

## SERVICE AGREEMENT

This agreement consists of the Specific Conditions set forth below (Part 1), the General Terms and Conditions (Part 2) and the annexes attached hereto (collectively, the "Agreement").

### PART 1: SPECIFIC CONDITIONS

#### PARTIES

Company Name :	<b>Eutelsat SA</b>
Address :	32 Boulevard Gallieni
Postal Code :	92130
City :	Issy-les-Moulineaux
Country :	France
Registration N° :	422 551 176
TAX N° :	FR19422551176
Notification Contact :	Eutelsat Sales Operations
Email :	europe-sales-operations@eutelsat.com
Telephone Number :	+33 1 53 98 32 00

(referred to as "**Eutelsat**").

AND

Company Name :	<b>"TELEVISION AND RADIO BROADCASTING NETWORK OF ARMENIA" CJSC (TRBNA)</b>
Address :	95 Hovsepyan str.
Postal Code :	0047
City :	Yerevan
Country :	Armenia
TAX N° :	01501898
Notification Contact :	Sahak DAVTYAN
Email :	s.davtyan@tna.am
Telephone Number :	+37410652845

(referred to as the "**Customer**").

#### ENTRY INTO FORCE – TERM

This Agreement shall enter into force on 15th March 2021 and shall continue until 31st March 2026.

#### SERVICE DESCRIPTION

Eutelsat shall provide the Customer with the following Service:

**RAW CAPACITY with PRICE RAMP UP**

Reference	Product Name	Satellite Name / Transponder code	Orbital Position	Allocated Bandwidth / Bitrate	Allocated Power (%)	Equivalent Bandwidth / Bitrate	Unit	Service Application Type	Service Start Date	Service End Date	Monthly Service Charges	Capacity Protection
QL-0062381	RAW CAPACITY	E70B / BCC03	70.5°E	23.060	32.028	23.060	MHZ	Broadcasting	15/03/2021	31/03/2021	0.00 USD	Non Preemptible Non restorable
QL-0062382	RAW CAPACITY	E70B / BCC03	70.5°E	23.060	32.028	23.060	MHZ	Broadcasting	01/04/2021	31/03/2026	14439.94 USD	Non Preemptible Non restorable

The technical and operational characteristics of the Capacity are described in Annex A attached hereto.

**FINANCIAL GUARANTEE**

Financial Guarantee Type :      Cash deposit  
 Financial Guarantee Amount :    USD 42,896.73

**PAYMENT TERMS**

Invoicing Cycle:                    The Service Charges shall be invoiced on a monthly basis. Each invoice shall be issued one (1) month before the commencement of the relevant monthly service period.

Payment Terms:                    30 days from date of invoice

Late Payment Interest:            LIBOR 1 YEAR + 10%

Invoices for the Service Charges shall be sent to:

Customer Billing Address:

**Address:**                            95 Hovsepyan str.  
**Postal Code:**                    0047  
**City:**                                Yerevan  
**Country:**                          Armenia

## **SPECIFIC TERMS AND CONDITIONS**

### Other Specific Term(s)

1.  
Free-of-charge transmission period will be provided from 15 March 2021 to 31 March 2021 inclusive.
2.  
Paragraph 3.6 (1) is complemented with the following provision: In the event the Capacity is transferred to another satellite, or to other transponder(s) on the Satellite, and/or to the Satellite located at another orbital location, and for a maximum period of 30 days starting from the transfer date, Eutelsat shall provide parallel broadcasting (dual illumination) on the Satellite free of charge. In case the capacity is transferred to a third-party satellite that is owned by a state-owned satellite operator, the Customer shall be entitled to refuse such transfer.
3.  
Paragraph 3.6 (2) is complemented with the following provision: In case new proposed transmit frequency band is not supported by the current installation and is outside frequencies specified in the tender Technical requirements' document, Eutelsat will be obliged to procure all necessary equipment (with 1+1 redundancy) required for ensuring a compatibility of the transmit earth station with the new proposed frequency band. In case the new proposed receive frequency band is not covered by the current installations, Eutelsat will be obliged to procure and provide free-of-charge 230 low noise block converters (LNBS) with technical characteristics similar to SMW LNB PLL 9.75 F ± 150 kHz. In such an event and for a maximum period of 30 days starting from the equipment transfer date Eutelsat must provide parallel broadcasting (dual illumination) on the old frequencies free of charge.
4.  
Paragraph 7.2 is complemented with the following provision: Considering the current performance status of E70B satellite, it is confirmed that the annual availability of allocated capacity set forth in Article 7.2 is 99.9%. Nevertheless, and taking into account that certain link parameters such as antenna pointing, cable losses, equipment performances, weather conditions, etc. are not under Eutelsat's control, for the purposes of assessment of Eutelsat liabilities indicated in Article 7 the standard figure of 99.7% should apply.
5.  
Article 8.2. is complemented with the following provision: In case the capacity is transferred to a third-party satellite that is owned by a state-owned satellite operator, the Customer shall be entitled to refuse such transfer.
6.  
Article 5 is complemented with the following provision: The Customer transfers up to 5 / five / percent of the contract price in the amount of 42,896.73 (forty two thousand eight hundred and ninety six dollars and seventy three cents) US dollars to Eutelsat's bank account as an advance payment /deposit/
7.  
Eutelsat undertakes an obligation to provide qualification and contract securities in the form of bank guarantees or cash deposit as specified by the tender document requirements.

The Customer acknowledges and agrees that access to the Service is expressly subject to (i) the approval of a transmission plan by Eutelsat and (ii) the provision of the financial guarantee (if applicable).

This Agreement is subject to the General Terms and Conditions and all Annexes attached hereto which are hereby incorporated herein by reference.

In the event of a conflict between this Part 1 and the General Terms and Conditions, the provisions set forth in Part 1 shall prevail.

Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**IN WITNESS WHEREOF** the undersigned, being duly authorized hereto, have signed this Agreement.

**For and on behalf of  
Eutelsat SA**

**For and on behalf of  
"TELEVISION AND RADIO BROADCASTING NETWORK  
OF ARMENIA" CJSC (TRBNA)**

**By :**

**By :**

**Title :**

**Title :**

**Date :**

**Date :**

## PART 2: GENERAL TERMS AND CONDITIONS EDITION 2.2020

### 1. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

1.1 These General Terms and Conditions set forth the terms and conditions applicable to the Service provided by Eutelsat to the Customer.

1.2 The provisions of these General Terms and Conditions (Part 2) shall be incorporated into the Specific Conditions (Part 1), which together with the attached annexes, constitute the Agreement between Eutelsat and the Customer.

1.3 The Customer acknowledges that any subsequent service contract entered into between the Customer and Eutelsat may be subject to an updated version of the General Terms and Conditions.

1.4 In the event of a conflict between these General Terms and Conditions and the terms and conditions set out in Part 1, the terms and conditions of Part 1 shall prevail.

### 2. DEFINITIONS AND INTERPRETATIONS

2.1 For the purpose of these General Terms and Conditions, the following terms shall have the meanings ascribed to them below:

**"Affiliate"** means with respect to one of the Parties, an entity that directly or indirectly controls, is controlled by, or is under common control with that Party. For the purposes of this definition, control means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of any person, whether through the ownership of voting securities or by contract or otherwise.

**"Agreement"** means these General Terms and Conditions together with the Specific Conditions and all the attached annexes governing the provision of the Service by Eutelsat to the Customer.

