




MASTER SERVICE AGREEMENT

Intelsat MSA number: 27765	Intelsat Customer account number: 129815	Effective Date
	"INTELSAT"	"CUSTOMER"
Full name and details of registration/establishment:	INTELSAT GLOBAL SALES & MARKETING LTD., a company incorporated under the laws of England & Wales (reg. no. 4098445)	Television and Radio Broadcasting Network of Armenia CJSC (TRBNA), a company incorporated under the laws of Armenia (reg. 01501898)
Full postal address (principal place of business):	Building 5 Chiswick Park 566 Chiswick High Road London W4 5YF, UK	95 Hovsepyan Str. Yerevan 0047, Republic of Armenia
Contact Person:	Ms. Lindsey Edmonds	Mr. Samuel Kocharyan
Email:	intelsatcontractseurope@intelsat.com	s.kocharyan@trna.am
Telephone:	+44 20 3036 6700	+37 41 0653 773 +37 49 399 9116
Fax:	+44 20 3036 6710	+37 41 0653 552

Customer and Intelsat agree that only the English language version of this Master Service Agreement is valid and binding. In the event of a conflict between the English version and any translation of this Master Service Agreement, the English version shall control.


This Master Service Agreement ("Agreement") is effective as of the Effective Date and is applicable to any Service provided to Customer by Intelsat.

EXECUTED ON BEHALF OF INTELSAT

By: 
 Name: Quoc NGUYEN
 Title: Sales Director

Marketing Ltd. Intelsat Global Sales Office London

EXECUTED ON BEHALF OF CUSTOMER

By: 
 Name: Grigor Amalyan
 Title: General Director

GENERAL TERMS AND CONDITIONS

Intelsat and Customer are referred to individually as a "Party" and collectively as the "Parties." "Affiliates" of either Party means any and all entities controlling, controlled by or commonly controlled with such Party, and all officers, directors, employees, agents, partners and shareholders of such Party or such entities. "Satellite" means the satellite utilized by Intelsat for providing Service to Customer at any given time.

1. CONTRACTS MADE UNDER THIS AGREEMENT

1.1 Service will be provided by Intelsat to Customer on a 24 x 7 basis ("FT Service") or on an ad hoc or other short term basis ("OU Service") (each a "Service"). FT Service will be provided pursuant to a service order contract ("Service Order") which will be governed by the terms of this Agreement. In the event of a conflict, the terms of the Service Order will prevail.

1.2 N/A

1.3 This Agreement's initial term is 60 months. Hereafter, this Agreement will continue until terminated by either Party on 20 days written notice, except that the terms of this Agreement will continue to apply to any Service Order as long as such Service Order remains in effect.

1.4 If Customer continues to use a Service after its service end date, Intelsat may terminate the Service or continue to provide it on a fully-preemptible basis for a price determined by Intelsat, until terminated upon notice to Customer.

2. PROVISION OF SERVICE

2.1 Intelsat shall provide each Service using satellite and/or terrestrial facilities owned and/or operated by Intelsat and/or third parties under contract with Intelsat ("Intelsat-Provided Facilities"). Any third party facilities will be subject to the terms of Intelsat's agreement with such third-party provider, as amended from time to time.

2.2 Intelsat may change Customer's space segment allocation on the Satellite identified in the Service Order, move the Service to a different Intelsat satellite, or alter the method by which it provides Service, provided that substantially similar coverage and performance is provided. Intelsat shall notify Customer of any such change as soon as practicable, and will use reasonable efforts to minimize disruption of Service during such change.

3. CUSTOMER OBLIGATIONS/USE RESTRICTIONS

3.1 Service is provided to Customer for its own use or for Resale by Customer to a third party as part of a solution comprising other value-added telecommunications services. For purposes of this Section, "Resale" includes, without limitation, the sale, resale, license, lease, sublease, grant, assignment or any other means of direct or indirect conveyance of Service, in whole or in part. Customer will be responsible to Intelsat for any and all use of Service or any act or omission by any third party user throughout the chain of use ("User") to the same extent as Customer would be for its own

use. Customer will require its User(s) to abide by terms consistent with this Agreement.

3.2 Customer shall use, and require any Users to use, any Service(s), information and/or commodities that may be provided under this Agreement only for lawful purposes and in compliance with any and all applicable laws, rules, regulations and/or restrictions of any territory in which Customer or any User uses the same or to which it is otherwise subject, including, without limitation, the rules and regulations of the United States Federal Communications Commission ("FCC"); all United States export control laws; applicable patent, copyright, trademark, and any other intellectual property rights; and any applicable laws concerning defamation, obscenity, privacy and data protection.

3.3 Customer shall: (a) use Service in compliance with the operational requirements set forth in the relevant Service Order ("**Operational Requirements**"); (b) configure, equip and operate Customer-Provided Facilities so that the interface with the Satellite conforms to the characteristics and technical parameters of Satellite; (c) follow Intelsat's directions for initiating or terminating any transmission to Satellite; (d) operate Customer-Provided Facilities in a manner that allows for cessation of transmission immediately upon notice pursuant to Section 13.2; (e) supply such information regarding the technical parameters of its transmissions as may be required by Intelsat; (f) provide, on request from Intelsat, evidence that Customer-Provided Facilities meet Operational Requirements; (g) follow established practices and procedures for frequency coordination; (h) not use Service, or any portion thereof, in any manner that is likely to cause harm to or interference with any satellite or related infrastructure of Intelsat or a third party; (i) ensure that the installation, operation, and maintenance of Customer-Provided Facilities are in compliance with Service Order(s); and (j) secure all licenses and permissions, including but not limited to those required to uplink or downlink a signal from the Satellite in any jurisdiction in which Service is being utilized by Customer or a User, as required by applicable law. Intelsat is not responsible for securing, and makes no representation regarding, any such licenses or permissions relating to uplink or downlink of a signal from the Satellite in any jurisdiction whatsoever.

"**Customer-Provided Facilities**" means any earth station facilities or other equipment, including without limitation hardware and software, used by Customer or its Affiliates to transmit signals to or receive signals from Satellite. Customer may contract with third parties to transmit its signals to or receive its signals from Satellite, provided that (a) Customer will require that any such third party complies with all of the requirements of this Agreement and the relevant Service Order; (b) any such third party's facilities and personnel will be deemed Customer-Provided Facilities; and (c) acts or omissions of any such third party will be deemed to be the acts or omissions of Customer. Intelsat has the right to inspect any Customer-Provided Facilities together with associated facilities and equipment used by Customer or by a third party under the authority of Customer to transmit to Satellite, and Customer will make such facilities available for inspection upon notice.

3.4 No later than ten (10) business days prior to the commencement of Service pursuant to a Service Order, Customer shall provide Intelsat with a transmission plan ("**Transmission Plan**") that complies with Operational Requirements. Customer shall obtain Intelsat's written approval of the Transmission Plan as a condition of commencement of Service, and such approval will not be unreasonably withheld or delayed. Customer may modify the Transmission Plan from time to time subject to Intelsat's prior written consent. Intelsat's approval of a Transmission Plan will not constitute any warranty regarding the use of any number of carriers, other alternative uses of Service, or any use of Service in relation to potential sources of terrestrial interference. Notwithstanding the foregoing, Service will be deemed to have started for the purposes of Section 4 on the service start date in the Service Order.

