ATTITUDE DETERMINATION .....	50
5.2	ATTITUDE AND ORBIT CONTROL.....	50
5.3	FAULT PROTECTION.....	52
5.4	INTERFACE REQUIREMENTS .....	53
<b>6.</b>	<b>PROPULSION SUBSYSTEM.....</b>	<b>55</b>
6.1	FUNCTIONAL REQUIREMENTS.....	55
6.2	PROPELLANT BUDGETS .....	58
6.3	SUBSYSTEM INTERFACES.....	59
<b>7.</b>	<b>ELECTRICAL POWER SUBSYSTEM .....</b>	<b>60</b>
7.1	FUNCTIONAL REQUIREMENTS.....	60
7.2	INTERFACE REQUIREMENTS .....	63

	INM-CO/10-4909/TS CCN1 - CCN5, CCN7, CCN9, CCN11,CCN12 & CCN14 incorporated April 11, 2012	
--	--	--

<b>8.</b>	<b>THERMAL CONTROL SUBSYSTEM .....</b>	<b>64</b>
8.1	FUNCTIONAL REQUIREMENTS.....	64
8.2	DESIGN REQUIREMENTS.....	65
8.3	INTERFACE REQUIREMENTS .....	65
<b>9.</b>	<b>STRUCTURE SUBSYSTEM .....</b>	<b>67</b>
9.1	PERFORMANCE REQUIREMENTS.....	67
9.2	SUBSYSTEM DESIGN REQUIREMENTS .....	67
<b>10.</b>	<b>MECHANISMS .....</b>	<b>70</b>
10.1	DESIGN REQUIREMENTS.....	70
10.2	INTERFACE REQUIREMENTS .....	71
<b>11.</b>	<b>PYROTECHNIC SUBSYSTEM .....</b>	<b>73</b>
11.1	DESIGN REQUIREMENTS.....	73
11.2	INTERFACE REQUIREMENTS .....	74
<b>12.</b>	<b>SPACECRAFT DESIGN REQUIREMENTS .....</b>	<b>75</b>
12.1	GENERAL.....	75
12.2	MECHANICAL DESIGN REQUIREMENTS .....	76
12.3	ELECTRICAL DESIGN REQUIREMENTS .....	76
12.4	HARDWARE / SOFTWARE FOR MICROPROCESSOR SYSTEMS .....	79
12.5	RADIATION DESIGN REQUIREMENTS .....	80
12.6	GENERAL TELECOMMAND AND TELEMETRY REQUIREMENTS.....	81

**APPENDIX 1 – Coverage Polygon**

**APPENDIX 2 – Dynamic Software Simulator**

**APPENDIX 3 – Channel Frequency Assignments**

**APPENDIX 4 – Channel to Beam Mapping**

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**ANNEX C: INCENTIVES PAYBACK PERFORMANCE ALGORITHM**

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DOCUMENT STATUS PAGE

Issue	Update	Date	Modified Pages
1	0	20/11/09	First Issue
2	0	10/12/09	Incorporates comments from review team
2	1	18/01/10	Additional comments
3	0	23/06/10	Updated for revised payload configuration
4	0	07/07/10	Updated during negotiations
5	0	20/07/10	Inmarsat Editorial
5	1	28/7/10	London negotiations

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TABLE OF CONTENTS

- 1. INTRODUCTION ..... 1
- 2. CHANNEL PERFORMANCE DEGRADATION FACTOR ..... 2
  - 2.1 Forward Link Channel Degradation Factor..... 2
  - 2.2 Return Link Channel Degradation Factor ..... 2
  - 2.3 HCP-Government Mesh Channel Degradation Factor ..... 3
  - 2.4 Channel Degradation Factor..... 3
  - 2.5 Global Payload Degradation Factors..... 3
  - 2.6 Steerable Antenna Degradation Factor..... 3
- 3. SPACECRAFT PERFORMANCE DEGRADATION FACTOR ..... 4
- 4. EXAMPLES ..... 5
  - 4.1 Example 1 ..... 5
  - 4.2 Example 2 ..... 5
  - 4.3 Example 3 ..... 5
  - 4.4 Example 4 ..... 6
  - 4.5 Example 5 ..... 6
- 5. FORMULA ..... 7

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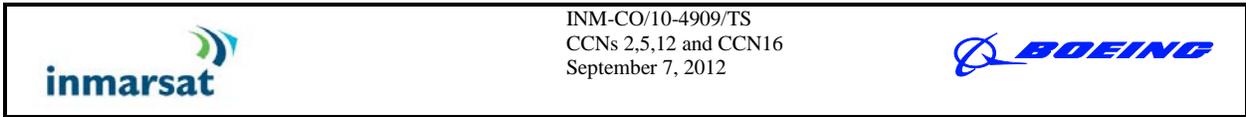
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CCNs 2,5,12 and CCN16  
September 7, 2012



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**ANNEX D – SPACECRAFT INTEGRATED TEST PLAN**

