

O3b Limited
10th Floor
1129 20th St., NW
Washington, D.C. 20036

www.o3bnetworks.com



Fiber Speed. Satellite Reach.

30 August 2013

BY ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

Re: O3b Limited
Call Sign E100088
File No. SES-LIC-20100723-00952

Dear Ms. Dortch:

The above-referenced license authorizes O3b Limited ("O3b") to operate a gateway earth station in Haleiwa, Hawaii, that will communicate with O3b's U.K.-authorized space stations. A condition of the license requires O3b to file with the FCC, within five business days of action by the UK authorities, evidence that launch and space operations have been authorized under the UK's Outer Space Act.¹

In satisfaction of this condition, O3b is filing the attached Space Activity Licenses, dated 29 August 2013, that have been issued pursuant to the UK's Outer Space Act. O3b has redacted part of Section 6.2 of the licenses because they contain commercially sensitive information relating to O3b's insurance.

Please direct any questions concerning this filing to the undersigned.

Respectfully submitted,

A handwritten signature in black ink that reads "Joslyn Read". The signature is fluid and cursive, with a long, sweeping underline.

Joslyn Read
Vice President

Attachments

cc: Karl Kensinger, International Bureau

¹ Condition 90045, Radio Station Authorization for Call Sign E10088, at 4.

Outer Space Act 1986

SPACE ACTIVITY LICENCE

**THE SECRETARY OF STATE FOR BUSINESS,
INNOVATION AND SKILLS**

and

O3B Limited

Date: 30 AUGUST 2013

Grant of Licence pursuant to sections 4 and 5 of the Outer Space Act 1986, by the Secretary of State for Business, Innovation and Skills, whose principal office is at 1 Victoria Street, London, SW1H 0ET ("the Secretary of State"), to O3b Limited, a company incorporated in the Bailiwick of Jersey under no. 103709, whose registered office is at 3rd Floor, Anley House, Anley Street, St. Helier, JE2 3QE ("the Licensee").

1. Interpretation. Etc

1.1 In this Licence:

1.1.1 "Act" means the Outer Space Act 1986;

1.1.2 "Condition" means any term or provision whatsoever of this Licence;

1.1.3 "Effective Event" means the Launch;

1.1.4 "Insurance Policy" means the insurance policy taken out by or on behalf of the Licensee to comply with the obligations imposed by this Licence;

1.1.5 "Launch" means the point in time when an electronic signal is sent to command the opening of any first stage propellant valves;

1.1.6 "Licensed Activities" means:

a) procuring from Arianespace a service comprising the launch (on a Soyuz launch vehicle) and deployment into operational orbit of the Satellite and;

b) operation of the Satellite.

1.1.7 "Satellite" means the satellite known as O3B M005.

1.1.8 except where the context otherwise requires, words and expressions have the same meaning as they have in the Act; and

1.1.9 the Interpretation Act 1978 applies as it applies to an Act of Parliament.

2. Conditions Precedent

2.1 This Licence shall not come into effect unless:

2.1.1 the Licensee has notified the Secretary of State of the proposed date and location of the Launch;

2.1.2 the Licensee has provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:

2.1.2.1 calculated payload fairing impact points; and

2.1.2.2 the basic orbital parameters, including nodal period, inclination, apogee and perigee of the Satellite;

2.1.3 the Secretary of State has given his prior written consent to any amendments to the Insurance Policy;

2.1.4 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability; and

2.1.5 the Effective Event takes place before the first anniversary of the date of this Licence.

3. Licence

3.1 In exercise of the powers conferred on him by the Act, the Secretary of State hereby GRANTS the Licensee a Licence to carry out the Licensed Activities in relation to the Satellite subject to the Conditions.

4. Conduct of Licensed Activities

4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:

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

4.1.2 prejudice in any way the national security of the United Kingdom.

4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 2.1.2.

5. Records and Inspection Etc

5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.

5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:

5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;

5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and

5.2.3 such information as the Secretary of State may reasonably require to enable him to determine whether or not any other person is carrying on activities to which the Act applies.

5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records in the possession custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.

5.5 The Secretary of State may take copies of any documents or records inspected under this Licence.

5.6 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

6. Insurance

6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.

6.2 Condition 2.1.4 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:

The policy of insurance

6.3 In the event that the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 2.1.2, the Secretary of State may require the Licensee to make additional insurance arrangements to comply with Condition 6.1.