4. CHARGES AND PAYMENTS

4.1 "**Charges**" refers to all amounts due pursuant to a Service Order or otherwise payable to Intelsat. Customer shall pay any fixed recurring Charges on or before the first calendar day of the month in which the Service is to be provided. **Any**

other Charges are payable as specified in the corresponding executed Service Order between the parties.

Banking Details:

Account Name: Intelsat Global Sales & Marketing Ltd.

Bank Name: Bank of America, N.A.

London, UK

Account No: 46173077

IBAN: GB95BOFA16505046173077

Final SWIFT: BOFAGB22

Bank Address: 2 King Edward Street,

London, EC1A 1 HQ, UK

If required: Intermediary SWIFT - BOFAUS3N

The Banking Details set forth herein are included at Customer's request and will also appear on Customer's monthly Invoices. Intelsat reserves the right to change these Banking Details as needed and any such changes will be conveyed to Customer and updated on Customer's monthly Invoices.

4.2 Customer shall pay all Charges in full by wire transfer, at its own expense, in U.S. dollars to the bank account specified in the relevant invoice posted at <https://my.intelsat.com/webinvoices/index.asp>. Invoices are issued for Customer's convenience only, and the absence or delay of an invoice will not affect Customer's obligation to pay. Customer shall pay all charges free and clear of any set-off, restriction, condition, or deduction. Customer shall notify Intelsat in writing of any dispute regarding Charges at least ten (10) days prior to the relevant due date as provided in Section 4.1. Thereafter, the invoice will be considered final and undisputed.

4.3 Intelsat is entitled to charge late payment interest at 1.5% per month or the highest rate permitted by law (if less) on any amount not received by Intelsat by the due date, from such due date until Intelsat receives full payment.

4.4 Intelsat may require Customer to pay a deposit or to provide other financial security in a form acceptable to Intelsat ("**Deposit**"), which may be increased during the term of a Service Order. Failure to pay the Deposit will be a material breach of the Agreement. The Deposit may be applied to any overdue amount(s) for any Service(s). Intelsat shall return any remaining Deposit to Customer when all Services end and all debts of Customer are settled.

4.5 Except for income taxes imposed directly on Intelsat or any of its Affiliates in its place of establishment, Customer shall pay and indemnify Intelsat in respect of any and all taxes, imposts, charges, levies, duties, usage or other fees (including, without limitation, withholding taxes, value added taxes, universal service fund contribution charges, stamp taxes, and other similar taxes and charges, if any) which may be assessed against Intelsat or any of its Affiliates or against Customer or any of its Affiliates by any governmental entity on the territory of **Republic of Armenia** (or any other territory in which Customer or any User uses the Service) in connection with Service, including any interest, penalties and additions with respect thereto (collectively, "**Taxes**"). If Taxes are so assessed, Customer shall pay to Intelsat an amount by way of Charges that ensures that Intelsat receives the same amount, after such Taxes, as it would have received had such Taxes not been assessed. Customer shall provide Intelsat with a certificate evidencing discharge of such Taxes within the time prescribed in the relevant statute.

5. CONFIRMED OUTAGE/FAILURE

5.1 A "**Confirmed Outage**" occurs when Service materially fails to comply with the Service Order, and such noncompliance is confirmed by Intelsat. A Confirmed Outage will be deemed to commence when Customer notifies Intelsat, and to end when Intelsat notifies Customer or Customer has actual knowledge that Service has been restored.

5.2 An outage will not be a Confirmed Outage if it is caused by: (a) Customer-Provided Facilities or congestion in Customer's network; (b) any act or omission of Customer, or any of its Affiliates, officers, employees or agents, or any User; (c) preventative maintenance and/or expansion of Service (when done on at least 48 hours' notice) as may be necessary

to maintain Service in satisfactory operating condition, to provide additional system capacity, or to protect the overall performance of Service and/or Intelsat-Provided Facilities; (d) a Force Majeure Event as defined in Section 10 that is attributable to sun outages, meteorological or astronomical disturbances, or third party interference; (e) termination or suspension of this Agreement or relevant Service Order(s) under Section 7 or 8; or (f) unavailability of Service to Customer, pursuant to FCC rules, and during emergency conditions, including without limitation major natural or man-made disasters or emergencies involving defense and security of the United States.

5.3 If a Confirmed Outage occurs, Intelsat will give Customer a credit ("Outage Credit") against future Charges for the Service as provided in the Service Order. Intelsat will use reasonable efforts to restore Service, and Customer will use reasonable efforts to assist Intelsat in so doing.

5.4 A "Confirmed Failure" will have occurred if the Service materially fails to comply with the technical specifications for the period(s) of time specified in the Service Order, and such failure is confirmed by Intelsat.

6. INTERRUPTION OF SERVICE

Acting in good faith and at its sole discretion, Intelsat may interrupt Customer's Service if the Satellite or any component thereof loses power or experiences any abnormal technical situation or other unforeseen condition, to reduce or avoid interference or any impairment of the Satellite or Service. Intelsat will use reasonable efforts to schedule such interruption so as to minimize the disruption to the Service. Customer will immediately cease transmissions to the affected Satellite upon Intelsat's request under this Section 6.

7. TERMINATION

7.1 If a Confirmed Failure occurs and Intelsat does not restore the Service within (a) 15 days if such Confirmed Failure is not due to a Force Majeure Event; or (b) 90 days if such Confirmed Failure is due to a Force Majeure Event; or (c) any shorter period if Intelsat determines that restoration within the time frame permitted in (a) or (b) is not reasonably achievable, either Party may terminate the affected portion of the Service upon notice to the other.

7.2 Intelsat may terminate this Agreement or any Service Order immediately upon notice to Customer if: (a) Customer does not pay Charges in accordance with Section 4 and such Charges remain unpaid for more than five (5) days after Intelsat notifies Customer of such non-payment; (b) Customer violates any provision of Section 3 and does not cease such violation immediately upon notice from Intelsat; (c) Customer otherwise breaches this Agreement or the Service Order and does not cure such breach within 30 days after Intelsat gives notice of such breach; (d) Customer files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or files or has filed against it any petition or answer seeking any reorganization, composition, liquidation or similar relief for itself under any applicable statute, law or regulation, or makes any general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due; or (e) there is a change in the ownership or control, including nationalization, of Customer that is likely to have a material adverse effect on Intelsat's interests.

7.3 In the event of termination pursuant to Section 7.2, in addition to its other remedies at law or in equity, Intelsat will be entitled to a "Termination Fee" equal to the total Charges for the remainder of the service term in the applicable Service Order(s). If the Charges are recurring but non-fixed, the calculation of the Termination Fee will be based on average and/or expected average Charges as specified in the Service Order(s). Intelsat may apply the Deposit, if any, against the Termination Fee. Parties hereby acknowledge such Termination Fee to be a genuine pre-estimate of Intelsat's loss resulting from such termination. Intelsat will be entitled to use Intelsat-Provided Facilities made available by the termination of a Service Order.