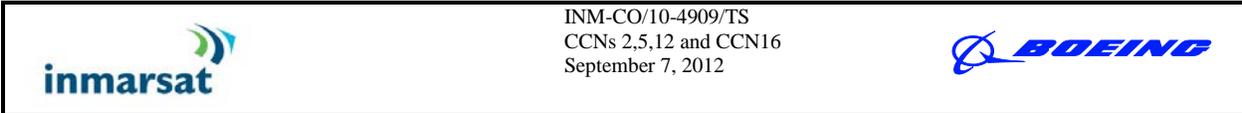


**DOCUMENT STATUS PAGE**

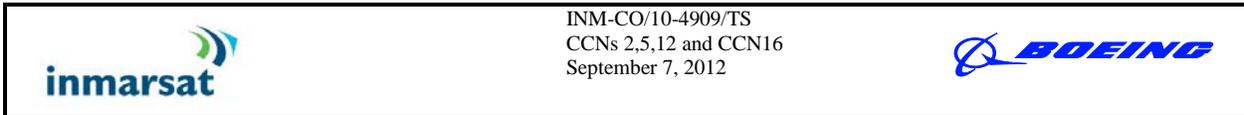
Issue	Update	Date	Modified Pages
1	0	X/X/10	First release
6	1	10/06/11	Incorporates CCN 5

**TABLE OF CONTENTS**

	<b>Page</b>
1. Introduction.....	1
1.1 TEST REVIEWS .....	2
1.1.1 Test Readiness Reviews .....	2
1.1.2 Post-Test Review.....	2
1.1.3 Spacecraft Pre-Shipment Review .....	2
1.1.4 Spacecraft Post-Shipment Inspection .....	2
1.1.5 Launch Readiness Review.....	2
1.3 CUSTOMER PARTICIPATION .....	3
1.4 TEST DATA.....	3
1.4.1 Electronic Test Data .....	4
2. Test Philosophy and Definitions.....	5
2.1 EQUIPMENT CATEGORIZATION .....	6
2.2 DEVELOPMENT TESTING .....	8
2.3 QUALIFICATION TESTING.....	8
2.4 PROTOFLIGHT TESTING .....	8
2.5 ACCEPTANCE TESTING.....	8
2.6 LIFE TESTING .....	9
2.7 TEST EQUIPMENT AND FACILITIES.....	9
3. Unit Level Testing .....	12
3.1 LIFE TESTING .....	12
3.1.1 Propulsion.....	12
3.1.2 Li-Ion Battery .....	12
3.1.3 Heat Pipe .....	13
3.1.3.1 Loop Heat Pipe.....	13
3.1.4 Solar Arrays.....	13
3.1.5 Traveling Wave Tube.....	14
3.1.6 Mechanisms.....	15
3.1.7 Crystal Oscillators .....	15



- 3.1.8 RF Electro-Mechanical.....15
- 3.2 UNIT LEVEL PHASE DESCRIPTIONS .....15
  - 3.2.1 Initial (Reference) Unit Performance Test (UPT 1).....16
  - 3.2.2 ESD Tests .....18
  - 3.2.3 Quasi-Static Test (Qualification only) .....18
  - 3.2.4 Vibration Stress Test .....19
  - 3.2.5 Shock Tests (Qualification only).....19
  - 3.2.6 Second (Post-vibration) Unit Performance Test (UPT 2) .....19
  - 3.2.7 Rapid Depressurization Tests .....20
  - 3.2.8 Thermal Vacuum/Thermal Cycling Tests .....20
  - 3.2.9 EMC Tests .....21
  - 3.2.10 Final Unit Performance Test (UPT 3) .....22
  - 3.2.11 Burn-in.....22
  - 3.2.12 Antenna Unit Level Testing .....22
  - 3.2.13 Software Development and Validation .....24
- 3.3 UNIT LEVEL ENVIRONMENTAL PLAN .....25
- 3.4 GENERAL COMMUNICATION UNIT TEST PLAN .....31
- 4. Subsystem and System Level Testing..... 33
  - 4.1 SYSTEM AND SUBSYSTEM PHASE DESCRIPTIONS .....34
    - 4.1.1 Subsystem Level.....34
      - 4.1.1.1 Attitude Control Subsystem .....34
      - 4.1.1.2 Power Subsystem .....34
        - 4.1.1.2.1 Power Electronics.....34
        - 4.1.1.2.2 Solar Wings .....34
        - 4.1.1.2.3 Battery .....35
      - 4.1.1.3 TC&R Subsystem .....35
      - 4.1.1.4 Structures .....35
      - 4.1.1.5 Propulsion Subsystem .....35
      - 4.1.1.6 Antenna Subsystem.....35
      - 4.1.1.7 Thermal Subsystem.....36
      - 4.1.1.8 Communication Subsystem.....37
    - 4.1.2 System Level .....37
      - 4.1.2.1 Module Test .....39
        - 4.1.2.1.1 Payload Module Test.....40
        - 4.1.2.1.2 Bus Module Test .....40
      - 4.1.2.2 Integrated Spacecraft Test.....41
        - 4.1.2.2.1 Spacecraft Integration.....41
        - 4.1.2.2.2 Interface Verification Test.....41
        - 4.1.2.2.3 Initial Integrated System Test.....41
        - 4.1.2.2.4 Mechanical Environment Verification .....43
          - 4.1.2.2.4.1 Mechanical Environment Build.....43
          - 4.1.2.2.4.2 Sine Vibration Testing.....43
          - 4.1.2.2.4.3 Acoustic Testing.....44
          - 4.1.2.2.4.4 Pyro-Release/First Motion Testing .....44



