

IRIDIUM COMMUNICATIONS INC.

FORM 10-Q/A (Amended Quarterly Report)

Filed 03/29/11 for the Period Ending 09/30/10

Address	1750 TYSONS BOULEVARD SUITE 1400 MCLEAN, VA 22102
Telephone	301-571-6200
CIK	0001418819
Symbol	IRDM
SIC Code	3669 - Communications Equipment, Not Elsewhere Classified
Industry	Communications Services
Sector	Services
Fiscal Year	12/31

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q/A

(Amendment No. 2)

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended September 30, 2010

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 001-33963

Iridium Communications Inc.

(Exact name of registrant as specified in its charter)

DELAWARE
(State of incorporation)

26-1344998
(I.R.S. Employer
Identification No.)

1750 Tysons Boulevard, Suite 1400, McLean, Virginia
(Address of principal executive offices)

22102
(Zip code)

703-287-7400
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months, and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐

Accelerated filer ☒

Non-accelerated filer ☐ (Do not check if a smaller reporting company)

Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of the registrant's common stock, par value \$0.001 per share, outstanding as of November 5, 2010 was 70,251,001.

EXPLANATORY NOTE

This Amendment No. 2 (“Amendment No. 2”) amends the Quarterly Report on Form 10-Q of Iridium Communications Inc. (the “Company”) for the quarter ended September 30, 2010, originally filed with the Securities and Exchange Commission (the “SEC”) on November 9, 2010, as amended on January 14, 2011 (the “Quarterly Report”). The Company is filing this Amendment No. 2 solely to update Exhibits 10.5, 10.8 and 10.9 to the Quarterly Report (the “Exhibits”). The Company sought confidential treatment for portions of the Exhibits and, following correspondence with the SEC, has restored certain portions of the Exhibits that were previously redacted.

Except for the foregoing, this Amendment No. 2 does not amend the Quarterly Report in any way and does not modify or update any disclosures contained in the Quarterly Report, which continues to speak as of the original date of the Quarterly Report. Accordingly, this Amendment No. 2 should be read in conjunction with the Quarterly Report and the Company’s other filings made with the SEC subsequent to the Quarterly Report.

In accordance with Rule 12b-15 under the Securities Exchange Act of 1934, as amended, this Amendment No. 2 includes updated certifications from the Registrant’s Chief Executive Officer and Chief Financial Officer.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Amendment No. 2 to Quarterly Report on Form 10-Q to be signed on its behalf by the undersigned thereunto duly authorized.

IRIDIUM COMMUNICATIONS INC.

By: / s / T H O M A S J. F I T Z P A T R I C K
 Thomas J. Fitzpatrick
 Chief Financial Officer

Date: March 29, 2011

EXHIBIT INDEX

<u>Exhibit</u>	<u>Description</u>
2.1	Transaction Agreement dated September 22, 2008, incorporated herein by reference to Exhibit 1.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on September 25, 2008.
2.2	Amendment to Transaction Agreement dated April 28, 2009, incorporated herein by reference to Exhibit 1.1 of the Registrant's Current Report on Form 8-K, filed with the SEC on April 28, 2009.
3.1	Amended and Restated Certificate of Incorporation dated September 29, 2009, incorporated herein by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed with the SEC September 29, 2009.
3.2	Amended and Restated Bylaws, incorporated herein by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K, filed with the SEC on September 29, 2009.
4.1	Specimen Common Stock Certificate, incorporated herein by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-1 (Registration No. 333-147722), filed with the SEC on February 4, 2008.
4.2	Amended and Restated Warrant Agreement between the Registrant and American Stock Transfer & Trust Company, incorporated herein by reference to Exhibit 4.3 to the Registrant's Current Report on Form 8-K, filed with the SEC on February 26, 2008.
4.3	Specimen Warrant Certificate for \$7.00 Warrants, incorporated herein by reference to Exhibit 4.4 to the Registrant's Registration Statement on Form S-1 (Registration No. 333-147722), filed with the SEC on February 4, 2008.
4.4	Warrant Agreement for \$11.50 Warrants between the Registrant and American Stock Transfer & Trust Company, incorporated herein by reference to Exhibit 4.4 to the Registrant's Current Report on Form 8-K, filed with the SEC on September 29, 2009.
4.5	Specimen Warrant Certificate for \$11.50 Warrants, incorporated herein by reference to Exhibit 4.5 to the Registrant's Current Report on Form 8-K, filed with the SEC on September 29, 2009.
10.1*	Amendment No. 1 to the Authorization to Proceed between Iridium Satellite LLC and Thales Alenia Space France for the Iridium NEXT System, dated August 6, 2010.
10.2*	Full Scale System Development Contract No. IS-10-021 between Iridium Satellite LLC and Thales Alenia Space France for the Iridium NEXT System, dated June 1, 2010, incorporated by reference to Annex 1 to Exhibit 10.1 to the Registrant's Form 10-Q/A filed with the SEC on October 29, 2010.
10.3*	Amendment No. 1 to the Full Scale System Development Contract No. IS-10-021 between Iridium Satellite LLC and Thales Alenia Space France for the Iridium NEXT System, dated August 6, 2010.
10.4*	Amendment No. 2 to the Full Scale System Development Contract No. IS-10-021 between Iridium Satellite LLC and Thales Alenia Space France for the Iridium NEXT System, dated September 30, 2010, incorporated by reference to Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on November 9, 2010.
10.5*	Contract for Launch Services No. IS-10-008 between Iridium Satellite LLC and Space Exploration Technologies Corp, dated March 19, 2010.
10.6*	Amendment No. 1 to the Contract for Launch Services No. IS-10-008 between Iridium Satellite LLC and Space Exploration Technologies Corp, dated September 17, 2010, incorporated by reference to Exhibit 10.6 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on November 9, 2010.
10.7*	Terms and Conditions for De-Orbit Postponement Modification for Contract DCA100-01-C-3001, by and between Iridium Satellite LLC, The Boeing Company and the United States Government, dated September 7, 2010, incorporated by reference to Exhibit 10.7 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on November 9, 2010.
10.8*	Amended and Restated Contract, Boeing No. BSC-2000-001, between Iridium Constellation LLC and The Boeing Company, for Transition, Operations and Maintenance, Engineering Services, and Re-Orbit of the Iridium Communications System, dated as of May 28, 2010.
10.9*	Iridium NEXT Support Services Agreement No. IS-10-019, by and between Iridium Satellite LLC and The Boeing Company for Support Services for Iridium NEXT, dated as of May 28, 2010.
10.10	Employment Agreement, dated as of September 18, 2010, by and between the Registrant and Matthew J. Desch, incorporated herein by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, filed with the SEC on September 22, 2010.
31.1	Certification of Chief Executive Officer pursuant to section 302 of The Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to section 302 of The Sarbanes-Oxley Act of 2002.
32.1**	Certification of Chief Executive Officer and Chief Financial Officer pursuant to section 906 of The Sarbanes-Oxley Act of 2002.

* Confidential treatment has been requested with respect to certain portions of this exhibit. A complete copy of the agreement, including the redacted portions, has been filed separately with the SEC.

** Previously filed on November 9, 2010 as an exhibit to the Registrant's Quarterly Report on Form 10-Q and incorporated by reference herein.

CONTRACT FOR LAUNCH SERVICES

No. IS-10-008

Between

Iridium Satellite LLC

and

Space Exploration Technologies Corp.

The attached Contract and information contained therein is confidential and proprietary to Iridium Satellite LLC , its Affiliates and Space Exploration Technologies Corp. and shall not be published or disclosed to any third party except as permitted by the terms and conditions of this Contract.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

TABLE OF CONTENTS

	<u>Page</u>
Article 1 DEFINITIONS	1
Article 2 SERVICES TO BE PROVIDED	8
Article 3 CONTRACT PRICE	11
Article 4 PAYMENT	11
Article 5 LAUNCH SCHEDULE	13
Article 6 LAUNCH SCHEDULE ADJUSTMENTS	15
Article 7 REPRESENTATIONS AND WARRANTIES	20
Article 8 COORDINATION AND COMMUNICATION BETWEEN CUSTOMER AND CONTRACTOR	20
Article 9 ADDITIONAL CONTRACTOR AND CUSTOMER OBLIGATIONS PRIOR TO LAUNCH	22
Article 10 CUSTOMER ACCESS	22
Article 11 LAUNCH VEHICLE QUALIFICATION	23
Article 12 PERMITS AND APPROVALS AND COMPLIANCE WITH UNITED STATES GOVERNMENT REQUIREMENTS	25
Article 13 CHANGES	26
Article 14 INDEMNITY, EXCLUSION OF WARRANTY, WAIVER OF LIABILITY AND ALLOCATION OF CERTAIN RISKS	27
Article 15 INSURANCE	32
Article 16 REFLIGHT	34
Article 17 TERMINATION	35
Article 18 DISPUTE RESOLUTION	37
Article 19 CONFIDENTIALITY	39
Article 20 INTELLECTUAL PROPERTY	41
Article 21 RIGHT OF OWNERSHIP AND CUSTODY	42
Article 22 FORCE MAJEURE	42
Article 23 EFFECTIVE DATE OF CONTRACT	43
Article 24 MISCELLANEOUS	44

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

CONTRACT FOR LAUNCH SERVICES

This CONTRACT FOR LAUNCH SERVICES (hereinafter “this Contract”) is made and entered into as of the 19th Day of March, 2010, by and between **Iridium Satellite LLC**, a limited liability company organized and existing under the laws of Delaware, having its office at 6707 Democracy Boulevard, Suite 300, Bethesda, MA 20817 (“Customer”) and **Space Exploration Technologies Corp.**, a Delaware corporation, having its office at 1 Rocket Road, Hawthorne, CA 90250 (“Contractor”).

Article 1 DEFINITIONS

1.1 Capitalized terms used and not otherwise defined herein shall have the following meanings:

Additional Launch(es) shall have the meaning set forth in Section 2.1.

Adjustment Fee shall have the meaning set forth in Section 6.1.2.

Affiliate means, with respect to an entity, any other entity, directly or indirectly, Controlling or Controlled by or under common Control with such first entity.

Analogous Mission shall have the meaning set forth in Section 3.4.

AS-9100 means the American Society of Engineers’ aerospace (AS) 9100 quality management systems standards.

Associate Contractor(s) means the contractor(s) designated by Customer from time-to-time associated with the development, delivery, operation and maintenance of the Satellites.

Bank Holiday means any Day on which United States national banks located in Washington, D.C. are authorized to be closed.

Base Price means the price contracted for by a Third Party customer of Contractor for single standard launch service, excluding any customer-specific requirements or options.

Business Day means any Day other than Saturday, Sunday or a Bank Holiday.

Constructive Total Loss for purposes of Customer’s policy of Launch and In-Orbit Insurance only (and not for any other purpose hereunder), shall have the meaning assigned to such term in Customer’s policy of Launch and In-Orbit Insurance, if any, in place at the time of a Launch.

Contract Price shall have the meaning set forth in Section 3.2.

Contractor IP means Intellectual Property, and all Intellectual Property Rights therein, owned or Controlled by Contractor or developed by Contractor inside or outside the scope of this Contract, together with any derivatives, improvements or modifications made by Contractor, Customer or any Related Third Parties to the foregoing.

Customer IP means Intellectual Property, and all Intellectual Property Rights therein, owned or Controlled by Customer or developed by Customer inside or outside the scope of this Contract and provided to Contractor pursuant to this Contract (before or after EDC), and any derivatives, improvements or modifications made by Customer, Contractor or any other Related Third Parties to the foregoing.

CSLA shall have the meaning set forth in Section 14.4.

Contractor Interest Rate means LIBOR plus [***...***] percent ([***...***]%).

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Control and its derivatives mean, with respect to an entity: (i) the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest if not a corporation) of such entity ordinarily having voting rights; or (ii) the power to direct, directly or indirectly, the management policies of such entity, whether through the ownership of voting stock, by contract, or otherwise.

Day means a calendar day unless otherwise indicated.

Disclosing Party shall have the meaning set forth in Section 19.2.

Dispenser(s) shall mean the hardware to be integrated with and forming part of the Launch Vehicle (including all embedded firmware and software and related Intellectual Property) to interface with, separate and deploy the Satellites into their designated orbit(s), as specified in the SOW.

Dispute shall have the meaning set forth in Article 18.

Documentation means any and all documentation to be supplied by Contractor to Customer pursuant to this Contract.

DO/DX Launch means a launch designated by the U.S. Government as a DO or DX rated order in accordance with the U.S. Department of Defense Priorities and Allocations System or pursuant to 15 C.F.R. Part 700, where such rating order is invoked in connection with an imperative national need under the CSLA.

EDC shall have the meaning set forth in Section 23.1.

Exploit means, with regard to a Party's use of Intellectual Property, to reproduce, prepare derivative works of, modify, distribute, perform publicly, display, make, have made, use, manufacture, import, offer to sell and sell products, materials and services that embody any Intellectual Property Rights in such Intellectual Property and otherwise fully use, practice and exploit such Intellectual Property, and Intellectual Property Rights therein, or to have any third party exploit such Intellectual Property, and Intellectual Property Rights therein, on such Party's behalf or for such Party's benefit.

Failure Review Board shall have the meaning set forth in Section 11.4.

Firm Launch(es) shall have the meaning set forth in Section 2.1.

Force Majeure means acts of God, acts of government (in its sovereign and not contractual capacity), acts or threat of terrorism, riot, revolution, hijacking, fire, strike (other than a strike involving the employees of Contractor, Customer or their respective Related Third Parties), embargo, sabotage, or interruption of essential services or supplies.

Foreign Person shall be as defined in the U.S. International Traffic in Arms Regulations, 22 C.F.R. § 120.16.

FSD shall have the meaning set forth in Section 23.1(B).

Government Cross-Waiver has the meaning set forth in Section 12.1.

Gross Negligence means (i) the failure to perform a duty in reckless disregard of the consequences thereof, including injury, death or property damage of others; or (ii) other actions (or failures to act) of an aggravated nature that closely approach intentional or willful wrongdoing.

Initial Loss Reflight Option shall have the meaning set forth in Section 16.1.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Insured Launch Activities means the activities carried out by either Party or the Related Third Parties of either Party in accordance with the terms of this Contract and, in the case of Launch Service(s) licensed under the CSLA, the launch license issued to Contractor by the Office of the Associate Administrator for Commercial Space Transportation (or any successor agency thereto) to conduct the Launch Service(s), at the Launch Site and the Satellite processing facility wherever located, including transportation of the Satellite from the Satellite processing facility to the Launch Site and, if required, transportation of the Satellite from the Launch Site to the Satellite processing facility, the use by Contractor of United States Government launch facilities at the Launch Site, activities carried out by the United States Government at the Launch Site relating to the conduct of Launch Service(s) and the Launch from the Launch Site.

Intellectual Property means all designs, works of authorship, techniques, analyses, methods, concepts, formulae, layouts, software (including Software), inventions (whether or not patented or patentable), discoveries, improvements, processes, ideas, technical data and documentation (including Documentation), technical information, engineering, manufacturing and other drawings, specifications, performances, semiconductor topographies, business names, goodwill, the style of presentation of goods and services and similar matter in which an Intellectual Property Right subsists, regardless of whether any of the foregoing has been reduced to writing or practice.

Intellectual Property Claim shall have the meaning set forth in Section 14.5.

Intellectual Property Right(s) means all common law and statutory proprietary rights with respect to Intellectual Property, including patents, patent applications, copyrights, industrial designs, trademarks and service marks (and all goodwill associated with the foregoing), database rights, design rights (whether registered or not), trade secrets, mask work rights, data rights, moral rights, and similar rights existing from time-to-time under the intellectual property laws of the United States, any state or foreign jurisdiction, or international treaty regime, regardless of whether such rights exist as of EDC or arise or are acquired at any time in the future.

Intentional Ignition means, with respect to a Launch Vehicle, the time during the launch countdown sequence when the engine ignition command signal is initiated causing ignition of the first stage engines of the Launch Vehicle.

Interest Rate shall mean the lesser of: (i) [***...***] percent ([***...***] %); (ii) [***...***] percent ([***...***] %); or (iii) the maximum interest rate permitted by applicable law, compounded annually.

KWJ means the SpaceX launch facility at Ronald Reagan Ballistic Missile Defense Test Site, United States Army Kwajalein Atoll (RTS-USAKA), including the associated installations, equipment and services used or provided by Contractor in connection with the Launch Services as provided for in the SOW.

Launch means Intentional Ignition of the Launch Vehicle followed by either: (i) Lift-Off; and/or (ii) total loss or destruction of the Launch Vehicle or any or all of the Satellites comprising a Satellite Batch. A Launch is deemed not to have occurred in the event of a Terminated Ignition. Notwithstanding anything to the contrary in this Contract, a Launch is deemed to have occurred even if there is a Launch Failure.

Launch Activities means the activities carried out by either Party or the Related Third Parties of either Party under this Contract, which include Launch Services, any Launch Vehicle-related and pre-Launch activities beginning with the arrival of a Satellite Batch at the Launch Site, integration activities, and ending with departure of all property and personnel of Customer and its Related Third Parties from the Launch Site and completion of any Post-Launch Services. Application of the Government Cross Waiver will cease no later than thirty (30) days after each Launch Service, irrespective of whether Customer property remains at the Launch Site.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Launch and In-Orbit Insurance means insurance procured by Customer covering the risks of Launch and/or the risks of in-orbit failures with respect to Partial Loss, Constructive Total Loss and Total Loss of a Satellite or Satellite Batch.

Launch Campaign Period shall have the meaning set forth in Section 5.1.

Launch Date means the Day within the Launch Slot established for a Launch Service pursuant to this Contract. If a Launch Date for a Launch Service has not yet been designated, the first Day of the applicable Launch Slot shall be applied as the Launch Date.

Launch Failure means a Total Launch Failure or a Partial Launch Failure.

Launch Manifest means the Contractor's listing of contracted and scheduled launch services for commercial, civil and military customers, as reported from time-to-time to Customer in accordance with Section 5.5.

Launch Opportunity means the availability of a time period in which a Launch can be performed, as applicable, in the Contractor manifest for the Launch(es) of the Satellite Batches, based upon these criteria: (i) adequate time period during which Contractor can make the necessary preparations for and perform a Launch; (ii) the requirements and interests of the Customer; (iii) Contractor's existing and prospective customer commitments in accordance with Section 5.5; and (iv) the manifest guidelines specified in Section 5.4.

Launch Program Manager shall have the meaning set forth in Section 8.2.

Launch Range means United States Government authorities, facilities and infrastructure with jurisdiction over the Launch Site and Launch Service.

Launch Service(s) means the services to be provided under Article 2.

Launch Service Price shall have the meaning set forth in Section 3.1.

Launch Site means either VAFB or KWAJ.

Launch Slot means a [***...***] Day period of time during which a Launch Service will occur.

Launch Slot Offer shall have the meaning set forth in Section 6.4.

Launch Success shall mean, with respect to each Launch Service:

(a) compliance with the specifications and requirements of the SOW for the following: (i) [***...***]; (ii) [***...***]; (iii) [***...***]; (iv) [***...***]; (v) [***...***]; (vi) [***...***]; and (vii) [***...***] determined based on flight telemetry data or other objective evidence; or

(b) no Satellite anomaly, failure, defect or non-conformance with such Satellite's performance specifications or operational characteristics resulting from Contractor's failure to meet any of the Launch Success criteria set forth in (a)(i) – (a)(vii) above.

Contractor's obligation with respect to [***...***]. Launch Success shall be determined in accordance with Section 2.2.

Launch Vehicle means the Falcon 9 [***...***] launch vehicle and the Dispenser, utilized by Contractor to perform the Launch of any Satellite Batch.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Launch Window means a time period determined in accordance with the SOW and approved by the Launch Range authority with jurisdiction over the Launch Site.

LIBOR means the 12-month London Interbank Offered Rate published in The Wall Street Journal, from time-to-time, as applied under this Contract.

Lift-Off means physical separation of the Launch Vehicle from the launch pad and ground support equipment and release of the Launch Vehicle hold-down restraints for the purpose of Launch.

Material Change shall have the meaning set forth in Section 11.3(A).

Milestone means the recurring and non-recurring completion events set forth under this Contract.

Milestone Payment shall have the meaning set forth in Section 4.1.

NEXT shall have the meaning set forth in Section 1.1 of the Statement of Work.

Non-Compliance shall have the meaning set forth in Section 11.3(B).

Non-Recurring Price shall mean the portion of the Contract Price identified as such in Exhibit C.

Non-Recurring Launch Service Milestone shall mean the Milestone Payments associated with any portion of the Non-Recurring Price for a Launch Service.

Optional Services shall mean the optional services listed in the Optional Services table in Exhibit D.

Partial Launch Failure means that the conditions for a Launch Success have not been met for one or more Satellites, but not for all Satellites launched by the same Launch Vehicle.

Partial Loss for purposes of Customer's policy of Launch and In-Orbit Insurance only (and not for any other purpose hereunder), shall have the meaning assigned to such term in Customer's policy of Launch and In-Orbit Insurance, if any, in place at the time of a Launch to be performed under this Contract.

Party or Parties means Contractor or Customer or both depending on the context.

Post-Launch Services means all services that are to be provided by Contractor to Customer after Launch pursuant to the SOW.

PPI Ratio means the amount derived by dividing the annual value of Producer Price Index, or PPI, 1423 (as reported in Table 6 of the Bureau of Labor Statistics PPI Detailed Report – "Producer price indexes and percent changes for commodity and service groupings and individual items, not seasonally adjusted") for the year prior to the applicable option exercise year by the annual PPI 1423 for year [***...***].

Proprietary Information shall have the meaning set forth in Section 19.2.

Receiving Party shall have the meaning set forth in Section 19.2.

Reflight Option shall mean the option exercisable pursuant to Section 16.2.

Reasonable Efforts means standards, practices, methods, and procedures consistent with applicable law and that degree of effort, skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from each Party under this Contract.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Related Third Party(ies) means any of the following parties, and except for any party with a financial interest in Customer, in each case only if such party is involved in Launch Activities:

- Employees, directors, officers or agents of Contractor and Customer, including their affiliates, parents or partner entities;
- Customers of Contractor (other than Customer) and the employees of those customers;
- Associate Contractors and subcontractors at any tier of Contractor or Customer and the employees of those Associate Contractors and subcontractors; and
- Any party with a financial interest in Contractor, Customer, the Launch Services, the Launch Vehicles, or the Satellites.

Satellite means any Satellite forming part of a Satellite Batch supplied by Customer for Launch by Contractor pursuant to this Contract.

Satellite Batch means each grouping of Satellites for a Launch Service, inclusive.