7.4 Intelsat may take any Satellite out of commercial service at its orbital location at any time. In such case, Intelsat will give notice to Customer as soon as reasonably practicable, and the affected Service will automatically terminate on the date that Satellite is taken out of commercial service at its then-

current orbital location, unless Intelsat elects to continue providing Service on an alternative satellite.

7.5 UPON NOTICE OF TERMINATION, CUSTOMER WILL IMMEDIATELY CEASE, AND ENSURE THAT ANY USERS CEASE, USING THE RELEVANT PORTION OF THE INTELSAT-PROVIDED FACILITIES. SUCH TERMINATION WILL EXTINGUISH ALL OF INTELSAT'S OBLIGATIONS TO PROVIDE THE AFFECTED SERVICE AND WILL NOT EXCUSE EITHER PARTY FROM ANY LIABILITY INCURRED PRIOR TO SUCH TERMINATION. SECTIONS 9, 12 AND 14 WILL SURVIVE TERMINATION OF THIS AGREEMENT, A SERVICE ORDER OR A SERVICE. UPON TERMINATION IN ACCORDANCE WITH SECTIONS 7.1 OR 7.4, INTELSAT WILL REFUND TO CUSTOMER ANY PORTION OF THE CHARGES PREVIOUSLY PAID AND APPLICABLE TO ANY PERIOD AFTER SUCH TERMINATION PLUS ANY ACCRUED OUTAGE CREDITS, LESS ANY UNPAID CHARGES OWED BY CUSTOMER UNDER ANY SERVICE ORDER.

8. SUSPENSION

8.1 Intelsat may suspend Service in any circumstance in which Intelsat would have the right to terminate the related Service Order or this Agreement under Section 7.2, provided that any notice required for such termination is also given for such suspension. Suspension of Service will not be construed as a waiver of Intelsat's right to terminate this Agreement or the relevant Service Order(s).

8.2 Intelsat may suspend Service if, in connection with Customer's or User's use of Service, Intelsat or any of its Affiliates is (a) indicted or charged as a criminal defendant; or (b) becomes the subject of a criminal proceeding or investigation or any other action or threat of action that potentially could result in (i) the revocation, suspension, or loss of any license, ability or right of Intelsat to provide Service to any customer, or (ii) the loss of any customer's right or ability to use capacity or services provided to it by Intelsat. Intelsat may suspend Service if any third party is blocking or jamming Customer's signal and thereby interfering with the use or performance of Satellite or if Customer or any User is listed on any compilation by any government of organizations or individuals with which business may not be conducted.

8.3 Customer will immediately cease, and ensure that any Users cease, using Intelsat-Provided Facilities upon notice of suspension in accordance with this Section 8. Intelsat may continue to suspend Service until the matter prompting the suspension is resolved to Intelsat's satisfaction, or terminate this Agreement or the relevant Service Order on five (5) days' notice. Suspension of Service will not result in any Outage Credit to Customer, and all Charges will remain payable.

9. LIABILITY/INDEMNIFICATION

9.1 *Except as provided in Section 11, any and all warranties and/or conditions, including without limitation merchantability or fitness for any purpose, are disclaimed by Intelsat. Intelsat's sole obligation and Customer's exclusive remedy for any claim whatsoever under any theory of law or equity in connection with this Agreement are limited to those provided in Sections 5.3 and 7.1, and all other remedies of Customer are excluded. In no event will Intelsat or any of its Affiliates be liable for any indirect, special, punitive, incidental, or consequential damages, including without limitation loss of revenue or profits, regardless of the foreseeability of such damages, arising in connection with this Agreement or any Service Order, or for damages associated with services and/or equipment not provided by Intelsat.*

9.2 Customer shall indemnify and hold harmless Intelsat and its Affiliates in respect of any third party claims, liabilities, losses, damages, attorneys' fees, and costs connected with Customer's or Users' use of Intelsat-Provided Facilities, including, without limitation: (a) any act or omission of Customer in breach of this Agreement or any Service Order; (b) Customer's or any User's alleged contravention of any applicable laws, rules and regulations; (c) content or information displayed or transmitted by Customer or User; or (d) any warranty or representation that Customer or User may make to a third party in connection with Service.

10. FORCE MAJEURE

Any failure or delay by Intelsat in provision of Service will not be a breach if due to any act, event or cause beyond its reasonable control ("Force Majeure Event"). Force Majeure Events may include without limitation: act of God, earthquake, hurricane, snowstorm, fire, flood, war (whether declared or undeclared), terrorism, riot, insurrection, civil commotion, national emergency, power shortage, strike, labor dispute, epidemic, quarantine, contamination, embargo, receive earth station sun outage, meteorological or astronomical disturbance, external transmission interference, satellite failure, satellite launch failure or delay, or satellite malfunction (provided such interference, failure, delay or malfunction is not attributable to a negligent act or omission of Intelsat), action or inaction of any government or competent authority, or any under-performance of Customer-Provided Facilities. The existence of a Force Majeure Event will not affect Customer's obligations under Sections 3.3 and 4.1.

11. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that, as of the Effective Date of this Agreement and at the time of execution of any Service Order: (a) it has the right, power and authority to enter into and fully perform its obligations thereunder; (b) the execution and performance has been duly authorized by all necessary corporate action; (c) this Agreement and any Service Order constitute legal, valid and binding obligations on that Party; (d) the fulfillment of its obligations and conduct will not constitute a material violation of any existing applicable law, rule, regulation or order of any governmental authority, or contract to which it is subject; (e) all public or private consents, permissions, agreements, licenses or authorizations necessary for the performance of its obligations have been or will be obtained prior to the service start date as defined in the Service Order; and (f) it does not know of any intermediary who was involved in any discussions incidental to the execution of the Agreement or Service Order who might be entitled to a fee or commission related to the transactions contemplated herein or therein.

12. CONFIDENTIALITY

Each Party will use reasonable care to maintain the security and confidentiality of any Confidential Information exchanged between the Parties. Neither Party will, without the written consent of the other Party, disclose the other Party's Confidential Information to any third party, unless expressly required by law or competent authority. Upon request, each Party will destroy all Confidential Information of the other Party that it holds. Intelsat may, however, publicly state that Customer is a customer.

"Confidential Information" means information of a confidential or proprietary nature relating to a Party, its Affiliates or other representatives that is reduced to writing and marked "Confidential" or similar, excluding information that is developed independently or lawfully received from a third party without an obligation of confidentiality, or reaches the public domain other than by a breach of this Agreement.

13. NOTICES

13.1 Except as provided in 13.2, all notices in relation to this Agreement must be in writing and in English and will be deemed received upon actual delivery or completed facsimile or email transmission (provided delivery has been automatically confirmed) to the other Party at the contact details specified herein. Each Party will notify the other promptly of any change in its relevant contact information.