4.1.2.2.5 Spacecraft Thermal Vacuum Test .....44

4.1.2.2.5.1 Thermal Environment Build.....44

4.1.2.2.5.2 Ambient 1 .....44

4.1.2.2.5.3 Thermal Vacuum.....45

4.1.2.2.6 Post Environment Verification.....47

4.1.2.2.6.1 FIST.....47

4.1.2.2.6.2 Flight Final .....48

4.1.2.2.6.3 Mass Properties .....48

4.1.2.2.7 Launch Site Verification .....48

4.1.2.2.7.1 Shipment.....48

4.1.2.2.7.2 Launch Site Functional Test.....48

4.1.2.2.7.3 Pre-encapsulation Verification .....49

4.1.2.2.7.4 Post-encapsulation Verification .....49

4.2 SYSTEM AND SUBSYSTEM ENVIRONMENTAL PLAN .....50

4.3 SYSTEM AND SUBSYSTEM TEST PLAN .....51

4.3.1 Mechanical .....51

4.3.2 Electrical Power Subsystem .....53

4.3.3 Attitude Control Subsystem .....54

4.3.4 Liquid Propulsion Subsystem.....56

4.3.5 Xenon Ion Propulsion Subsystem .....58

4.3.6 Telemetry and Command Subsystem (Digital Equipment) .....59

4.3.7 Telemetry, Command and Ranging Subsystem (RF Equipment) .....60

4.3.7 Telemetry, Command and Ranging Subsystem (RF Equipment) .....60

4.3.8 Communications Subsystem .....61

5. In-orbit Testing ..... 63

5.1 OVERVIEW .....63

Acronyms ..... 64

**LIST OF TABLES**

	<b>Page</b>
Table 2-1. Test Tolerances.....	10
Table 2-2. Payload Test Tolerances.....	11
Table 3-1. XIPS Thruster Life Test .....	12
Table 3-2. Mechanisms Life Test .....	15
Table 3-3. Unit Level Environmental Plan.....	25
Table 3-4. Payload Unit Thermal Cycle Requirements See Notes after Table 3-3. ....	27
Table 3-5. Bus Unit Thermal Cycle Requirements (continued).....	29
Table 3-6. Low Noise Amplifiers and Downconverters.....	31
Table 3-7. Filters.....	31
Table 3-8. Channel Amplifiers and Linearizers.....	32

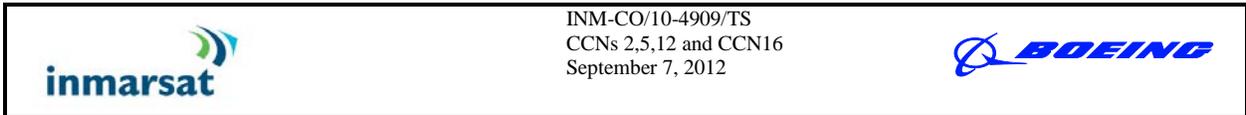


Table 3-9. Traveling Wave Tube (TWT) and Linearized Traveling Wave Tube Amplifier (LTWTA) ..... 32

Table 4-1. System and Subsystem Level Environmental Plan ..... 50

Payload Units ..... 69

Platform Units ..... 70

Platform Units (continued) ..... 71

Repeater: Repeater; Low Noise Amplifiers ..... 72

Repeater; Low Noise Amplifiers ..... 73

Repeater: Up/Down-Converters..... 74

Repeater: Channel Amplifier with Linearizer and ALC ..... 75

Repeater: TWT/LTWTA ..... 76

Repeater: Common Power Supply ..... 77

T&C RF: Command Receiver ..... 78

T&C RF: Telemetry Transmitter ..... 79

Antenna: Reflector ..... 80

Antenna: Structure ..... 80

Antenna: Feed Assembly (horn + OMT only) (HCP, Globals, Gateway) ..... 80

Antenna: Feed Assembly - (horn + polarizer only) (User) ..... 82

Antenna: Orthomode transducer (OMT) ..... 82

Antenna: Polarizer ..... 83

Antenna: Diplexer ..... 83

Antenna: T&C Bicone/Pipe ..... 84

Passive Microwave: IMUX..... 85

Passive Microwave: OMUX ..... 86

Passive Microwave: Waveguide Switches..... 87

Passive Microwave: Coaxial Switches ..... 88

Passive Microwave: Coaxial Switch Packs\* ..... 89

Payload Mechanisms: Extended Reflector Positioning Mechanism (XRPM) ..... 90

Payload Mechanisms: Redundant Small Gimbal Mechanisms (RSGM) ..... 90

Payload Mechanisms: Antenna Deployment Mechanisms (ABDM) ..... 91

Payload Mechanisms: Deployable Radiator Mechanism (DRM)..... 91

Platform Units ..... 92

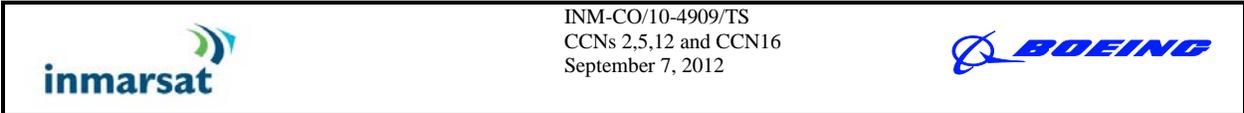
ACS: Spacecraft Control Processor (SCP) ..... 92