**"Capacity"** means the space segment resources expressed in Megahertz (MHz) or Megabit per second (Mbit/s), as defined in the Specific Conditions.

**"Confidential Information"** means any financial, business, technical, strategic or other information or material, including the Agreement, disclosed either in writing or orally, which is proprietary and/or designated as confidential by the disclosing Party, and of which the receiving Party may obtain knowledge through or as a result of the relationship established hereunder with the disclosing Party, access to the disclosing Party's premises, or communications with the disclosing Party's employees or independent contractors.

**"CSC"** means the Communications System Control Centre of Eutelsat.

**"Earth Station"** means the antennas, switching facilities and related equipment that form a link between a satellite and terrestrial networks.

**"Eutelsat"** means Eutelsat SA and/or any of its Affiliates as relevant.

**"Eutelsat Ground Facilities"** means all terrestrial facilities, infrastructures, networks owned, leased or operated by Eutelsat or by third parties under contract with Eutelsat which allow the provision of Ground Services.

**"Eutelsat Space Segment"** means in-orbit satellites and all other related infrastructure supporting the operation of satellites, owned, leased or operated by or on behalf of Eutelsat.

**"Governmental Authority"** means any nation, sovereign or government, any state, province, territory or other political subdivision thereof, and any entity or authority exercising executive, legislative, judicial, taxing, regulatory, self-regulatory or administrative functions of or pertaining to government, including a tax administration, central bank or stock exchange.

**"Ground Service"** means the service provided through the Eutelsat Ground Facilities, as defined in the Specific Conditions.

**"Non-pre-emptible Service"** means a service which is not subject to Pre-emption.

**"Operational Start Date" or "OSD"** means the operational start date of a satellite at its assigned orbital position following the launch or the relocation of said satellite. The OSD shall be subject to the successful completion of all in-orbit tests of the satellite at the assigned orbital position and shall be notified to the Customer with reasonable prior notice.

**"Pre-emption"** means the right of Eutelsat to suspend or to terminate the Service in order to restore a priority service, as more particularly set forth in Article 3.3.

**"Pre-emptible Service"** means a service which is subject to Pre-emption.

“**Satellite**” means the satellite of the Eutelsat Space Segment used to provide the Capacity.

“**Service**” means the provision of either, (i) Capacity only, (ii) Ground Service only, or (iii) Capacity with an associated Ground Service.

“**Service Application Type**” means the type of application for which the Service shall be used by the Customer as set forth in the Specific Conditions.

“**Service Charges**” means the charges to be paid by the Customer to Eutelsat, as set out in the Specific Conditions.

“**Term**” means the duration of the Agreement, as defined in the Specific Conditions.

2.2 Words in the singular include the plural and vice versa where the context requires.

2.3 The attached annexes form an integral part of and are entirely incorporated into the Agreement. Any reference to the Agreement includes the annexes.

### **3. CONDITIONS FOR THE PROVISION OF THE SERVICE BY EUTELSAT**

3.1 Subject to all the terms and conditions set forth herein, Eutelsat shall provide the Customer with the Service on a full-time basis for the Term.

3.2 The Specific Conditions (Part 1) shall set forth the status of the Service, i.e. Non-pre-emptible or Pre-emptible.

3.3 In the event that the Service is defined as Pre-emptible, the Customer undertakes to relinquish the Service within a maximum of one (1) hour after receipt of a pre-emption notification from Eutelsat.

The Customer shall implement all requisite internal procedures and provide all adequate means to ensure that the pre-empted Service is completely relinquished within the above one (1) hour period.

Pre-emption will become definitive six (6) hours after the Customer's receipt of notice from Eutelsat, unless otherwise specified in writing to the Customer. Definitive pre-emption shall result in the termination of the Agreement.

3.4 If the Capacity is allotted in Mbit/s and multiplexed by the Customer, any overuse exceeding the contracted Mbit/s (the “**Overuse**”) shall be invoiced in an amount equal to 100% of the Service Charges (the “**Overuse Charges**”), applied *pro rata temporis* for each 1Mbit/s of Overuse. In the event of substantial Overuse or in the event that the Customer does not diligently pay the Overuse Charges, Eutelsat shall be entitled to exercise its rights to terminate or suspend the Agreement in accordance with Article 10. Overuse may be evidenced by Eutelsat to the Customer at any time during the Term and by any reasonable means.

3.5 The operation of the Eutelsat Space Segment and Eutelsat Ground Facilities is subject to all national and international laws, conventions, rules, regulations, licenses and authorizations applicable in any competent jurisdiction. The Agreement may be amended to reflect changes made by any competent authority to applicable national and international laws, conventions, rules, regulations, licenses and authorizations in connection with the operation of the Eutelsat Space Segment and the Eutelsat Ground Facilities.

#### **3.6 Transfer of Capacity**

(1) Eutelsat reserves the right within the ordinary course of business to transfer the Capacity to other satellites, or to other transponder(s) on the Satellite, and/or to the Satellite located at another orbital location, provided that the new capacity will continue to provide coverage and power sufficient to support pre-existing services using the Capacity. Eutelsat shall provide the Customer with reasonable prior notice of such a planned transfer. In such event, the new capacity shall be deemed to have replaced the Capacity for all purposes under the Agreement, and all the terms and conditions hereof, including, inter alia, the Service Charges, shall remain in full force and effect until the expiry of the Term.

(2) Eutelsat reserves the right to change the transmit and/or receive frequency of the Capacity. Any such modification shall be notified to the Customer with reasonable prior notice. Eutelsat shall under no circumstances be held liable for any damage directly or indirectly resulting from such change of frequency with respect to the proper reception of the signals such as, without limitation, interruption in the reception on household decoder-receivers of signals transmitted via the Service which may result therefrom.

#### **4. CONDITIONS FOR USE OF THE SERVICE BY THE CUSTOMER**

4.1 By entering into the Agreement, the Customer agrees to purchase the Service from Eutelsat and commits, throughout the Term, to strictly comply with the following conditions:

- (1) procure and maintain all licenses, approvals, authorisations and declarations required by applicable laws and regulations, in order to receive, commercialise and use the Service, as well as any services that the Customer markets via the Service, including *inter alia* all releases, clearances, licenses, approvals and authorizations from any owner and/or beneficiary of the content or data transmitted via the Service. For the purpose of clarification, coverage of a country or territory by the Satellite does not imply that the Service is permissible or authorized to or from the Earth Stations located in that particular country or territory. Notwithstanding the terms of Article 10.2, in the event of Customer's breach of this Article 4.1 (1), Eutelsat shall be entitled to terminate this Agreement by email with effect upon receipt.
- (2) when applicable, install, license, operate and maintain Earth Stations and/or terrestrial facilities necessary to communicate to and from the Satellite. As a prerequisite for access to the Satellite, each Earth Station must be approved in writing by Eutelsat and must be compliant with the technical requirements of the relevant Eutelsat Earth Station Standard ("EESS 502") and the Eutelsat Systems Operations Guide ("ESOG") documents, as may be amended from time to time by Eutelsat. These documents are available to the Customer online at <http://www.eutelsat.com/> or upon request.
- (3) comply with all technical specifications and operational requirements of Eutelsat as set out in the Agreement or as may be required by Eutelsat during the performance of the Agreement.

The Customer acknowledges and agrees that access to the Service is expressly subject to the approval of a transmission plan by Eutelsat.

The Customer shall ensure that any specifications and requirements set out above are fully complied with by any of its subcontractor(s) and users of the Service. In any event, the Customer shall remain liable for all acts and omissions of any of its subcontractors or users of the Service.