13.2 For purposes of receiving notices from Intelsat regarding outage, interruption, suspension, interference or any other technical problems related to service, Customer shall maintain at each earth station transmitting signals to Satellite: (a) a telephone that is continuously staffed while Customer is transmitting signals to Satellite; (b) an automatic fax machine in operation and capable of receiving messages from Intelsat at all times; and (c) staff capable of speaking English and possessing sufficient authority and technical capability to terminate a transmission immediately upon notice from Intelsat. Intelsat shall maintain a telephone that is continuously staffed for the purpose of receiving notice pursuant to this Section 13.2. All such notices will be made in English and will be promptly confirmed in writing to the other Party.

14. JURISDICTION

14.1 The Agreement will be governed by the laws of England and Wales without regard to any conflict of laws provisions.

14.2 The Parties shall submit to the jurisdiction of the courts of England and Wales to resolve any dispute, provided that Intelsat may also take action against Customer in the courts of the jurisdiction in which the Customer is organized or is utilizing Service. The Parties agree that service of any process will be deemed sufficient upon actual delivery of such process at the address provided herein.

14.3 Nothing in this Section 14 limits any right of either Party to seek injunctive relief.

15. ASSIGNMENT/INTERESTS

15.1 Customer may assign or transfer its rights and obligations under this Agreement or any Service Order only in whole and only after securing written consent of Intelsat. Any purported action by Customer in breach of this Section 15.1 is void.

15.2 Intelsat may assign or transfer its rights and obligations under this Agreement, any Service Order or in relation to Intelsat-Provided Facilities, in whole or in part, at any time. Customer will execute and deliver to Intelsat such documentation as Intelsat or its assignee may reasonably require.

15.3 This Agreement and any Service Order will be binding on and will inure to the benefit of any successors and assigns of the Parties.

15.4 Intelsat may grant security interests in Intelsat-Provided Facilities at any time. In such event, this Agreement and Service Order(s) may become subject and subordinate to such security interest.

16. MISCELLANEOUS

16.1 Neither this Agreement nor any Service Order may be amended except in writing signed by each Party.

16.2 Nothing in this Agreement or any Service Order will require either Party to contravene applicable law. If any provision of this Agreement or any Service Order is found to be invalid or unenforceable, it will be curtailed or limited only to the extent necessary to permit compliance with minimum legal requirements.

16.3 No breach or default by either Party under this Agreement or any Service Order is waived unless the waiver is made in writing and signed by the waiving Party. Acceptance by Intelsat of any payments by Customer will not be deemed a waiver of any preceding breach by Customer of this Agreement.

16.4 This Agreement and any Service Order are intended for the sole benefit of the Parties and no third party (including, without limitation, Users) may seek to enforce or benefit from the Agreement. Both Parties acknowledge that the Operational Requirements are intended for the benefit of both Intelsat and all customers using Intelsat-Provided Facilities and that such intended beneficiaries may seek to protect their interests thereunder against Customer if Customer fails to comply.

16.5 Neither this Agreement nor any Service Order creates a partnership or agency relationship between the parties. Customer shall not hold itself out as entitled to bind Intelsat in any way.

16.6 Any time period in any Service Order will be calculated in Greenwich Mean Time unless stated otherwise therein. Time shall be of the essence under this Agreement and any Service Order.

16.7 Each Party agrees to provide any information reasonably required to perform this Agreement and any Service Order.

16.8 This Agreement and any Service Order constitute the entire agreement of the Parties and supersede any prior oral or written agreement, understanding, correspondence, representation or proposal relating to their subject matter.

16.9 This Agreement and any Service Order may be executed in counterparts, each of which will be deemed an original. All such counterparts together will constitute one and the same instrument.



Intelsat Transponder Service Order No. 27764

	Intelsat Information:	Customer Information:
Name:	Intelsat Global Sales & Marketing Ltd.	Television and Radio Broadcasting Network of Armenia CJSC (TRBNA)
Place/Type of Organization:	England & Wales	Armenia
Address:	Building 5, Chiswick Park 566 Chiswick High Road	95 Hovsepyan Str
City/Country:	London W4 5YF, United Kingdom	Yerevan 0047, Republic of Armenia
Attention:	Ms. Lindsey Edmonds	Mr. Samuel Kocharyan
Telephone:	+44 20 3036 6700	+37 49 399 9116
Facsimile:	+44 20 3036 6710	+37 410 653 552
E-mail:	intelsatcontacts@supersat.intelsat.com	s@tcrarua@trna.am

1. By signing and returning this Service Order No. 27764 ("Service Order") to Intelsat, Television and Radio Broadcasting Network of Armenia CJSC (TRBNA) ("Customer") is making an offer to purchase the service described in this Service Order ("Service") from Intelsat Global Sales & Marketing Ltd. ("Intelsat"). When executed by Intelsat, this Service Order shall become binding.
2. Provision of the Service is subject to Intelsat receiving from Customer any Deposit/Collateral specified below in a form acceptable to Intelsat at least 15 calendar days prior to the Service Start Date.
3. This Service Order and the Service are subject to the terms and conditions of the Master Service Agreement ("MSA") referenced below which is incorporated herein by reference. In the event of a conflict between this Service Order and the MSA, this Service Order shall control.

Type of Service Order	New
Master Service Agreement	Agreement Type: Master Service Agreement No. 27765, dated <u>09.06.2015</u>
Deposit/Collateral	Account No: 129815 US \$17,400.00
Billing Method	Monthly in Advance
Special Terms & Conditions of Service	<ol style="list-style-type: none"> 1. The Parties recognize and acknowledge that the End of Life date (EOL) for the commercial service of IS-904 at 60° East (the "Satellite") is anticipated to be during the fourth Quarter of 2016. Intelsat currently plans to continue service on a follow-on satellite (currently planned to be the IS-33e satellite) to be located at the same orbital position, and will provide reasonable prior notice to the Customer of the planned replacement date. Intelsat will coordinate the transition with Customer in advance of the planned transition date to the follow-on satellite, including advising the Customer on the transmission parameters. Customer is also required to provide Intelsat with an updated transmission plan within a reasonable timeframe ahead of the planned replacement date. Provided Intelsat successfully implements this replacement, the Service shall continue on the follow-on satellite, and any reference to the "Service" in this agreement, shall be understood to refer to the service provided on the follow-on satellite. Intelsat will provide customer with an updated Appendix B for the follow-on satellite upon its entry into commercial service. 2. In the event the follow-on satellite is not successfully launched and put in service, Intelsat shall make reasonable efforts to accommodate the Service on alternative available capacity on the Intelsat fleet. Intelsat and Customer shall work together in good faith to identify alternative available capacity and to continue the Service accordingly. In the event the Satellite is not replaced and suitable alternative capacity cannot be found, this Service Order may be terminated at the time the Service becomes unavailable without further liability by giving the Customer reasonable notice under the circumstances. Customer acknowledges that any and all costs associated with the transition of the Service from IS-904 to the follow-on satellite will be its sole responsibility. 3. Customer agrees that Intelsat shall provide bandwidth on the follow-on satellite that will guarantee equivalent throughput as per prevailing transmission plan on IS-904. The MRC shall remain unchanged for the service until the Service End Dates set forth herein. 4. Service ID: 519120 will be provided free of charge during the period indicated below for testing. Customer shall not be entitled to Outage Credits and the Confirmed Failure and Termination rights set forth in the Service Order and in the MSA won't apply since this Service is provided free of charge during this time. 5. The availability standard for the IS-904 Satellite as of May 1, 2015 is 99.9% for its current operating life. This availability represents historical performance of the operating transponders on the Satellite and band and shall not be construed as a representation or guarantee by Intelsat. It is the percentage of transponder hours that the transponders were operating at or above performance specification levels including spacecraft attitude. These

availability numbers are computed in accordance with various international standards and references can be provided to Customer upon request. Customer's sole remedy for any Service unavailability shall be Outage Credits as per the terms and conditions of this Service Order and the MSA.