ACS: Scalable Space Inertial Reference Unit (SSIRU)..... 94

ACS: Sun Sensor (EXTOSS)..... 95

ACS: Reaction Wheel Assembly (RWA) ..... 97

ACS: Solar Wing Drive (SWD)..... 98



ACS: Solar Wing Positioner (SWP) ..... 99

Power: Battery Pack..... 100

Power: Solar Array ..... 100

Solar Array Mechanisms: Hinges ..... 101

Power: Integrated Power Controller ..... 102

Power: Battery Control Electronics (BEU)..... 103

Power: Bus and Payload Power Distribution Unit (BPDU, PPDU) ..... 104

T&C Digital: Squib Driver Unit (SDU)..... 105

T&C Digital: Central Telemetry and Command Unit (CTCU) ..... 106

T&C Digital: Remote Telemetry and Command Unit (RTCU) ..... 108

T&C Digital: Multiplexing Telemetry Unit (MTU) ..... 109

XIPS Propulsion: Gimballed XIPS Positioner (GXP) ..... 110

XIPS Propulsion: 25 cm Xenon Ion Thruster ..... 110

XIPS Propulsion: XIPS Power Conditioner (XPC) ..... 111

XIPS Propulsion: Xenon Propellant Tank ..... 111

XIPS Propulsion: Pressure Transducer ..... 112

XIPS Propulsion: Xenon Regulator ..... 113

XIPS Propulsion: Xenon Filter ..... 113

XIPS Propulsion: (Low Pressure) latch Valve..... 114

XIPS Propulsion: Dual Flow Orifice ..... 116

XIPS Propulsion: Pyro Valve ..... 117

XIPS Propulsion: Fill & Drain Valve ..... 117

Liquid Propulsion: Propellant Tank..... 118

Liquid Propulsion: Pressurant Tank..... 118

Liquid Propulsion: 10 & 22N Thrusters ..... 119

Liquid Propulsion: Pressure Transducer ..... 120

Liquid Propulsion: HPLAT Thruster ..... 121

Liquid Propulsion: Pressure Regulator ..... 122

Liquid Propulsion: Pyro Valve ..... 123

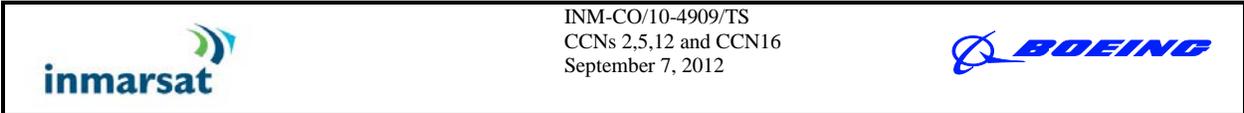
Liquid Propulsion: Check Valve..... 124

Liquid Propulsion: Fill & Drain Valve ..... 124

Liquid Propulsion: Bipropellant Latch Valve..... 125

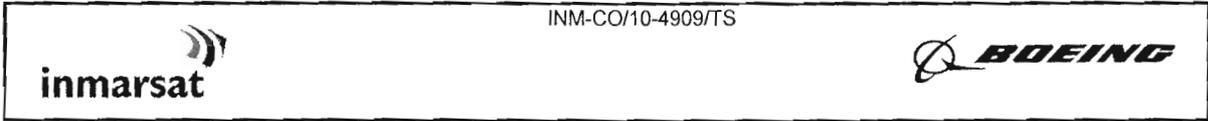
Liquid Propulsion: Filters ..... 126

**LIST OF FIGURES**



	<b>Page</b>
Figure 2-1. Inmarsat-5 Baseline Integration and Test Flow .....	7
Figure 3-1. Inmarsat-5 Baseline Unit Test Flow .....	18
Figure 3-2. Typical Inmarsat-5 Unit Thermal Test Temperature Profile .....	21
Figure 4-1. Antenna Subsystem Test Flow .....	36
Figure 4-1a. Typical Protoflight Spacecraft Thermal Vacuum Profile.....	46
Figure 4-1b. Typical Acceptance Spacecraft Thermal Vacuum Profile .....	47

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**INMARSAT 5**

**CONTRACT NO: INM-CO/10-4909/TS**

**ANNEX E: PRODUCT ASSURANCE**

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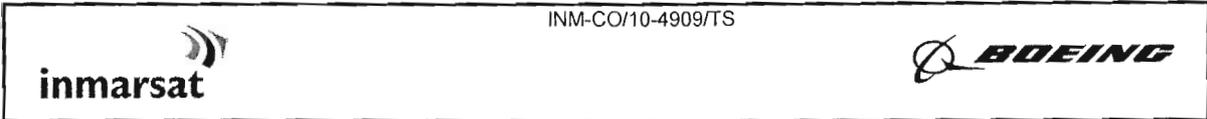
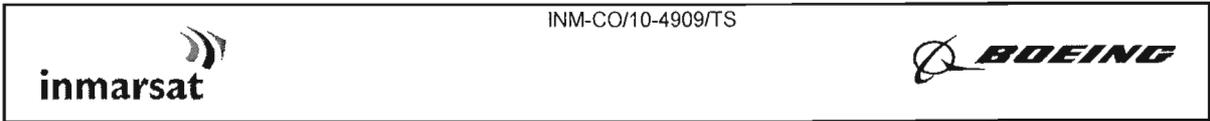


TABLE OF CONTENTS

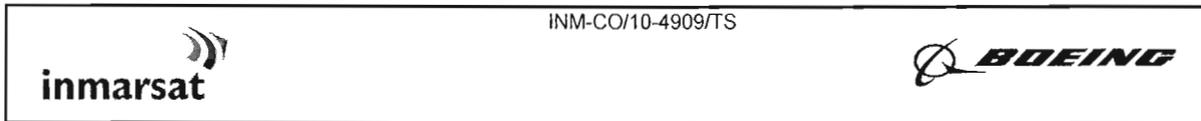
Page

- 1. BASIC PROVISIONS .....1
  - 1.1 PROGRAM CONTENT .....1
  - 1.2 QUALITY ASSURANCE PROGRAM .....1
  - 1.3 APPLICABLE DOCUMENTS .....2
    - 1.3.1 U.S. Government and Industry Documents .....2
    - 1.3.2 Boeing Documents .....3
  