4.2 The Customer expressly undertakes to promptly provide Eutelsat upon request, with copies of all authorisations, copyright clearances, releases, licenses, conventions, declarations, certifications, and any other documentation related to the Customer's compliance with the aforesaid conditions. In respect of video broadcasting and distribution services, The Customer shall provide to Eutelsat, upon request, a complete, accurate and up-to-date list of all television and radio channels transmitted via the Service and, if applicable, provide Eutelsat with copies of relevant broadcasting or distribution licenses, conventions or declarations.

4.3 The Customer shall maintain a telephone number and email address where the Customer-designated personnel may be reached by Eutelsat on a 24/7 basis.

4.4 The Customer shall comply with the Service Application Type throughout the Term of the Agreement.

#### **5. SECURITY – FINANCIAL GUARANTEE**

5.1 In order to assure that the Customer meets its financial obligations under the Agreement, Eutelsat shall be entitled, at any time during the Term, to require the provision by the Customer of a security cash deposit, first demand bank guarantee, irrevocable standby or documentary letter of credit, escrow account, or any other appropriate security. The amount and nature of said financial guarantee or security, as well as the period of validity thereof, shall be determined by Eutelsat on the basis of objective criteria relating, *inter alia*, to the then-current financial situation of the Customer, the Customer's payment history, the volume of traffic required, and the nature and duration of the Service.

5.2 Upon any default by the Customer, Eutelsat shall have the right to exercise the financial guarantee or security provided by the Customer to the extent that is necessary to remedy such default. The Customer shall, upon demand by Eutelsat, restore any portion of the financial guarantee or security which may be applied by Eutelsat to remedy any default by the Customer.

5.3 The financial guarantee or security shall be released or returned by Eutelsat to the Customer within a reasonable period of time after the expiry of the Agreement. The retention of the Customer's funds shall not preclude Eutelsat from

making additional claims for compensation or from recovering other damages that may be available under the Agreement or at law.

## 6. SERVICE CHARGES AND PAYMENT TERMS

6.1 Unless otherwise specified in the Specific Conditions, invoices for Service Charges shall be issued by Eutelsat on a monthly basis in advance, i.e. one month prior to the commencement of the Service.

6.2 Invoices to be issued by Eutelsat under the Agreement shall be sent by email, regular, or overnight express mail to the Customer's address specified in the Specific Conditions.

6.3 Service Charges shall be paid in full by the Customer, without offset, withholding, counterclaim, or deduction of any kind, in the currency specified in the Specific Conditions and by wire transfer (all related costs being assumed by the Customer) to the account designated in the relevant invoice (referred to as the "*Designated Account*").

6.4 Payment is due no later than thirty (30) days as from the date of the relevant invoice (referred to as the "*Payment Due Date*"), unless if otherwise specified in the Specific Conditions.

6.5 Payments are deemed to have been made on the day when the relevant sum is credited to the Designated Account.

6.6 In the event that any sum is not fully paid on the Payment Due Date, Eutelsat shall be entitled, subject to a prior five (5) day written notice, to:

- implement any technical and/or operational measures to limit or interrupt the Service;
- require the immediate payment of all sums invoiced for the Service already provided, even if said sums are not yet due under the Agreement; and
- require that the Customer pay a fixed indemnity for recovery costs equal to 5% of the overdue amount, with a minimum of one thousand (1,000) Euros for each payment breach.

6.7 In addition to the foregoing, any payment due from the Customer that is not received on the Payment Due Date shall bear interest per day of delay. Unless otherwise stipulated in the Specific Conditions, late payment interest shall be applied as of the said date in accordance with the following formula:

$$LPI = UA \times [10\% + \text{EURIBOR (if Euros) or LIBOR (if United States Dollars)}] \times ND/365$$

Where:

"LPI" is the Late Payment Interest.

"UA" is the then-current unpaid amount of Service Charges.

"EURIBOR" is the then-current EURIBOR one-year rate as published by the European Central Bank.

"LIBOR" is the then-current USD LIBOR one-year rate as published by the British Bankers' Association.

"ND" is the number of days after the Payment Due Date.

In addition to the foregoing, the Customer shall pay a debt recovery fee of forty (40) Euros.

6.8 The Service Charges and any other payments hereunder shall be paid to Eutelsat net, i.e. without deduction or withholding of any and all present or future taxes (including, *inter alia*, VAT or turnover taxes), duties, assessments, levies and any other charges of any nature whatsoever now or hereafter imposed, levied, collected, withheld, or assessed by, or on behalf of, any Governmental Authority, unless such withholding or deduction is required by law (referred to as the "*Deducted Taxes*"). If by operation of law or otherwise, Deducted Taxes are required to be deducted or withheld from any amount payable to Eutelsat under this Agreement, the Customer irrevocably undertakes to pay such additional amounts to Eutelsat in order that that the net amount actually received by Eutelsat shall be equal to the amount that Eutelsat would have received if Deducted Taxes had not been deducted or withheld from such payment.

## **7. SERVICE INTERRUPTIONS – LIABILITY OF EUTELSAT**

7.1 Eutelsat is bound by a standard duty of care (*“obligation de moyens”*), and accordingly shall not be liable for any damage or loss sustained by the Customer as a result of Eutelsat’s inability, despite its reasonable efforts, to provide the Service.

7.2 Without prejudice to Article 7.1, the Customer acknowledges that the annual performance availability of the Capacity and of the Ground Service (if applicable) is, respectively, 99.7% and 99.9% as per the specifications set forth in the technical annexes attached to the Agreement (hereinafter referred to as the *“Annual Availability Rate”*). The calculation of the Annual Availability Rate does not take into account interruptions or deterioration of the supply of the Capacity and/or the Ground Service resulting, directly or indirectly, from force majeure, meteorological disturbances, from atmospheric (e.g. rain fade) or extra-atmospheric conditions (e.g. solar storms or flares, and/or solar outages occurring around the equinoxes (the latter lasting a few minutes per day during a maximum period of three (3) to five (5) days and generally occurring at the beginning of March and October)), or preventive maintenance operations carried out after prior notice to the Customer.

7.3 In the event that the Service is unavailable for fifteen (15) or more consecutive minutes, the Service shall be deemed to have suffered an interruption (hereinafter referred to as the *“Service Interruption”*). A Service Interruption shall commence when the Service fails to meet its specifications as provided in the technical annexes, as demonstrated by documentary evidence and confirmed by Eutelsat. A Service Interruption shall end when Eutelsat notifies the Customer or the Customer has actual knowledge that the Service has been restored to its specifications as provided in the technical annexes, it being specified that the databases and records of Eutelsat shall prevail in such event. In case of any Service Interruption, the Customer shall immediately notify Eutelsat’s CSC, which will make its best efforts to identify the cause thereof.

7.4 A Service Interruption shall give rise to a credit for interruption (hereinafter referred to as the *“Interruption Credit”*) provided that:

- 1) a Service Interruption must be caused by unavailability or under-performance of the Service, in relation to the specifications set out in the technical annexes; and
- 2) a Service Interruption shall not be taken into account for periods during which technical and operational measurements are being performed, as set out in the technical annexes.

7.5 Subject to the above conditions, Eutelsat shall grant to the Customer an Interruption Credit equal to the pro rata amount of Service Charges due for the duration of the Service Interruption. Any Interruption Credit granted to the Customer shall be offset by Eutelsat against the next invoice.