Separation System means the separation hardware mechanisms used to attach a Satellite to the Dispenser along with any deployment mechanisms used to separate, and/or control the separation of the Satellite from the Dispenser.

Software means computer software programs and software systems, whether in source code or object code form, (including firmware, files, databases, interfaces, documentation and other materials related thereto, and any third party Software sublicensed by Contractor hereunder), as such Software is revised, upgraded, updated, corrected, modified, and enhanced from time-to-time.

Statement of Work or SOW means Exhibit A and any other attached document or additional document which has been referenced or incorporated into the SOW (including by Contract amendment) by the Parties and which reflects the scope of work to be performed by Contractor under this Contract, and which specifies each Party's programmatic and technical performance requirements and obligations under this Contract.

Taxes shall have the meaning set forth in Section 3.3.

Termination Fee shall have the meaning set forth in Section 17.1.

Terminated Ignition means Intentional Ignition not followed by Launch. For purposes of Customer's policy of Launch and In-Orbit Insurance (and not for any other purpose hereunder) Terminated Ignition means the instant the Launch Range ground safety officer (or equivalent) officially declares the launch pad safe following shut down of the first stage engines of the Launch Vehicle for any reason before release of the hold down restraints.

Third Party means any individual or legal entity other than the Parties or Related Third Parties.

Total Launch Failure means that the conditions for a Launch Success are not met for any Satellites launched by the same Launch Vehicle.

Total Loss shall mean the loss, destruction or failure of a Satellite that is mated with the Launch Vehicle, provided, however, that for purposes of Customer's policy of Launch and In-Orbit Insurance only (and not for any other purpose hereunder), the meaning assigned to the term "Total Loss" in Customer's policy of Launch and In-Orbit Insurance, if any, in place at the time of a Launch, shall take precedence over this definition. Customer shall promptly provide a copy of such definition to Contractor after the issuance of such policy of Launch and In-Orbit Insurance, if any.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

VAFB means Vandenberg Air Force Base, California, including the associated installations, equipment and services used or provided by Contractor in connection with the Launch Services as provided for in the SOW.

1.2 Interpretation. In the Contract, unless the contrary intention appears:

- the singular includes the plural and vice versa and words importing a gender include other genders;
- other grammatical forms of defined words or expressions have corresponding meanings;
- a reference to Article means an article of this Contract;
- a reference to a Section means a section of an Article of this Contract;
- a reference to Exhibit means the exhibit(s) identified in Section 1.3 and attached hereto and incorporated herein, as may be amended from time-to-time in accordance with the terms hereof;
- any terms capitalized but not defined herein shall have the definition ascribed thereto in the SOW;
- each Party shall perform its obligations under the Contract at all times in good faith and consistent with the implied covenant of good faith and fair dealing as interpreted by laws of the State of New York;
- each Party shall perform its obligations under the Contract in accordance with all applicable export and import laws, regulations, rules and related provisos, including the International Traffic In Arms Regulations, 22 C.F.R. §§ 120-130.
- a reference to a document or agreement, including the Contract, includes a reference to that document or agreement as assigned, amended, altered or replaced from time-to-time;
- a reference to a Party includes its executors, administrators, successors and persons to whom it assigns and novates the Contract in accordance with Section 24.4;
- words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- the word “including” and words of similar import shall mean “including without limitation,” unless otherwise specified; and
- titles and headings to Articles, Sections and tables are provided for convenience of reference only and shall not affect the meaning or interpretation of this Contract.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

1.3 Contract, Exhibits and Order of Precedence. This Contract includes the exhibits listed below, which are attached hereto and made a part hereof. In the event of any conflict among the various portions of this Contract, including the exhibits listed below, the following order of precedence shall prevail:

1. Contract Articles 1 through 24
2. Exhibit A: Statement of Work
3. Exhibit B: Launch Schedule
4. Exhibit C: Milestone Payment Schedule
5. Exhibit D: Optional Services
6. Exhibit E: Additional Launch Price
7. Exhibit F: Disclosures

Article 2

SERVICES TO BE PROVIDED

2.1 Launch Services. Contractor shall provide Launch Services for [***...***] dedicated Launches of Satellite Batches (“Firm Launch(es)”) and up to an additional [***...***] dedicated Launches of Satellite Batches, if so exercised by Customer (“Additional Launch(es)”), in accordance with this Section 2.1 and the Statement of Work.

- 2.1.1 If any Launch Service is not a Launch Success, Customer may exercise Additional Launch(es) (on a per Launch Service basis) at anytime up to the end of the Launch Campaign Period plus [***...***] Days. Such Additional Launch(es) will be performed by Contractor within [***...***] months of Customer’s exercise of an Additional Launch, subject to available Launch Opportunities. The Launch Service Price, Milestones and Milestone Payments for such Additional Launch(es) under this Section 2.1.1 shall be the same Launch Service Price, Milestone and Milestone Payments as set forth for the first Firm Launch Service in accordance with Exhibit C.
- 2.1.2 Customer may reserve the right to procure up to [***...***] Additional Launches, if any Satellite or Satellite Batch(es) experience a loss or failure following Launch for reasons other than a Launch Failure. In order to reserve such Additional Launches, Customer must pay a reservation fee of [***...***] US Dollars (US \$[***...***]) no later than [***...***] months after EDC. The Additional Launches may be exercised by Customer at anytime up to the end of the Launch Campaign Period plus [***...***] Days. Such Additional Launch(es) will be performed by Contractor within [***...***] months (or such longer period as mutually agreed by Customer and Contractor) of Customer’s exercise of an Additional Launch, subject to available Launch Opportunities. If exercised, the pricing for such Additional Launch(es) shall be in accordance with Exhibit E. If Customer does not exercise an Additional Launch pursuant to this Section 2.1.2, the reservation fee paid for such Additional Launch to Contractor will be refunded to Customer within [***...***] Days of Customer’s notice of such effect.
- 2.1.3 Notwithstanding Sections 2.1.1 or 2.1.2, Customer may procure up to [***...***] further Additional Launch(es), that may be exercised up through [***...***], that at the time of such exercise are assigned a Launch Slot ending no later than [***...***] (subject to available Launch Opportunities). The pricing for such Additional Launch(es) shall be

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

determined in accordance with [***...***] associated with [***...***] as of the applicable exercise date thereof. The Milestones and Milestone Payment percentages for such Additional Launch(es) under this Section 2.1.3 shall be the same as set forth in Exhibit E. For the Additional Launch(es) exercised by Customer in accordance with this Section 2.1.3, the Launch Slot for such Launch Service shall be designated so as to occur within [***...***] years of the Launch Services exercise date, provided however that such Launch Service is performed prior to [***...***]. Customer shall pay to Contractor a reservation fee of [***...***] US Dollars (US\$[***...***]) for each Additional Launch procured pursuant to this Section 2.1.3 no later than [***...***]. Such reservation fee will be applied to the first Milestone Payment for the applicable Additional Launch. If Customer does not exercise an Additional Launch pursuant to this Section 2.1.3, [***...***] to Customer within [***...***] Days of Customer's notice of such effect.

- 2.1.4 Customer and Contractor agree and acknowledge that the total number of Additional Launches that may be exercised by Customer under Sections 2.1.2 and 2.1.3, in the aggregate, is limited to [***...***].

For the avoidance of doubt, any Refight Options exercised by Customer in accordance with Article 16 shall not be considered a Firm Launch or Additional Launch.

2.2 Determination of Launch Success. If, within [***...***] Days following any Launch Service, a Satellite experiences an anomaly, failure, defect or other non-conformance with its performance specifications or operational characteristics, Customer shall promptly inform Contractor in writing and provide reasonable detail regarding such anomaly, failure, defect or non-conformance. Contractor shall, within [***...***] following receipt of Customer's notice pursuant to this Section 2.2 confirm that: (i) all of the Launch Success criteria were achieved for the corresponding Launch Service; or (ii) an independent or intervening event not attributable to Contractor's failure to meet the Launch Success criteria caused the Satellite anomaly, failure, defect or other non-conformance with its performance specifications or operational characteristics, such confirmation in each case, to be based on flight telemetry and other objective data. If Contractor does not provide such confirmation within the stipulated time period, then the corresponding Launch shall be deemed a Launch Failure.

2.3 Satellite Dispenser. Contractor shall design, manufacture, test and qualify the Dispenser, which shall be capable of performing all interface, separation and deployment functions in accordance with the SOW. Contractor shall deliver models, data, software, hardware, and test/support equipment to Customer's Associate Contractor as required by the SOW.

2.4 Separation System.

- 2.4.1 Contractor shall itself or through a Third Party design, manufacture, test and qualify the Separation System, which shall be capable of performing all interface, separation and deployment functions in accordance with the SOW. Contractor shall deliver models, data, software, hardware, and test/support equipment to Customer's Associate Contractor as required by the SOW.
- 2.4.2 [***...***]. If Contractor obtains [***...***]. Without limiting the foregoing, Contractor agrees that [***...***] if Customer [***...***]. Furthermore, if Contractor obtains [***...***], upon Customer request, Contractor will reasonably assist Customer and provide Customer with [***...***] as is necessary for Customer [***...***], including for [***...***]. Such information includes, but is not limited to, [***...***].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

2.5 Primary and Backup Launch Site. The primary Launch Site for all Launch Services shall be VAFB and KWAJ is designated as the alternate Launch Site in the event of VAFB unavailability as provided for in this Section 2.5.

- 2.5.1 Change of Launch Site Not Attributable to Contractor. No later than [***...***] months (or such shorter period that Customer may reasonably agree to in writing) prior to any scheduled Launch, Contractor shall notify Customer in writing if VAFB is not available for such Launch Services due to Launch Site or Launch Range unavailability for reasons not primarily attributable to Contractor (and notwithstanding Contractor's Reasonable Efforts to maintain or preserve Customer's scheduled Launch Date or Launch Slot) and include in such notification: (i) the reasons for Launch Site or Launch Range unavailability; (ii) the duration of such Launch Site or Launch Range unavailability; and (iii) the next available Launch Opportunity at VAFB (to the best knowledge of Contractor at that time) and at KWAJ. Within [***...***] Days of receipt of Contractor's notice, Customer shall notify Contractor of its election for the Launch Services to be performed at KWAJ, subject to available Launch Opportunities, or during the next available Launch Opportunity at VAFB. If Customer elects to proceed with the Launch Services at the next available Launch Opportunity at KWAJ or VAFB, then the Adjustment Fee associated with any Launch schedule adjustments as provided for in Article 6 shall not apply to either Contractor or Customer. Notwithstanding the foregoing, in the event of a Launch Site unavailability within [***...***] months prior to any scheduled Launch Date for any Launch Services under this Contract that results in or is reasonably likely to result in a delay to or displacement of a Customer Launch Slot, Contractor and Customer will abide by the provisions of this Section 2.5.1 in connection with the selection of a Launch Site for the affected Launch Service.
- 2.5.2 Change of Launch Site Attributable to Contractor. No later than [***...***] months (or such shorter period that Customer may reasonably agree to in writing) prior to any scheduled Launch, Contractor shall notify Customer in writing if VAFB is not available for such Launch Services due to Launch Site or Launch Range unavailability for reasons primarily attributable to Contractor and include in such notification: (i) the reasons for Launch Site or Launch Range unavailability; (ii) the duration of such Launch Site or Launch Range unavailability; and (iii) the next available Launch Opportunity at VAFB (to the best knowledge of Contractor at that time) and at KWAJ. Within [***...***] Days of receipt of Contractor's notice, Customer shall notify Contractor of its election for the Launch Services to be performed at KWAJ, subject to available Launch Opportunities, or during the next available Launch Opportunity at VAFB. If Customer elects to proceed with the Launch Services at the next available Launch Opportunity at KWAJ, then the Adjustment Fee associated with any Launch schedule adjustments as provided for in Section 6.2 shall apply to Contractor. In the event of a Launch Site unavailability within [***...***] months prior to any scheduled Launch Date for any Launch Services under this Contract that results in or is reasonably likely to result in a delay to or displacement of a Customer Launch Slot, Contractor and Customer will abide by the provisions of this Section 2.5.2 in connection with the selection of a Launch Site for the affected Launch Service.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Article 3
CONTRACT PRICE

3.1 Launch Price. The price for each Firm Launch is set forth in Exhibit C, and the price for each Additional Launch is set forth in Section 2.1 (as applicable, the “Launch Service Price”). If Customer exercises any of the per mission Optional Services provided for in Exhibit D, the per mission price for such Optional Services shall be included in the corresponding Launch Service Price.

3.2 Contract Price. The aggregate price for all the Firm Launches, including the Non-Recurring Price (together, the “Contract Price”), is set forth in Exhibit C. The Contract Price shall include all of the services specified in the SOW and any of the Optional Services provided for in Exhibit D that are exercised by Customer.

3.3 Taxes. Contractor, after due inquiry, investigation and to the best of its knowledge, represents and warrants that as of EDC, no taxes, duties and other levies imposed by the United States government or any political subdivision thereof are due for the activities and transactions contemplated by this Contract, including any Launch Services (“Taxes”). However, should [***...***], Contractor shall, [***...***]. If Contractor is unable [***...***], the Parties shall [***...***], provided however, that in any case [***...***] in connection such Taxes shall not [***...***] of: (i) [***...***] percent ([***...***]%) of [***...***]; or (ii) [***...***] percent ([***...***]%) of [***...***].

3.4 [***...***]. Contractor [***...***], with respect the Launch Services procured by Customer under this Contract, Customer shall not [***...***] by Contractor following [***...***]. If Contractor [***...***], Contractor shall [***...***] and Customer will be entitled to [***...***]. If [***...***], Contractor will [***...***] within [***...***] Days of the written notice by Customer. At the written request of Customer, and within [***...***] Business Days thereof, Contractor shall from time-to-time, [***...***] provided for in this Section 3.4.

Article 4
PAYMENT

4.1 Payments. Upon the successful completion of a Non-Recurring Launch Service Milestone or a Launch Service Milestone in accordance with the Milestone completion criteria set forth in Appendix B of the SOW, Customer shall pay the applicable invoice issued by Contractor in accordance with Section 4.4 below (each a “Milestone Payment”). If a payment due date falls on a Day other than a Business Day, then payment shall be due on the following Business Day.

4.2 [***...***]. Notwithstanding the other provisions of Article 4, in the event that [***...***] as set forth in [***...***] shall be [***...***]. If [***...***] as set forth in [***...***] shall be [***...***] on a [***...***] basis [***...***].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

4.3 Wire Transfer Instructions. All payments made to Contractor hereunder shall be in U.S. currency and shall be made by electronic funds transfer to the following account:

Bank Name: [***...***]
Bank Address: [***...***]
[***...***]
Account Number: [***...***]
Routing: [***...***]
SWIFT: [***...***]

or such other account or accounts as Contractor may specify in writing to Customer.

To the extent any payments are made to Customer hereunder, all such payments shall be in U.S. currency and shall be made by electronic funds transfer to the following account:

Bank Name: [***...***]
Account Number: [***...***]
ABA Number: [***...***]
Beneficiary: Iridium Satellite LLC

or such other account or accounts as Customer may specify in writing to Contractor.

4.4 Invoices. With the exception of the EDC payment addressed below, for each Milestone Payment, Contractor shall submit to Customer an invoice for payment after successful completion of the applicable Milestone (determined by Customer solely in accordance with the Milestone completion criteria set forth in Appendix B to the SOW) on or after the corresponding Milestone Payment due date listed in Exhibit C or Exhibit E, as applicable, including Contractor's certification that the applicable Milestone completion criteria have been met in accordance with the requirements of the SOW. For the avoidance of doubt, no invoice for a Milestone Payment may be submitted by Contractor until all of the requirements of the applicable Milestone have been met and, in any case, not prior to the applicable Milestone Payment due date. To the extent that any activities or work related to the completion of a Milestone are subsequently rendered incomplete (or in the case Customer has pre-paid such Milestone and it is subsequently not achieved per the then-applicable schedule) as a result of corrective work or activity required to be completed by Contractor (for example, as a result of a Launch Service being preempted due an imperative national need as described in Section 12.1.1, or a stand-down of the Launch Vehicle due to a design flaw or manufacturing process anomaly), Contractor will, at Customer's written election, reimburse or credit Customer for the total amount of the Milestone Payment for the Milestone which has been rendered incomplete. Payment shall be made by Customer to Contractor, or as applicable, a reimbursement shall be made by Contractor to Customer, for any Milestone Payment within [***...***] Days of submission of an invoice in accordance with the requirements of this Section 4.4, except for any invoice pertaining to the EDC payment, which shall be submitted within [***...***] Business Days of: (a) EDC; or (b) exercise of Additional Launch(es), as applicable. Payments shall be deemed made when credit for the payable amount is established in Contractor's designated bank account.

All invoices delivered under this Contract shall be complete and reasonably detailed in order to provide the recipient with sufficient information to ascertain the nature and scope of the charges included therein.

4.5 Disputed Payments. If Customer determines that a Milestone has not been completed in accordance with the Milestone completion criteria set forth in Appendix B to the SOW, Customer shall so notify Contractor in

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

writing within [***...***] Days of receipt of the applicable invoice, and within [***...***] Days thereafter provide in reasonable detail the Contract requirements associated with the applicable Milestone that have not been met. In the event Contractor disputes Customer's contention that the applicable Milestone has not been completed in accordance with the requirements of this Contract, the Parties shall attempt to resolve such dispute in accordance with the procedures provided for in Section 18.1, during which Contractor shall continue to perform its obligations under this Contract in a timely manner, and Customer shall continue to perform its obligations that are not disputed under this Section 4.5 in a timely manner. If the Parties are unable to resolve such dispute in accordance with the procedures set forth in Section 18.1, then either Party may immediately begin legal proceedings in accordance with Section 18.2 and the performance obligations set forth in this Section 4.5 shall no longer apply. If it is subsequently determined that the applicable Milestone had been timely completed in accordance with the requirements of this Contract, Customer shall immediately pay the applicable Milestone Payment, to include late payment interest in accordance with the terms of Section 4.6.

4.6 Interest on Payments Due. If any undisputed amount due by Customer to Contractor under this Contract shall remain unpaid after its due date, and if Contractor has provided Customer written notice thereof with a [***...***] Day period to cure, then the Customer shall pay interest to Contractor at the Interest Rate. Interest will be computed commencing as of the Business Day after the due date until and including the date payment is actually made, unless paid during the cure period, in which case no interest shall be due.

4.7 Accelerated Payments. In the event that a Launch Service is accelerated by Customer in accordance with the terms of Article 6 the remaining Milestone Payment due dates shall be accelerated on a Day-for-Day basis for such Launch Service. If, as a result of such acceleration and the early completion of an applicable Launch Service Milestone by Contractor, a Milestone Payment that should already have been made due in accordance with Section 4.1, such Milestone Payment shall be immediately invoiced by Contractor and paid by Customer within [***...***] Days of receipt of the corresponding invoice by Customer. Notwithstanding the foregoing, no accelerated payment shall be provided for a Milestone that is completed earlier than the corresponding Milestone Payment due date specified in Exhibit C unless the due date has been accelerated (as described above) or Customer has provided a written notification to Contractor indicating approval of an earlier completion date for such Milestone.

4.8 U.S. Government Cooperation. Contractor shall, upon the request of Customer, cooperate with any U.S. Government customer for NEXT on a Reasonable Efforts basis in connection with pricing or cost disclosure requirements.

Article 5 LAUNCH SCHEDULE

5.1 Launch Campaign Period. The [***...***] Firm Launches shall take place during the term commencing with the initial Day of the Launch Slot for the first Firm Launch and ending [***...***] months thereafter ("Launch Campaign Period"). The Parties have scheduled the Launch Slots and Launch Dates in accordance with Exhibit B.

5.2 Confirmation of Launch Campaign. Period No later than [***...***] months prior to the commencement of the Launch Campaign Period, Customer shall provide Contractor a written notice: (i) confirming the Launch Campaign Period designated in Section 5.1; or (ii) adjusting the Launch Campaign Period in accordance with Section 6.1.1.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

5.3 Additional Launches. Customer shall confirm to Contractor the desired Launch Slot within a Launch Opportunity for each Additional Launch as of the date such Additional Launch is ordered pursuant to the terms of this Contract. In the event that the Launch Slot desired by Customer is not available, Contractor shall propose a new available Launch Slot that is closest in time to the Launch Slot originally requested by Customer, and the Parties will cooperate in good faith to determine such Launch Slot within [***...***] Business Days of Contractor's new proposal. The process described in the immediately preceding sentence shall be repeated until a Launch Slot is determined.

5.4 Launch Manifest Policy. Contractor and Customer shall comply with the launch schedule prioritization policy set forth in this Section 5.4 in the event of a delay caused by either Customer or Contractor.

- 5.4.1 Subject to Section 5.4.2, Contractor agrees and acknowledges that, consistent with its manifest policy, Customer's scheduled Launch Service (including any Additional Launches or reflight Launch Services exercised by Customer) will not be displaced from a Launch Slot or Launch Date, with the following exceptions: (i) [***...***]; (ii) [***...***]; or (iii) [***...***] available for a scheduled Customer Launch Service. If a Customer Launch Service is displaced pursuant to the terms of this Section 5.4.1, then notwithstanding such displacement, the pre-existing order of manifested launches shall remain in effect as of the date the displacement occurs.
- 5.4.2 In the event of a Contractor delay of either a Customer Launch Service (including any Additional Launches or reflight Launch Services exercised by Customer) or a prior Third Party launch service for reasons attributable to: (i) [***...***]; (ii) [***...***]; or (iii) [***...***], the pre-existing order of manifested launches shall remain in effect as of the date of the Contractor delay.
- 5.4.3 In the event of [***...***] that occurs [***...***] and is [***...***] between [***...***] associated with [***...***], Contractor shall [***...***]. If such [***...***] within [***...***] Days of the applicable [***...***], and Contractor is [***...***], then Contractor shall [***...***] provided that [***...***] shall be [***...***].
- 5.4.4 In the event of [***...***] that occurs [***...***] and is [***...***] between [***...***] associated with [***...***], Contractor shall [***...***]. If such [***...***] within [***...***] Days of the applicable [***...***], and Contractor is [***...***], Contractor shall [***...***].
- 5.4.5 If any Customer Launch Service (including any Additional Launches or reflight Launch Services exercised by Customer) is a DO/DX Launch, Contractor shall perform such Launch Service in accordance with the prioritization requirements of the CSLA.
- 5.4.6 Subject to Section 5.5, Contractor shall assign any available Launch Opportunities to Customer or its existing Third Party customers on a first-come, first-served basis upon the earlier in time receipt of a binding contract amendment, change order or option exercise from Customer or any existing Third Party customer.