- 2. ORGANIZATION AND MANAGEMENT .....5
  - 2.1 BASIC PROVISIONS .....5
  - 2.2 ORGANIZATION .....5
    - 2.2.1 Responsibilities .....5
  - 2.3 REVIEWS .....6
    - 2.3.1 Basic Provisions .....6
    - 2.3.2 Program Product Assurance Reviews .....7
  - 2.4 AUDIT RESPONSIBILITIES .....7
  - 2.5 DOCUMENTATION .....7
  - 2.6 SUBCONTRACTOR AND SUPPLIER PRODUCT ASSURANCE PROGRAM CONTROL .....7
    - 2.6.1 Basic Provisions .....7
    - 2.6.2 High-Reliability Parts Suppliers .....8
    - 2.6.3 Subcontractors .....8
    - 2.6.4 Subcontractor Flowdown .....8
  - 2.7 PROGRESS REPORTING .....9
  - 2.8 BOEING INTERNAL PROBLEM ADVISORY ALERT PROCESS .....9
  - 2.9 GIDEP AND OTHER INDUSTRY ALERTS .....9
  - 2.10 CUSTOMER INTERFACE .....9
  
- 3. QUALITY ASSURANCE .....12
  - 3.1 BASIC PROVISIONS .....12
  - 3.2 FUNCTION ADMINISTRATION .....12
    - 3.2.1 Responsibilities .....12
    - 3.2.2 Tasks .....12
    - 3.2.3 Audits .....13
  - 3.3 PROCUREMENT CONTROLS .....13
    - 3.3.1 Responsibility .....13
    - 3.3.2 Subcontractor and Supplier Evaluation .....13
    - 3.3.3 Procurement Document Requirements .....13
    - 3.3.4 Supplier Quality .....14
    - 3.3.5 Receiving Inspection .....14
  - 3.4 MANUFACTURING CONTROLS .....14
    - 3.4.1 Fabrication and Assembly Operations .....14
    - 3.4.2 Stores Control .....15
    - 3.4.3 Process Control .....15

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- 3.4.4 Process and Personnel Certification.....15
- 3.4.5 Workmanship Standards .....15
- 3.4.6 Cleanliness and Contamination Control .....15
- 3.4.7 Configuration Control.....16
- 3.4.8 Electrostatic Discharge Control .....16
- 3.5 TESTING AND INSPECTION.....16
  - 3.5.1 In-process Inspections.....16
  - 3.5.2 Final Test and Inspection .....17
  - 3.5.3 Subsystem and System Assembly and Test Inspection and Records .....17
  - 3.5.4 Test Participation .....17
- 3.6 ANOMALY REPORTING AND CORRECTIVE ACTION—  
NONCONFORMING ARTICLE AND MATERIAL CONTROL.....18
  - 3.6.1 Material Review Activity and Control.....18
  - 3.6.2 Nonconformance and Failure Processing .....18
    - 3.6.2.1 Definitions.....18
    - 3.6.2.2 Nonconformance and Failure Database .....19
    - 3.6.2.3 Nonconformance Review.....19
    - 3.6.2.4 Failure Review .....19
  - 3.6.3 Corrective Action.....20
  - 3.6.4 Subcontractor Material Review .....20
  - 3.6.5 Nonconformance and Failure Database .....20
  - 3.6.6 Subcontractor Failure Reporting.....20
- 3.7 MEASUREMENT PROCESSES AND CALIBRATION .....21
  - 3.7.1 Basic System.....21
  - 3.7.2 Calibration Controls.....21
  - 3.7.3 Remedial and Preventive Action .....21
  - 3.7.4 Subcontractor Controls .....21
- 3.8 HISTORY RECORDS AND TRACEABILITY.....22
  - 3.8.1 History Records .....22
    - 3.8.1.1 General.....22
    - 3.8.1.2 Photographs.....22
  - 3.8.2 Traceability .....22
    - 3.8.2.1 Boeing.....23
    - 3.8.2.2 Subcontractors.....23
- 3.9 STAMP CONTROLS .....23
- 3.10 SAMPLING PLANS, STATISTICAL PLANNING, AND ANALYSIS .....24
- 3.11 HANDLING AND SHIPPING.....24
  - 3.11.1 Handling.....24
  - 3.11.2 Shipping .....24
  - 3.11.3 Transportation .....24
- 3.12 SOFTWARE QUALITY ASSURANCE .....24
  - 3.12.1 Software Quality Audits .....26
  - 3.12.2 Corrective Action Process.....26
- 3.13 LAUNCH SITE ACTIVITIES .....26
- 4. RELIABILITY ENGINEERING .....27