7.6 Eutelsat shall only be liable for damages directly resulting from a breach of its obligations. In any case, any and all sums which may be claimed by the Customer to remedy damages resulting from a breach by Eutelsat of any of its obligations under the Agreement shall not exceed in the aggregate two (2) months of Service Charges for each contractual period of twelve (12) months for any and all causes hereunder.

### **7.7 Exclusions of Liability**

Eutelsat shall not be liable for any unavailability or under-performance of the Service resulting, directly or indirectly, from:

- 1) failure, breakdown, loss or destruction of the Satellite for reasons not attributable to Eutelsat;
- 2) failure, breakdown, malfunctioning, loss or destruction of the equipment and/or the software used for monitoring, maintaining or controlling the Satellite or for the provision of the Ground Services, if said failure, breakdown, malfunctioning, loss or destruction is not attributable to Eutelsat;
- 3) atmospheric (e.g. rain fade) or extra-atmospheric conditions (e.g. solar storms or flares, and/or solar outages occurring around the equinoxes (the latter lasting a few minutes per day during a maximum period of three (3) to five (5) days and generally occurring at the beginning of March and October));
- 4) jamming, modification or modulation of the transmit frequencies of the Satellite, if said jamming, modification or modulation is not attributable to Eutelsat or if the cause or origin thereof is unknown;
- 5) any act or omission of the Customer.

7.8 Eutelsat shall not be liable for any damages incurred by any third party, including, *inter alia*, any user of the Service, in connection with this Agreement and arising out of Eutelsat's performance hereunder.

7.9 It is expressly agreed between the Parties that any action or claim by the Customer against Eutelsat must be initiated within one (1) year from the day the Customer knew or should have known of the facts entitling it to exercise such action or claim.

## **8. SATELLITE ANOMALY**

8.1 In the event that Eutelsat is compelled to replace the Capacity due to an operational anomaly, or in the event that such operational anomaly is, in Eutelsat's reasonable opinion, likely to occur, Eutelsat shall use reasonable endeavours to provide the Customer with alternative capacity in accordance with the conditions set forth below (hereinafter referred to as the "*Replacement Capacity*").

8.2 Eutelsat shall notify the Customer as soon as reasonably practicable of the technical and operational characteristics of the Replacement Capacity (the "*Notification*"). The Replacement Capacity shall be either on other transponder(s) on the Satellite, on the Satellite at another orbital location, or on another satellite then in orbit.

8.3 If Eutelsat succeeds in replacing the Capacity with Replacement Capacity following Notification, such Replacement Capacity shall be deemed to have replaced the Capacity or the affected part thereof for all purposes under the Agreement, and all its terms and conditions hereof, including, *inter alia*, the Service Charges, shall remain in full force and effect until the expiry of the Term.

8.4 The Customer may reject the Notification, in writing, within forty-eight (48) hours of receipt on the grounds that the characteristics of the Replacement Capacity deviate materially from the initial Capacity characteristics (as specified hereinafter), failing which the Customer shall be deemed to have accepted the Replacement Capacity.

8.5 The Replacement Capacity shall be deemed to deviate materially from the initial Capacity characteristics only if at least one of the following occurs:

- the Replacement Capacity Equivalent Isotropic Radiated Power ("*EIRP*") is more than 2 dB lower than the EIRP of the initial Capacity for more than three (3) locations as indicated in the annex setting out the technical and operational characteristics of the Capacity attached to the Agreement;
- the Replacement Capacity Figure of Merit ("*G/T*") is more than 2 dB lower than the Figure of Merit of the initial Capacity for more than three (3) locations as indicated in the annex setting out the technical and operational characteristics of the Capacity attached to the Agreement.

## **9. OBLIGATIONS AND LIABILITIES OF THE CUSTOMER**

9.1 The Customer shall be liable to Eutelsat for any loss, damage and expenses suffered by Eutelsat in connection with the Satellite or any equipment, material, or other element which is part of the Eutelsat Space Segment and the Eutelsat Ground Facilities and/or arising out of non-compliance by the Customer with any of the provisions of the Agreement (including, without limitation, damages resulting from any act or omission of the Customer or use of the Service by the Customer, or from the operation of Earth Stations owned, controlled by, or registered under the name of the Customer or its customer(s)).

9.2 The Customer shall be liable to Eutelsat, for acts or omissions of the Customer or its customer(s) resulting in the degradation, interruption or corruption of any services, content or data transmitted via the Eutelsat Space Segment, the Eutelsat Ground Facilities or any telecommunications network.

9.3 The Customer shall stop any transmission via the Service within one (1) hour of request of Eutelsat in the event that such transmission by the Customer or by any third party accessing Eutelsat's network via the Customer, (i) causes harmful interference to, or otherwise negatively impacts the operation and/or provision of services within the Eutelsat's network,

or (ii) causes damage to or degradation of the network's integrity or security. In the event that the Customer does not comply with the foregoing, Eutelsat reserves the right to suspend the Customer's access to the Service. During any of said interruptions, the Customer shall be liable for the payment of all Service Charges hereunder, it being specified that these interruptions shall be deemed attributable to the Customer.

9.4 Eutelsat shall not be liable for the information and/or content transmitted via the Service by the Customer or users of the Service.

9.5 The Customer undertakes not to transmit or broadcast, or cause to be transmitted or broadcast, via the Service, content which would be deemed to be a violation of international public order or the laws of the countries or territories to which such content is accessible, including but not limited to, EU Directive No.2010/13 of 10 March 2010, as amended, and French Law n° 86-1067 of 30 September 1986 (including without limitation Articles 1, 3-1 or 15), as amended, prohibiting the broadcasting of programs that:

- 1) endanger public policy, public health, public security or the protection of consumers;
- 2) violate the human dignity of individual persons;
- 3) include incitement to hatred or violence based on origin, sex, religion or nationality;
- 4) seriously impair the physical, mental or moral development of minors, notably programs containing scenes of a pornographic nature or depicting gratuitous violence. Pursuant to said texts, the broadcasting of programs which may impair the physical, mental or moral development of minors is subject to specific conditions to be strictly complied with by the Customer in case of broadcasting or distribution of audiovisual services.

9.6 Eutelsat shall be entitled to discontinue or require the Customer to discontinue, within one (1) hour of Eutelsat's request, any transmission, programming or broadcasting via the Service or to terminate the Agreement by email with effect upon receipt:

- 1) if said transmission, programming or broadcasting violates international public order, national public order or the laws of the countries or territories in respect of which said transmission, programming or broadcasting is accessible or transmitted (including without limitation Articles 1, 3-1 or 15 of French Law N° 86-1067 of 30 September 1986), or is considered unlawful in any way whatsoever from any competent public authority (including notably any judge or regulatory authority such as the CSA); and/or
- 2) if any relevant broadcasting license, authorization, convention or declaration in respect of any transmission or programming is revoked, provisionally suspended, or no longer in effect; and/or
- 3) if the activity of the Customer and/or its customer(s) is deemed to be illegal; and/or
- 4) if the Customer and/or any of its customers becomes subject to, or is directly or indirectly Controlled by any entity which becomes subject to, restrictive measures under any EU, UN or other applicable national or international regulation and/or sanction; and/or
- 5) if, as a result of said transmission, programming or broadcasting, Eutelsat is, or would be subject to, any civil, administrative or criminal action, that may result in sanctions, fines, damages or other liability and/or the revocation or withdrawal of any authorisations, permits or licences granted to Eutelsat in connection with the provision of the Service. During any of said interruption of Service, no indemnity whatsoever shall be due by Eutelsat and the Customer shall be liable for the payment of all Service Charges hereunder. The Customer hereby holds Eutelsat harmless from any and all liability arising therefrom, it being specified that these interruptions shall be deemed attributable to the Customer.