5.5 Contractor Provision of Manifest-Related Information. Contractor, in accordance with the requirements of the SOW, shall provide Customer once per calendar quarter a schedule of current contracted launches and Launch Opportunities extending through the later of: (i) the period Customer may exercise Additional Launch(es) as specified in Section 2.1; or (ii) the performance of any Launch Services under this Contract. Such schedule will not reflect the names of

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Contractor's customers or payloads or any other Proprietary Information of Contractor not germane to manifest management, and will be considered Proprietary Information of Contractor pursuant to Article 19 herein and shall be used by Customer only for the purpose of managing Customer's rights and obligations under this Contract. Notwithstanding the foregoing, Contractor may from time-to-time [***...***] that [***...***] is subject to [***...***] with the effect of [***...***] for a [***...***] Day period. Following the aforementioned [***...***] Day period, if Contractor has not [***...***] during the identified [***...***], then such [***...***] to Customer. If Contractor becomes aware of any event, development or circumstance that, in the reasonable judgment of Contractor would materially impact the scheduling of a Customer Launch Slot or Launch Date, Contractor shall promptly notify Customer in writing of such potential event, development or circumstance and Contractor's plan to resolve or mitigate the impact thereof on the scheduling of Customer's applicable Launch Slot or Launch Date.

Article 6 LAUNCH SCHEDULE ADJUSTMENTS

6.1 Customer Launch Schedule Adjustments

- 6.1.1 Customer No-Cost Adjustments. Customer shall have the right to adjust the Launch Campaign Period, or any scheduled Launch Slot or Launch Date, at no increase to the Contract Price as follows:
- (A) Advance the commencement of the Launch Campaign Period, or any scheduled Launch Slot, subject to providing written notice to Contractor no less than [***...***] months prior to the desired new Launch Slot or commencement date of the Launch Campaign Period.
 - (B) Postpone the commencement of the Launch Campaign Period, or any scheduled Launch Slot, subject to providing written notice to Contractor no less than [***...***] months prior to the originally scheduled Launch Slot or commencement of the Launch Campaign Period.
 - (C) Postpone the Launch Date within the applicable Launch Slot no less than [***...***] prior to the then-scheduled Launch Date, provided that advance written notice is provided to Contractor.
 - (D) Postpone any Launch Date for a cumulative period of up to [***...***] months.
- 6.1.2 Customer Cost-Based Adjustments. Customer shall have the right to adjust any scheduled Launch Date that does not meet the criteria provided for in Section 6.1.1, subject to application of an adjustment fee (the "Adjustment Fee") as set forth below:
- (A) Advance the applicable Launch Date so that the Launch Service is performed between [***...***] and [***...***] months following Customer's written notification, for an Adjustment Fee of [***...***] percent ([***...***]%) of the applicable Launch Service Price. The Adjustment Fee shall be amortized equally among the remaining Milestone Payments for the applicable Launch Service. If a Launch Service advanced pursuant to this Section 6.1.2 (A) is not performed between [***...***] and [***...***] months following Customer's written notification for reasons other than a Customer delay requested pursuant to Section 6.1, the Adjustment Fee shall be refunded to Customer within [***...***] Days.
 - (B) Advance the applicable Launch Date so that the Launch Service is performed less than [***...***] months following Customer's written notification, for an

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Adjustment Fee of [***...***] of the applicable Launch Service Price. The Adjustment Fee shall be amortized equally among the remaining Milestone Payments for the applicable Launch Service. If a Launch Service advanced pursuant to this Section 6.1.2 (B) is not performed within [***...***] months following Customer's written notification for reasons other than a Customer delay requested pursuant to Section 6.1, the Adjustment Fee shall be refunded to Customer within [***...***] Days.

(C) Postpone the applicable Launch Date:

- (i) for a period of between [***...***] and [***...***] months, for an Adjustment Fee of [***...***] percent ([***...***]%) of the applicable Launch Service Price per month;
- (ii) for a period of more than [***...***] months, for an Adjustment Fee of [***...***] percent ([***...***]%) of the applicable Launch Services Price per month; or
- (iii) within the applicable Launch Slot within [***...***] prior to the then-scheduled Launch Date, subject to available Launch Opportunities and payment of direct costs incurred as a direct result of the postponement of the Launch Date by Third Parties engaged by Contractor.

(D) Customer, in lieu of paying the Adjustment Fees set forth in Sections 6.1.2 (C), may instead make then-current Milestone Payments for the affected Launch Service, subject to the provisions of Section 4.4.

6.1.3 Conditions Associated With Customer Launch Schedule Adjustments

- (A) The scheduling of a new Launch Date pursuant to a Customer request under Sections 6.1.1 or 6.1.2 shall be subject to:
 - (i) available Launch Opportunities; and
 - (ii) Customer providing justification or evidence for the underlying event/cause resulting in its postponement request in a form reasonably acceptable to Contractor.
- (B) Any delay of a Launch Date in excess of the delay requested by Customer shall not be deemed either a Customer or Contractor delay for purposes of Article 6.
- (C) In connection with any Customer adjustments to a Launch Date, Contractor shall maintain the capability to perform no less than [***...***] Customer Launch Services during any [***...***] month period during the Launch Campaign Period plus [***...***] additional months.
- (D) For any Launch Services advanced by Customer pursuant to Section 6.1.1 or 6.1.2, the remaining Milestone Payments will be advanced on a Day-for-Day basis.
- (E) If Customer provides Contractor at least [***...***] months advance notice of postponement of the Launch Campaign Period, a Launch Slot or Launch Date, then Customer's remaining Milestone Payments for the affected Launch Services will be postponed on a Day-for-Day basis.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

- (F) If Customer provides Contractor less than [***...***] months advance notice of postponement of the Launch Campaign Period, a Launch Slot or Launch Date, then Customer's remaining Milestone Payments (with the exception of payments associated with the Launch and Post Flight Report Complete Milestones identified in Exhibit C) for the affected Launch Services will be due and payable in accordance with the existing Milestone Payment schedule prior to giving effect to Customer's requested postponement.
- (G) Any Adjustment Fees applicable to a fractional month shall be calculated on a pro-rata basis.
- (H) For the avoidance of doubt, provided that [***...***], if Customer has [***...***] and the Parties are [***...***], the Contractor shall [***...***] for that particular Launch Service.
- (I) Notwithstanding the foregoing, if Contractor is able to [***...***] pursuant to the terms of Section [***...***], the applicable [***...***] shall not be [***...***] and will not be [***...***].
- (J) Customer may change the mission designation of any Launch Slot or Launch Date under this Contract in connection with any Launch Slot or Launch Date adjustment pursuant to Section 6.1 in accordance with the applicable requirements of the SOW.
- (K) Customer's right to advance the Launch Campaign Period, any Launch Slot or Launch Date pursuant to Sections. 6.1.1 (A), 6.1.2(A) and 6.1.2.(B) shall be subject to the Parties mutually and reasonably agreeing to necessary changes to the Launch Vehicle qualification criteria set forth in Article 11.
- (L) The aggregate sum of any Adjustment Fees due by Customer to Contractor resulting from adjustments to any particular Launch Service pursuant to Section 6.1.2 shall not exceed: (i) [***...***] US Dollars (US\$[***...***]) for the first Firm Launch; and (ii) [***...***] US Dollars (US\$[***...***]) for Firm Launches [***...***] through [***...***], with a sum of Adjustment Fees not to exceed [***...***] US Dollars (US\$[***...***]) for all Firm Launches. With respect to any Additional Launches, the aggregate sum of Adjustment Fees owed by Customer to Contractor shall be [***...***] US Dollars (US\$[***...***]) for each Additional Launch Service.
- (M) Any Adjustment Fees incurred by Customer pursuant to Section 6.2 shall be paid to Contractor monthly in arrears.

6.2 Contractor Launch Schedule Adjustments.

- 6.2.1 Contractor No-Cost Adjustments. Contractor shall have the right to adjust the Launch Date, without application of an Adjustment Fee, as follows:
 - (A) Contractor shall have the right to adjust the Launch Date within the applicable Launch Slot up to [***...***] Days prior to the then-scheduled Launch Date, subject to: (i) available Launch Opportunities; (ii) availability of a Satellite Batch and Customer mission critical resources; and (iii) provided that reasonable advance written notice is provided to Customer.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

(B) Postpone any Launch Date for a cumulative period of up to [***...***] Days.

6.2.2 Contractor Cost-Based Adjustments. Contractor shall have the right to postpone any scheduled Launch Date that does not meet the criteria provided for in Section 6.2.1, subject to available Launch Opportunities, the manifest policy set forth in Section 5.4 and application of an Adjustment Fee as set forth below:

- (A) Postpone the Launch Date within the applicable Launch Slot within [***...***] prior to the then-scheduled Launch Date, subject to available Launch Opportunities and payment of direct costs incurred as a direct result of the postponement of the Launch Date by Related Third Parties engaged by Customer.
- (B) Subject to Customer not exercising its termination for default right provided for under Section 17.2, and with respect to the first Firm Launch Service only, from [***...***] Days and up to [***...***] Days in the aggregate for an Adjustment Fee of [***...***] percent ([***...***]%) of the applicable Launch Service Price per month.
- (C) With respect to all other Launch Services (other than the first Firm Launch Service), from [***...***] and up to [***...***] Days in the aggregate for an Adjustment Fee of [***...***] percent ([***...***]%) of the applicable Launch Service Price per month.
- (D) With respect to all Launch Services (other than the first Firm Launch Service), and subject to Customer not exercising its termination for default right provided for under Section 17.2, greater than [***...***] Days and up to [***...***] Days in the aggregate for the affected Launch Service for an Adjustment Fee of [***...***] percent ([***...***]%) of the applicable Launch Service Price per month.
- (E) With respect to all Launch Services, subject to Customer not exercising its termination for default right provided for under Section 17.2, greater than [***...***] Days in the aggregate for the affected Launch Service for an Adjustment Fee of [***...***] percent ([***...***]%) of the applicable Launch Service Price per month.

6.2.3 Conditions Associated With Contractor Launch Schedule Adjustments

- (A) In connection with any Contractor adjustments to a Launch Date, Contractor shall maintain the capability to perform no less than [***...***] Customer Launch Services during any [***...***] month period during the Launch Campaign Period plus [***...***] additional months. Notwithstanding the foregoing, Contractor shall complete the Launch of all Satellite Batches as expeditiously as possible.
- (B) For any Launch Services postponed by Contractor pursuant to Section 6.2, the remaining Milestones for such Launch Service will be delayed on a Day-for-Day basis and Customer shall pay such Milestones in accordance with revised Milestone Payment schedule for such Launch Service.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

- (C) Any Adjustment Fees applicable to a fractional month shall be calculated on a pro-rata basis.
- (D) If a new Launch Date outside of the original Launch Slot is established as a result of a Launch schedule adjustment pursuant to this Section 6.2, the newly-established Launch Date shall represent the first Day of the new corresponding Launch Slot.
- (E) The aggregate sum of any Adjustment Fees due by Contractor to Customer resulting from adjustments to any particular Launch Service pursuant to Section 6.2.2 shall not exceed: (i) [***...***] US Dollars (US\$[***...***) for the first Firm Launch; and (ii) [***...***] US Dollars (US\$[***...***) for Firm Launches [***...***] through [***...***], with a sum of Adjustment Fees not to exceed [***...***] US Dollars (US\$[***...***) for all Firm Launches. With respect to any Additional Launches, the aggregate sum of Adjustment Fees owed by Contractor to Customer shall be [***...***] US Dollars (US\$[***...***) for each Additional Launch Service.
- (F) Any Adjustment Fees incurred by Contractor pursuant to Section 6.2 shall be paid to Customer monthly in arrears.

6.3 Notice of Requests and Determination of Launch. Opportunities All Customer and Contractor requests for adjustment of the Launch Campaign Period, or the Launch Slot or Launch Date, shall be made by giving written notice to the other Party in accordance with Section 8.3. The Parties will cooperate in good faith to adjust the Launch Campaign Period or select a new Launch Slot or Launch Date, as applicable. In the event that the Parties cannot mutually agree as to the relevant adjustment within [***...***] Days (or such shorter time period as may be necessary in light of the proximity to the Launch), the Parties shall apply the launch manifest policy set forth in Section 5.4 to determine a new Launch Slot or Launch Date, taking into account the available Launch Opportunities and the requirements and interests of Customer and Contractor. Until the new Launch Campaign Period, Launch Slot or Launch Date is selected in accordance with this Section 6.3, the then-current Launch Schedule shall remain in effect.

6.4 [***...***]. Customer shall have [***...***] that is scheduled on [***...***] during the [***...***] months thereafter [***...***], provided such [***...***] is made at least [***...***] prior to the date of such [***...***]. Prior to submission of [***...***], Contractor shall: (i) [***...***]; and (ii) [***...***], and to the extent reasonably appropriate or advisable under the circumstances, [***...***] in furtherance of the [***...***]. If [***...***], Contractor shall [***...***] into a [***...***] in accordance with the terms and conditions of this Contract.

6.5 Obligation to Give Prompt Notice. Contractor and Customer acknowledge and agree that it is in the best interests of both Parties to promote certainty in launch schedule decisions and minimize disruption to other customers of Contractor. Therefore, the Parties agree to give prompt notice of any need for a schedule change under this Article 6 or any actual or potential delay that might impact the launch schedule, with such notification to occur pursuant to Section 6.3.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

6.6 Characterization of Adjustment Fees. Customer and Contractor agree that the Adjustment Fees provided for in this Article 6 do not constitute a penalty or estimate of future damages, but represent reasonable fees associated with the adjustment of affected Launch Service and Contractor or Customer's associated obligations under this Contract at various points in time.

Article 7

REPRESENTATIONS AND WARRANTIES

The Contractor makes the representations and warranties contained in this Article 7. Each such representation and warranty shall be deemed made as of the execution date of this Contract, and if necessary, Contractor shall supplement such representations and warranties as of EDC.

7.1 Contractor's Performance. In connection with Contractor's performance of its obligations under this Contract, Contractor shall maintain its ISO 9001 certification and obtain and maintain AS9100 certification, perform work in a skillful and workmanlike manner and otherwise abide by common standards, practices, methods and procedures in the commercial aerospace industry (and not solely in the commercial launch services industry). For the avoidance of doubt and with the exception of any acts of Contractor Gross Negligence, Contractor's undertaking in this Section 7.1 does not apply to the performance of or liability with respect to any Launch Services following the moment of Intentional Ignition with respect to any Launch Service. With the exception of ISO 9001 and AS9100, Customer represents and warrants that its Satellite manufacturer Associate Contractor is subject to substantially similar contractual obligations as those set forth in this Section 7.1.

7.2 [***...***]. During [***...***] hereunder and until such time as [***...***], Contractor shall [***...***] with [***...***] versions of: (i) [***...***]; (ii) if available, [***...***]; (iii) [***...***]; and (iv) [***...***], in each case as soon as [***...***].

7.3 Litigation. Except as set forth on Exhibit F, there are no facts, actions, suits, litigation, arbitration or administrative proceedings pending or, to Contractor's best knowledge, threatened, against the Contractor which would materially adversely effect the Contractor, its financial condition, results of operations and cash flows or otherwise prevent the Contractor from performing under this Contract.

Article 8

COORDINATION AND COMMUNICATION BETWEEN CUSTOMER AND CONTRACTOR

8.1 Contractor Cooperation. Contractor shall cooperate in good faith with and support Customer in the following areas:

- Coordination of the Launch Services and associated planning activities with Customer's Satellite manufacturing Associate Contractor;
- Preparation and presentation of technical briefings associated with Customer's procurement of Launch and In-Orbit Insurance, if procured by Customer, including any claims pursued by Customer thereunder;

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

- Registration of the Satellites in accordance with the United Nations Convention on Registration of Objects Launched into Outer Space; and
- Debt or equity financing activities associated with the cost of the Launch Services.

8.2 Launch Program Managers. Each Party shall designate a Launch Program Manager no later than one (1) month after EDC. The task of each of the Launch Program Managers shall be to supervise and coordinate the respective Satellite integration and mission analysis activities between the Parties. Neither Launch Program Manager is authorized to direct work in contravention of the requirements of this Contract or to make modifications to this Contract. Contractor may replace its Launch Program Manager provided Customer has received notification of such action. Customer may reasonably request a change in the Contractor personnel assigned as the Contractor Launch Program Manager, and Contractor shall exercise Reasonable Efforts to comply with Customer's request in a timely manner.

8.3 Notices. All notices that are required or permitted to be given under this Contract shall be in writing and shall be delivered in person or sent by facsimile, certified mail (return receipt requested) or air courier service to the representative and address set forth below, or to such other representative or address specified in a notice to the other Party. Ordinary course communications under this Contract may be given via electronic mail (message delivery or receipt confirmation requested). Notices shall be effective upon delivery in person or upon confirmation of receipt in the case of facsimile, certified mail or air courier.

Notices to Contractor:

[***...***]

Space Exploration Technologies Corp.
1 Rocket Road
Hawthorne, CA 90250
Telephone: [***...***]
Fax: [***...***]
E-mail: [***...***]

With a copy to:

[***...***]

Space Exploration Technologies Corp.
1030 15th Street, NW
Suite 450
Washington, DC 20005
Telephone: [***...***]
Fax: [***...***]
E-mail: [***...***]

Notices to Customer:

[***...***]

Iridium Satellite LLC
2030 East ASU Circle
Tempe, AZ 85284

Telephone: [***...***]
Fax: [***...***]

With a copy to:

[***...***]

Iridium Satellite LLC
2030 East ASU Circle
Tempe, AZ 85284

Telephone: [***...***]
Fax: [***...***]

and

[***...***]

Iridium Satellite LLC
6707 Democracy Boulevard
Suite 300
Bethesda, MA 20817
Telephone: [***...***]
Fax: [***...***]

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Either Party may from time-to-time change its notice address or the persons to be notified by giving the other Party written notice (as provided above) of such new information and the date upon which such change shall become effective.

8.4 Communications in English. All documentation, notices, reports and correspondence under this Contract shall be submitted and maintained in the English language.

Article 9
**ADDITIONAL CONTRACTOR AND CUSTOMER OBLIGATIONS
PRIOR TO LAUNCH**

9.1 Obligation to Provide Information. Contractor shall provide to Customer and Customer shall provide to Contractor the data, hardware and services identified in the SOW and required to perform their respective obligations hereunder according to the schedules provided therein. The data, hardware and services will be received in a condition suitable for their intended use as defined by the requirements of the SOW.

9.2 Notification of Non-Compliance. Either Party shall promptly, and in any event within [***...***] Business Days, notify the other Party in accordance with Section 8.3 in the event that any data, hardware (excluding hardware associated with the Launch Vehicle qualification criteria provided for in Article 11) or services provided pursuant to the terms of this Contract is not compliant with the applicable requirements contained in the SOW. The notification shall contain a statement of the discrepancy. Contractor or Customer, as applicable, shall promptly remedy the non-compliance or discrepancy identified pursuant to this Section 9.2 with no increase to the Contract Price.

9.3 [***...***]. Contractor shall [***...***] attributable to [***...***] (other than [***...***] set forth in [***...***]) that [***...***]. Customer [***...***] that [***...***] is subject to [***...***] as those set forth in this Section 9.3.

9.4 [***...***]. Contractor shall [***...***]. Customer [***...***] that [***...***] is subject to [***...***] as those set forth in this Section 9.4.

Article 10
CUSTOMER ACCESS

10.1 Factory and Launch Site Access. Customer, its Related Third Parties and designated Affiliates shall have access, subject to coordination with and following reasonable notice to Contractor, to Contractor's mission hardware final assembly factory to witness Contractor's mission hardware final acceptance activities. Customer, its Related Third Parties and designated Affiliates (in each case at their own expense with respect to travel

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

and disbursements), will have access to the Launch Site, launch complex and Satellite encapsulation area to witness major Customer-related mission tests and to attend regular coordination meetings. Contractor shall, on a Reasonable Efforts basis, provide Customer, and with prior Customer approval, Customer's Related Third Parties and designated Affiliates, with non-escort badges at the Launch Site, launch complex and Satellite encapsulation area. In each case, the access rights of Customer, its Related Third Parties and designated Affiliates shall be subject to applicable regulatory, confidentiality, security and/or safety limitations.

10.2 Access to Information. Subject to applicable regulatory, confidentiality, security and/or safety limitations, Customer, its Related Third Parties and designated Affiliates shall have access to: (i) for ordinary course activities under the Contract, information required to be provided or made available under the SOW; (ii) in connection with the Dispenser, all designs, parts, processes, test plans and results, procedures and all other data related to failures or defects and related documentation; and (iii) if there is failure or non-conformance specifically related to a Launch Service, information related to any failure or non-conformance, including failure determination, remediation and resolution and associated documentation.

Article 11 LAUNCH VEHICLE QUALIFICATION

11.1 Compliant and Proven Launch Vehicle. Contractor shall provide a Launch Vehicle to perform the Launch Services under this Contract which meets or exceeds all of the following non-recurring and recurring eligibility criteria:

11.1.1 Non-Recurring Launch Vehicle Qualification Criteria

- (A) No later than [***...***]: (i) Contractor shall demonstrate compliance of the Falcon 9 [***...***] vehicle with the [***...***] set forth in [***...***] via [***...***] (in such case, [***...***] shall be [***...***] for purposes of this Contract [***...***]); and (ii) both or either of the [***...***] shall be [***...***].
- (B) If Contractor is [***...***] pursuant to Section 11.1.1(A), however as of [***...***] months [***...***] otherwise demonstrates that [***...***] comply with [***...***] set forth in [***...***], then Customer, [***...***]. Furthermore, if Contractor, as of [***...***] months [***...***], is [***...***] comply with [***...***] set forth in [***...***], respectively of [***...***], then Customer, [***...***]. For the avoidance of doubt, Contractor's [***...***] provided for in this Section 11.1.1(B) [***...***].
- (C) No later than [***...***], Contractor shall demonstrate compliance of the Falcon 9 [***...***] vehicle with the [***...***] set forth in [***...***] via [***...***]. In such case, [***...***] shall be [***...***] for purposes of this Contract [***...***].
- (D) If Contractor is [***...***] pursuant to Section 11.1.1(C), Customer, [***...***], may: (i) [***...***]; (ii) [***...***]; and/or (iii) [***...***], provide Contractor with [***...***], without prejudice to any of Customer's other rights under this Contract.
- (E) [***...***] shall be [***...***], including [***...***], through a [***...***] at least [***...***].
- (F) If Contractor is [***...***] set forth in Section 11.1.1(E), Customer, [***...***], may: (i) [***...***]; (ii) [***...***]; or (iii) [***...***].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

11.1.2 Recurring Launch Vehicle Qualification Criteria

- (A) To the extent [***...***] (if involving a [***...***], such [***...***] will be deemed to include [***...***]) has [***...***] in the flight [***...***], then Customer, [***...***].
- (B) [***...***] percent ([***...***]%).
- (C) If Contractor is [***...***] set forth in Section 11.1.2 (B), [***...***]: (i) [***...***]; (ii) [***...***]; and/or (iii) [***...***] the requirements set forth in Section 11.1.2 (B).