6.4 The Licensee shall provide evidence of the policy of insurance entered into to comply with its obligations under this Licence to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy or policy. The Licensee shall not vary terms relating to the Licensed Activities of the insurance effected to comply with its obligations under this Licence without the prior written consent of the Secretary of State.

6.5 The Licensee shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the policy of insurance effected by the Licensee pursuant to the terms of this Licence.

6.6 The Licensee shall take all necessary action to ensure that the policy of insurance effected by the Licensee pursuant to the provisions of this Licence continue in force and are valid and enforceable, and the Licensee shall do nothing that would enable the insurer to avoid any such policy.

7. Additional Conditions including Indemnities

7.1 It is a Condition that:

7.1.1 the Licensee has full corporate power and has taken all necessary corporate action to enable it to perform its obligations under this Licence;

7.1.2 the Licensee's application for a licence, its carrying on of the Licensed Activities and the performance of its obligations under this Licence and the Act will not to the best of its knowledge, information and belief constitute any breach or default under or in respect of any contractual, governmental or public obligation binding upon it at the date of this Licence;

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

7.1.4 that there is and continues to be in place a duly executed guarantee from O3b Networks Limited (or, if there is a change of ownership or control of the Licensee and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of state may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensee's obligations under this Licence and the Act.

7.2 The Licensee indemnifies the Secretary of State in respect of:

7.2.1 any loss suffered by Her Majesty's Government as a result of any breach of the terms of this Licence by the Licensee; and

7.2.2 any claims brought against Her Majesty's Government in respect of damage or loss arising out of the Licensed Activities or out of any activities which it carries on and to which the Act applies.

7.3 The granting of this Licence shall not be construed as a waiver by the Secretary of State of any failure on the part of the Licensee to comply with any Condition prior to date of grant.

7.4 The Licensee shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of his functions under this Licence or the Act.

8. Term and Revocation

8.1 The Licence hereby granted shall come into force on the occurrence of the Effective Event and, unless revoked by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with) shall continue in force until expiry pursuant to Condition 8.2.

8.2 The Licence will expire when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State.

8.3 The termination of this Licence for whatever reason shall not affect the obligations of the Licensee under its provisions.

IN WITNESS WHEREOF, this Licence has been executed on the date first hereinbefore written.

Signed for and on behalf
of the Secretary of State:

Signed: 

Name: DAVID PARKYN

Position: CHIEF EXECUTIVE

Signed for and on behalf
of the Licensee:

Signed: 

Name: STEVE GAULT

Position: CEO

Outer Space Act 1986

SPACE ACTIVITY LICENCE

**THE SECRETARY OF STATE FOR BUSINESS,
INNOVATION AND SKILLS**

and

O3B Limited

Date: 30 AUGUST 2013

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1. Interpretation, Etc

1.1 In this Licence:

- 1.1.1 “Act” means the Outer Space Act 1986;
- 1.1.2 “Condition” means any term or provision whatsoever of this Licence;
- 1.1.3 “Effective Event” means the Launch;
- 1.1.4 “Insurance Policy” means the insurance policy taken out by or on behalf of the Licensee to comply with the obligations imposed by this Licence;
- 1.1.5 “Launch” means the point in time when an electronic signal is sent to command the opening of any first stage propellant valves;
- 1.1.6 “Licensed Activities” means:
 - a) procuring from Arianespace a service comprising the launch (on a Soyuz launch vehicle) and deployment into operational orbit of the Satellite and;
 - b) operation of the Satellite.
- 1.1.7 “Satellite” means the satellite known as O3B M006.
- 1.1.8 except where the context otherwise requires, words and expressions have the same meaning as they have in the Act; and
- 1.1.9 the Interpretation Act 1978 applies as it applies to an Act of Parliament.

2. Conditions Precedent

2.1 This Licence shall not come into effect unless:

2.1.1 the Licensee has notified the Secretary of State of the proposed date and location of the Launch;

2.1.2 the Licensee has provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:

2.1.2.1 calculated payload fairing impact points; and

2.1.2.2 the basic orbital parameters, including nodal period, inclination, apogee and perigee of the Satellite;

2.1.3 the Secretary of State has given his prior written consent to any amendments to the Insurance Policy;

2.1.4 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability; and

2.1.5 the Effective Event takes place before the first anniversary of the date of this Licence.