Service ID: 519120

Service Type	Transponder Service
Orbital Location/ Satellite	60.00°E / IS-904
Bandwidth (MHz) (subject to availability at time of order execution)	Please see Bandwidth and Payment Schedule below
Up/Downlink Beam	S1 / S1
Initial Transponder Allocation	67 KH / 67 KV
Preemptibility	Non-Preemptible 01-Jun-2015
Service Start Date (SSD)	(Billing will commence on the SSD whether the Service commences or not unless any delay is caused solely and directly by Intelsat.)
Service End Date (SED)	One day before the Service Start Date of Customer's Service on IS-33e, set forth below
Service Fee (Monthly Recurring Charge)	Please see Bandwidth and Payment Schedule below

Bandwidth and Payment Schedule

Bandwidth	Dates	Service Fee
13.4MHz (equivalent to 19 Mbps, 3/4FEC, 8PSK)	From 01-Jun-2015 to 31-Aug-2015	Test - See Special Terms & Conditions of Service above
13.4MHz (equivalent to 19 Mbps, 3/4FEC, 8PSK)	From 01-Sep-2015 to 30-Nov-2015	US \$5,800.00 per month
13.4MHz (equivalent to 19 Mbps, 3/4FEC, 8PSK)	From 01-Dec-2015 to 29-Feb-2016	US \$11,600.00 per month
13.4MHz (equivalent to 19 Mbps, 3/4FEC, 8PSK)	From 01-Mar-2016 to One day before the Service Start Date of Customer's Service on IS-33e, set forth below	US \$17,400.00 per month

Service ID: 519278

Service Type	Transponder Service
Orbital Location/ Satellite	60.00°E / IS-33e
Bandwidth (MHz) (subject to availability at time of order execution)	Please see Bandwidth and Payment Schedule below
Up/Downlink Beam	U34KV / U34KH
Preemptibility	Non-Preemptible Service will commence when Intelsat confirms to Customer that IS-33e has been successfully launched and collocated and is available for the provision of Customer's Service as set forth herein. See Section 1 above.
Service Start Date (SSD)	(Billing will commence on the SSD whether the Service commences or not unless any delay is caused solely and directly by Intelsat.)
Service End Date (SED)	31-May-2020
Service Fee (Monthly Recurring Charge)	Please see Bandwidth and Payment Schedule below

Bandwidth and Payment Schedule

Bandwidth	Dates	Service Fee
8.7MHz (equivalent to 19 Mbps, 9/10FEC, 8PSK)	IS-33e Service Start Date set forth above to 31-May-2020	US \$17,400.00 per month

- Customer and Intelsat agree that only the English language version of this Service Order is valid and binding. In the event of a conflict between the English version and any translation of this Service Order, the English version shall control.
- The following Appendices that are attached hereto, all of which are incorporated herein by reference, shall collectively comprise this Transponder Service Order:

Appendix A:	Additional Terms and Conditions for Transponder Services (attached)
Appendix B-1:	Technical Appendix - IS-904 (attached)
Appendix B-2:	Technical Appendix - IS-33e Preliminary (attached)
Appendix C:	Operational Requirements for Intelsat Satellites Please see applicable IESS service module at https://my.intelsat.com
Appendix D:	Intelsat Response to TRBNA-NPASP-15/1 - Technical Compliance

- Each of the parties has duly executed and delivered this Service Order as of the latest date set forth below (the "Execution Date"):

Intelsat Global Sales & Marketing Ltd

Television and Radio Broadcasting Network of Armenia (JSC) (TRBNA)

By: *[Signature]*
Name: **Quoc NGUYEN**
Title: **Sales Director**

By: *[Signature]*
Name: **Gevorg Amalyan**
Title: **General director**
Date: **09.06.2015**



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**ADDITIONAL TERMS AND CONDITIONS
FOR TRANSPONDER SERVICES**

1. THE SERVICE

Transponder Service is the supply of satellite capacity managed by Customer. Any renewal or extension of the Service will be the subject of a separate agreement.

1.1 Non-Preemptible Service: A Service that cannot be interrupted, suspended, or terminated to restore other Services.

1.2 Preemptible Service: A Service that may be interrupted, suspended, or terminated at any time. Customer must vacate the capacity immediately upon notification by Intelsat.

2. PREEMPTION

2.1 Notification of Preemption: Customer will specify in writing, prior to the Service Start Date, a telephone number at which English-speaking personnel may be reached by Intelsat on a 24 x 7 basis.

2.2 Failure to Vacate: If Customer continues to use a Service after its Service End Date, Intelsat may terminate the Service or continue to provide it on a fully-preemptible basis for a price determined by Intelsat until terminated upon notice to Customer. Customer's payment of this fee does not authorize Customer to continue to use the Service.

3. SERVICE RESTORATION

3.1 Service Restoration: In the event any Service hereunder fails, Intelsat may restore the Service on the Satellite or another Intelsat satellite with substantially similar coverage and performance. Such capacity will then become the Service. If Intelsat does not restore a failed Service hereunder, this Service Order will terminate without further liability as of the time of failure.

3.2 Service Distribution and/or Wholesale Customer Agreement Customers: Annex F is deleted in its entirety and replaced with the following: In cases of satellite failure or malfunction, Intelsat will use reasonable efforts to restore affected Services in accordance with the relevant Service Order/Contract.

4. SERVICE INTERRUPTION CREDITS/OUTAGE CREDITS AND CONFIRMED FAILURE

4.1 A "Service Interruption" or "Confirmed Outage" occurs when Service materially fails to comply with the performance parameters in the relevant Technical Appendix, and such noncompliance is confirmed by Intelsat. A Confirmed Outage will be deemed to commence when Customer notifies Intelsat, and to end when Intelsat notifies Customer or Customer has actual knowledge that Service has been restored. Any period during which Customer uses the applicable Service will not count towards the duration of the Service Interruption or Confirmed Outage.

4.2 "Interruption Credit" or "Outage Credit" is a credit against future charges for the Service. Credits will be given for Service Interruptions or Confirmed Outages of one (1) hour or more, and will be calculated as a proportion of the monthly service charge, based on the number of hours in the month of the Service Interruption or Confirmed Outage occurred.