11.1.3 Except as otherwise indicated in Section 11.1, the Dispenser shall not be required to be flown on any of the missions provided for in this Section 11.1, however Contractor shall verify the Dispenser's compliance with the requirements of the SOW.

11.1.4 The Optional Services, to the extent applicable, shall not be required to be flown on any of the missions provided for in this Section 11.1, however Contractor shall verify compliance of the applicable Optional Services with the corresponding SOW requirements.

11.2 Conditions Applicable to Non-Recurring and Recurring Launch Vehicle Qualification Criteria. If Contractor fails to qualify (with respect to non-recurring criteria) or maintain (with respect to recurring criteria) the relevant qualification criteria provided for in Section 11.1, the following shall apply:

- 11.2.1 With the exception of a Force Majeure event, any Contractor delay provided for in Section 11.1 that results in the postponement of a Launch Date or Launch Slot for any Launch Service shall be treated as a Contractor launch schedule adjustment in accordance with Section 6.2.
- 11.2.2 Where Contractor's failure to achieve or maintain one or more qualification criteria in Section 11.1 provides Customer the right to postpone a Launch Service, including the applicable Launch Slot or Launch Date, such postponement: (i) shall be without application of any Customer delay attribution provided for in Section 6.1; (ii) any affected Payment Milestones shall be accordingly adjusted; (iii) any affected Launch Services shall be rescheduled subject to available Launch Opportunities and in accordance with the launch manifest policy set forth in Section 5.4; and (iv) at no increase to a Launch Service Price or the Contract Price.
- 11.2.3 If Contractor fails to achieve or maintain the Launch Vehicle's mass to orbit and volumetric performance requirements in the Launch Interface Requirements Document (forming part of the SOW) and Contractor is compelled to Launch fewer than [***...***] Satellites per Satellite Batch: (i) Contractor shall perform not more than [***...***] additional Launch Service intended to Launch that number of Satellites that Contractor did not previously Launch (due to the Launch Vehicle performance issues described above), up to a maximum of [***...***] additional Satellites, in accordance with the requirements of the SOW, with such additional Launch Service to be performed no later than [***...***] months following completion of the Launch Campaign Period and at no increase to the Contract Price; and (ii) the reference in Section 16.1 and 16.1.4 to "failure of [***...***] or more Satellites" will be adjusted to reflect the number of Satellites per Satellite Batch that can be accommodated by the Launch Vehicle's mass to orbit and volumetric performance capabilities.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

11.3 Notification of Material Change or Non-Compliance. Contractor shall notify Customer of any:

- (A) proposed material change (*i.e.*, any change that impacts the qualification status of a Launch Vehicle, or its compliance with the requirements of the SOW) (a “Material Change”); or
- (B) a non-compliance with the requirements of the SOW a (“Non-Compliance”),

in each case with respect to: (i) mission-specific designs, parts, processes, failures, defects and documentation; (ii) any configuration of the Launch Vehicle, Dispenser and/or the demonstrated flight domain; or (iii) ground or Launch Site elements, within [***...***] Business Days of the decision to implement the Material Change but in no instance after the Material Change itself has been implemented, and with respect to a Non-Compliance, as soon as practicable and in any event within [***...***] Business Days. Should Customer so request, Contractor shall provide Customer a briefing during which Contractor shall describe the Material Change, provide the basis for the Material Change, outline the testing/qualification plan for the Material Change, and describe the impact to the Launch Vehicle due to the Material Change. [***...***].

11.4 Failure Review Board. If any configuration of the Falcon 9, or its derivatives (with or without a Dispenser), experiences Launch Failure, then Contractor shall only perform the remaining Launch Services under this Contract after the most probable cause of the failure has been identified and corrective actions have been implemented to the satisfaction of the applicable failure review board (the “Failure Review Board”) convened by Contractor to evaluate the root cause of such failure. If Contractor has not already convened a Failure Review Board to evaluate such failure or underperformance, then Customer may give written notice to Contractor requesting that a Failure Review Board be convened. The Failure Review Board shall consist of those technical disciplines necessary to assess the failure, its cause and necessary corrective action, if any, required for future launches. Subject to applicable [***...***]. Customer, Subject to applicable [***...***]. Contractor shall [***...***] that are provided to [***...***].

Article 12

PERMITS AND APPROVALS AND COMPLIANCE WITH UNITED STATES GOVERNMENT REQUIREMENTS

12.1 Compliance with Requirements. Contractor has executed or, [***...***] months prior to the first Launch Date, shall have executed, agreements with the required United States Government agencies for use of United States Government-owned property and facilities relating to the Launch Site. Customer and Contractor agree that they shall comply with the United States Government’s laws, regulations, policies and directives as they relate to the performance of this Contract. Contractor shall provide to Customer reasonable notice (in writing) of the requirements specific to access and operate at the Launch Site. The Parties shall, before Launch, execute and deliver the Agreement for Waiver of Claims and Assumption of Responsibility, the execution of which is required by the United States Department of Transportation (14 C.F.R. Section 440.17(c)) as a condition of granting Contractor’s license to conduct Launch Activities and Launch the Satellites (“Government Cross-Waiver”).

- 12.1.1 Government Need. Customer and Contractor agree that, in the event of a DO/DX Launch that necessitates the postponement of any of Customer’s Launch Services, Contractor shall promptly notify Customer of the delay(s) and reschedule the affected Launch Service within the next available Launch Opportunity and in accordance with Section 5.4. Neither the United States Government nor the Contractor shall be liable to

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Customer for any costs or damages, including any direct, indirect, special, incidental or consequential damages or any other revenue or business injury or loss, arising out of a delay caused by such priority use of property or personnel.

12.2 Compliance with U.S. Government Export/Import Statutes and Regulations.

- 12.2.1 **Compliance with Statutes and Regulations.** Each Party hereby acknowledges that it shall comply with all applicable statutes and regulations relating to the export and import of commodities, services or technical data out of and into the United States of America.
- 12.2.2 **Transfers of Technical Data.** Each Party shall be responsible for compliance with applicable United States Government regulations relating to the transfer of technical data to the other Party or to Third Parties and Related Third-Parties.
- 12.2.3 **Notification Regarding Personnel.** Customer and Contractor hereby agree to identify and promptly notify the other Party, its Foreign Person employees, Foreign Person employees of its Related Third Parties and Foreign Person consultants of any of them who will participate in, or receive any technical data or defense services in connection with the performance of this Contract.
- 12.2.4 **Refusal to Admit or Transmit Information to Foreign Persons Not Covered.** Customer acknowledges that Contractor must refuse to admit to any meeting and refuse to transmit any technical data or provide any defense services, to a Foreign Person participant who is not covered by an applicable license or agreement issued by the United States Government and duly executed by the appropriate parties.

**Article 13
CHANGES**

13.1 Changes Generally. Customer may, at any time, direct a change within the general scope of this Contract ("Change Order").

13.2 Change Order Process. Prior to initiating a Change Order, Customer shall issue a written request to Contractor for a proposal. Within [***...***] Days of Customer's written request (or such longer period as Customer and Contractor may reasonably agree to based on the scope of the Change Order), Contractor shall provide Customer a written proposal for implementation of the contemplated Change Order, to include for each defined task: (i) [***...***]; (ii) [***...***]; and (iii) [***...***]. Contractor's proposal shall also include any proposed changes to the Launch Slot or Launch Date for any relevant Launch Service, the Milestones, the Milestone Payments or the SOW.

13.3 Contract Amendment. After receipt of Customer's written approval of Contractor's proposal submitted pursuant to Section 13.2, the Change Order shall be deemed to be a firm fixed price adjustment to the Contract and Contractor shall promptly proceed with the Change Order, and as applicable, the Parties shall execute any necessary amendment to this Contract in accordance with Section 24.1 (Amendment) within [***...***] Days of Customer's initiation of a Change Order. For the avoidance of doubt, if a Change Order is not ultimately agreed to between the Parties, it shall not otherwise alter the obligations of the Parties hereunder.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

**INDEMNITY, EXCLUSION OF WARRANTY, WAIVER OF LIABILITY
AND ALLOCATION OF CERTAIN RISKS**

14.1 NO REPRESENTATIONS OR WARRANTIES. EXCEPT AS SET FORTH IN ARTICLE 7, CONTRACTOR HAS NOT MADE NOR DOES IT MAKE ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, OPERATION, WORKMANSHIP, RESULT, CONDITION, QUALITY, SUITABILITY OR MERCHANTABILITY OR OF FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, WITH RESPECT TO THE LAUNCH VEHICLE, SUCCESS OF ANY LAUNCH OR OTHER PERFORMANCE OF ANY LAUNCH SERVICE HEREUNDER.

14.2 Waiver of Liability.

- 14.2.1 Contractor and Customer hereby agree to a reciprocal waiver of liability pursuant to which each Party agrees not to bring a claim or sue the other Party, the United States Government and its contractors and subcontractors at every tier or Related Third Parties of the other Party for any property loss or damage it sustains including, but not limited to, in the case of Customer, loss of or damage to the Satellites, or any other property loss or damage, personal injury or bodily injury, including death, sustained by any of its directors, officers, agents and employees or Related Third Parties, arising in any manner in connection with the performance of or activities carried out pursuant to this Contract, or other activities in or around the Launch Site or Satellite processing area, or the operation or performance of the Launch Vehicle or the Satellites. Such waiver of liability applies to all damages of any sort or nature, including but not limited to any direct, indirect, special, incidental or consequential damages or other loss of revenue or business injury or loss such as costs of effecting cover, lost profits, lost revenues, or costs of recovering the Satellites, from damages to the Satellites before, during or after Launch or from the failure of the Satellites to reach their planned orbit or operate properly.
- 14.2.2 Claims of liability are waived and released regardless of whether loss, damage or injury arises from the acts or omissions, negligent or otherwise, of either Party or its Related Third Parties. This waiver of liability shall extend to all theories of recovery, including in contract for property loss or damage, tort, product liability and strict liability. In no event shall this waiver of liability prevent or encumber enforcement of the Parties' contractual rights and obligations to each other as specifically provided in this Contract.
- 14.2.3 Contractor and Customer shall each extend the waiver and release of claims of liability as provided in Sections 14.2.1 and 14.2.2 to its Related Third Parties (other than employees, directors and officers) by requiring them to waive and release all claims of liability they may have against the other Party, its Related Third Parties, and the United States Government and its contractors and subcontractors at every tier and to agree to be responsible for any property loss or damage, personal injury or bodily injury, including death, sustained by them arising in any manner in connection with the performance of or activities carried out pursuant to this Contract, or other related activities in or around the Launch Site or Satellite processing area, or the operation or performance of the Launch Vehicle or the Satellites.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

- 14.2.4 The waiver and release by each Party and its Related Third Parties of claims of liability against the other Party and the Related Third Parties of the other Party extends to the successors and assigns, whether by subrogation or otherwise, of the Party and its Related Third Parties. Each Party shall obtain a waiver of subrogation and release of any right of recovery against the other Party and its Related Third Parties from any insurer providing coverage for the risks of loss for which the Party hereby waives claims of liability against the other Party and its Related Third Parties.
- 14.2.5 In the event of any inconsistency between the provisions of this Section 14.2 and any other provisions of this Contract, the provisions of this Section 14.2 shall take precedence.

14.3 Indemnification - Property Loss and Damage and Bodily Injury. Contractor and Customer each agree to defend, hold harmless and indemnify the other Party and its Related Third Parties, for any liabilities, costs and expenses (including attorneys' fees, costs and expenses), arising as a result of claims brought by Related Third Parties of the indemnifying Party, for property loss or damage, personal injury or bodily injury, including death, sustained by such Related Third Parties, arising in any manner in connection with the activities carried out pursuant to this Contract, other activities in and around the Launch Site or the Satellite processing area, or the operation or performance of the Launch Vehicle or the Satellites. Such indemnification applies to any claim for direct, indirect, special, incidental or consequential damages or other loss of revenue or business injury or loss, including but not limited to costs of effecting cover, lost profits or lost revenues, resulting from any loss of or damage to the Satellites before, during, or after Launch or from the failure of the Satellites to reach their planned orbit or operate properly.

- 14.3.1 To the extent that claims of liability by Third Parties are not covered by the third party liability insurance referred to in Section 15.1 or an insurance policy of either Contractor or Customer or are not eligible for payment by the United States Government (as provided in Section 14.4), Contractor will defend, hold harmless and indemnify Customer and its Related Third Parties from any and all claims of Third Parties, for property loss or damage, personal injury or bodily injury, including death arising in any manner from the processing, operation, testing or performance of the Launch Vehicle.
- 14.3.2 To the extent that claims of liability by Third Parties are not covered by the third party liability insurance referred to in Section 15.1 or an insurance policy of either Contractor or Customer or are not eligible for payment by the United States Government (as provided in Section 14.4), Customer will defend, hold harmless and indemnify Contractor and its Related Third Parties for any and all claims of Third Parties, for property loss or damage, personal injury or bodily injury, including death, arising in any manner from the processing, testing, operation or performance of the Satellites, or loss resulting from any loss of or damage to the Satellites before or after Launch or from the failure of the Satellites to reach their planned orbit or operate properly.
- 14.3.3 Notwithstanding Sections 14.3.2 and 14.3.3 above, Contractor shall not be obligated to defend, hold harmless or indemnify Customer for any claim brought by a Third Party against Customer resulting from any damage to or loss of the Satellites, whether sustained before or after Launch and whether due to the operation, performance, non-performance or failure of the Launch Vehicle or due to any other causes. Customer shall defend, hold harmless and indemnify Contractor for any claims brought by Third Parties against Contractor for damage to or loss of the Satellites, whether sustained before or after Launch or whether due to the operation, performance, non-performance or failure of the Launch Vehicle or due to other causes.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

- 14.3.4 The indemnification for property loss or damage, personal injury or bodily injury provided by this Section 14.3 shall be available regardless of whether such loss, damage or injury arises from the acts or omissions of the Party entitled to indemnification, or its Related Third Parties, as the case may be, unless if due to willful misconduct.
- 14.3.5 The right of either Party or Related Third Parties to indemnification under this Article is not subject to subrogation or assignment and either Party's obligation set forth herein to indemnify the other Party or Related Third Parties extends only to that Party or those Related Third Parties and not to others who may claim through them by subrogation, assignment or otherwise.

14.4 Indemnification by United States Government.

- 14.4.1 The Parties recognize that under the US Commercial Space Launch Act (the "CSLA") and subject thereto, the Secretary of Transportation shall, to the extent provided in advance in appropriations acts or to the extent there is enacted additional legislative authority to provide for the payment of claims, provide for the payment by the United States Government of successful claims (including reasonable expenses of litigation or settlement) of a Third Party against Contractor or its subcontractors, or Customer or its contractors or subcontractors, resulting from activities carried out pursuant to a license issued or transferred under the CSLA for death, bodily injury, or loss of or damage to property resulting from activities carried out under the license, but only to the extent that the aggregate of such successful claims arising out of the Launch:
- (A) is in excess of the amount of insurance or demonstration of financial responsibility required of Contractor under its license issued pursuant to the CSLA; and
 - (B) is not in excess of the level that is \$1,500,000,000 (plus any additional sums necessary to reflect inflation occurring after January 1, 1989) above the required amount of insurance or demonstration of financial responsibility required by the CSLA.
- 14.4.2 Contractor makes no representation or warranty that any payment of claims by the United States Government will be available pursuant to the CSLA. Contractor's obligation is to make commercially Reasonable Efforts to obtain such payment as may be available from the United States Government.

14.5 Indemnification - Intellectual Property Infringement.

- 14.5.1 Contractor Indemnification Contractor shall indemnify, defend and hold harmless Customer, its Related Third Parties, subsidiaries and Affiliates, its subcontractors (if any), their respective officers, employees, agents, servants and assignees, from and against all losses, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any claim, suit or other action or threat by a Third Party arising out of an allegation that: (i) Contractor's performance under this Contract; (ii) the design, manufacture or operation of the Launch Vehicle, Dispenser or Contractor's provision of Launch Services; or (iii) Customer's Exploitation of the Contractor IP, infringes any Third Party's Intellectual Property Rights ("Intellectual Property Claim").

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

- 14.5.2 Contractor Resolution or Mitigation If Contractor's performance under this Contract, the design, manufacture or operation of the Launch Vehicle, Dispenser or Contractor's provision of Launch Services, or any part thereof is enjoined or otherwise prohibited as a result of an Intellectual Property Claim, Contractor shall, at its option and expense, (i) resolve the matter so that the injunction or prohibition no longer pertains, (ii) procure for Customer the right to use the infringing item, and/or (iii) modify the infringing item so that it becomes non-infringing while remaining in compliance with the requirements of this Contract. Customer shall, at Contractor's expense, reasonably cooperate with Contractor to mitigate or remove any infringement. If Contractor is unable to accomplish (i), (ii) or (iii) as stated above, Customer shall have the right to terminate any or all of the unperformed Launch Services under this Contract and receive a refund of all payments associated thereto.
- 14.5.3 Combinations and Modifications. Contractor shall have no liability under Section 14.5.1 or Section 14.5.2 for any Intellectual Property Claim to the extent arising from (i) use of any technology, service or other deliverable furnished by Contractor to Customer under this Contract in combination with other items not provided, recommended, or approved (in writing) by Contractor, (ii) modifications of any technology, service or other deliverable after delivery by a person or entity other than Contractor unless authorized by written directive or instructions furnished by Contractor to Customer under this Contract or (iii) the compliance of any technology, service or other deliverable with specific designs, specifications or instructions of Customer.
- 14.5.4 Customer Indemnification Customer shall defend, hold harmless and indemnify Contractor and its Related Third Parties, subsidiaries and Affiliates, its subcontractors (if any), their respective officers, employees, agents, servants and assignees from and against all losses, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from any and all Intellectual Property Claims resulting from the infringement, or claims of infringement, of the Intellectual Property Rights of a Third Party, that may arise from the design, manufacture, or operation of the Satellites, ground support equipment, software and related hardware and equipment or an Intellectual Property Claim alleging that the Contractor aided or enabled infringement in the design, manufacture, or operation of the Satellites by the furnishing of Launch Services.
- 14.6 Rights and Obligations . The rights and obligations specified in Sections 14.3 and 14.5 shall be subject to the following conditions:
- 14.6.1 The Party seeking indemnification shall promptly advise the other Party in writing of the filing of any suit, or of any written or oral claim alleging an infringement of any Related Third Party's or any Third Party's rights, upon receipt thereof, and shall provide the Party required to indemnify, at such Party's request and expense, with copies of all relevant documentation.
- 14.6.2 The Party seeking indemnification shall not make any admission nor shall it reach a compromise or settlement without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed.
- 14.6.3 The Party required to indemnify, defend and hold the other harmless shall assist in and shall have the right to assume, when not contrary to the governing rules of procedure, the defense of any claim or suit or settlement thereof, and shall pay all reasonable litigation

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

and administrative costs and expenses, including attorneys' fees, incurred in connection with the defense of any such suit, shall satisfy any judgments rendered by a court of competent jurisdiction in such suits, and shall make all settlement payments.

- 14.6.4 The Party seeking indemnification may participate in any defense at its own expense, using counsel reasonably acceptable to the Party required to indemnify, provided that there is no conflict of interest and that such participation does not otherwise adversely affect the conduct of the proceedings.

14.7 Inconsistency with Government Agreement. In the event of any inconsistency between any provision of this Article 14 and Article 15, this Article 14 shall take precedence as between the Parties.

14.8 Authority to Destroy Launch Vehicle. The range safety officer or equivalent is hereby authorized to destroy, without liability or indemnity to Customer or Customer's Related Third Parties, the Launch Vehicle and the Satellites in the event that such action is determined in such range safety officer's or equivalent's sole discretion to be necessary to avoid damage to persons or property. Any operation of the Launch Vehicle automatic destruct system that causes the destruction of the Launch Vehicle or Satellites shall also be without liability to Customer or Customer's Related Third Parties.

14.9 Limitation of Liability. EXCEPT IN INSTANCES OF WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS CONTRACT UNDER ANY LEGAL OR EQUITABLE THEORY FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, OR INDEMNITIES OF ANY KIND, FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR FOR LOST REVENUE OR PROFIT ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT HOWSOEVER CAUSED, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY. EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS PROVIDED FOR IN SECTION 14.5, CONTRACTOR'S TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE SUM OF:

- (i) IF THE FIRST FIRM LAUNCH HAS NOT BEEN PERFORMED BY CONTRACTOR, THE AGGREGATE PAYMENTS MADE BY CUSTOMER FOR THE [***...***] MILESTONES IDENTIFIED IN EXHIBIT C PLUS ANY [***...***] MILESTONE PAYMENTS MADE BY CUSTOMER FOR LAUNCH SERVICES THAT HAVE NOT YET BEEN PERFORMED PLUS ANY AND ANY ACCRUED INTEREST AT THE CONTRACTOR INTEREST RATE; OR
- (ii) IF THE FIRST FIRM LAUNCH HAS BEEN PERFORMED BY CONTRACTOR, THE [***...***] MILESTONE PAYMENTS MADE BY CUSTOMER FOR LAUNCH SERVICES THAT HAVE NOT YET BEEN PERFORMED BY CONTRACTOR PLUS ANY ACCRUED INTEREST AT THE CONTRACTOR INTEREST RATE.