3. Licence

3.1 In exercise of the powers conferred on him by the Act, the Secretary of State hereby GRANTS the Licensee a Licence to carry out the Licensed Activities in relation to the Satellite subject to the Conditions.

4. Conduct of Licensed Activities

4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:

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

4.1.2 prejudice in any way the national security of the United Kingdom.

4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 2.1.2.

5. Records and Inspection Etc

5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.

5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:

5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;

5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and

5.2.3 such information as the Secretary of State may reasonably require to enable him to determine whether or not any other person is carrying on activities to which the Act applies.

5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records in the possession custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.

5.5 The Secretary of State may take copies of any documents or records inspected under this Licence.

5.6 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

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

7.1.4 that there is and continues to be in place a duly executed guarantee from O3b Networks Limited (or, if there is a change of ownership or control of the Licensee and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of state may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensee's obligations under this Licence and the Act.

7.2 The Licensee indemnifies the Secretary of State in respect of:

7.2.1 any loss suffered by Her Majesty's Government as a result of any breach of the terms of this Licence by the Licensee; and

7.2.2 any claims brought against Her Majesty's Government in respect of damage or loss arising out of the Licensed Activities or out of any activities which it carries on and to which the Act applies.

7.3 The granting of this Licence shall not be construed as a waiver by the Secretary of State of any failure on the part of the Licensee to comply with any Condition prior to date of grant.

7.4 The Licensee shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of his functions under this Licence or the Act.

8. Term and Revocation


8.1 The Licence hereby granted shall come into force on the occurrence of the Effective Event and, unless revoked by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with) shall continue in force until expiry pursuant to Condition 8.2.

8.2 The Licence will expire when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State.

8.3 The termination of this Licence for whatever reason shall not affect the obligations of the Licensee under its provisions.

IN WITNESS WHEREOF, this Licence has been executed on the date first hereinbefore written.

Signed for and on behalf
of the Secretary of State:

Signed: 

Name: DAVID PARKIN

Position: CHIEF EXECUTIVE

Signed for and on behalf
of the Licensee:

Signed: 

Name: STEVE COLLAL

Position: CEO

Outer Space Act 1986

SPACE ACTIVITY LICENCE

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1. Interpretation. Etc

1.1 In this Licence:

1.1.1 "Act" means the Outer Space Act 1986;

1.1.2 "Condition" means any term or provision whatsoever of this Licence;

1.1.3 "Effective Event" means the Launch;

1.1.4 "Insurance Policy" means the insurance policy taken out by or on behalf of the Licensee to comply with the obligations imposed by this Licence;

1.1.5 "Launch" means the point in time when an electronic signal is sent to command the opening of any first stage propellant valves;

1.1.6 "Licensed Activities" means:

a) procuring from Arianespace a service comprising the launch (on a Soyuz launch vehicle) and deployment into operational orbit of the Satellite and;

b) operation of the Satellite.

1.1.7 "Satellite" means the satellite known as O3B M007.

1.1.8 except where the context otherwise requires, words and expressions have the same meaning as they have in the Act; and

1.1.9 the Interpretation Act 1978 applies as it applies to an Act of Parliament.

2. Conditions Precedent

2.1 This Licence shall not come into effect unless:

2.1.1 the Licensee has notified the Secretary of State of the proposed date and location of the Launch;

2.1.2 the Licensee has provided the Secretary of State with full information at least 14 days before the Launch (or such lesser number of days before the Launch as the Secretary of State may agree) as to:

2.1.2.1 calculated payload fairing impact points; and

2.1.2.2 the basic orbital parameters, including nodal period, inclination, apogee and perigee of the Satellite;

2.1.3 the Secretary of State has given his prior written consent to any amendments to the Insurance Policy;

2.1.4 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability; and

2.1.5 the Effective Event takes place before the first anniversary of the date of this Licence.

3. Licence

3.1 In exercise of the powers conferred on him by the Act, the Secretary of State hereby GRANTS the Licensee a Licence to carry out the Licensed Activities in relation to the Satellite subject to the Conditions.

4. Conduct of Licensed Activities

4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:

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

4.1.2 prejudice in any way the national security of the United Kingdom.

4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 2.1.2.

5. Records and Inspection Etc

5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.