4.3 Confirmed Failure: If the Service fails to meet the performance specifications of the Technical Appendix for: (a) a cumulative period of 10 hours during any consecutive 30-day period, or (b) any period of time following a catastrophic event under circumstances that make it clearly ascertainable that a failure described in clause (a) will occur, the Service shall, subject to Intelsat's confirmation, have suffered a "Confirmed Failure." All determinations as to Confirmed Failures should be made on an individual transponder segment by transponder segment basis. In

the event of a Confirmed Failure, Intelsat may, subject to availability, employ certain redundant equipment units on the Satellite or provide Service to Customer using another transponder which provides substantially similar coverage and performance. If a Confirmed Failure occurs and Intelsat does not restore the Service within (a) 15 days if such Confirmed Failure is not due to a Force Majeure Event; or (b) 90 days if such Confirmed Failure is due to a Force Majeure Event; or (c) any shorter period if Intelsat determines that restoration within the time frame permitted in (a) or (b) is not reasonably achievable, either Party may terminate the affected portion of the Service upon notice to the other.

5. MISCELLANEOUS

5.1 Billing Policy: Intelsat will commence billing on the Service Start Date, whether services commence or not, unless the delay is solely and directly caused by Intelsat. Intelsat may apply the Deposit/Collateral paid hereunder to cover any outstanding payments due by Customer to Intelsat under this Service Order or any other Service Order subject to the terms and conditions of the MSA set forth above. Intelsat shall return any remaining Deposit/Collateral to Customer when all Services under the MSA end and all liabilities are settled.

5.2 Alternate Service: During the term of this Service Order, Intelsat may replace the Satellite with another satellite that provides substantially similar coverage and performance. Intelsat may provide such capacity to Customer, using all reasonable efforts to minimize any disruption of operations while the Service is being transferred, and this Service Order will continue for the remainder of its term. Otherwise, the affected portion of the Service shall automatically terminate on the date that the Satellite is taken out of commercial operation at its orbital location.

5.3 Transmission Plan: Transmission plans must be submitted to Intelsat for approval at least 10 business days before the Service Start Date. Customer will be permitted, subject to Intelsat's approval, to modify the transmission plan from time to time. Intelsat reserves the right to charge Customer a reasonable fee for transmission plan modifications. All proposed modifications must be submitted at least 10 business days prior to their intended activation. Intelsat's approval of the transmission plan is not authorization for Customer to access the Intelsat space segment; a separate message from Intelsat will provide information to Customer for coordinating the activation of carriers. This Service Order is entered into with the understanding that this Service will not create harmful technical interference to other services. Should such interference occur, Customer assumes all liability. In addition, Intelsat reserves the right to ensure that no technical impairments are caused to other services, including, if necessary, terminating the Service.

5.4 Earth Station Approval: All Customer earth stations must be registered with Intelsat prior to the service start date. All antennas must be authorized in the host country by all relevant regulatory and licensing authorities. Registration is available via <https://my.intelsat.com>.

APPENDIX B-1

TECHNICAL APPENDIX

Satellite Information	
Satellite:	IS-904
Orbital Location:	60° East Longitude
Uplink Beam/Band:	S1 / Ku-Band
Downlink Beam/Band:	S1 / Ku-Band
Nominal Transponder Bandwidth:	36.0 MHz
Customer Transponder Capacity Allocation:	13.4 MHz

1.0 INTRODUCTION

This Technical Appendix contains the Performance Specifications for the Ku-Band transponders assigned to the Intelsat IS-904 steerable S1 Uplink beam - Steerable S1 Downlink beam. As described further herein the specifications are applicable to a fractional transponder allocation on a 36 MHz transponder and associated spares as noted, if available.

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

2.1 Communication Antenna Pointing. The Satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP, G/T and SFD described in Section 3.1 are maintained.

3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

3.1 EIRP, G/T and SFD within Beam Coverage Area. Figure B-1 provides EIRP contours for the Satellite Downlink Beam, while Figure B-2 provides G/T contours for the Satellite Uplink Beam. These contours permit the user to estimate EIRP and G/T for any location within the Beam Coverage Areas. Minimum beam reference EIRP for the Transponder is 47.0 dBW ±1.0 dB, minimum beam reference G/T for the transponder is 0.0 dB/K ±1.5 dB. The SFD (at beam reference contour) ranges from -87 dBW/m² to -69 dBW/m² ±1.0 dB.

Note: Beam Reference Contour values are based on the representative beam patterns attached. The contours are provided for estimation purposes only. It is recommended that a 1 dB margin be included when utilizing the contours.

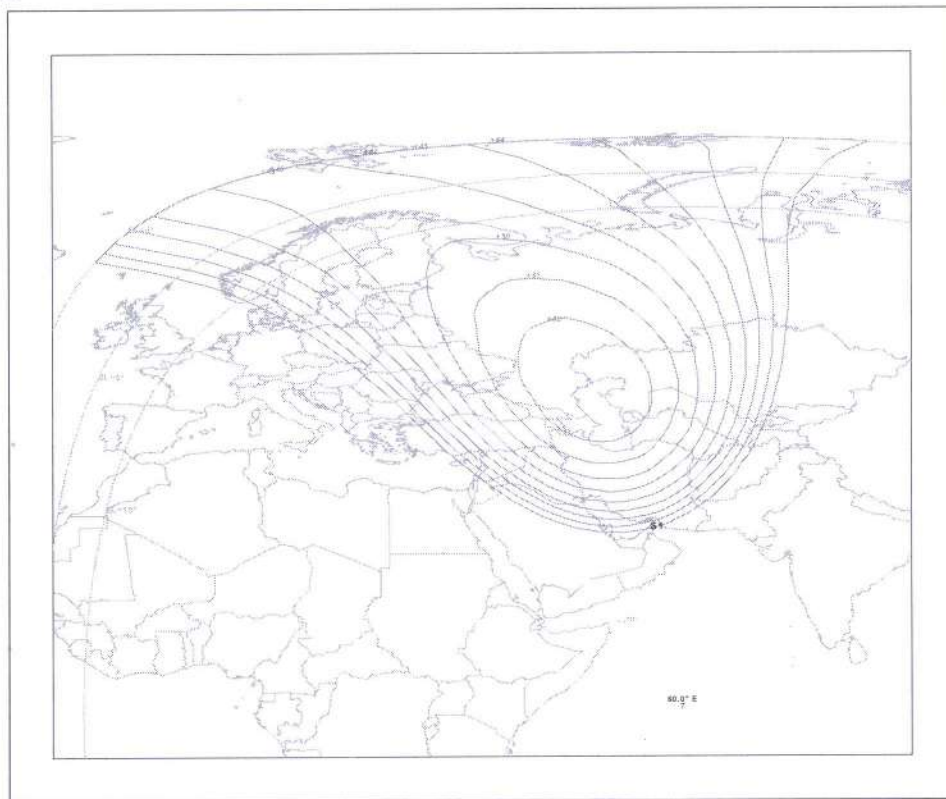
3.1.1 Input Attenuators. Each amplifier has a commandable input attenuator that is set to saturate the amplifier when the uplink flux density is in the range of -87 dBW/m^2 to -69 dBW/m^2 . The step increment is 2 dB.

3.1.2 Saturation. For the purposes of this Specification, saturation is defined as the point on the single carrier power-out versus power-in transfer curve corresponding to the operating point that provides the specified EIRP output power and simultaneously meets the required linearity.