14.10 The Parties acknowledge that the amounts payable hereunder are based in part on the limitations set forth in this Article 14 and that such limitations are a bargained-for and essential part of this Contract. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT, THIS LIMITATION OF LIABILITY DOES NOT APPLY TO CLAIMS BASED ON FRAUD, WILLFUL MISREPRESENTATION OR WILLFUL MISCONDUCT. CONSISTENT WITH THIS LIMITATION OF LIABILITY, EACH PARTY SHALL USE REASONABLE EFFORTS TO ENSURE THAT ITS INSURER(S) WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE OTHER PARTY.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Article 15
INSURANCE

15.1 Third Party Liability Insurance. Contractor shall procure and maintain in effect insurance for third party liability to provide for the payment of claims resulting from property loss or damage or bodily injury, including death, sustained by Third Parties caused by an occurrence resulting from Insured Launch Activities. The insurance shall have limits in amounts required by the Office of the Associate Administrator for Commercial Space Transportation by license issued to Contractor pursuant to the CSLA and shall be subject to standard industry exclusions and/or limitations, including, but not limited to, exclusions and/or limitations with regard to terrorism. Coverage for damage, loss or injury sustained by Third Parties arising in any manner in connection with Insured Launch Activities shall attach upon arrival of the Satellites at the Launch Site or the Satellite processing facility (wherever located), whichever occurs first, and will terminate upon the earlier to occur of the return of all parts of the Launch Vehicle to earth or twelve (12) months following the date of Launch, unless the Satellites are removed from the Satellite processing facility other than for the purpose of transportation to the Launch Site or are removed from the Launch Site other than by Launch, in which case, coverage shall extend only until such removal. Such insurance shall not cover loss of or damage to the Satellites even if such claim is brought by any Third Party or Related Third Parties. Such insurance also shall not pay claims made by the United States Government for loss of or damage to United States Government property in the care, custody and control of Customer or Contractor. The cost of such insurance is included within the Launch Price.

15.2 Insurance Required by Launch License. Contractor shall provide such insurance as is required by the launch license issued by the United States Department of Transportation for loss of or damage to United States Government property. The cost of insurance as required by the launch license is included in the Launch Price.

15.3 Miscellaneous Requirements. The third party liability insurance shall name as named insured Contractor and as additional insured Customer and the respective Related Third Parties of the Parties identified by each Party, the United States Government and any of its agencies and such other persons as Contractor may determine. Such insurance shall provide that the insurers shall waive all rights of subrogation that may arise by contract or at law against the named insured and any additional insured.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

15.4 Launch and In-Orbit Insurance. Contractor shall provide customary support to assist Customer in obtaining Launch and In-Orbit Insurance, to the extent obtained by Customer, including: (i) supporting Customer with all necessary presentations (oral, written or otherwise), including attendance and participation in such presentations where requested by Customer; (ii) providing on a timely basis all reasonable and appropriate technical information, data and documentation; and (iii) providing documentation and answers to insurer and underwriter inquiries. In addition, Contractor shall provide any other certifications, confirmations or other information with respect to the Launch Vehicle as reasonably required by Customer's Launch and In-Orbit Insurance insurers and underwriters and shall take any other action reasonably requested by Customer or any such insurers or underwriters that is necessary or advisable in order for Customer to obtain and maintain Launch and In-Orbit Insurance on reasonable and customary terms. For the avoidance of doubt, Contractor shall not bind any first party launch and in-orbit risk insurance for any of the Launch Services to be provided for under this Contract without the prior written approval of the Customer, which shall not be unreasonably withheld. Excluding third-party launch liability insurance (which shall be purchased and maintained by Contractor), insurance coverage for the Satellites, Customer property, equipment, and personnel (and the property, equipment, or personnel of Customer's Related Third Parties) and any other insurance contemplated herein, if purchased by Customer, shall include an express waiver of subrogation as to Contractor and its Related Third Parties.

15.5 Cooperation with Regard to Insurance. Each Party agrees to cooperate with the other Party in obtaining relevant reports and other information in connection with the presentation by either Party of any claim under the insurance required by this Article 15.

15.6 Assistance with Claims for Insurance Recovery. Contractor shall cooperate with and provide reasonable support to Customer in making and perfecting claims for insurance recovery and as to any legal proceeding associated with any claim for insurance recovery. Such support shall include: (i) providing on-site inspections as required by Customer's insurers and underwriters; (ii) participating in review sessions with a competent representative selected by the insurers and underwriters to discuss any continuing issue relating to such occurrence, including information conveyed to either Party; (iii) using commercially Reasonable Efforts to secure access for the insurers and underwriters to all information used in or resulting from any investigation or review of the cause or effects of such occurrence; (iv) making available for inspection and copying all information reasonably available to Contractor that is necessary to establish the basis of a claim; and (v) supporting Customer in establishing the basis of any Total Loss, Constructive Total Loss or Partial Loss. The cooperation and support provided for in this Section 15.6 is included in the Launch Price. Customer's rights and Contractor's obligations set forth in this Article 15 are subject to applicable regulatory and confidentiality requirements.

15.7 Evidence of Insurance. For any of the insurance policies or waivers of subrogation required under this Contract, each Party shall provide the other Party with a certificate evidencing such insurance or waiver within [***...***] Days of a written request by the other Party and require its insurer(s) to provide the other Party written notice no later than [***...***] Days before cancellation or a material change in policy coverage or waiver.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Article 16
REFLIGHT

16.1 [***...***]. Customer shall [***...***], by written notice to Contractor, [***...***] (i) [***...***] with respect to [***...***]; or (ii) [***...***]:

- 16.1.1 Customer shall provide written notice to Contractor [***...***] no later than [***...***] months [***...***] to be provided for under this Contract.
- 16.1.2 The cost of [***...***] is [***...***] US dollars (\$[***...***]).
- 16.1.3 Upon receipt of Customer's notice [***...***], Contractor shall [***...***] to Customer [***...***] and Customer shall [***...***] on or before [***...***] Days after receipt of such [***...***].
- 16.1.4 If [***...***] and: (i) [***...***] with respect to [***...***]; or (ii) [***...***], Contractor shall [***...***], if Customer [***...***] provided for in this Section 16.1 [***...***]), then Contractor shall [***...***] as specified by Customer.
- 16.1.5 Contractor shall, [***...***] associated with [***...***] within [***...***] months of [***...***] by Customer, [***...***] as may be determined by [***...***]. If [***...***] under this Section 16.1 [***...***] by Customer, such [***...***] within [***...***] months [***...***] by Customer, [***...***] as may be determined by Customer.
- 16.1.6 [***...***] by Contractor for [***...***] shall be [***...***] with the requirements and specifications of the [***...***], provided however, [***...***] with the requirements of the [***...***] if the Contractor [***...***], in which case:
(i) Contractor shall [***...***] in accordance with Article [***...***]; and (ii) [***...***] shall be [***...***] in accordance with Section [***...***]. [***...***] by Customer under this Section 16.1.6 shall be [***...***] in accordance with [***...***] and, if applicable, Article [***...***].
- 16.1.7 [***...***] Days [***...***] and extend for [***...***] until the earlier of: (i) [***...***]; or (ii) [***...***].
- 16.1.8 [***...***] provided for in this Section 16.1 shall not include [***...***].
- 16.1.9 If Customer [***...***], and following Contractor's [***...***], the conditions specified in Section [***...***] have not occurred, then Contractor shall [***...***] to Customer.
- 16.1.10 If Contractor is [***...***] provided for in Section [***...***], and as a result, Contractor is [***...***] fewer than [***...***], the reference to [***...***] in Section [***...***] will be [***...***] that Contractor can [***...***].

16.2 [***...***]. Customer shall [***...***], by written notice to Contractor, [***...***]. [***...***]:

- 16.2.1 Customer shall provide written notice to Contractor [***...***] no later than [***...***] months prior to [***...***]; or (ii) [***...***] if Customer [***...***] for the applicable [***...***] prior to [***...***] such that Customer [***...***] within [***...***] months [***...***].
- 16.2.2 The price [***...***] percent ([***...***]%) [***...***].
- 16.2.3 Upon receipt of Customer's notice of [***...***], Contractor shall [***...***] to Customer [***...***] and Customer shall [***...***] on or before [***...***] ([***...***]) Days after receipt of such invoice.
- 16.2.4 If [***...***] is [***...***], then Contractor shall [***...***] as instructed by Customer.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

- 16.2.5 Contractor shall, [***...***] within [***...***] ([***...***]) months of [***...***] by Customer, [***...***]. If [***...***] by Contractor under this Contract [***...***], then [***...***] must be [***...***] within [***...***] ([***...***]) months [***...***] by Customer, [***...***] as may be determined by Customer.
- 16.2.6 [***...***] by Customer for [***...***] shall be [***...***] with the requirements and specifications of [***...***], provided however, [***...***] with the requirements of [***...***] if the Contractor [***...***], in which case: (i) Contractor shall [***...***] in accordance with Article [***...***]; and (ii) [***...***] in accordance with Section [***...***]. [***...***] by Customer under this Section 16.2.6 shall be [***...***] in accordance with [***...***] and, if applicable, Article [***...***].
- 16.2.7 [***...***] of the relevant [***...***] Days thereafter.
- 16.2.8 [***...***] provided for in this Section 16.2 shall not include [***...***].
- 16.2.9 In the event [***...***] by Customer and the conditions of Section [***...***], then Contractor shall [***...***].
- 16.2.10 If Contractor [***...***] provided for in Section [***...***], and as a result, Contractor [***...***] fewer than [***...***], the reference to [***...***] in Section [***...***] will be [***...***] that Contractor can [***...***].

Article 17 TERMINATION

17.1 Termination by Customer for Convenience. Prior to each Launch Service, and provided that Customer is not at the time in default of Section 4.4, Customer may terminate this Contract, or any Launch Service(s) under this Contract, for any reason. In the event that Customer exercises its right of termination pursuant to this Section 17.1, Contractor will be entitled to retain the amount specified in Table 17-1 below as of the date of such termination(s) of an applicable Launch Service. If Customer chooses to terminate the entire Contract pursuant to this Section 17.1, the amount set forth in Table 17-1 that Contractor is entitled to retain shall be equal to the cumulative amount associated with the termination of each Launch Service and the Non-Recurring Price under this Contract. Within [***...***] Days of the date of the termination, Contractor will refund the balance, if any, of payments received by Contractor for the terminated Launch Service(s) which are in excess of the applicable amount reflected in the table below. In the event that payments received by Contractor as of the date of Customer termination hereunder are less than the amount reflected in Table 17-1 below, Customer shall, within [***...***] Days, remit to Contractor any balance owed.

The applicable amount set forth in Table 17-1 for a termination is the fee charged to excuse Customer's performance. Customer and Contractor agree that the applicable amount set forth below does not constitute a penalty or estimate of future damages, but is a reasonable fee for Contractor excusing Customer performance at various points in time ("Termination Fee").

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

TABLE 17-1

DATE OF TERMINATION BY CUSTOMER	TERMINATION FEE AS A PERCENTAGE OF THE APPLICABLE LAUNCH SERVICE(S) PRICE (RECURRING)	TERMINATION FEE AS A PERCENTAGE OF THE APPLICABLE LAUNCH SERVICE(S) PRICE (NON- RECURRING)
...] to ***...***] months	***...***]% at ***...***] increasing to ***...***]% at ***...***] months	***...***] will result in a Fee Equal Termination at any time will result in a Fee Equal to ***...***] with respect to Non-Recurring Launch Service [***...***].
...] months to ***...***] months	***...***]% at ***...***] months [***...***] increasing to ***...***]% at ***...***] months	
...] months to ***...***] months	***...***]% at ***...***] months [***...***] increasing to ***...***]% at ***...***] months	
...] months to ***...***]	***...***]% at ***...***] months [***...***] increasing to ***...***]% at Launch Date	

Where “L” is the then currently designated Launch Date for the relevant Launch Service

17.2 Termination by Customer for Contractor Default. Provided that Customer is not at the time in default of Section 4.4, Customer may terminate any or all of the Launch Service(s) not yet performed under this Contract as a result of a Contractor default set forth in Table 17-2 below. If Customer terminates any unperformed Launch Service(s), Contractor shall within [***...***] Days refund Customer all Milestone Payments associated with such unperformed Launch Services(s), plus interest at the Contractor Interest Rate. [***...***] identified in [***...***]. If [***...***]: (i) have been [***...***] to Customer under Article [***...***]; or (ii) [***...***] to Customer, [***...***] to Customer.

TABLE 17-2

CONTRACTOR DEFAULT	APPLICABLE CONTRACT PROVISION(S)
Material Breach (Generally) : Failure to perform any material obligation under this Contract	1 – 24 (entire Contract and SOW)
Excessive Launch Postponements : Postponement of a Launch Service, including any notice of postponement of a Launch Service, of more than [***...***] months in the aggregate with respect to any Launch Service	6 (Launch Schedule Adjustments) 11 (Launch Vehicle Qualification)
Launch Vehicle Qualification Failure : Failure to achieve or maintain Launch Vehicle qualification requirements, including associated Customer remedies	11 (Launch Vehicle Qualification)
Contractor Performance Risk : Up to [***...***] months prior to commencement of the Launch Campaign Period, Contractor fails to demonstrate sufficient funds, liquidity or resources (including forecasted revenue) to perform under this Contract or fund [***...***] Days of operations at the then-current cash expenditure rate as evidenced by Contractor’s financial statements disclosed pursuant to Section 7.2	7 (Representations & Warranties) 9 (Additional Contractor and Customer Obligations Prior to Launch)

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

17.3 Termination by Contractor for Customer Payment Failure. In the event of Customer's failure to make a payment to Contractor when due, except as provided for under Section 4.5 and which has not been cured as provided for under Section 17.4 below, Contractor may terminate the affected Launch Service(s) not yet provided under this Contract and retain all payments received hereunder with respect to such Launch Service(s) not to exceed [***...***]. Contractor shall reimburse to Customer any portion of the Launch Services Price for the affected Launch Service(s) Price in excess of the foregoing termination liability within [***...***] Days of the effective date of termination of the applicable Launch Service(s).

17.4 Right to Cure. With the exception of Excessive Launch Postponements under Article 6 and the failure to achieve the non-recurring Launch Vehicle qualification requirements under Section 11.1.1 any termination under this Article 17 must be preceded by a [***...***] Day written notification that specifies the default or breach and, if relevant, the right to terminate immediately in the event that the specified default or breach is not or cannot reasonably be cured within [***...***] Days of such written notice to cure.

17.5 Nature of Termination Fees. Both Customer and Contractor agree that the amounts set forth in this Article 17 represent: (i) liquidated damages, and not a penalty, (ii) that actual damages are not adequately ascertainable and that the sums noted represent a reasonable estimate of the damages that would be owed in the event of a material breach or termination for cause, (iii) account for the circumstances existing at the time of this Contract; and (iv) a knowing and considered allocation of risks and fair compensation therefor which may arise in the event of a material breach or termination for cause. Each Party hereby expressly waives, to the extent permitted by applicable law, any defense as to the reasonableness, amount or validity of any remedy provided for this in Contract, including pursuant to this Article 17, on the grounds that such liquidated damages are void as penalties.

Article 18 **DISPUTE RESOLUTION**

Any dispute, claim, or controversy between the Parties arising out of or relating to this Contract ("Dispute"), including any Dispute with respect to the interpretation, performance, termination, or breach of this Contract or any provision thereof shall be resolved as provided in this Article 18.

18.1 Informal Dispute Resolution. Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve their Dispute informally, in a timely and cost-effective manner, as follows:

- 18.1.1 If, in connection with the performance of this Contract, a Party believes it has a Dispute with the other Party, the disputing Party shall give written notice thereof, which notice will

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

describe the Dispute and may recommend corrective action to be taken by the other Party. Contractor's Launch Program Manager shall promptly consult with Customer's Launch Program Manager in an effort to reach an agreement to resolve the Dispute.

- 18.1.2 In the event that the Contractor's and Customer's Launch Program Managers cannot resolve the Dispute within fifteen (15) Business Days of receipt of written notice, either Party may request that the Dispute be escalated, and the respective positions of the Parties shall be forwarded to the appropriate Executive Vice President (EVP) or equivalent of each Party for resolution of the Dispute.
- 18.1.3 In the event that the Contractor's EVP and Customer's EVP cannot resolve the Dispute within fifteen (15) Business Days of receipt of written notice, either Party may request that the Dispute be escalated, and the respective positions of the Parties shall be forwarded to the Chief Executive Officer (CEO) or equivalent of each Party for resolution of the Dispute.
- 18.1.4 In the event a resolution cannot be reached as provided in Sections 18.1.1, 18.1.2 or 18.1.3 above within a total of [***...***] Business Days after receipt of the written notice described in Section 18.1.1 above, either Party may proceed in accordance with Section 18.2.

18.2 Litigation. If any Dispute arising between the Parties cannot be settled pursuant to Section 18.1 (or, if a Party makes a good faith determination that (i) a breach by the other Party is such that a temporary restraining order or other preliminary injunctive relief to enforce its rights or the other Party's obligations under the provisions of this Contract is necessary or (ii) litigation is appropriate to avoid the expiration of an applicable limitations period or to preserve a superior position with respect to creditors), either Party shall have the right to bring suit.

18.3 Jurisdiction and Venue. Any suit brought shall be brought in the U.S. District Court for the Eastern District of Virginia, and the Parties hereby waive any objection to that venue and that court's exercise of personal jurisdiction over the case. Each Party hereby expressly waives any and all service of process set forth in Fed. R. Civ. P. Rule 4, and instead, each Party expressly consents to service of notice of the initiation of any action by certified mail, return receipt requested, directed to that Party as set forth in Section 8.3. The Parties hereby irrevocably consent to the exercise of personal jurisdiction by U.S. District Court for the Eastern District of Virginia concerning any Dispute between the Parties. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any Dispute.

18.4 Enforcement. Nothing in this Contract precludes a Party that prevails on any claim from initiating litigation in any appropriate forum to enter or enforce a judgment based on the court's award on that claim.

18.5 Continuing Performance. Pending final resolution of any Dispute (solely during the informal dispute resolution process described in Section 18.1), Contractor shall, unless otherwise directed by Customer in writing, perform all its obligations under this Contract, provided that Customer continues to make undisputed payments as they come due.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Article 19
CONFIDENTIALITY

19.1 Contract Provisions. Neither Party nor any of its Affiliates, subcontractors, employees, agents or consultants, shall release items of publicity of any kind, including without limitation news releases, articles, brochures, advertisements, prepared speeches, company reports or other information concerning this Contract or Proprietary Information of the other Party hereto, including the confirmation or denial of its negotiation, issuance, award or performance, without the prior express written consent of such other Party hereto.

The obligations set forth in Section 19.1 shall not apply to (i) information that is publicly available from any governmental agency or that is or otherwise becomes publicly available without breach of this Contract; and (ii) subject to Section 19.5 disclosure required by applicable law or regulation, including without limitation, disclosure required by the Securities and Exchange Commission or any securities exchange on which the securities of a Party or its Affiliate is then trading.

19.2 Definition of Proprietary Information. “Proprietary Information” means all confidential and proprietary information in whatever form transmitted, that is disclosed or made available directly or indirectly by such Party (hereinafter referred to as the “Disclosing Party”) to the other Party hereto (hereinafter referred to as the “Receiving Party”) and: (i) is identified as proprietary by means of a written legend thereon, disclosed orally as proprietary or is identified as proprietary at the time of initial disclosure and then summarized in a written document; or (ii) is information which the Receiving Party should understand from the nature of the information is confidential to the Disclosing Party. Notes and memoranda and other information prepared by the Receiving Party (but not the Receiving Party’s attorneys) that include or are derived from the Disclosing Party’s Proprietary Information shall be considered the Disclosing Party’s Proprietary Information for all purposes of this Article. Proprietary Information shall not include any information disclosed by a Party that (i) is already known to the Receiving Party at the time of its disclosure, as evidenced by written records of the Receiving Party, without an obligation of confidentiality at the time of disclosure; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) is independently developed by the Receiving Party as evidenced by written records of the Receiving Party; or (iv) is rightfully obtained by the Receiving Party from any Third Party without restriction and without breach of any confidentiality obligation by such Third Party.

19.3 Terms for Handling and Use of Proprietary Information. Subject to Section 19.2, for a period of [***...***] years after receipt of any Proprietary Information, the Receiving Party shall not disclose Proprietary Information that it obtains from the Disclosing Party to any person or entity except its employees, Affiliates (who are not competitors of the Disclosing Party), attorneys, agents, financing entities, potential and actual joint venture partners, insurance brokers or underwriters and consultants (who, in all cases, are not competitors of the Disclosing Party) who have a need to know, who have been informed of and have agreed in writing (or are otherwise subject to confidentiality obligations consistent with the obligations set forth herein) to abide by the Receiving Party’s obligations under this Article 19, and who are authorized pursuant to applicable U.S. export control laws and licenses or other approvals to receive such information. The Receiving Party shall use not less than the same degree of care to avoid disclosure of such Proprietary Information as it uses for its own Proprietary Information of like importance; but in no event less than a reasonable degree of care. Proprietary Information shall be used only for the purpose of performing the obligations under this Contract, or as the Disclosing Party otherwise authorizes in writing.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***, . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

19.4 Associate Contractor Disclosures. Any disclosure of Proprietary Information by Customer under this Contract to any Associate Contractor shall be on terms no less restrictive than those set forth in this Article 19, provided that such agreement reference that Contractor is an intended third party beneficiary.

19.5 Legally Required Disclosures. Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose Proprietary Information of the Disclosing Party (including disclosures necessary or in good faith determined to be reasonably necessary under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended), the Receiving Party shall provide the Disclosing Party with written notice thereof at least four (4) Days in advance of any such disclosure (unless such period is in contravention of a direct governmental order or subpoena) so that the Disclosing Party may seek a protective order or other appropriate remedy, or to allow the Disclosing Party to redact such portions of the Proprietary Information as the Disclosing Party deems appropriate. In any such event, the Receiving Party will disclose only such information as is legally required, and will cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain proprietary treatment for any Proprietary Information being disclosed.

19.6 Return of Confidential Information. Upon the request of the Party having proprietary rights to Proprietary Information, the other Party in possession of such Proprietary Information shall promptly return such Proprietary Information (and any copies, extracts, and summaries thereof) to the requesting Party, or, with the requesting Party's written consent, shall promptly destroy such materials (and any copies, extracts, and summaries thereof), except for one (1) copy which may be retained for legal archive purposes, and shall further provide the requesting Party with written confirmation of same; provided, however, where both Parties have proprietary rights in the same Proprietary Information, a Party shall not be required to return such information to the other Party. Nothing in this Section 19.6 shall require a Party to return or destroy computer files or records containing Proprietary Information if and to the extent such files or records were created in the ordinary course of business pursuant to such Party's automatic archiving and back-up procedures for computerized or word-processed records. The rights and obligations of the Parties under this Article shall survive any return or destruction of Proprietary Information.

19.7 No License. Except as expressly provided in this Contract, nothing in this Contract shall be construed as granting the Receiving Party whether by implication, estoppel, or otherwise, any license or any right to use any Proprietary Information received from the Disclosing Party, or use any patent, trademark, or copyright now or hereafter owned or controlled by the Disclosing Party.