4.1 BASIC PROVISIONS .....27

4.2 FUNCTION ADMINISTRATION .....27

    4.2.1 Responsibilities .....27

    4.2.2 Tasks .....27

4.3 RELIABILITY ASSESSMENTS .....28

    4.3.1 Requirements and Apportionment .....28

        4.3.1.1 Requirements .....28

        4.3.1.2 Apportionment .....28

    4.3.2 Analyses .....28

        4.3.2.1 Failure Rates .....28

        4.3.2.2 Analysis Results .....29

    4.3.3 Part Application Derating .....29

    4.3.4 Failure Modes and Effects Analysis .....29

    4.3.5 Single-Point Failures .....30

    4.3.6 Wearout Analysis .....30

    4.3.7 Worst Case and Survivability Analysis .....30

    4.3.8 Critical Items List .....31

    4.3.9 Reliability Analysis Updates .....32

    4.3.10 Failure Analysis .....32

    4.3.11 On-orbit Performance .....32

5 SURVIVABILITY ASSESSMENTS

5. PARTS, MATERIALS, AND PROCESSES CONTROL .....33

6. CONFIGURATION AND DATA MANAGEMENT .....35

    6.1 GENERAL .....35

    6.2 REQUESTS FOR DEVIATIONS AND WAIVERS .....35

    6.3 REPORTS .....35

    6.4 VERIFICATION .....36

7. SYSTEM SAFETY .....37

    7.1 SYSTEM SAFETY PLAN .....37

    7.2 SAFETY AND HAZARD ANALYSES .....37

8. QUALIFICATION .....38

APPENDIX A. ACRONYMS ..... A-39

APPENDIX B. PARTS, MATERIALS, AND PROCESSES .....B-42

APPENDIX C. DEFINITIONS AND ACRONYMS ..... C-100

APPENDIX D. CHANGE RECORD FOR REVISION A ..... D-109

APPENDIX E. PRELIMINARY SINGLE-POINT FAILURE LIST .....E-116

APPENDIX F. WEAROUT SUSCEPTIBLE COMPONENTS .....F-117





**LIST OF TABLES**

	<b>Page</b>
Table 2-1. QA Activities Meeting and Reviews .....	10

**LIST OF FIGURES**

	<b>Page</b>
Figure 2-1. PQM's Staff and Reporting .....	5
Figure 2-2. Quality Organization Interface .....	6
Figure 5-1. Boeing Leverages Enterprise Boards and Expertise to Execute PMPC Processes Consistently across S&IS and to Benefit from Lessons Learned on Every Program .....	34

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**CONTRACT NO: INM-CO/10-4909/TS**

**ANNEX F: RADIATION ENVIRONMENT**



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**DOCUMENT STATUS PAGE**

<b>Issue</b>	<b>Update</b>	<b>Date</b>	<b>Modified Pages</b>
1	0	20/11/09	Initial issue
2	1	10/12/09	Re-formatted





TABLE OF CONTENTS

1. Radiation Environment ..... 1
1.1. Electron Environment..... 1
1.1.1. Trapped Electron Environment..... 1
1.1.2. Plasma Electron Environment ..... 1
1.2. Proton Environment ..... 3
1.2.1. Trapped Proton Environment ..... 3
1.2.2. Plasma Proton Environment..... 3
1.2.3. Solar Flare Proton Environment ..... 4
1.3. Alpha Particles ..... 6
1.4. Cosmic Ray radiation ..... 6
1.5. Deep Charging Electron Environment..... 8
1.6. Surface Charging Electron Environment..... 9
1.7. Ultraviolet Radiation ..... 9
1.8. Micrometeoroid and orbital debris Environments ..... 10
1.9. Transfer Orbit Environment..... 11
1.9.1. Transfer Orbit Electron Environment ..... 11
1.9.2. Transfer Orbit Proton Environment..... 13

TABLE OF TABLES

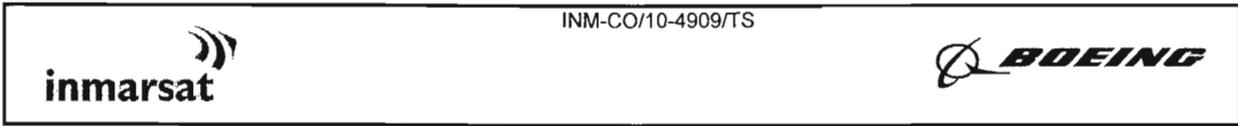
Table 1-1 Trapped Electron Environment..... 1
Table 1-2 Plasma Electron Environment ..... 2
Table 1-3 Trapped Proton Environment ..... 3
Table 1-4 Plasma Proton Environment..... 4
Table 1-5 Solar Flare Protons, JPL 90% ..... 4
Table 1-6 Solar Flare Protons, 2X23rd ..... 5
Table 1-7 CRÈME 96 Heavy Ion Integral Flux..... 7
Table 1-8 CRÈME 96 Integral Proton Flux ..... 8
Table 1-9 Internal Charging Environment..... 9
Table 1-10. Surface Charging Environments..... 9
Table 1-11 Ultraviolet Radiation ..... 10
Table 1-12 Transfer Orbit Electron Environment ..... 13
Table 1-13 Transfer Orbit Proton Environment..... 13

TABLE OF FIGURES

Figure 1-1 Orbital Debris Environment..... 12

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**INMARSAT 5**

**CONTRACT NO: INM-CO/10-4909/TS**

**ANNEX G: SHIPPING, TRANSPORTATION AND STORAGE PLANS**

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**DOCUMENT STATUS PAGE**

Issue	Update	Date	Modified Pages
1	0	20/11/09	Issue 1 – First issue
2	0	10/12/09	Issue 2 – Re-formatted
2	1	15/02/10	Issue 2 – Reviewed

SOS



**TABLE OF CONTENTS**

**1. GUIDELINES..... 1**

**2. HANDLING ..... 1**

**3. SHIPPING..... 2**

**4. STORAGE PLAN..... 3**

    4.1 GENERAL ..... 3

        4.1.1 Pre-Shipment Storage ..... 3

        4.1.2 Launch Based Storage ..... 4

    4.2 Ground Storage..... 4

        4.2.1 Access Control..... 5

        4.2.2 Monitoring ..... 5

        4.2.3 Facilities ..... 5

        4.2.4 Satellite Preparation for Long-Term Storage ..... 6

    1. Pressurize propellant subsystem (unfueled) to: ..... 6

        4.2.5 Solar Array Storage ..... 7

    4.3 Limited Shelf Life Materials ..... 7

    4.4 In Storage and Post Storage Test Requirements..... 7

        4.4.1 Zero to One Month considerations ..... 8

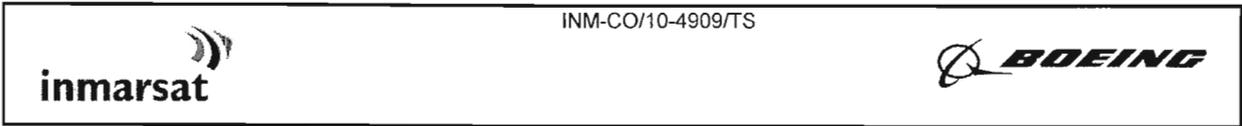
        4.4.2 One to Three & three to twelve considerations ..... 8