3.1.3 SFD Gain Stability. The SFD shall not vary by more than $\pm 1 \text{ dB}$ over any 24 hour period and $\pm 2 \text{ dB}$ over the life of the Satellite for the specified coverage area.

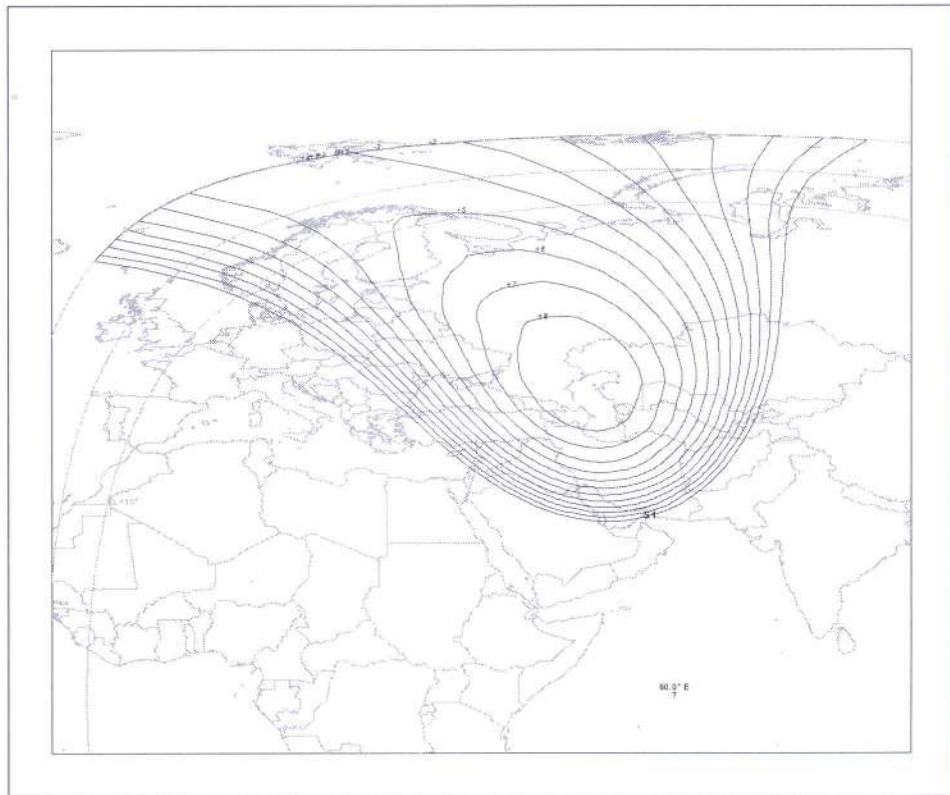
- a) Including the gain variations of the transponder.
- b) Excluding the use of ground commandable gain.
- c) Excluding effects of spacecraft attitude errors.
- d) Including antenna thermal distortion.

Figure B-1. IS-904 Ku-Band S1 Downlink Beam (Beam Pointing: -1.5°E ; 7.38°N)



(EIRP Contours: 53.0, 52.0, 51.0, 50.0, 49.0, 48.0, 47.0, 46.0, 45.0 dBW)

Figure B-2. IS-904 Ku-Band S1 Uplink Beam (Beam Pointing: -1.5°E; 7.38°N)



(G/T Contours: +9.0, 8.0, 7.0, 6.0, 5.0, 4.0, 3.0, 2.0, 1.0, 0.0, -1.0, -2.0 dB/K)

3.1.4 Fractional Transponder Allocation Specifications. The values provided in Sections 3.1 are based on the occupancy of the transponder by a single carrier. The bandwidth and power specifications for a fractional transponder segment are contained in Table 1. While subject to final approval by Intelsat and based on specific transponder configuration, dual-carrier operation (2 carriers), or multi-carrier operation (3 or more carriers) must be conducted with a composite output and input backoff meeting the following specifications:

<u>Mode</u>	<u>Output</u>	<u>Input</u> (see Note below)
Multi Carrier:	5.0 dB/composite	7.0 dB/composite

Note: For shared transponder use or operation of carrier modulation other than QPSK, additional power constraints may be imposed in order to reduce the generation of intermodulation and other spurious signals.

**Table 1. Fractional Transponder Allocation Specifications
Intelsat 904 Ku-Band S1 Downlink Beam (Ku-Band S1 Uplink Beam)**

Transponder Bandwidth:	36.0 MHz
Allocated Bandwidth:	13.4 MHz
Transponder Composite Output Backoff:	5.0 dB
Additional Output Backoff:	4.3 dB (based on leased BW)
Total Output Backoff:	9.3 dB ^[1, 2]
Beam Reference Contour EIRP	47.0 dBW
Maximum Available EIRP (Beam Reference Contour)	37.7 dBW

Prior to carrier activation, Customer must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

Notes:

1. Specified full transponder EIRP values in Section 3.1 must be adjusted by the value shown.
2. Output backoff is the controlling value. Input backoff must be adjusted to meet output backoff requirements.
3. Prior to carrier activation, additional transponder parameters for designated space segment (i.e., frequencies, SFD) will be provided.

3.1.5 EIRP Change Due to Redundant Power Amplifier. When any transponder is switched from its primary HPA to an adjacent HPA, the transponder output power shall not decrease by more than 0.5 dB relative to the EIRP using the primary power amplifier.

3.1.6 Gain Change Due to First Redundant Receiver. When the first receiver is substituted for a redundant receiver, the gain of the affected transponders shall not decrease by more than 0.5 dB.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The Total Co-Channel Interference ratio due to interference from co-frequency carriers on the satellite is expected to be a minimum of 30 dB* for most locations within the Beam Reference Contour.

* NOTES: - Assumes a separation between the spot beams of at least 6.2° (in spacecraft coordinates).

3.2.2 Nominal Channel Frequencies and Polarization. Each Transponder in the Beam Coverage Area shall use the Uplink and Downlink frequency range provided in Table 2 below. Moreover, the Beam Coverage Area shall be accessible by either linear vertical or horizontal polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the Transponder or to other Transponders or Satellites within the applicable Uplink and/or Downlink Beam Coverage Area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's Transponder Capacity during any such change.

3.2.3 Frequency Translation. The communication system translates Uplink transmissions by a net frequency subtraction identified in Table 2 below. The net translation error is not expected to exceed ± 22.5 kHz over the operating lifetime of the satellite, with variations over any 30 day period not to exceed ± 2.25 kHz.

Table 2. Frequency Range and Corresponding Translation Frequency

Uplink Band	Downlink Band	Translation Frequency
from 14.00 to 14.50 GHz	from 11.45 to 11.70 GHz	2800 MHz

End of Appendix B-1

APPENDIX B-2

TECHNICAL APPENDIX

The satellite parameters indicated in this Technical Appendix are preliminary in nature and based on values specified in the satellite design. Accordingly, the Technical Appendix may be updated following completion of satellite in orbit testing, upon completion of which Intelsat will provide Customer with an updated Technical Appendix to the extent necessary.