19.8 Injunctive Relief. The Parties agree that, in addition to any other rights and remedies that exist under this Contract, in the event of a breach or threatened breach of this Article, the Disclosing Party shall be entitled to seek an injunction prohibiting any such breach. The Parties acknowledge that Proprietary Information is valuable and unique and that disclosure in breach of this Article may result in irreparable injury to the Disclosing Party.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Article 20
INTELLECTUAL PROPERTY

20.1 Customer IP Ownership. Customer or its licensors shall retain all right, title and interest in and to the Customer IP. Customer shall be solely responsible for all activities relating to the Customer IP, including registration, prosecution, maintenance, enforcement and defense of the Customer IP, including all costs associated therewith.

20.2 Contractor IP Ownership. Contractor or its licensors shall retain all right, title and interest in and to the Contractor IP. Contractor shall be solely responsible for all activities relating to the Contractor IP, including registration, prosecution, maintenance, enforcement and defense of the Contractor IP, including all costs associated therewith.

20.3 Contractor Rights to Exploit Customer IP. Customer hereby grants to Contractor a limited, fully paid-up, royalty-free, non-exclusive world-wide and non-transferable (except as part of a sale of the business or by operation of law) license (with right to sublicense to subcontractors) to Exploit Customer IP for the sole purpose of performing its obligations under this Contract.

20.4 Customer Rights to Exploit Contractor IP. To the extent the Dispenser and Separation System contain any Contractor IP, Contractor grants to Customer a fully paid up, irrevocable license to Exploit such Contractor IP solely for the NEXT and successor systems. For the avoidance of doubt and without limiting the foregoing, such rights include launching, using, reproducing, operating, maintaining and otherwise creating and implementing NEXT and successor systems thereof but not any Third Party systems.

Customer may sublicense the rights in Section 20.4 to Third Parties or Related Third Parties but only for the purposes authorized in Section 20.4. Any access by any Third Party or Related Third Party to Contractor Intellectual Property relating to the Contractor Intellectual Property will be under terms, including confidentiality terms, no less protective of Contractor than the terms of this Agreement provided that Customer, on a Reasonable Efforts basis, procure from the relevant Third Party or Related Third Party, agreement that Contractor is an intended third party beneficiary.

20.5 Derivative Works. If either Party or its permitted sublicensees create any derivative works of the other Party's Intellectual Property, such Party shall assign or cause its sublicensee(s) to assign all right, title, and interest in and to such derivative works to the other Party. Notwithstanding the foregoing, each Party will retain licenses to such derivative works pursuant to Sections 20.3 and 20.4.

20.6 Reservation of Rights. The licenses and rights granted in this Contract by each of the Parties hereto shall not be construed to confer any other rights to any party by implication, estoppel or otherwise as to any Intellectual Property, and the Intellectual Property Rights therein, other than the licenses and rights granted in Sections 20.3 and 20.4. All rights not specifically granted herein are reserved by the applicable Party.

20.7 Software. To the extent that any Contractor IP consists of Software and is delivered to Customer, then, in addition to any other format in which such Software is delivered, such Software shall also be delivered in source code format.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

20.8 Protection of Intellectual Property. Each Party shall protect all Intellectual Property of the other Party to which it has a right to access such Intellectual Property pursuant to this Contract, or that is or may be otherwise disclosed by such other Party, from disclosure to Third Parties in the same manner in which such Party protects its own Intellectual Property, in accordance with and subject to Article 19.

Article 21

RIGHT OF OWNERSHIP AND CUSTODY

21.1 Contractor Property. Except for the licenses granted pursuant to Article 20, Customer understands and agrees that at no time does Customer obtain title to or any ownership of or any other legal or equitable right or interest in or to any part of any Launch Vehicle, Separation System, ground support equipment or any Contractor IP contained therein, or in any other property of Contractor, whether real or personal, tangible or intangible, including without limitation hardware used or furnished by Contractor in providing Launch Services under this Contract. Such property of Contractor shall be considered between the Parties to be the property of Contractor.

21.2 Customer Property. Except for the licenses granted pursuant to Article 20, Contractor understands and agrees that at no time does Contractor obtain title to or any ownership of or any other legal or equitable right or interest in or to the Satellites or any Customer IP contained therein or any ground station or any other element of NEXT or any part thereof including without limitation hardware used or furnished in performing the obligations of Customer hereunder. Such property of Customer shall be considered between the Parties to be the property of Customer.

Article 22

FORCE MAJEURE

22.1 Neither Party shall be liable for any delay in the performance of its obligations under this Contract, or a delay or failure of performance of its first-tier contractor(s), if such delay or failure to perform is due to a Force Majeure event and provided that the affected Party seeking to invoke this Article 22 notifies the other Party in writing within five (5) Business Days after the occurrence of a Force Majeure event (or the date the affected Party reasonably became or should have become aware of the Force Majeure event), including a detailed description of the causes thereof and such Parties' Reasonable Efforts to avoid the Force Majeure event or mitigate the impact thereof, such as establishment of work-around plans, alternate sources, extended operations or other means, including use of alternate viable subcontractors. For the avoidance of doubt, failure by either Party timely to obtain any required governmental license, permit or authorization shall not be deemed a Force Majeure event.

22.2 If a delay or failure in the performance of a Party's obligations under this Contract is due to either Party or their subcontractor performing work under a DO/DX rated contract other than that to be performed under this Contract, such delay will be evaluated pursuant to the terms of this Article 22. For the avoidance of doubt, any delay due to a DO/DX rated order issued before or after EDC, where the specific impact is known or should have reasonably been known by the relevant Party and taken into account in connection with its performance obligations under this Contract, will not be considered a Force Majeure event.

22.3 If a Force Majeure event impacts a Launch Slot for any Launch Service to be performed under this Agreement, the affected Party seeking to invoke this Article 22 shall notify the other Party immediately, and as soon as possible thereafter, provide the information detailed in Section 22.1.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

22.4 Any unavailability of a Launch Site or Launch Range for reasons due to the actions or omissions of the competent Launch Site or Launch Range authority and not primarily attributable to Contractor shall be deemed to be a Force Majeure event. For the avoidance of doubt, termination of a Launch Service by the competent Launch Site or Launch Range authority (or by the Launch Vehicle's flight termination system) due to the Launch Vehicle's failure to meet the applicable Contractor and Launch Site or Launch Range safety requirements and parameters that results in the unavailability of a Launch Site or Launch Range shall not be deemed to be a Force Majeure event. Furthermore, lack of compliance with the non-recurring Launch Vehicle qualification criteria provided for in Section 11.1.1(A)(ii) shall not be excused as a Force Majeure event. If requested by the non-affected Party, the affected Party shall provide reasonable evidence or justification supporting a Force Majeure event claimed under this Section 22.4.

22.5 With respect to any Force Majeure event lasting up to [***...***] months (as applied to independent Force Majeure events in the aggregate or a specific Force Majeure event that temporarily ceases and subsequently re-occurs due to the original circumstances causing such Force Majeure event), the period of performance under this Contract with respect to the affected Launch Service(s) shall be extended without penalty by the duration of the Force Majeure event and Customer's obligation to make payments hereunder with respect to Launch Services due during the period of a Force Majeure event shall be extended for a period equal to the duration of the Force Majeure event without penalty.

22.6 With respect to any Force Majeure event lasting more than [***...***] months (as applied to independent Force Majeure events in the aggregate or a specific Force Majeure event that temporarily ceases and subsequently re-occurs due to the original circumstances causing such Force Majeure event), Customer, upon written notice to Contractor, may terminate any affected Launch Service(s) not yet performed under this Contract. In the event of such termination, Contractor shall [***...***] associated with [***...***] by Contractor [***...***]. Any [***...***] shall be [***...***] to Customer [***...***] Days of [***...***].

Article 23

EFFECTIVE DATE OF CONTRACT

23.1 The effective date of this Contract ("EDC") shall be the date when all of the following conditions have been fulfilled by Customer, as confirmed in writing promptly upon occurrence:

- (A) Signature of the Contract by both Parties, and payment by Customer of an advance payment equal to [***...***] United States dollars (US\$[***...***]) of the aggregate Launch Services Price for all Firm Launches, to occur upon the later of: (i) [***...***], or (ii) [***...***] Business Days following receipt of Contractor's invoice (such invoice to be tendered after Contract signature); and
- (B) Execution and award of the Full Scale System Development Contract for Iridium NEXT ("FSD") by Customer; and
- (C) Closing of a financing facility or short-term financing facility for the funding of all or part of Customer's payment obligations under the FSD and this Contract.

Within [***...***] Days of EDC, Customer shall provide a written notice to Contractor that sets forth: (i) designation of the applicable LIRD and Exhibits to this Contract; and (ii) [***...***] (subject to [***...***]). [***...***] if Customer's [***...***], otherwise Contractor shall [***...***] associated with [***...***].

23.2 Customer's advance payment referenced in Section 23.1(A) will be applied to amounts due under the Contract at EDC in accordance with Exhibit C.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

23.3 If [***...***] does not occur within [***...***] months of [***...***] or such later date that [***...***] Contractor to Customer within [***...***] Days and [***...***].

Article 24 MISCELLANEOUS

24.1 Amendment. Any amendment, modification or change to this Contract, including but not limited to launch requirements, changes in quantity or schedule adjustments, may only be made in writing by authorized representatives of Customer and Contractor.

24.2 Governing Law. This Contract shall be interpreted, construed and governed, and the rights of the Parties shall be determined, in all respects, according to the laws of the State of New York without reference to its conflicts of laws rules. The provisions of the United Nations Convention for the International Sale of Goods shall not be applicable to this Contract.

24.3 Waiver of Breach. The failure of either Party, at any time, to require performance of the other Party of any provision of this Contract shall not waive the requirement for such performance at any time thereafter.

24.4 Assignment General. This Contract may not be assigned, either in whole or in part, by either Party without the express written approval of the other Party, not to be unreasonably withheld or delayed.

24.4.1 By Customer. Notwithstanding the foregoing, Customer may, subject to applicable regulatory and confidentiality limitations, assign or transfer this Contract or all its rights, duties, or obligations hereunder with written notice to Contractor, but without requiring Contractor's approval: (i) to an Affiliate of Customer that has equivalent or greater financial resources as Customer; (ii) to any entity which, by way of merger, consolidation, or any similar transaction involving the acquisition of substantially all the stock, equity or the entire business assets of Customer succeeds to the interests of Customer; provided in either case the assignee, transferee, or successor to Customer has expressly assumed all the obligations of Customer and all terms and conditions applicable to Customer under this Contract and has equivalent or greater financial resources as Customer; (iii) to any designee or customer of Customer or any Affiliate thereof provided that Customer remains primarily liable to Contractor for any payment obligation hereunder; (iv) to any Affiliate of Customer not meeting the requirements of items (i) or (iii), provided that Customer provides to Contractor an Affiliate guarantee addressing the payment obligations of the relevant Customer Affiliate in a form reasonably agreed by Contractor; or (v) to Customer's lenders or financing entities in connection with the granting of security as provided for in this Section 24.4.

24.4.2 By Contractor. Notwithstanding the foregoing, Contractor may: (a) assign or transfer this Contract or all of its rights, duties, or obligations hereunder, or (b) be subject to a change in Control or ownership, in each case with written notice to Customer, but without requiring Customer's approval to: (i) any Affiliate of Contractor that has equivalent or greater financial resources as Contractor; or (ii) any person or entity which, by way of merger, consolidation, or any similar transaction involving the acquisition of substantially all the stock, equity or the entire business assets of Contractor succeeds to the interests of Contractor and has expressly assumed all the obligations of Contractor and all terms and conditions applicable to Contractor under this Contract.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

24.4.3 **Security Interests.** Customer, upon prior written notice to Contractor, may grant security interests in its rights hereunder to lenders that provide financing for the performance by Customer of its obligations under this Contract or for the subject matter hereof. In the event that either Party is sold to or merged into another entity, its responsibilities under this Contract shall not be altered and the successor organization shall be liable for performance of such Party's obligations under this Contract. If requested by Customer, Contractor shall provide its written consent to such assignment (including the execution by Contractor of a direct agreement or consent and agreement in favor of the facility agent on behalf of Purchaser's lenders and any financing parties, in a form reasonably satisfactory to such agent and Contractor, and customary for international structured financings) on terms and conditions as may be requested by Customer's lenders.

24.5 **Lender Requirements.** The Parties recognize that certain of Customer's Milestone Payment obligations under this Contract may be financed through external sources. Notwithstanding anything to the contrary in this Contract, and except for the restrictions and conditions set forth in Article 19, Contractor shall provide to any of Customer's lenders or financing entities any information that such lender or financing entity reasonably requires and shall reasonably cooperate with such lender or financing entity and Customer to implement such financing. Contractor agrees to negotiate in good faith and issue such documents as may be reasonably required by any Customer lender or financing entity to implement such financing, including a contingent assignment of this Contract to such lender or financing entity, under terms reasonably acceptable to Contractor, but in no event shall Contractor be obligated to agree to anything (including agreement to make modifications to this Contract, SOW or LIRD) that would impair, create a risk to, or otherwise prejudice its rights and benefits hereunder, increase its liabilities or obligations hereunder or create a security interest in any Launch Vehicle or its components (excluding the Dispenser) in favor of Customers lenders or financing entities.

24.6 **Entire Agreement.** This Contract constitutes the entire agreement and understanding between the Parties. No other promises or representations, either verbal or written, with the exception of duly executed subsequent written modifications to the Contract shall have any force or effect in regard to the contractual obligations of the Parties herein.

24.7 **Severability.** The invalidity, unenforceability or illegality of any provision hereto shall not affect the validity or enforceability of the other provisions of this Contract, which provisions shall remain in full force and effect.

24.8 **Survival.** Notwithstanding any other provision to the contrary, and in addition to any other provision in this Contract stated to survive the termination or expiration of this Contract, the provisions contained in [***...***] shall survive the termination or expiration of this Contract.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the Day and year first above written:

For Customer

For Contractor

IRIDIUM SATELLITE LLC

SPACE EXPLORATION TECHNOLOGIES CORP.

Signature: /s/ [John Brunette]
Name: John Brunette
Title: Chief Legal & Administrative Officer

Signature: /s/ [Elon Musk]
Name: Elon Musk
Title: Chairman and CEO

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

EXHIBIT A
STATEMENT OF WORK

[***...***]

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

EXHIBIT B
LAUNCH SCHEDULE

Firm Launch Mission

[***...***]

**Start Date of
Launch Slot**

[***...***]

Launch Date

[***...***]

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

EXHIBIT C
MILESTONE PAYMENT SCHEDULE

[***...***] Milestones

The [***...***] milestones and selection of either Table C.1 or C.2 shall be in accordance with Article 23. Milestone dates in Tables C.1 and C.2 assume [***...***].

Table C.1 [*...***] Program**

Milestone	Milestone Due Date	Milestone Payment %	Milestone Payment (US\$)
[***...***]	[***...***]	[***...***]%	\$[***...***]
Total [***...***] Payments		[***...***]%	\$[***...***]

Table C.2 [*...***] Program**

Milestone	Milestone Due Date	Milestone Payment %	Milestone Payment (US\$)
[***...***]	[***...***]	[***...***]%	\$[***...***]
Total [***...***] Payments		[***...***]%	\$[***...***]

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

EXHIBIT C

MILESTONE PAYMENT SCHEDULE (CONTINUED)

[REDACTED] Milestones

Table C.3 identifies the [REDACTED] Milestone [REDACTED] for [REDACTED] Firm Launches for either of [REDACTED], depending on [REDACTED].

Table C.3 [REDACTED]

No	[REDACTED] (Months)	Milestone	[REDACTED](%)	[REDACTED](US\$)	[REDACTED](%)	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]%	\$(REDACTED)	[REDACTED]%	[REDACTED]
Launch Service Price			[REDACTED]%	\$(REDACTED)	[REDACTED]%	[REDACTED]
[REDACTED]						

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [REDACTED]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

**EXHIBIT D
OPTIONAL SERVICES**

[***...***] Options	[***...***]		Non-Recurring Price	Price Per Launch Service	Per Occurrence Price
	Exercise Date [***...***]	[***...***] Exercise Date [***...***]			
[***...***]	L-[***...***]; L-[***...***]	L-[***...***]; L-[***...***]	\$[***...***]	\$[***...***]	\$[***...***]
[***...***]	L-[***...***]	L-[***...***]	\$[***...***]	\$[***...***]	\$[***...***]
[***...***]	L-[***...***]	L-[***...***]	\$[***...***]	\$[***...***]	\$[***...***]
[***...***]	L-[***...***]	L-[***...***]	\$[***...***]	\$[***...***]	\$[***...***]
[***...***]	L-[***...***]	L-[***...***]	\$[***...***]	\$[***...***]	\$[***...***]

Table D.2

[***...***] Specific Options [***...***]	[***...***]		Non-Recurring Price	Price Per Launch Service	Per Occurrence Price
	Exercise Date [***...***]	[***...***] Exercise Date [***...***]			
[***...***]	L-[***...***]	L-[***...***]	\$[***...***]	\$[***...***]	\$[***...***]
[***...***]	L-[***...***]	L-[***...***]	\$[***...***]	\$[***...***]	\$[***...***]

General Conditions Applicable to the Optional Services described above:

- Each Optional Service shall be elected by Customer by [***...***], in accordance with Article [***...***], on or prior to the applicable [***...***].
- The [***...***]: (a) shall be [***...***] on a [***...***] basis in the event a [***...***] in accordance with Article [***...***]; and (b) may be [***...***] by Customer and Contractor.
- The [***...***] as referred to in [***...***] (if applicable) of each Optional Service elected by Customer shall be [***...***] by Contractor as follows: (a) [***...***] on the date following [***...***] when Customer [***...***] to Contractor; and (b) [***...***] upon [***...***]. Any such [***...***] by Contractor [***...***] by Customer shall be [***...***] by Customer within [***...***] Days.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

-
4. The [***...***] as referred to in [***...***] (if applicable) of each Optional Service elected by Customer shall be [***...***] by Contractor as follows: (a) [***...***] on the date following [***...***] when Customer [***...***] to Contractor; (b) [***...***] upon [***...***] and (c) [***...***] upon [***...***]. Any such [***...***] by Contractor [***...***] by Customer shall be [***...***] by Customer within [***...***] Days.
 5. For the sake of clarity, Customer may [***...***] on a [***...***] basis, subject to the terms and conditions of this Agreement.
 6. Performance of [***...***] shall be subject to the requirements set forth in Section [***...***].
 7. Prices for each Optional Service [***...***] in the event such Optional Service(s) are [***...***]. In each case, the price of the Optional Service(s) shall be [***...***]. If [***...***], such [***...***] shall be [***...***]. Otherwise, [***...***], shall be [***...***]:

[***...***] Price = \$[***...***] = \$[***...***]

[***...***] = \$[***...***] = \$[***...***]

Therefore, [***...***], is \$[***...***].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

EXHIBIT E
ADDITIONAL LAUNCH PRICE

A. Additional Launch Option [*...***]**

If Customer exercises an Additional Launch [***...***]. If the resulting amount [***...***], such [***...***] shall be [***...***], the amount set forth in [***...***] shall be [***...***].

B. Additional Launch Option Exercised [*...***]**

For a Launch Date [***...***], the price of the Additional Launch shall be calculated using the following formula:

[***...***]

If the resulting amount is [***...***], otherwise, the amount set forth in [***...***] shall be [***...***].

C. Additional Launch Milestone Payments

Milestone Payments for such Additional Launch shall be calculated based upon [***...***]. For any Additional Launch exercised by Customer [***...***] prior to [***...***] is exercised pursuant to Section 2.1.2, will be [***...***].

D. Application of Additional Launch Reservation Fee

The [***...***] US Dollars (US\$[***...***]) Additional Launch reservation fee, to the extent paid by Customer pursuant to Section 2.1.2, shall be added to the Additional Launch price as determined in Section A or B above, to determine the final Launch Service price for the applicable Additional Launch.

Table E.1. [***...***]

[***...***] Additional Launch Price, [***...***]						
[***...***]	[***...***]	[***...***]	[***...***]	[***...***]	[***...***]	[***...***]
[***...***]	\$[***...***]	\$[***...***]	\$[***...***]	\$[***...***]	\$[***...***]	\$[***...***]
[***...***]	\$[***...***]	\$[***...***]	\$[***...***]	\$[***...***]	\$[***...***]	\$[***...***]

Table E.2. Payment Profile

No	Milestone	Milestone	Milestone Payment
[***...***]	[***...***] Dates	[***...***]	(%)
	[***...***]	[***...***]	[***...***]%
		Additional Launch price Sub Total	[***...***]%
		Reservation Fee	\$[***...***]
		Final Launch Service Price	Sub Total plus \$[***...***]

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

E. Illustrative Example Cases

For illustrative purposes only the following examples are provided: [***...***].

Example 1: [***...***].

[***...***]

[***...***] Price = \$[***...***]

[***...***]. The payment profile in this example would be the following:

No	Milestone Completion Nominal Dates	Milestone	Milestone Payment (%)	Milestone Payment (US\$)
[***...***]	[***...***]	[***...***]	[***...***]%	\$[***...***]

Example 2: [***...***].