        4.4.3 Greater than Twelve Month considerations..... 9

        4.4.4 Storage of a fueled Spacecraft ..... 9

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**INMARSAT 5**

**CONTRACT NO: INM-CO/10-4909/TS**

**ANNEX H – KEY PERSONNEL**

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2	0	10/12/09	Issue 2 - Reformatted

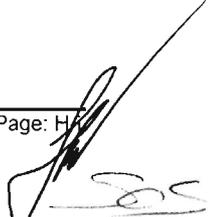


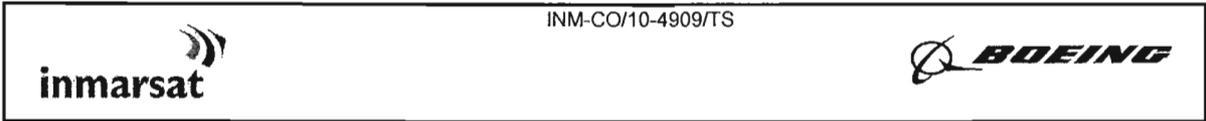


TABLE OF CONTENTS

	<b>Page</b>
1. GUIDELINES.....	1
2. KEY PERSONNEL.....	1

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**ANNEX I – KEY SUBCONTRACTORS**

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***DOCUMENT STATUS PAGE***

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2	0	10/12/09	Issue 2 – Reformatted

  
505

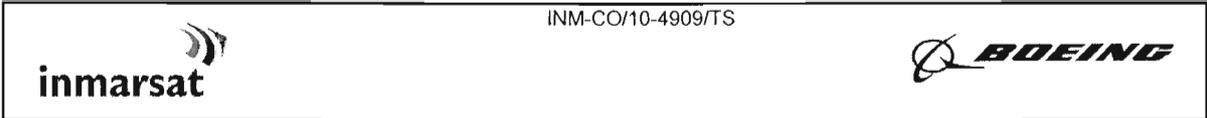


TABLE OF CONTENTS

	Page
1. LIST OF KEY SUBCONTRACTORS .....	1

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**ANNEX J – GOVERNMENTAL AUTHORISATIONS**

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<b>Issue</b>	<b>Update</b>	<b>Date</b>	<b>Modified Pages</b>
1	0	20/11/09	Issue 1
2	0	10/12/09	Issue 2 – Reformatted

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SOS



TABLE OF CONTENTS

	Page
1. PART A - ITEMS REQUIRING TAAS.....	1
1.1 PAYLOAD ITEMS .....	1
1.2 SERVICE (BUS) MODULE ITEMS .....	1
2. PART B - ITEMS REQUIRING EXPORT LICENSES.....	3
2.1 PAYLOAD ITEMS .....	3
2.2 SERVICE MODULE ITEMS .....	3

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CCN 018



**INMARSAT 5**

**CONTRACT No. INM-CO/10-4909/TS**

**ANNEX K – PRICE BREAK DOWN**

| 23 October 2012



TABLE OF CONTENTS

	<b>Page</b>
<u>1 Contract Price Summary.....</u>	<u>1</u>
<u>1.1 Contract Price Summary for the Three Spacecraft Program with Concurrent High Capacity Payload.....</u>	<u>1</u>
<u>1.2 Price Summary for Launch Operations Support.....</u>	<u>2</u>
<u>2 Options.....</u>	<u>3</u>
<u>2.1 Escalation for the Fourth and Fifth Spacecraft, and Options.....</u>	<u>3</u>
<u>2.2 Optional Fourth and Fifth Spacecraft Prices.....</u>	<u>3</u>
<u>2.3 Price Summary for Launch Operations Support for the Fourth and Fifth Spacecraft.....</u>	<u>4</u>
<u>2.4 Price Summary for Operations and Services for the Fourth and Fifth Spacecraft.....</u>	<u>4</u>
<u>2.5 Spacecraft Storage.....</u>	<u>5</u>
<u>2.6 Government High Capacity Payload (HCP) Into Commercial HCP Feederlink Crossover Option for the Fourth and Fifth Optional Spacecraft.....</u>	<u>6</u>
<u>2.7 Xenon Top-off Option.....</u>	<u>6</u>
<u>2.8 Digital Satellite Simulator (DSS) Source Code in Escrow – Option Expired.....</u>	<u>6</u>
<u>2.9 HCP User Frequency Shift Option – Option Expired.....</u>	<u>6</u>
<u>2.10 Helium Tank Depressurization Option – Option Expired.....</u>	<u>7</u>
<u>2.11 Additional Global Gateway Swap Options – Incorporated in Baseline.....</u>	<u>7</u>