5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:

5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;

5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and

5.2.3 such information as the Secretary of State may reasonably require to enable him to determine whether or not any other person is carrying on activities to which the Act applies.

5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records in the possession custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.

5.5 The Secretary of State may take copies of any documents or records inspected under this Licence.

5.6 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

6. Insurance

6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.

6.2 Condition 2.1.4 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:

The policy of insurance

6.3 In the event that the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 2.1.2, the Secretary of State may require the Licensee to make additional insurance arrangements to comply with Condition 6.1.

6.4 The Licensee shall provide evidence of the policy of insurance entered into to comply with its obligations under this Licence to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy or policy. The Licensee shall not vary terms relating to the Licensed Activities of the insurance effected to comply with its obligations under this Licence without the prior written consent of the Secretary of State.

6.5 The Licensee shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the policy of insurance effected by the Licensee pursuant to the terms of this Licence.

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7. Additional Conditions including Indemnities

7.1 It is a Condition that:

7.1.1 the Licensee has full corporate power and has taken all necessary corporate action to enable it to perform its obligations under this Licence;

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

7.1.4 that there is and continues to be in place a duly executed guarantee from O3b Networks Limited (or, if there is a change of ownership or control of the Licensee and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of state may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensee's obligations under this Licence and the Act.

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IN WITNESS WHEREOF, this Licence has been executed on the date first hereinbefore written.

Signed for and on behalf
of the Secretary of State:

Signed: 

Name: DAVID PARKER

Position: CHIEF EXECUTIVE

Signed for and on behalf
of the Licensee:

Signed: 

Name: STEVE GAULT

Position: CCO

Outer Space Act 1986

SPACE ACTIVITY LICENCE

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1.1.6 "Licensed Activities" means:

a) procuring from Arianespace a service comprising the launch (on a Soyuz launch vehicle) and deployment into operational orbit of the Satellite and;

b) operation of the Satellite.

1.1.7 "Satellite" means the satellite known as O3B M008.

1.1.8 except where the context otherwise requires, words and expressions have the same meaning as they have in the Act; and

1.1.9 the Interpretation Act 1978 applies as it applies to an Act of Parliament.

2. Conditions Precedent

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2.1.2.1 calculated payload fairing impact points; and

2.1.2.2 the basic orbital parameters, including nodal period, inclination, apogee and perigee of the Satellite;

2.1.3 the Secretary of State has given his prior written consent to any amendments to the Insurance Policy;

2.1.4 the Licensee has taken out valid and enforceable insurance against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities and, immediately before the Launch, no circumstances exist entitling the insurer to repudiate or disclaim liability; and

2.1.5 the Effective Event takes place before the first anniversary of the date of this Licence.

3. Licence

3.1 In exercise of the powers conferred on him by the Act, the Secretary of State hereby GRANTS the Licensee a Licence to carry out the Licensed Activities in relation to the Satellite subject to the Conditions.

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4.1 The Licensee shall conduct the Licensed Activities in a proper manner and in accordance with best practice in the space industry and in compliance with the laws of the United Kingdom and any other applicable law, including the obligations of the United Kingdom under international law, and in particular the Licensee shall not:

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

4.1.2 prejudice in any way the national security of the United Kingdom.

4.2 The Licensee will take all reasonable steps necessary to ensure that the Licensed Activities and positioning of the Satellite conform with the information provided pursuant to Condition 2.1.2.

5. Records and Inspection Etc

5.1 The Licensee shall keep, at its registered office address (or at such other address within the United Kingdom as is notified to the Secretary of State), all records required by law, all proper technical records and all proper commercial records so far as relevant to the Licensed Activities, including such written records as are necessary to enable the Licensee's compliance with the Act and with the provisions of this Licence to be verified.

5.2 The Licensee shall within seven business days (or such other period as may be agreed by the Secretary of State) of any request by the Secretary of State, provide the following:

5.2.1 information in writing as to the nature, conduct, location and results of the Licensed Activities;

5.2.2 the Licensee's current estimate in writing of the remaining working life of the Satellite; and

5.2.3 such information as the Secretary of State may reasonably require to enable him to determine whether or not any other person is carrying on activities to which the Act applies.

5.3 The Secretary of State may at any time, with reasonable notice, inspect any facilities relating to the Satellite or the Licensed Activities and documents or records in the possession custody or power of the Licensee which relate to the Satellite or the Licensed Activities and any documents or records relating to information requested pursuant to this Licence.