[***...***]

[***...***] Price = \$[***...***]

[***...***]

Price of Additional Launch = \$[***...***] = \$[***...***]

[***...***]. The payment profile in this example would be the following:

No	Milestone [***...***] Dates	Milestone	Milestone Payment (%)	Milestone Payment (US\$)
[***...***]	[***...***]	[***...***]	[***...***]%	\$[***...***]

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

**EXHIBIT F
DISCLOSURES**

Pending/Threatened Litigation

In accordance with Section 7.3 of the Contract for Launch Services, dated as of March 19, 2010, between Iridium Satellite LLC and Space Exploration Technologies Corp. (“SpaceX”), please be advised of the following circumstances which, if ultimately resolved in a manner adverse to SpaceX, could have a material adverse effect on SpaceX:

1. PlanetSpace Inc., which bid on but was not awarded any of NASA’s \$3.5B Commercial Resupply Services (“CRS”) contract, filed an official bid protest with the U.S. Government Accounting Office (“GAO”) in December of 2008. As awardees of the CRS contract, SpaceX and Orbital Sciences Corporation (“Orbital”) each participated in the GAO bid protest proceedings. In May of 2009, the GAO concluded that NASA’s award of the CRS contract to SpaceX and Orbital was proper and denied relief to PlanetSpace. In July of 2009, PlanetSpace filed a bid protest action against the United States challenging NASA’s CRS award decision in the U.S. Court of Federal Claims. The Complaint is currently pending and SpaceX has intervened in the proceeding.
2. [***...***].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST.
OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

A MENDED AND R ESTATED C ONTRACT
Boeing No. BSC-2000-001

BETWEEN

I RIDIUM C ONSTELLATION LLC

AND

T HE B OEING C OMPANY

F OR

T RANSITION , O PERATIONS AND M AINTENANCE , E NGINEERING
S ERVICES , AND R E -O RBIT
OF THE

I RIDIUM C OMMUNICATIONS S YSTEM

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Execution Version

List of Amendments
to
the Original Contract

<u>Amendment Number</u>	<u>Description</u>
001	See Amendment #001 Summary
002	Annex 5, Paragraph 2.2.5
003	Article 20 - Added EEOC
004	Add Annex 11, "Letter of Credit"
005	Add Annex 12, "Letter of Credit for March 2003" Payment Draw Down
006	Amended and Restated Contract
007	De-orbit Price Revision
008	Added Annex 17, "Group Call Functionality"
009	Revised Revenue Sharing
010	Amended and Restated Contract: Retirement of Promissory Notes and Personal Property Liens and Revise Letter of Credit
011	Discontinuance of Additional Fee Payments; Revised EPA
012	Added Annex 18, "Broadband Functionality"
013	CY 2006 T&M Billing Rate(s) for Special Projects

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

ARTICLE 1.	SUBJECT MATTER OF CONTRACT	2
ARTICLE 2.	PRICE, TAXES, AND PAYMENT	14
ARTICLE 3.	OWNER-FURNISHED FACILITIES, EQUIPMENT, INFORMATION, AND THIRD-PARTY MAINTENANCE AND TECHNICAL SUPPORT AGREEMENTS	14
ARTICLE 4.	CHANGES	16
ARTICLE 5.	ACCEPTANCE, INSPECTIONS AND QUALITY CONTROL	16
ARTICLE 6.	DELIVERY	17
ARTICLE 7.	EXCUSABLE DELAY	17
ARTICLE 8.	INDEMNIFICATION/INSURANCE	18
ARTICLE 9.	RE-ORBIT RIGHTS AND OBLIGATIONS	21
ARTICLE 10.	ASSIGNMENT	24
ARTICLE 11.	LIMITED WARRANTY	24
ARTICLE 12.	TERMINATION FOR DEFAULT	26
ARTICLE 13.	DEFAULT BY OWNER	27
ARTICLE 14.	LIMITATION OF LIABILITY	27
ARTICLE 15.	INTELLECTUAL PROPERTY	28
ARTICLE 16.	DISPUTE RESOLUTION	29
ARTICLE 17.	EXPORT CONTROL	30
ARTICLE 18.	PERMITS AND LICENSES	31
ARTICLE 19.	DISCLOSURE AND USE OF INFORMATION BY THE PARTIES	31
ARTICLE 20.	NONDISCRIMINATION, EQUAL OPPORTUNITY, AND OTHER REQUIREMENTS	32
ARTICLE 21.	NOTICES	33
ARTICLE 22.	MISCELLANEOUS	33
ANNEX 1	IN-ORBIT INSURANCE POLICY	37
ANNEX 2	RESERVED	38
ANNEX 3	STATEMENT OF WORK FOR IRIDIUM ® SYSTEM OPERATIONS AND MAINTENANCE	39
ANNEX 4	STATEMENT OF WORK FOR IRIDIUM ® SYSTEM RE-ORBIT	54
ANNEX 5	PRICE AND PAYMENT SCHEDULE	57
ANNEX 6	BASELINE TASK ORDERS FOR TASK-ORDERED O&M SERVICES	65

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

ANNEX 7	DISPUTE RESOLUTION PROCEDURES	66
ANNEX 8	RESERVED	69
ANNEX 9	U.S. GOVERNMENT INDEMNIFICATION CONTRACT	70
ANNEX 10	RESERVED	71
ANNEX 11	RESERVED	72
ANNEX 12	RESERVED	73
ANNEX 13	BINDER LETTERS FROM OWNER'S INSURANCE AGENT	74
ANNEX 14	INSURANCE AGENT'S LETTER CONFIRMING SCHEDULE A RISKS ARE COVERED WHEN SCHEDULE B IS IN EFFECT	75
ANNEX 15	SF30 EVIDENCING USG APPROVAL TO CHANGE IN-ORBIT INSURANCE POLICY	76
ANNEX 16	RESERVED	77
ANNEX 17	GROUP CALL FUNCTIONALITY	78
ANNEX 18	BROADBAND FUNCTIONALITY	79
APPENDIX 1	REFERENCED DOCUMENTS FOR AMENDED AND RE-STATED CONTRACT BOEING NO. BSC-2000-001	

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

AMENDED AND RESTATED CONTRACT

THIS AMENDED AND RESTATED CONTRACT (including all annexes and addenda hereto, as amended, modified or supplemented from time to time hereafter, this “ **Contract** ”) is made and entered into as of May 28, 2010 (the “ **Effective Date** ”) between **IRIDIUM CONSTELLATION LLC** , a Delaware limited liability company (“ **Owner** ”), whose obligations arising hereunder shall be guaranteed by Iridium Satellite LLC, also a Delaware limited liability company and the parent of Owner (“ **Iridium Satellite** ”), and **THE BOEING COMPANY** , a Delaware corporation (“ **Boeing** ”) (Owner and Boeing are each referred to as a “ **Party** ” and collectively referred to as the “ **Parties** ”).

PREAMBLE

WHEREAS, Owner and Boeing are parties to a Contract (Boeing No. BSC-2000-001) for Transition, Operations and Maintenance, Engineering Services, and Re-Orbit of the Iridium Communications System, dated as of December 11, 2000 (as heretofore amended by Amendments Number 001 through 013, the “ **Original Contract** ”), pursuant to which Boeing provides, among other things, operations and maintenance services in support of the Iridium Communications System, defined below;

WHEREAS, the Parties have agreed to amend and restate the Original Contract to provide, among other things, (i) for annual price reductions for the operations and maintenance services provided to Owner by Boeing hereunder and (ii) Owner with the ability to achieve additional scope of work and cost reductions on the terms and subject to the conditions set forth in this Contract (including as a result of the conversion of this Contract, for most services provided by Boeing to Owner hereunder, from a firm fixed price contract to a Time & Materials Capped Price or T&M CP contract, defined below); and

WHEREAS, it is the Parties’ intention that Boeing’s responsibilities under this Contract shall be equivalent in all material respects with Boeing’s responsibilities performed under the Original Contract, including that: (i) as of the Effective Date and subject to future O&M Scope Modifications, as defined below, Task-Ordered O&M Services, as defined below, shall include all services previously provided by Boeing to Owner under the Original Contract (other than Special Projects (as defined in the Original Contract)), including Steady State O&M Services (as defined in the Original Contract); (ii) as of the Effective Date and subject to future O&M Scope Modifications, Boeing’s responsibilities for overall end-to-end technical and programmatic maintenance of the ICS shall be identical to those provided under the Original Contract; and (iii) the compensation payable to Boeing by Owner under this Contract for Task-Ordered O&M Services pursuant to this Contract shall be subject to a maximum annual amount as provided in Article 1.4.2.4.

WHEREAS, in partial consideration of the amendment and restatement of the Original Contract, Owner and Boeing have agreed to enter into the NEXT Contract, defined below, pursuant to which Boeing will receive a significant role in the development and operation of the Iridium

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

NEXT System, as defined below;

NOW THEREFORE, the Parties agree to amend and restate this Contract to continue performance under the following terms and conditions:

CONTRACTING TERMS AND CONDITIONS

Article 1. Subject Matter of Contract

1.1 Background

1.1.1 Amendment and Re-Statement of Original Contract . Boeing and Owner have heretofore entered into the Original Contract. The Parties wish to amend and restate the Original Contract in its entirety as herein set forth as of the Effective Date.

1.1.2 Steady State O&M Services Transition to Task-Ordered O&M Services . Under the Original Contract, Boeing performed the Steady State O&M Services on a firm fixed price basis. From and after the Effective Date, the Steady State O&M Services shall be discontinued and replaced by the Task-Ordered O&M Services, which shall performed on a T&M CP basis, defined below, subject to the Annual O&M Price Cap, defined below.

1.1.3 Special Projects Transition to Task-Ordered Engineering Non-O&M Services . Under the Original Contract, Boeing performed engineering support services for projects outside the scope of the Steady State O&M Services which pertained to the addition of new functionality to the ICS and which were incorporated pursuant to Annexes 17 and 18 to the Original Contract (“ **Special Projects** ”). Special Projects were performed on a Time & Materials basis. From and after the Effective Date of this Contract, Special Projects shall be discontinued and replaced by the Task-Ordered Engineering Non-O&M Services.

1.1.4 Re-Orbit . Under the Original Contract, Boeing was obligated to perform Re-Orbit, subject to the terms of Articles 9.4, 9.5 and/or 9.6 thereof, on a firm fixed price basis. From and after the Effective Date of this Contract, Boeing’s obligations to perform Re-Orbit shall continue under this Contract, subject to the terms of Articles 9.4, 9.5 and/or 9.6 of this Contract.

1.1.5 Group Call Functionality . Boeing and Owner have agreed that, concurrent with the execution and delivery of this Contract, Boeing, Boeing Management Company, a wholly owned subsidiary of Boeing (“BMC”), Owner and Iridium Satellite shall enter into Intellectual Property Rights License Agreement No. BMC-2010-1455, pursuant to which BMC and Boeing shall, among other things, license to Iridium Satellite certain intellectual property rights related to the Group Call Functionality as defined in Annex 17, upon Boeing’s receipt of the consideration specified in the Intellectual Property Rights License Agreement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

1.1.6 Motorola as Third-Party Beneficiary . The Parties acknowledge that Motorola, Inc. (“ **Motorola** ”) is an express third-party beneficiary of certain provisions of the Original Contract as set forth therein and that neither of the Parties intends that this Contract nor any of the amendments to the Original Contract effected hereby are intended to affect any of their respective obligations to Motorola thereunder, all of which shall remain in full force and effect pursuant to the terms of this Contract. Conferring such third-party benefits to Motorola is a material part of this Contract and Motorola may enforce such provisions directly against either Party, as applicable.

1.1.7 U.S. Government Indemnification Contract Obligations . The Parties further acknowledge that each of them has certain obligations to the United States of America under the U.S. Government Indemnification Contract, defined below, and that neither this Contract nor any of the amendments to the Original Contract effected hereby are intended to affect any of those obligations.

1.1.8. Boeing Obligations . Boeing will provide to Owner program management, engineering, technical, operations and maintenance, and administrative resources necessary to accomplish the Services, as provided in Article 1.4 hereof.

1.2 Definitions

1.2.1 “ **Affiliate** ” means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity.

1.2.2 “ **Annual O&M Price Cap** ” has the meaning given such term in Article 1.4.2.4 hereof.

1.2.3 “ **Claims** ” means any and all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever.

1.2.4 “ **Contract** ” has the meaning given to such term in the first introductory paragraph of this Contract.

1.2.5 “ **Control** ” and its derivatives means, with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of such entity’s capital stock (or other ownership interest, if not a corporation) ordinarily having voting rights.

1.2.6 “ **Deliverable** ” means Intellectual Property, hardware, software or other information, data, and/or technology prepared or procured by Boeing pursuant to this Contract, including any Task Order hereunder, or otherwise.

1.2.7 “ **De-orbit** ” means the removal (whether in a controlled, uncontrolled, natural or spontaneous manner) of ICS satellites and related devices, including but not limited to,

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

the orbit, Re-Orbit, descent and re-entry through low earth orbit and the earth's atmosphere, and landing or falling on or near any part, surface, structure or other object, animate or inanimate, above, on, at, near, or below the earth's surface.

1.2.8 “**Excusable Delay**” means any of the items listed in Article 7 (Excusable Delay).

1.2.9 “**ICS Useful Life**” means the useful life of the ICS as measured by the ability of the ICS to function as a global voice communication system as determined by Owner within its complement of sixty-six (66) or fewer LEO operational satellites.

1.2.10 “**Iridium Communications System**” or “**ICS**” means the complete, integrated, satellite-based, digitally-switched communications system currently operated by Owner and/or its Affiliates. This term refers collectively to the Space Segment, System Control Segment, Gateways, Teleport Network, and Technical Support Center and expressly includes enhancements and additions to the Gateways and its evolution as required to support continuing ICS operations, but expressly excludes any element of the Iridium NEXT System.

1.2.11 “**Iridium NEXT System**,” “**Iridium NEXT**” or “**NEXT**” means the new, updated or enhanced satellites of a Space Segment and, upon written notice from time to time to Boeing from Owner, such new, updated or enhanced ground elements (including the Serviced Facilities and System Control Segment as well as Gateways and Teleport Network, all as further defined in the NEXT Contract) and such ground elements redeployed from the ICS, and their related software and equipment, deployed in connection with Iridium's and/or its Affiliates' proposed second generation complete, integrated, satellite-based, digitally switched communication system. NEXT does not include the ICS, except such ground elements redeployed from the ICS, and their related software and equipment, which have been designated as an element of NEXT pursuant to Owner's notice to Boeing as provided in this Article 1.2.11.

1.2.12 “**NEXT Contract**” means the Iridium NEXT Support Services Agreement between Iridium Constellation LLC, a Delaware limited liability company, and The Boeing Company for Support Services for Iridium NEXT, dated May 28, 2010, as amended from time to time.

1.2.13 “**O&M Scope Modification**” means an Owner-directed addition, deletion or modification of specified Services under the Task Ordered O&M Services.

1.2.14 “**Re-Orbit**” means the removal of functional ICS satellites from operational or storage orbits, and preparation of the satellites for re-entry into the earth's atmosphere, including, without limitation, venting of all remaining fuel, depressurizing the batteries and turning off the electronics, all in a professionally competent manner and as described in Annex 4 of this Contract.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

1.2.15 “ **Services** ” means all services to be rendered in accordance with Article 1.4 hereof, including but not limited to Task-Ordered O&M Services, Task-Ordered Non-O&M Engineering Services, Deliverables, and Re-Orbit.

1.2.16 “ **Statement of Work** ” means the various individual Statements of Work for efforts to be provided under this Contract, as more fully defined in Article 1.4 hereof, as the same may from time to time be amended or modified, whether singularly and/or collectively.

1.2.17 “ **Steady State O&M Services** ” means the ICS engineering, systems analysis, operations and maintenance services performed or required to be performed by Boeing under the Original Contract in accordance with the then-current Annex 3 Statement of Work for Iridium System Steady State Operations and Maintenance.

1.2.18 “ **Task Order** ” means a written order issued pursuant to the terms of this Contract which describes the requirements, Deliverables, pricing, special terms and conditions and other Services as agreed to by the Parties.

1.2.19 “ **Task Order Target Price** ” means the estimated total dollar value of a Task Order, calculated by multiplying estimated direct labor hours specified in the Task Order by the then-applicable T&M Hourly Rates (as defined in Annex 5 of this Contract).

1.2.20 “ **Task-Ordered Non-O&M Engineering Services** ” has the meaning given to such term in Article 1.4.3 hereof.

1.2.21 “ **Task-Ordered O&M Services** ” means ICS engineering, systems analysis, operations and maintenance Services as directed by Owner pursuant to Task Orders and/or the Annex 3 Statement of Work for Iridium System Operations and Maintenance.

1.2.22 “ **Time & Materials** ” or “ **T&M** ” means a contract basis where payment is made for: (i) the delivery of direct labor hours at an agreed upon fixed hourly rate; and (ii) the reimbursement of related direct non-labor expenses; all pursuant to a specified scope of work.

1.2.23 “ **Time & Materials Capped Price** ” or “ **T&M CP** ” has the meaning given to such term in Article 1.4.2.4.1 hereof.

1.2.24 “ **U.S. Government Indemnification Contract** ” means the Indemnification Contract, dated December 5, 2000, among Iridium Satellite, Boeing, Motorola, and the United States of America, a copy of which is attached hereto as Annex 9, as the same may be amended from time to time.

1.2.25 Additional definitions are as set forth in the various Articles, Statements of Work and Annexes referenced in this Contract.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

1.3 Period of Performance.

1.3.1 The period of performance covered by this Contract shall commence on the Effective Date of this Contract and shall continue for the duration of the ICS Useful Life.

1.3.2 The period of performance shall immediately terminate upon the commencement of Re-Orbit pursuant to Articles 9.4, 9.5 and/or 9.6, provided that Boeing shall complete the Re-Orbit Statement of Work included as Annex 4 to this Contract.

1.4 Services. Boeing will perform and sell to Owner and Owner will purchase from Boeing the following Services:

1.4.1 Task-Ordered Services, General. The Task-Ordered O&M Services and the Task-Ordered Engineering Non-O&M Services shall be authorized by means of separate Task Orders. Each Task Order shall be governed by the terms and conditions of this Contract, except those terms and conditions set forth in a specific Task Order and designated therein as taking precedence over this Contract.

1.4.1.1 Format of Task Orders. Task Orders will contain at least the following: (i) the Task Order Number; (ii) scope of work and technical requirements, including if applicable type, quantity and description of Services; (iii) Deliverables; (iv) acceptance criteria; (v) performance period; (vi) required Owner furnished items or data (if applicable); (vii) Task Order Target Price; (viii) authorized labor hours by labor category and applicable T&M Hourly Rate; (ix) listing of Key Personnel assigned to Task Order; (x) special terms and conditions (if applicable); and (xi) execution by authorized representatives.

1.4.1.2 Task Order Changes. Changes to Task Orders (other than O&M Scope Modifications which are addressed in Article 1.4.1.3 below) shall be made in accordance with Article 4 (Changes), subject to Boeing's submission of a change proposal providing an estimate of the Time & Material price adjustment associated with such change, including a detailed and time-phased estimate of labor hours by labor classification to be adjusted and supported by historical labor data and other supporting information. When applicable, an agreed upon change to a Task Order will also result in a commensurate adjustment in the Annual O&M Price Cap.

1.4.1.3 O&M Scope Modifications. Owner may, from time to time, at Owner's sole discretion, and by written notice to Boeing, direct an O&M Scope Modification to one or more Task Order(s). When requested by Owner, Boeing will cooperate with Owner to identify and make recommendations to Owner regarding potential areas for such O&M Scope Modification, including impact to delivered service (including availability, reliability, risk, QoS, user experience, etc). In the event an O&M Scope Modification to a Task Order is directed by Owner, then: (i) Boeing shall immediately acknowledge receipt of the O&M Scope Modification in writing to Owner and begin performance thereof; (ii) Boeing shall submit a change proposal with an estimate of the Time & Material price reductions associated with such change, including

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

a detailed and time-phased estimate of labor hours by labor classification to be reduced and supported by historical labor data and other supporting information; and (iii) Owner shall make an equitable adjustment in the Task Order Target Price and/or delivery schedule by amendment to such Task Order and in the Annual O&M Price Cap. Any dispute regarding the equitable adjustment of a Task Order or the O&M Price Cap made pursuant to an O&M Scope Modification shall be resolved in accordance with Article 16 (Dispute Resolution) of this Contract. The Parties acknowledge and agree that the foregoing change provisions shall apply to all O&M Scope Modifications issued pursuant to this Article and that Article 4 (Changes) shall not apply.

1.4.2 Task-Ordered O&M Services . As of the Effective Date, Boeing shall perform the Task-Ordered O&M Services.

1.4.2.1 Baseline Task-Ordered O&M Services . As of the Effective Date, the Task-Ordered O&M Services shall include all Services previously provided under the Original Contract (other than Special Projects), including the Annex 3 Statement of Work for Iridium System Steady State Operations and Maintenance included therein and in effect immediately prior to the Effective Date of this Contract (“**Baseline Task-Ordered O&M Services**”). Subject to the provisions of Article 1.4.2.1.1, the Baseline Task-Ordered Services are specified in the series of Task Orders listed in Annex 6 hereof. The Baseline Task-Ordered O&M Services shall be subject to change only pursuant to an O&M Scope Modification.

1.4.2.1.1 Services Deemed Included in Baseline Task-Ordered O&M Services . Notwithstanding anything in this Contract to the contrary, in the event one or more Task Order(s), including those listed in Annex 6 hereof, omits any Baseline Task-Ordered O&M Services, other than those Services which have been omitted pursuant to an O&M Scope Modification, such Services shall be deemed to be included in such Task Order, and Boeing shall continue to provide such Services as Task-Ordered O&M Services hereunder.

1.4.2.1.2 Boeing as Exclusive Provider of Baseline Task-Ordered O&M Services . Boeing shall be the exclusive provider of the Baseline Task-Order O&M Services through the end of the ICS Useful Life, except for: (i) Services provided under the Original Contract pursuant to Special Projects, including Annexes 17 and 18 thereof; (ii) Services that have been omitted from a Task Order pursuant to an O&M Scope Modification; or (iii) those Services as to which Boeing has lost its right to be the exclusive provider in accordance with Article 5.1 and/or Article 11.1.2 hereof. Nothing in the prior sentence will relieve Boeing of its obligation to provide Services as required by this Contract, including without limitation, Re-Orbit as contemplated by the Annex 4 Statement of Work for Iridium System Re-Orbit. For the avoidance of doubt, the preceding exclusivity will not apply to the types of services provided by non-Boeing contractors prior to the Effective Date of this Contract.

1.4.2.2 Annual Task Orders for Task-Ordered O&M Services . Task Orders for the Task-Ordered O&M Services shall be written for annual calendar year periods and the then-current Annual O&M Price Cap shall apply to all such Task Orders, as further described in Article 1.4.2.4 below.

1.4.2.2.1 Annual Project Plan for Establishing Task Orders . For each calendar year for the term of this Contract (other than the 2010 calendar year), Owner and Boeing will establish and execute new Task Orders for the upcoming annual period as described in this Article. By no later than September 30 of any year during the term of this Contract, Boeing shall submit a project plan that provides a time-phased plan by Task Order for accomplishing all projected activities to be authorized for the next succeeding annual period, including: (i) the application of labor resources, including direct labor hours, by Task Order and

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

subtask within each Task Order; (ii) the applicable labor categories and T&M Hourly Rates for such labor resources; (iii) the Task Order Target Prices and total target price for all planned Task Orders for that annual period; (iv) the sum of all Task Order Target Prices for such annual period, demonstrating that such sum is less than or equal to the Annual O&M Price Cap; (v) the sum of all direct labor hours projected for such annual period, with such hours intended to represent a target amount only and not a binding requirement for the delivery of such total direct labor hours, and with such amount not overriding the Annual O&M Price Cap for such annual period; and (vi) Boeing's proposed plan for implementing O&M efficiency improvements (additions, deletions or modifications of processes or approaches that result in a reduction of direct labor hours and/or direct labor rates) for that annual period, demonstrating to Owner, for Owner's approval, that the annual price reduction required per Annex 5, Paragraph 3.1.3 hereof will be achieved solely as a result of O&M efficiency improvements and not as a result of any O&M Scope Modification (the "**Annual Project Plan**"). The Parties acknowledge and agree that Task Orders for the O&M Task-Ordered Services for the remainder of calendar year 2010 from and after the Effective Date have been executed concurrently with the execution of this Contract.