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INM-CO/10-4909/TS  
CCN 018



**INMARSAT 5**  
**CONTRACT No. INM-CO/10-4909/TS**  
**ANNEX L – PAYMENT PLAN**

23 October 2012



INM-CO/10-4909/TS  
CCN 018



## TABLE OF CONTENTS

	<b>Page</b>
1. PAYMENT PLANS .....	1
1.1 Satellite Payment Plan for the Three Spacecraft Program with the Concurrent High Capacity Payload .....	1
1.2 Optional Spacecraft Payment Plan .....	3
1.3 Options Payment Plans .....	4
1.4 Performance Incentives .....	5

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INM-CO/10-4909/TS



**INMARSAT 5**

**CONTRACT No. INM-CO/10-4909/TS**

**ANNEX M – TERMINATION PROFILE**

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TABLE OF CONTENTS

	Page
1. TERMINATION PROFILES .....	1
1.1 Termination Profiles for the Three Spacecraft Program with the Concurrent High Capacity Payload by Spacecraft .....	1
1.2 Termination Profiles for the Three Spacecraft Program with the Concurrent High Capacity Payload in Whole .....	2

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<b>PROJECT</b>	Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>
<b>CONTRACT INM-CO/10-4909/TS</b>		001
<b>DATE</b>		Oct. 4, 2010
<b>(1) TITLE OF CHANGE</b>	Government High Capacity Payload (HCP) into Commercial HCP Feederlink Crossover	

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<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>  002	<b>DATE</b>  28 January 2011
<b>CONTRACT INM-CO/10-4909/TS</b>		
<b>(1) TITLE OF CHANGE</b> Statement Of Work Administrative Changes		

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**CONTRACT CHANGE NOTICE**

<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>	<b>DATE</b>
<b>CONTRACT</b> INM-CO/10-4909/TS	003	28 January 2011
<b>(1) TITLE OF CHANGE</b> HCP Enhancements		

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<b>PROJECT</b> Inmarsat-5 Spacecrat Program	<b>CCN NO.</b> 004	<b>DATE</b> 21 March 2011
<b>CONTRACT</b> INM-CO/10-4909/TS		
<b>(1) TITLE OF CHANGE</b> Channel Beam Mapping and Channel Frequency		

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### CONTRACT CHANGE NOTICE

<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>	<b>DATE</b>
<b>CONTRACT INM-CO/10-4909/TS</b>	<b>004</b>	21 March 2011
<b>(1) TITLE OF CHANGE</b> Channel Beam Mapping and Channel Frequency		

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### CONTRACT CHANGE NOTICE

<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>	<b>DATE</b>
<b>CONTRACT</b> INM-CO/10-4909/TS	005	27 May 2011
<b>(1) TITLE OF CHANGE</b> Requirements Revisions		

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<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>  006	<b>DATE</b>  27 July 2011
<b>CONTRACT</b> INM-CO/10-4909/TS		
<b>(1) TITLE OF CHANGE</b> CDRL Updates		

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<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>	<b>DATE</b>
<b>CONTRACT</b> INM-CO/10-4909/TS	007	12 July 2011
<b>(1) TITLE OF CHANGE</b> HCP Upgrades		

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<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>  008	<b>DATE</b>
<b>CONTRACT</b> INM-CO/10-4900/TS		27 Sep 2011

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<b>CONTRACT CHANGE NOTICE</b>		
<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>  009	<b>DATE</b>  28 Sep 2011
<b>CONTRACT</b> INM-CO/10-4909/TS		
<b>(1) TITLE OF CHANGE</b> EIRP Updates		

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 <b>CONTRACT CHANGE NOTICE</b>		
<b>PROJECT</b>	Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>
<b>CONTRACT INM-CD/10-4909/TS</b>		011
		<b>DATE</b> 14 Dec 2011

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<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>  012	<b>DATE</b>  15 Feb 2012
<b>CONTRACT INM-CO/10-4909/TS</b>		
<b>(1) TITLE OF CHANGE</b> Annex D Updates		

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<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>	<b>DATE</b>
<b>CONTRACT</b> INM-CO/10-4909/TS	013	5 July 2012
<b>(1) TITLE OF CHANGE</b> CDRL List Update – Remove TST 003		

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13

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<b>PROJECT</b> inmarsat-5 SpecOrbit Program	<b>CCN NO.</b>	<b>DATE</b>
CONTRACT INM-CO 10-4909/TS	014	15 May 2012
<b>1) TITLE OF CHANGE</b> CORL List Update - Frequency Update		

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15

		
<b>CONTRACT CHANGE NOTICE</b>		
<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>  015	<b>DATE</b>  19 June 2012
<b>CONTRACT</b> INM-CO/10-4909/TS		
<b>(1) TITLE OF CHANGE</b> LEOP FDS		

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<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>  016	<b>DATE</b>  11 Sep 2012
<b>CONTRACT</b> INM-CO/10-4909/TS		
<b>(1) TITLE OF CHANGE</b> Annex D Updates		

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169

		
<b>CONTRACT CHANGE NOTICE</b>		
<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>  017	<b>DATE</b>  11 Oct 2012
<b>CONTRACT INM-CO/10-4909/TS</b>		
<b>(1) TITLE OF CHANGE</b> Annex D Updates		

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<b>PROJECT</b> Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>	<b>DATE</b>
CONTRACT INM-CO/10-4909/TS	018	23 Oct 2012
<b>(1) TITLE OF CHANGE</b> Launch Operations Support Proton Delta		

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<b>PROJECT</b>	Inmarsat-5 Spacecraft Program	<b>CCN NO.</b>	<b>DATE</b>
<b>CONTRACT INM-CO/10-4909/TS</b>			
<b>(1) TITLE OF CHANGE</b>	Beacon Modification		

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