5.4 The Licensee shall, if requested so to do, use its best endeavours to obtain access for the Secretary of State to inspect any facilities, documents or records relating to the Satellite or the Licensed Activities not in the Licensee's direct ownership, possession, custody or power as the Secretary of State may specify by notice in writing to the Licensee.

5.5 The Secretary of State may take copies of any documents or records inspected under this Licence.

5.6 Information contained within documents or records belonging to the Licensee shall be kept confidential and not disclosed to a third party except in connection with the discharge of the Secretary of State's duties under the Act or otherwise as required by law.

6. Insurance

6.1 The Licensee shall continue to insure itself against all liabilities that may arise in respect of damage or loss suffered by third parties in the United Kingdom or elsewhere as a result of the Licensed Activities.

6.2 Condition 2.1.4 and (subject to Condition 6.3) Condition 6.1 shall be satisfied by:

The policy of insurance

6.3 In the event that the Satellite does not reach its planned orbit as notified to the Secretary of State in accordance with Condition 2.1.2, the Secretary of State may require the Licensee to make additional insurance arrangements to comply with Condition 6.1.

6.4 The Licensee shall provide evidence of the policy of insurance entered into to comply with its obligations under this Licence to the Secretary of State upon demand together with evidence of payment of the premiums in respect of such policy or policy. The Licensee shall not vary terms relating to the Licensed Activities of the insurance effected to comply with its obligations under this Licence without the prior written consent of the Secretary of State.

6.5 The Licensee shall immediately notify the Secretary of State of any event or other occurrence which is likely to give rise to a claim under the policy of insurance effected by the Licensee pursuant to the terms of this Licence.

6.6 The Licensee shall take all necessary action to ensure that the policy of insurance effected by the Licensee pursuant to the provisions of this Licence continue in force and are valid and enforceable, and the Licensee shall do nothing that would enable the insurer to avoid any such policy.

7. Additional Conditions including Indemnities

7.1 It is a Condition that:

7.1.1 the Licensee has full corporate power and has taken all necessary corporate action to enable it to perform its obligations under this Licence;

7.1.2 the Licensee's application for a licence, its carrying on of the Licensed Activities and the performance of its obligations under this Licence and the Act will not to the best of its knowledge, information and belief constitute any breach or default under or in respect of any contractual, governmental or public obligation binding upon it at the date of this Licence;

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

7.1.4 that there is and continues to be in place a duly executed guarantee from O3b Networks Limited (or, if there is a change of ownership or control of the Licensee and the Secretary of State so requires, from such successor or parent entity or person as the Secretary of state may stipulate) in favour of the Secretary of State and Her Majesty's Government in respect of the Licensee's obligations under this Licence and the Act.

7.2 The Licensee indemnifies the Secretary of State in respect of:

7.2.1 any loss suffered by Her Majesty's Government as a result of any breach of the terms of this Licence by the Licensee; and

7.2.2 any claims brought against Her Majesty's Government in respect of damage or loss arising out of the Licensed Activities or out of any activities which it carries on and to which the Act applies.

7.3 The granting of this Licence shall not be construed as a waiver by the Secretary of State of any failure on the part of the Licensee to comply with any Condition prior to date of grant.

7.4 The Licensee shall afford all reasonable assistance, co-operation and compliance as may be requested or required by the Secretary of State in the exercise of his functions under this Licence or the Act.

8. Term and Revocation

8.1 The Licence hereby granted shall come into force on the occurrence of the Effective Event and, unless revoked by the Secretary of State under the Act (*inter alia*, because it appears to him that a Condition has not been complied with) shall continue in force until expiry pursuant to Condition 8.2.

8.2 The Licence will expire when the Licensed Activities have been completed and the Satellite positioned to the satisfaction of the Secretary of State.

8.3 The termination of this Licence for whatever reason shall not affect the obligations of the Licensee under its provisions.

IN WITNESS WHEREOF, this Licence has been executed on the date first hereinbefore written.

Signed for and on behalf
of the Secretary of State:

Signed: 

Name: DAVID PARKOR

Position: CHIEF EXECUTIVE

Signed for and on behalf
of the Licensee:

Signed: 

Name: STEVE COLWELL

Position: CEO