9.7 The Customer shall indemnify and hold harmless Eutelsat from any loss, damage, or expense suffered as a result of claims, actions, allegations or proceedings brought by any third party against Eutelsat and/or any of its Affiliates, arising out of Eutelsat's performance hereunder, the Customer's use of the Service and the Customer's obligations, duties, undertakings, representations and/or warranties set forth in this Agreement.

## **10 TERMINATION**

10.1 In the event of material breach ("*manquement à une obligation essentielle*") by the Customer, Eutelsat shall be entitled to immediately implement any technical and/or operational measures to limit or interrupt the Service.

10.2 Except as otherwise provided in this Agreement, in the event of material breach ("*manquement à une obligation essentielle*") by either Party, the non-breaching Party shall be entitled to terminate the Agreement on fourteen (14) calendar days' notice delivered to the defaulting Party, if the defaulting Party fails to remedy said material breach within the aforesaid notice period.

10.3 Upon expiry or early termination of the Agreement, the Customer shall cease, and cause its customer(s) to cease, all transmissions and use of the Service. Eutelsat shall be entitled, inter alia, to discontinue the provision of the Service by all technical and operational means, upon expiry or early termination of the Agreement. In the event of non-compliance by the Customer with the foregoing, and without prejudice to any other damages, Eutelsat shall be entitled to require that the Customer pay a penalty in an amount equal to five (5) times the pro rata Service Charges for each twenty-four (24) hour period during which the Customer continues to use the Service in whole or in part after expiry or early termination of the Agreement. This payment shall be applied pro rata to any period that is less than twenty-four (24) hours.

## **11 PRESS RELEASES**

Neither Party nor the Customer's customer(s) may issue any press release or any other public announcement in connection with the Agreement without prior written consent of the other Party.

## **12 CONFIDENTIALITY**

12.1 Each Party undertakes not to disclose under whatever form, without the prior written consent of the other Party, any Confidential Information obtained, directly or indirectly, during the negotiation and performance of the Agreement.

12.2 Confidential Information shall not include: (i) information already known by the receiving Party before its transmission by the disclosing Party; (ii) information developed independently by the receiving Party; (iii) information lawfully received from a third party not under an obligation of confidentiality; (iv) information which has entered into the public domain (save through the fault of either Party); (v) information which is approved for release in writing by the disclosing Party; or (vi) information disclosed pursuant to law, judicial order or governmental regulation.

12.3 The obligations contained in this Article shall survive the expiry or early termination of the Agreement for a period of three (3) years. Upon expiry or early termination of the Agreement, the Parties shall each return to the other, if requested by the disclosing Party, or destroy all Confidential Information belonging to the other Party. Any destruction of documents must be confirmed in writing to the disclosing Party.

## **13 REPRESENTATIONS AND WARRANTIES**

13.1 Eutelsat hereby represents and warrants to the Customer as follows:

- 1) the execution, delivery and performance of the Agreement have been duly authorized by all necessary corporate action on the part of Eutelsat;
- 2) the Agreement constitutes a legal, valid and binding obligation on Eutelsat.

13.2 The Customer hereby represents and warrants to Eutelsat as follows:

- 1) the execution, delivery and performance of the Agreement have been duly authorised by all necessary corporate action on the part of the Customer;
- 2) the Agreement constitutes a legal, valid and binding obligation on the Customer;
- 3) the Customer holds all applicable clearances, licences, consents and approvals in order to perform all of its obligations hereunder.

13.3 Each Party expressly represents and warrants to the other that all their actions in concluding and performing the Agreement have been and shall be in compliance with applicable laws and regulations concerning child labour, basic human rights, health and safety of employees, and environmental protection requirements.

13.4 Each Party shall be liable to the other Party, and shall indemnify and hold the other Party harmless from, any breach of their respective representations and warranties as set forth in the Agreement.

## **14 FORCE MAJEURE**

14.1 Neither Party shall be liable for any failure to perform its obligations under the Agreement, if it is prevented or delayed in performing those obligations by an event of force majeure.

14.2 An event of force majeure is an event or circumstance which is beyond the control and without fault or negligence of the Party affected and which, notwithstanding the exercise of reasonable diligence, the Party affected was unable to prevent.

14.3 If either Party is prevented or delayed in the performance of any of its obligations under the Agreement due to an event of force majeure, it shall immediately provide written notice thereof to the other Party, specifying in reasonable detail the nature, extent and effect of the force majeure, and shall also notify the other Party in writing of the cessation of the event of the force majeure.

14.4 Upon removal or cessation of the event of force majeure, all obligations under the Agreement shall resume.

14.5 However, in the event that force majeure event exceeds thirty (30) consecutive days, then following such thirty (30) day period, the Parties shall meet and negotiate, inter alia, the conditions for the termination or amendment of the Agreement.

## **15 ASSIGNMENT**

The Customer shall not be entitled to assign this Agreement, including any or all of its rights and obligations hereunder, to any third party, unless if agreed upon in writing by Eutelsat. Eutelsat may assign this Agreement, including any or all of its rights, duties and obligations hereunder, to any present or future Affiliate of Eutelsat, to any third party in connection with the merger or acquisition of part or all of its satellite services business or assets, or as part of the reorganization of its business.

## **16 AMENDMENTS**

Any amendment of the terms and conditions of the Agreement shall be in writing and signed by a duly authorized representative of both Eutelsat and the Customer. To the extent permitted by applicable law, the Parties hereby expressly acknowledge and agree that the Agreement shall not be subject to revision, amendment, modification or termination, in the event of hardship suffered by either Party, "frustration of the contract" or any other comparable legal or equitable theory.

## **17 SEVERABILITY**

Should any provision of the Agreement be found to be invalid, illegal or unenforceable under the laws of any relevant jurisdiction, the invalid or unenforceable provision shall be given no effect but the remaining provisions of the Agreement shall remain in full force and effect. The Parties shall forthwith enter into good faith negotiations to amend the Agreement so that the invalid, illegal or unenforceable provision is replaced by a valid, legal, and enforceable provision, which conforms to the extent possible to the intended purpose of the former provision.

## **18 WAIVER**

No delay by any Party in exercising, or failure to exercise any right or remedy set out in this Agreement shall constitute a waiver of any of the Party's rights or remedies hereunder.

## **19 GOVERNING LAW**

The Agreement and the relationship between the Parties shall be governed by and construed in accordance with the laws of France.

## **20 SETTLEMENT OF DISPUTES**

The Commercial Court of Paris (France) has exclusive jurisdiction over any and all disputes and legal actions, which cannot be settled amicably within thirty (30) days from notification of a contracting party to the other, relating, directly or indirectly, to the execution, construction, performance and/or termination of this Agreement, including, inter alia, in the event of warranty claims, plurality of defendants, and/or emergency proceedings, and more generally, over any disputes and legal actions relating, directly or indirectly, to the past business relationship between the Parties, its performance, terms and conditions, or the consequences of any termination thereof, whether based on contract or tort liability, anti-trust, economic laws and regulations, or any other legal doctrine or theory.