1.0 INTRODUCTION

This Technical Appendix contains the performance specifications for the C-Band bandwidth assigned to the Intelsat IS-33e uplink and downlink beams described in Table B1. As described further herein, the specifications are applicable to fractional bandwidth allocation within the nominal bandwidths of 72, 184, 261 and 369 MHz.

Table B1. Satellite and Beam Information

Uplink Beam	Downlink Beam	Customer Capacity Allocation (MHz)	Uplink Polarization	Downlink Polarization
U34KV	U34KH	8.7	V	H

2.0 SATELLITE PERFORMANCE CHARACTERISTICS

Orbital Tolerances:	Longitude Tolerance:	± 0.05 degrees
	Inclination Tolerance:	± 0.05 degrees

2.1 Communication Antenna Pointing. The satellite will maintain the orientation of its communications antenna relative to the earth such that the EIRP and G/T described in Section 3.1 are maintained.

3.0 COMMUNICATION SYSTEM PERFORMANCE CHARACTERISTICS

3.1 EIRP and G/T within Beam Coverage Area. Figures B-1 and B-2 provide coverage areas for the satellite uplink and downlink beams. The minimum EIRP and G/T over the coverage area are provided in Table B2.

Figure B-1: IS-33e Ku-Band Uplink Beam Coverage Area for User Beams

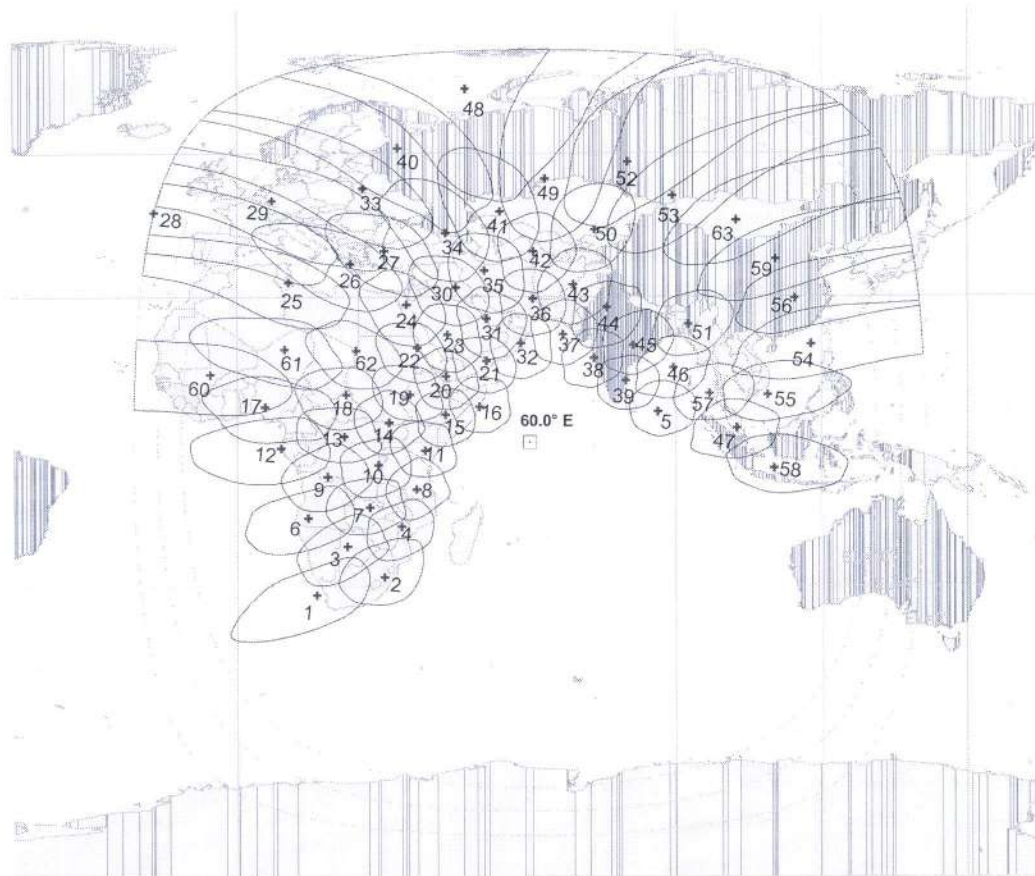


Figure B-2: IS-33e Ku-Band Downlink Beam Coverage Area for User Beams



3.1.1 Multi-carrier Operation. The values provided in Section 3.1 are based on a single carrier operation at transponder saturation. The bandwidth and power specifications for a fractional bandwidth segment are contained in Table B3. While subject to final approval by Intelsat and based on specific configuration, multi-carrier operation (3 or more carriers) must be conducted with a composite output backoff of at least 4 dB.

Table B3. Fractional Bandwidth Allocation Specifications

Uplink Beam	Downlink Beam	Downlink EIRP Density at Saturation	Customer Bandwidth Allocation (MHz)	Composite Output backoff (dB)	Fractional Bandwidth (dB)	Total Output backoff (dB)	Maximum Available EIRP ¹ (dBW)
U34KV	U34KH	47.4 dBW / 100 MHz	8.7	-4	-26.6	-30.6	16.8

Notes:

1. The EIRP is specified over the coverage area for the user and gateway.
2. Specified saturation EIRP values in Section 3.1 must be adjusted by the value shown.
3. Output backoff is the controlling value. Input backoff must be adjusted to meet output backoff requirements.
4. Prior to carrier activation, additional parameters for designated space segment (i.e., frequencies, SFD) will be provided.

Prior to carrier activation, Customers must provide Intelsat with a transmission plan detailing the proposed carrier frequency, modulation and coding type, as well as required yearly service availability level, along with other pertinent technical information, for approval by Intelsat. The approval will consist of the specific carrier operational parameters. Intelsat reserves the right to adjust the composite input backoff to achieve the specified output backoff.

3.2 SATELLITE COMMUNICATION SYSTEM EXPECTED PERFORMANCE

3.2.1 Co-Channel Interference. The total co-channel interference ratio due to interference from co-frequency carriers on the satellite is expected to be on average better than 20 dB for most locations within the beam reference contour.

3.2.2 Nominal Channel Frequencies and Polarization. Each nominal bandwidth allocation in the beam coverage area shall use the uplink and downlink frequency range provided in Table B4. Moreover, the beam coverage area shall be accessible by either linear horizontal or vertical polarization. Intelsat reserves the right to assign and/or reassign Customer's space segment allocation within the nominal bandwidth segments or to other nominal bandwidth segments or satellites within the applicable uplink and/or downlink beam coverage area. Except in emergency circumstances, Intelsat shall notify Customer of any changes to its initial allocation as soon as reasonably practicable prior to such change and shall use reasonable efforts to minimize disruption to Customer's capacity during any such change.

3.2.3 Frequency Range. The uplink and downlink frequencies ranges used for these beams are provided in Table B4 below.

Table B4. Frequency Range

Uplink Beam	Downlink Beam	Uplink Frequency Band (GHz)	Downlink Frequency Band (GHz)
U34KV	U34KH	14.282-14.382	11.482-11.582

End of Appendix B-2