## **21 NOTICES**

Any contractual notice served under the Agreement including invoices, shall be in writing and shall be given by any of the following methods: email, international courier, certified or registered mail to the addresses specified in the Specific Conditions, or such other address as may be notified by either Party in writing to the other Party. Each notice which shall be delivered, shall be deemed received at such time as it is delivered to the addressee Party, with the return receipt, messenger receipt or delivery receipt being deemed conclusive evidence of said receipt.

All notices for Eutelsat shall be addressed as follows:

Contractual Matters:                      Eutelsat Sales Operations  
    32 Boulevard Gallieni  
    92130 Issy-Les-Moulineaux – FRANCE  
    Tel: +33 1 53 98 32 00  
    Email: sales-operations@eutelsat.com

Technical Matters:                        Eutelsat Communications System Control Centre  
    Telephone: + 33 1 45 57 06 66  
    Email: csc@eutelsat.com

## **22 LANGUAGE**

The Agreement has been written in the English language. In the event that translations of the Agreement are made into other languages, the English language version shall prevail in all circumstances.

## **23 PERSONAL DATA PROTECTION**

To the extent personal data are processed under this Agreement, the Parties undertake to comply with the then-applicable regulations governing the processing of personal data, inter alia, French Law no. 78-17 of 6 January 1978 on information technology, data filing and civil liberties as amended and, as from 25 May 2018, EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

## **24 ANTI-CORRUPTION OBLIGATIONS**

24.1 The Eutelsat Group is anchored in a set of core values and principles, as set forth in Eutelsat's Code of Ethics and Eutelsat's Anti-Corruption Policy (available at [www.eutelsat.com](http://www.eutelsat.com)). The Eutelsat Group is committed to fight against all forms of corruption.

24.2 Accordingly, each Party hereby undertakes throughout the Term hereof:

- to comply, with all applicable laws and regulations prohibiting bribery, corruption, influence peddling and money laundering, and;
- to carry out all necessary actions to keep its employees duly informed of the risks of corruption and implement a compliance program.

24.3 Each Party hereby represents and warrants that neither it, nor, to the best of its knowledge, anyone acting on its behalf, has offered, paid, promised to offer or pay, either directly or indirectly, an employee or agent of the other Party, a public official or any third party, for the purpose of obtaining an unjust or illegal advantage within the framework of the Agreement.

24.4 At any time during the Term of the Agreement, each Party shall be entitled to require from the other Party to promptly respond to any reasonable inquiry addressed to it in order to ensure its continued compliance with any of the foregoing representations, warranties and undertakings.

24.5 In case of breach of any representation, warranty or undertaking set forth above which is, or would be subject to, any action that may result in sanctions or other liability, and/or threaten to harm the other Party, the non-defaulting Party shall notify the defaulting Party in order to remedy said breach without delay. In the event that no remedial action is taken within a cure period of fourteen (14) days, the non- defaulting Party may terminate this Agreement without incurring any liability. The defaulting Party shall prevent the loss or destruction of any documentary evidence in connection with the breach.

## **25 ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES**

The Agreement and its annexes constitute the entire agreement and understanding between the Parties in respect of the subject-matter hereof, and expressly replace any previous written or verbal agreements, understandings, protocols, or otherwise relating thereto.

## **Annex A**

### **Technical and Operating Terms and Conditions**

#### **Full or Fractional Transponder Allotment**

## **1 INTRODUCTION**

The purpose of this Annex is to define the technical characteristics of the satellite transponder that will be used to provide the Capacity, and the service and operating conditions that need to be observed for utilizing the same.

Whilst the Capacity may consist of several transponders, the terms of the present Annex apply to an individual transponder among those listed in paragraph 9.2 below.

The Capacity will be provided by means of a satellite transponder on the Eutelsat Space Segment. In case of fractional transponder allotment, the Capacity will share continuously the transponder power and bandwidth with other fractional transponder allotments or with other Eutelsat fractional transponder utilizations.

The main resources of the Capacity i.e., transponder characteristics, power and bandwidth, are as defined in Section 9 of this Annex. Other technical parameters, such as amplitude/group delay frequency response, AM/PM transfer, etc. as may be necessary for a detailed system definition, can be obtained from Eutelsat when needed and upon request.

## **2 CAPACITY UTILIZATION**

### **2.1 GENERAL**

The Capacity shall exclusively be used for the transmission of digital carriers.

### **2.2 SPECIAL PROVISIONS APPLICABLE TO FRACTIONAL TRANSPONDER ALLOTMENT**

The Capacity is allocated for a given service based upon the initial parameters agreed for the utilization. Any change of the utilization of this Capacity may affect the quality of the requested service and/or other services and may require a different allotment on the same or a different Eutelsat satellite, and therefore is subject to Eutelsat approval.

Eutelsat reserves the right to modify the technical and operating parameters requested by the Customer for this change of utilization and/or to reallocate the Capacity on the same or different Eutelsat satellite, depending upon the availability of suitable space segment capacity.

## **3 TRANSMISSION PLANS**

### **3.1 GENERAL**

The utilisation of the Capacity shall conform to the Transmission Plan approved by Eutelsat.

This is necessary to ensure :

- i) that the levels of interference that could be caused by the proposed transmissions and/or transmit Earth Stations, into services carried via other transponders on the same and adjacent Eutelsat satellites as well as those carried via other satellite networks are maintained within acceptable limits;
- ii) that, in case of fractional transponder allotment, the minimum resources in terms of power and bandwidth, specified in Section 9 of the present Annex, are provided for any other fractional transponder allotment and/or Eutelsat utilization sharing the same

satellite transponder as well as that the interference/intermodulation levels are maintained within acceptable limits into the fractional transponder allotments and/or other Eutelsat services simultaneously sharing the same satellite transponder.

Before the Capacity is actually utilized for transmissions, the Customer shall, in order to obtain approval of Eutelsat, provide Eutelsat well in advance with all the relevant technical and operating parameters of the proposed transmissions, including the Earth Stations which will transmit into the Capacity.

Eutelsat will then issue and provide the Customer with an approved Transmission Plan on the basis of its propositions. In issuing this approved Transmission Plan, Eutelsat reserves the right to make any modifications to the technical and operating parameters proposed by the Customer that may be necessary to meet the above requirements i) and ii).

Any further change of the utilization of the Capacity requested by the Customer shall in advance be approved by Eutelsat which will issue and provide the Customer with a new approved Transmission Plan.

An integral part of the Capacity transmission and frequency plan must be the ability to vary carrier up-link EIRP and respective carrier centre frequency whenever transponders on the same satellite and carrier assignments on adjacent Eutelsat satellite transponders, or intersystem co-ordination constraints require it. However, Eutelsat shall make its best effort to minimize changes of frequency.

In case of a transmission of an entertainment DVB Multiplex for direct-to-home reception, Eutelsat will define in the approved Transmission Plan, the Identification Descriptors for each DVB service and the Customer will strictly ensure that they are implemented in order to avoid potential tuning conflicts for receivers and to additionally harmonize the numbering scheme for all the entertainment DVB Multiplexes for direct-to-home reception.

### 3.2 SPECIAL PROVISIONS APPLICABLE TO FRACTIONAL TRANSPONDER ALLOTMENT

The Capacity i.e., satellite flight unit, transponder number, polarization and centre frequency of the allocated bandwidth, is an integral part of the Transmission Plan and these physical means used to provide the Capacity will be assigned and defined in the Transmission Plan approved by Eutelsat.

## 4 **TECHNICAL AND OPERATIONAL REQUIREMENTS FOR EARTH STATIONS ACCESSING THE CAPACITY**

### 4.1 GENERAL

Eutelsat recognizes that it is the prerogative of the Customer to establish compatibility between the Earth Stations accessing the Capacity, and to define the service quality objectives and the Earth Station performance characteristics necessary to achieve those objectives, beyond those imposed by the technical and operational requirements referred to below.

However, Eutelsat needs to be provided with the service requirements and quality objectives as well as the receive station/equipment characteristics, in order to ensure that those requirements and quality objectives can be met with the resources of the Capacity.

### 4.2 DEFINITIONS

The assigned operating EIRP is the EIRP assigned to a given carrier in the Transmission Plan approved by Eutelsat.

The maximum operating EIRP for a given carrier is that resulting from the maximum required IPFD for the Capacity from the earth segment and received at the satellite, as defined in Paragraph 9.3.1 of this Annex.

### 4.3 REQUIREMENTS

The following requirements are necessary for ensuring an adequate level of protection to other services carried via the Eutelsat Space Segment as well as to services carried via other satellite networks:

- a) Any transmit station accessing the Capacity shall be capable of radiating the maximum operating EIRP for a given carrier. The assigned operating EIRP will not exceed the maximum operating EIRP. Particular attention must be paid to the adjustment and control of the carrier EIRP transmitted by Earth Stations so as to maintain its level closest to the assigned one and with maximum stability.
- b) Any Earth Station accessing the Capacity shall conform to the technical and operational requirements specified in the Eutelsat Earth Station Standard M (EESS 502 as amended or substituted from time to time).
- c) The power at the transmit station antenna input, and the operating EIRP in the direction of the satellite of any carrier transmitted via the Capacity shall be maintained within the limits specified in the Transmission Plan approved by Eutelsat.
- d) To avoid high variations of the satellite transponder gain the carriers transmitted from the stations accessing the Capacity shall normally be continuously activated. However, any required deactivation/activation of a carrier requested by the Customer may be possible but shall only be effected under control of the Eutelsat CSC, as presented in the Eutelsat System Operations Guide (ESOG) and under the conditions set forth in the Transmission Plan approved by Eutelsat.

In case the up-link station were to operate from a different location a full line-up in accordance with the ESOG, including power balance of the carrier, is required before the start of operation from this location.

- e) Where an Earth Station is operating with a low elevation angle (in general close to 10° or less) tropospheric scintillation can occur during clear weather conditions as well as during atmosphere perturbations (rain, snow etc) causing unacceptable interference to other services. If such interference occurs the Earth Station operating with a low elevation angle must immediately reduce its transmitted power (EIRP) or immediately cease transmissions as directed by the Eutelsat CSC.

The allocated bandwidth, referred to in the Eutelsat Earth Station Standard M (EESS 502) and for which the above requirements are met, shall be the same as that defined in Paragraph 9.4 of this Annex.

## 5 **APPROVAL OF EARTH STATIONS ACCESSING THE CAPACITY**

Any earth station accessing the Capacity shall be approved by Eutelsat prior to any access in accordance with the relevant procedures as set forth in the Eutelsat System Operations Guide (ESOG).

The Customer undertakes to operate the Earth Station in accordance with the Eutelsat Transmission Plan and in compliance with the registered performance characteristics of any Earth Station approved by Eutelsat and authorized to access the Capacity.

The Customer accepts responsibility for compliance with any national procedure required by the relevant authority(ies) for the right to access the Capacity, by any Earth Station having obtained the approval mentioned above and operating in accordance with the approved Transmission Plan, from any territory from where the transmission takes place and discharges Eutelsat accordingly for all and any liability of whatever nature (including all and any direct or indirect financial consequence) which may arise on this respect.

## **6 OPERATIONAL MANAGEMENT AND CONTROL**

The operational management and control of the Capacity shall be in accordance with the procedures defined in the Eutelsat Systems Operations Guide (ESOG).

If, in order to ensure the compliance with the provisions of this Annex, decryption equipment that is not readily and openly available is required by Eutelsat, the Customer shall give to Eutelsat all reasonable assistance in procuring such equipment on terms and conditions to be agreed between them.

## **7 IN-ORBIT PERFORMANCE MONITORING**

For the purpose of verification of the Capacity, the Customer shall permit Eutelsat to perform measurements which are necessary to verify the major technical characteristics of the Capacity, as shown in Section 9 of this Annex.

These measurements shall only be performed after consultation with the Customer and in such a way as to avoid as far as possible interruption of the permitted services.

## **8 SATELLITE CONTROL AND MANAGEMENT**

For the purpose of monitoring, measuring and controlling the dedicated satellite, but without adversely affecting the Customer's transmissions, the Customer shall permit the insertion by Eutelsat of signals into the Capacity.

## **9 DEFINITION OF RESSOURCES**

### **9.1 GENERAL**

This section defines the main resources available to the Customer with the Capacity, allocated to the whole or part of a satellite transponder on the Eutelsat Space Segment.

Such resources include the transponder characteristics, satellite figure of merit (G/T), required input power flux density at the satellite (IPFD), satellite EIRP, allocated bandwidth and orbital stability of the satellite providing the Capacity.

### **9.2 TRANSPONDER CHARACTERISTICS**

The Capacity will initially be provided using whole or part of one or several transponders with major technical characteristics as defined in the table below:

Satellite	Orbital position	Transponder	Transponder centre frequency		Transponder bandwidth (MHz)
			Uplink (MHz)	Downlink (MHz)	
Eutelsat 70B	70.5° East	BCC3	14 375.000	11 075.000	72.0

### **9.3 SATELLITE RECEIVE AND TRANSMIT COVERAGE**

#### **9.3.1 Satellite Receive Coverage, Figure of Merit and Required IPFD**

The maximum Input Power Flux Density (IPFD) required at the satellite for the Capacity, transmitted with a single carrier from a location towards which the Figure of Merit (G/T) is 0 dB/K, and over the lifetime of the allotment, is proportional to the allocated bandwidth (see Paragraph 9.4), on the basis of  $-103$  dBW/m<sup>2</sup> per MHz of allocated bandwidth.

Notwithstanding the foregoing, a higher IPFD may be required in certain special cases where the power resources granted by Eutelsat to a given carrier at the transmission plan level are notably greater than the ones indicated in Paragraph 9.3.2 .

**Table 1** gives the minimum satellite Figure of Merit (G/T) that will be provided at certain defined locations within the receive coverage area, where :

“G” is the satellite receive antenna gain,

“T” is the satellite receive system noise temperature.

Other locations together with their minimum G/T may be defined upon request of the Customer and upon agreement with Eutelsat.

**Figure 1** illustrates the expected receive coverage area. This illustrated coverage is not contractual.

### 9.3.2 Satellite Transmit Coverage and EIRP

**Table 2** gives the minimum available satellite EIRP that will be provided towards certain defined locations within the transmit coverage area for the whole transponder exploited with a single carrier at the transponder centre frequency. Other locations together with their minimum EIRP may be defined upon request of the Customer and upon agreement with Eutelsat.

**Figure 2** illustrates the expected transmit coverage area. This illustrated coverage is not contractual. Whilst the delivered satellite EIRP might be somewhat greater than the minimum values specified in **Table 2**, this depends on particular circumstances possible during operations and can be achieved by Eutelsat only on a non-contractual basis.

In case of fractional transponder allotment, or if the full transponder is used for transmitting multiple carriers, the shared use of the transponder entails a reduction of the available satellite EIRP. The maximum reduction applied to the values in **Table 2** for the Capacity is inversely proportional to the allocated bandwidth (see Paragraph 9.4), on the basis of 22.6 dB per MHz of allocated bandwidth.

## 9.4 ALLOCATED BANDWIDTH

The nominal bandwidth of the Capacity is **23.06 MHz**.

## 9.5 SATELLITE ORBITAL STABILITY

The satellite providing the Capacity will be maintained by Eutelsat within  $\pm 0.1$  degree of its nominal operational longitude position and shall be kept such that the maximum angle between the equatorial plane and the orbital plane shall not exceed  $\pm 0.1$  degree.

**Table 1**

**Eutelsat 70B**

**Central Asia Receive Coverage**

**List of Locations and their G/T Values**

<b>Location</b>		<b>G/T (dB/K)</b>
<b>Alma-Ata, Kazakhstan</b>	<b>43°15'N 76°57'E</b>	<b>+4.0</b>
<b>Karächi, Pakistan</b>	<b>24°52'N 67°03'E</b>	<b>+4.0</b>
<b>Astana, Kazakhstan</b>	<b>51°10'N 71°30'E</b>	<b>+3.5</b>
<b>Islämäbäd, Pakistan</b>	<b>33°42'N 73°10'E</b>	<b>+3.5</b>
<b>Uralsk, Kazakhstan</b>	<b>51°14'N 51°22'E</b>	<b>+3.5</b>
<b>Ad Dammäm, Saudi Arabia</b>	<b>26°26'N 50°07'E</b>	<b>+3.0</b>
<b>Astrakhan, Russia</b>	<b>46°21'N 48°03'E</b>	<b>+2.5</b>
<b>Bayrüt, Lebanon</b>	<b>33°53'N 35°30'E</b>	<b>+2.0</b>
<b>Ammän, Jordan</b>	<b>31°57'N 35°56'E</b>	<b>+1.5</b>
<b>Masqat, Oman</b>	<b>23°29'N 58°33'E</b>	<b>+1.0</b>

**Table 2**

**Eutelsat 70B**

**Central Asia Transmit Coverage**

**List of Locations and their minimum available EIRP Values  
(a power reduction may apply to the Capacity ;  
see Paragraph 9.4.2 for the applicable power allocation)**

<b>Location</b>		<b>EIRP (dBW)</b>
<b>Alma-Ata, Kazakhstan</b>	<b>43°15'N 76°57'E</b>	<b>50.0</b>
<b>Islāmābād, Pakistan</b>	<b>33°42'N 73°10'E</b>	<b>50.0</b>
<b>Karāchi, Pakistan</b>	<b>24°52'N 67°03'E</b>	<b>50.0</b>
<b>Uralsk, Kazakhstan</b>	<b>51°14'N 51°22'E</b>	<b>50.0</b>
<b>Astana, Kazakhstan</b>	<b>51°10'N 71°30'E</b>	<b>49.0</b>
<b>Astrakhan, Russia</b>	<b>46°21'N 48°03'E</b>	<b>49.0</b>
<b>Ad Dammām, Saudi Arabia</b>	<b>26°26'N 50°07'E</b>	<b>48.5</b>
<b>Bayrūt, Lebanon</b>	<b>33°53'N 35°30'E</b>	<b>48.5</b>
<b>Ammān, Jordan</b>	<b>31°57'N 35°56'E</b>	<b>47.0</b>
<b>Masqat, Oman</b>	<b>23°29'N 58°33'E</b>	<b>47.0</b>

Figure 1 : Eutelsat 70B  
Illustration of Central Asia Receive Coverage  
(not contractual)

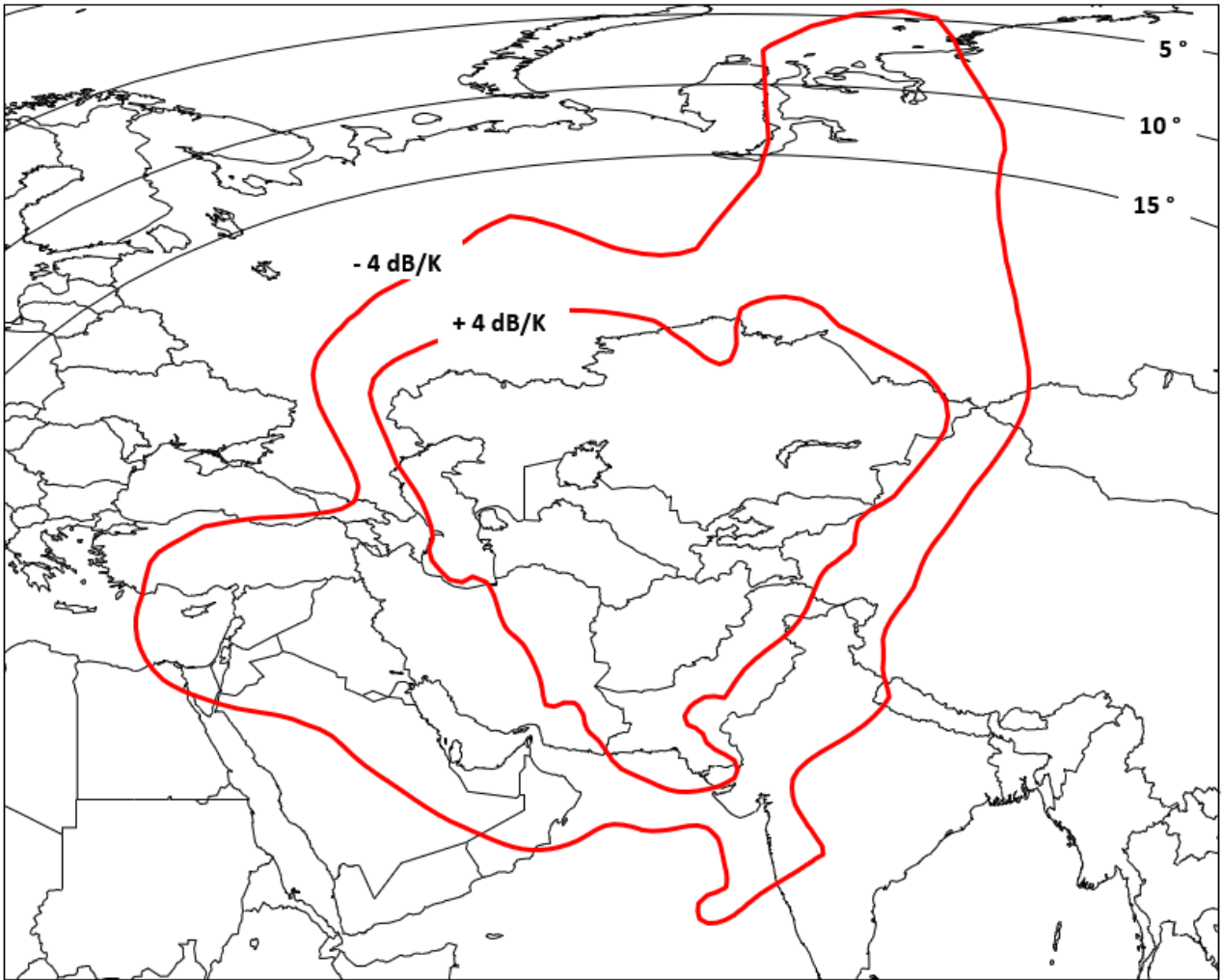


Figure 2 : Eutelsat 70B  
Illustration of Central Asia Transmit Coverage  
(not contractual)