1.4.2.2.2 Due Diligence. Prior to the final establishment of each Annual O&M Price Cap, Owner shall have the right to conduct a review on both the T&M Hourly Rates established in accordance with Annex 5, Paragraph 3.2, except that Owner shall not have access to financial information considered by Boeing to be proprietary, and the estimated hours associated with the Task-Ordered O&M Services as provided in the Annual Project Plan required pursuant to Article 1.4.2.2.1. Boeing shall provide sufficient information to Owner during the review to allow Owner to validate the Annual O&M Price Cap to be authorized for the upcoming annual period. Upon Owner's request, Owner may request that a third party designated by Owner audit all Boeing information used to support the review.

1.4.2.2.3 Monthly Review of Annual Project Plan. The Annual Project Plan prepared in accordance with Article 1.4.2.2.1 of this Contract shall be updated on a monthly basis throughout the then-current annual period to incorporate any O&M Scope Modifications or other adjustments as mutually agreed by the Parties. As part of each monthly update to the Annual Project Plan, Boeing shall provide certain historical information, including the status of all Deliverables, program schedules, and financial information as described in this Article 1.4.2.2.3, as well as any other supporting information as mutually agreed by the Parties. Boeing shall also provide: (i) actual hours and total T&M expense (hours times labor rate) delivered for each completed month in the then-current annual period; (ii) a forecast of hours and T&M expense (hours times labor rate) to be delivered for each future month during the then-current annual period; (iii) any forecasted variance from the existing Annual Project Plan in the hours and total T&M expense (hours times labor rate), either higher or lower, for each future month during the then-current annual period; and (iv) justification supporting all such forecasted monthly variances, with such justification to include the underlying work scope and programmatic priorities applicable to such future months and identifying those portions of the monthly variance that derive from an approved Project Description Document (as that term is defined in the Task Orders). If, upon reviewing the justification for any such forecasted monthly

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

variances with Boeing, Owner concurs with such forecasted monthly variance(s), then Boeing shall proceed with the work as planned for such future months. If, upon reviewing the justification for any such forecasted monthly variances with Boeing, Owner does not concur with any such forecasted monthly variance(s), then Owner shall disposition such monthly variance as follows:

(a) if the underlying work scope is related to a Task Order, excluding any work authorized pursuant to an approved Project Description Document (as that term is defined in the Task Orders), then Owner shall, at Owner's sole discretion, either: (1) reduce, modify, delay, or delete the underlying work scope pursuant to an O&M Scope Modification in accordance Article 1.4.1.3; (2) direct Boeing to comply with the then-current Annual Project Plan; or (3) coordinate with Boeing to implement another resolution satisfactory to Owner; or

(b) if the underlying work scope is authorized pursuant to an approved Project Description Document (as that term is defined in the Task Orders), then Owner shall, at Owner's sole discretion, either: (1) reduce, modify, delay, or delete the underlying work scope pursuant the terms of the Project Description Document as provided in the applicable Task Order; (2) direct Boeing to comply with the then-current Annual Project Plan; or (3) coordinate with Boeing to implement another resolution satisfactory to Owner;

however, in no event shall Owner reduce, modify, delay, or delete any underlying work scope that is required for Boeing to achieve Boeing's proposed plan for implementing O&M efficiency improvements in the Annual Project Plan as provided in Article 1.4.2.2.1 above. The Parties' agreement on one or more of such monthly variances shall not be deemed an amendment to or modification of the applicable Annual O&M Price Cap established in accordance with Article 1.4.2.4. No variance from the Annual Project Plan, whether or not mutually agreed by the Parties, shall be deemed to modify or supersede the Annual Project Plan established in accordance with Article 1.4.2.2.1, except as otherwise mutually agreed upon by the Parties. For the avoidance of doubt, Owner's approval of one or more monthly variances, whether higher or lower than the same month in Annual Project Plan, shall not: (x) require that Owner approve any subsequent monthly variance (s) for the purpose of offsetting an earlier approved monthly variance (i.e., a subsequent higher variance that offsets an earlier lower variance or vice versa); or (y) unilaterally permit Boeing to reduce Boeing's forecasted hours and / or total T&M expense for any future month included in the Annual Project Plan.

1.4.2.3 Owner's Rights and Limitations of O&M Scope Modifications. Notwithstanding the terms of Article 1.4.2.1.2 and in accordance with Article 1.4.1.3, Owner shall have the right to unilaterally issue O&M Scope Modifications. Owner shall not have the right to reduce scope with the intent of performing the work using Owner's employees or contracting such reduced scope with any third party supplier, except where the Parties agree that Boeing is unable to perform the scope of work to be reduced.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

1.4.2.3.1 Effect of O&M Scope Modifications on Re-Orbit. Owner agrees that in the modification of the scope of any individual Task Order, Owner shall not knowingly issue any O&M Scope Modification which will prevent Boeing from successfully performing Re-Orbit as defined in the Annex 4 Re-Orbit Statement of Work. In the event Boeing determines in good faith that an Owner-directed modification in scope will prevent Boeing from successfully performing Re-Orbit, then Boeing shall provide a written technical justification for Boeing's concerns. In no event shall such technical justification be based upon the non-availability of qualified staffing resources or technical expertise where such qualified staffing resources or technical expertise is otherwise currently deployed by Boeing to work on any related ICS and/or NEXT efforts. Owner shall evaluate whether such Owner-directed modification in scope shall prevent Boeing from successfully performing Re-Orbit, and in the event that Owner agrees with Boeing's justification, then Owner shall withdraw the requested modification in scope.

1.4.2.3.2 Disagreements on Effect of O&M Scope Modifications on Re-Orbit. If the Parties disagree as to whether such Owner-directed modification in scope shall prevent Boeing from successfully performing Re-Orbit, then the Parties shall jointly designate a qualified, internationally recognized independent third-party consultant experienced in on-orbit spacecraft operations (the "**Independent Consultant**"). If the Parties are unable to agree upon the designation of the Independent Consultant within [***...***] following delivery of written notification by one Party to the other Party that the designation of the Independent Consultant is required, each Party shall within [***...***] thereafter designate a consultant having the same qualifications as the Independent Consultant and the two consultants so designated shall, within [***...***] thereafter, designate a qualified, internationally recognized independent third-party consultant experienced in on-orbit spacecraft operations who shall serve as the Independent Consultant hereunder. If the two consultants designated by the Parties are unable to agree upon the designation of an Independent Consultant within such time, the Parties shall, acting in good faith, repeat the foregoing process (i.e., each will appoint another consultant) until the consultants appointed by the Parties shall agree upon the designation of an Independent Consultant. Each Party shall bear the costs and expenses of the consultant(s) designated by such Party (if any) and fifty percent (50%) of the costs and expenses associated with the Independent Consultant. Such Independent Consultant's assessment, to include detailed justification and analysis methodology, but excluding determination of monetary amounts associated with the modification in scope being assessed, shall be binding upon the Parties. The Independent Consultant will be directed to provide a response expeditiously, and in no event more than one month after submission; the Parties will reasonably cooperate to achieve this goal. Should the Independent Consultant rule in favor of Boeing (that the proposed Owner-directed modification in scope shall prevent Boeing from successfully performing Re-Orbit), then Owner shall retract the Owner-directed modification in scope. Should the Independent Consultant rule in favor of Owner (that the proposed Owner-directed modification in scope shall not prevent Boeing from successfully performing Re-Orbit) or if the Independent Consultant is unable to rule in favor of the Owner or Boeing, then Boeing shall either: (i) accept and implement the Owner-directed modification of

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

scope, including a commensurate modification to the applicable Annual O&M Price Cap(s); or (ii) decline to accept and implement the Owner-directed modification of scope, but still accept a commensurate modification to the applicable Annual O&M Price Cap(s). Any dispute regarding: (a) either Party's failure to appoint an Independent Consultant when required in accordance with this provision; or (b) the value of the commensurate modification to the applicable Annual O&M Price Cap(s) associated with any Owner-directed modification in scope shall be resolved in accordance with Article 16 (Dispute Resolution) of this Contract.

1.4.2.4 Annual O&M Price Cap. Beginning with the Effective Date and continuing through the ICS Useful Life, the Parties will establish a maximum annual price for Task-Ordered O&M Services (the "**Annual O&M Price Cap**") in accordance with the terms of Article 1.4.2.2, including Articles 1.4.2.2.1 and 1.4.2.2.2, and Annex 5. The Parties will establish such Annual O&M Price Cap prior to January 31st of the annual period to which it applies, and such Annual O&M Price Cap will be deemed effective no event later than January 1 of such applicable annual period. The Parties acknowledge and agree that the Annual O&M Price Cap for the remainder of calendar year 2010 from and after the Effective Date shall be [***...***] U.S. Dollars (\$[***...***] USD).

1.4.2.4.1 Time & Materials Capped Price Basis. Boeing agrees to complete all Task-Ordered O&M Services for the then-current annual period on a T&M CP basis. As used in this Contract, "**T&M CP**" or "**Time & Materials Capped Price**" shall mean the performance of Task-Ordered O&M Services on a Time & Materials basis up to the then-current Annual O&M Price Cap, where Boeing bears all expenses in excess of the Annual O&M Price Cap necessary to complete such Task-Ordered O&M Services in the event expenses in the aggregate exceed the Annual O&M Price Cap, all as further set forth in Article 1.4.2.4, including this Article 1.4.2.4.1 and Article 1.4.2.4.2. Completion of all Task Ordered O&M Services shall mean delivery of all such Services, including but not limited to all Deliverables, specified in each Task Order for the current annual period and compliance with all acceptance criteria specified in each Task Order for the current annual period, all subject to the established Annual O&M Price Cap. If Boeing fails to deliver all such Services and/or fails to comply with all acceptance criteria for such Services within the Annual O&M Price Cap, then Boeing shall complete any remaining requirements of such Task-Ordered O&M Services at Boeing's own expense and without any increase in the Annual O&M Price Cap and without any additional cost to Owner. For the avoidance of doubt, while Boeing's incurred expenses for individual Task Orders may be less than or greater than the non-binding Task Order Target Prices for such Task Orders, Boeing agrees to complete the totality of Task-Ordered O&M Services within each annual period for an amount no greater than the then-current Annual O&M Price Cap.

1.4.2.4.2 Revision of Delivery Dates Due to Extraordinary Events. Notwithstanding the terms of Article 1.4.2.4.1, if at any time during the performance of the Task-Ordered O&M Services, an extraordinary event occurs or an issue arises relating to the ICS which is of sufficient magnitude that Owner elects, at Owner's sole discretion, to implement a re-prioritization of the efforts to be undertaken by Boeing, then Owner shall, with Boeing's

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

assistance, reprioritize requirements across the totality of then-current Task-Ordered O&M Services, and the Parties shall mutually agree to defer delivery of certain agreed upon Deliverables to a later date within the current annual period or to a date no later than January 31 of the next annual period or to such other due date as mutually agreed by the Parties, with such agreement not to be unreasonably withheld by either Party (“**Revised Delivery Date**”). Such Revised Delivery Date(s) shall not result in a change to: (i) the then-current Task Order Target Price(s); (ii) the then-current Annual O&M Price Cap; or (iii) any succeeding year’s Annual O&M Price Cap. However, the applicable Task Order(s) shall be amended to reflect such Revised Delivery Date(s) and/or other non-price changes resulting from the re-prioritization. By way of example only, events or issues that may justify the reprioritization of Deliverables by Owner would include: [***...***].

1.4.3 **Task-Ordered Non-O&M Engineering Services**. From time to time, Owner may elect to direct Boeing, pursuant to a Task Order, to perform certain engineering activities which are outside the scope of the Task-Ordered O&M Services, but which pertain to the ICS (“**Task-Ordered Non-O&M Engineering Services**”). Such Task Orders will be issued on a T&M basis as set forth in Annex 5 hereof. If mutually agreed by the Parties, Task Orders for Task-Ordered Non-O&M Engineering Services may also be issued on a firm fixed price basis, with necessary firm fixed price provisions included in the Task Order as required. Owner may terminate a Task Order issued pursuant to the Task-Ordered Non-O&M Engineering Services at any time and at Owner’s sole discretion, subject to [***...***] advance written notice being provided to Boeing. In the event that Owner elects to terminate a Task Order issued pursuant to the Task-Ordered Non-O&M Engineering Services, then Boeing shall be paid the applicable T&M expenses incurred under such Task Order (or actual costs incurred, plus profit thereon, in the event the Task Order was issued on a firm fixed price basis) through the date such termination is effective, not to exceed the Task Order Target Price for such Task Order.

1.4.4 **Re-Orbit**. Boeing shall perform the engineering, technical and operations Services described in the Statement of Work for Iridium System Re-Orbit, included as Annex 4 hereto, on a firm fixed price basis as provided in Annex 5, Paragraph 6.0 hereof, in support of the ICS, when required pursuant to Articles 9.4, 9.5 and/or 9.6 hereof.

1.4.5 **Key Personnel**. The successful performance of the Task-Ordered O&M Services and Task-Ordered Non-O&M Engineering Services is dependent upon the skills, experience and retention of the Boeing personnel assigned to these efforts and all Boeing personnel assigned for direct charge to such Services are hereby designated as “**Key Personnel**.”

1.4.5.1 **Listing of Key Personnel**. Boeing shall provide a list of Key Personnel to Owner as part of each Task Order for Task-Ordered O&M Services or Task-Ordered Non-O&M Engineering Services. This listing of Key Personnel shall specify the applicable Boeing Labor Category of each Key Personnel as defined in Annex 5, be maintained current by Boeing, and be provided to Owner from time to time on a schedule as agreed upon by the Parties and, in any event, when Key Personnel are changed.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

1.4.5.2 Assignment or Reassignment of Key Personnel. Boeing shall not assign or reassign Key Personnel without the prior notification of Owner. When Boeing desires to assign new Key Personnel, Boeing shall provide reasonable notice to Owner of the proposed assignment and provide justification that such new personnel offer generally equivalent and suitable capabilities compared to Key Personnel previously approved under the Contract. For the purposes of this Article, Boeing personnel shall include personnel subcontracted by Boeing to perform direct labor under this Contract.

1.4.5.3 Qualifications of Key Personnel. Boeing shall ensure that its personnel (including subcontractor personnel) are fully qualified and possess all the skills necessary to perform the Task-Ordered O&M Services and Task-Ordered Non-O&M Engineering Services, as the case may be. If Owner in good faith determines that the continued assignment of any Key Personnel is not in Owner's best interest, then Owner shall provide Boeing written notice to that effect requesting that such personnel be replaced. Promptly after receipt of such request, Boeing shall investigate the matters stated in the request and discuss its findings with Owner. If Owner continues to request replacement of the personnel, Boeing shall so replace such personnel with an individual satisfactory to Owner consistent with applicable law and Boeing's policies and procedures.

1.5 Hybrid Operations Mode; ICS to Iridium NEXT System Transition. This Contract provides for the operations and maintenance of the ICS, which Owner intends to replace with the Iridium NEXT System. In order to support the effective transition from the operations and maintenance of the ICS to the operations and maintenance of the Iridium NEXT System, and by no later than [***...***], the Parties agree to evaluate a hybrid ICS/NEXT operations mode, including any necessary modifications to the terms of this Contract, subject to the mutual agreement of the Parties. The Parties are mutually committed to implementing the most cost-effective approach for managing the operations and maintenance of the ICS while the network evolves to the operations and maintenance of the Iridium NEXT System.

1.6 Termination of Iridium NEXT Program. Provided that this Contract otherwise continues in full force and effect and has not otherwise been terminated, Owner and Boeing agree that, if at any time prior to the end of the ICS Useful Life, Owner and/or its Affiliates elect to permanently terminate the Iridium NEXT System, Owner and Boeing will amend and restate this Contract to reinstate, on a going-forward basis only, for the ICS, the firm fixed price contract basis that existed immediately prior to the Effective Date of this Contract, including the principal economic terms thereof (namely, the price for Steady State O&M Services for the then-current period and all future periods thereafter that would have applied at the time of such amendment and restatement under the provisions of Annex 5 of this Contract as in effect immediately prior to the Effective Date of this Contract). Notwithstanding the immediately preceding sentence, Owner and Boeing agree that such economic terms shall be equitably adjusted to reflect any change in the scope of work under this Contract (including any increase, decrease or modification of the scope of Task-Ordered O&M Services contemplated by this Contract) that may have occurred on or after the Effective Date of this Contract. For the avoidance of doubt, such amendment and

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

restatement shall not include adjustment to any of the terms, conditions, prices or requirements of this Contract in effect from the Effective Date of this Contract through the date that Owner and/or its Affiliates will have elected to permanently terminate the Iridium NEXT System as contemplated above, but only if prior to the end of the ICS Useful Life.

1.7 ICS and Iridium NEXT System Life Cycle [***. . . ***]. The Parties will use reasonable efforts to [***. . . ***].

Article 2. Price, Taxes, and Payment

2.1 Price. Prices for the Services to be provided under this Contract are as set forth in Annex 5 hereof.

2.2 Taxes.

2.2.1 Definition. “ **Taxes** ” are defined as all taxes, fees, charges, or duties, and any interest, penalties, fines, or other additions to tax, including, but not limited to sales, use, value added, gross receipts, stamp, excise, transfer, and similar taxes imposed by any domestic or foreign taxing authority, arising out of or in connection with the performance of this Contract or the sale, delivery, transfer, or storage of any Services, Owner-furnished equipment, or other things furnished under this Contract. [***. . . ***] will be responsible for and pay all Taxes, [***. . . ***]. Owner is responsible for filing all tax returns, reports, declarations and payment of any taxes related to or imposed on Owner’s furnished equipment.

2.2.2 Reimbursement of Boeing. Owner will promptly reimburse Boeing on demand, net of additional taxes thereon, for any Taxes (other than income Taxes) that are imposed on and paid by Boeing or that Boeing is responsible for collecting.

2.3 Payment Provisions. Payment provisions for the Services to be provided under this Contract are as set forth in Annex 5 hereof.

Article 3. Owner-Furnished Facilities, Equipment, Information, and Third-Party Maintenance and Technical Support Agreements

3.1 Owner shall make available to Boeing all facilities and equipment necessary to enable Boeing to accomplish the Annex 3 and Annex 4 Statements of Work or any Task Order issued pursuant to this Contract and otherwise available to Owner, so that Boeing may perform the Services required under this Contract. Notwithstanding the preceding sentence, Owner shall not be obligated to provide facilities and equipment which cannot be purchased within Owner’s commercially reasonable annual capital expenditures plan and which Owner does not deem essential for Boeing’s performance of the Task-Ordered O&M Services. Owner shall have access to all facilities at all times, including but not limited to lab access for verification of changes to the ICS and of Boeing’s Services hereunder. Boeing has no obligation under this Contract to provide any facilities or equipment.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

3.2 Title and risk of loss or damage to Owner-furnished facilities, equipment and information shall remain with Owner and shall not pass to Boeing (but without limiting Boeing's indemnification obligation in Article 8.4), and the furnished items shall not be used other than for the purposes of the Contract without the prior written approval of Owner.

3.3 In the event that any Owner-furnished equipment is found to be deficient, damaged or unserviceable when delivered or otherwise made available to Boeing, or becomes lost or unserviceable due to reasons other than willful misconduct or gross negligence on the part of Boeing, or becomes deficient, damaged or unserviceable during normal and proper use while in the physical custody of Boeing, and such deficiency, damage or unserviceability is reported in writing to Owner as soon as practicable after the deficiency, damage, or unserviceability has been discovered by Boeing, then Owner shall arrange for repair, replacement or modifications as appropriate at no cost to Boeing. Owner shall arrange for repair, replacement or modification at its discretion after such consultation with Boeing as is required to minimize any adverse effects on the performance of the Contract.

3.4 Owner shall make available to Boeing the Intellectual Property, data, and other information owned or otherwise available to Owner and necessary to enable Boeing to accomplish the Annex 3 and Annex 4 Statements of Work or any Task Order issued pursuant to this Contract in a usable format. Boeing will use the Intellectual Property so made available only for the purpose of performing under the Contract and in compliance with any nondisclosure or other restrictions to which the use of such Intellectual Property is subject of which Boeing has notice. Boeing has no obligation under this Contract to provide any additional Intellectual Property, data or other information.

3.5 Owner agrees to make available, at Owner's expense, third-party software and hardware maintenance agreements to support Boeing's performance of the Annex 3 and Annex 4 Statements of Work or any Task Order issued pursuant to this Contract.

3.6 Except when caused by: (i) a Boeing equipment and/or facility request which is in excess of Owner's commercially reasonable capital funds and Owner's determination that Boeing-specified facilities and equipment are not essential for Boeing's performance of the Task-Ordered O&M Services as provided in Article 3.1 above; or (ii) Boeing's willful misconduct or gross negligence as provided in Article 3.3 above; failure of Owner to provide the items specified in Articles 3.1, 3.3, 3.4, and 3.5 above within the timeframe requested or suitable for its intended purpose or in the event that any of the items so specified are insufficient in the reasonable judgment of Boeing to allow it to perform the Services otherwise provided for under this Contract or a Task Order, the costs of such items will constitute a change to this Contract or the applicable Task Order for which Boeing shall be entitled to an equitable adjustment to any affected terms of this Contract or the applicable Task Order including but not limited to price or schedule.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Article 4. Changes

Changes, which can be proposed by either Party to this Contract, may be made only by mutual agreement of both Parties hereto. Such changes shall be evidenced by a written agreement executed by authorized representatives of both Parties. No change shall be binding on either Party unless and until such written agreement is fully executed by both Parties. In the event a change is required, Boeing will submit a change proposal that will be negotiated and the results will be incorporated into this Contract. No amendment or waiver of any provision of this Contract of which Motorola is a third-party beneficiary shall be effective without the written consent of Motorola. Motorola is a third-party beneficiary of this Article 4 (Changes).

Article 5. Acceptance, Inspections and Quality Control

5.1 Acceptance. Acceptance of Services, including but not limited to acceptance of Deliverables, provided pursuant to a Task Order issued under this Contract shall occur following Owner's timely receipt of individual Services specified in such Task Order, including any Revised Delivery Date, and upon Owner's verification that such Services are in conformance with the requirements of the Task Order. Acceptance shall be deemed to have occurred if Owner has not otherwise notified Boeing in writing of any deficiencies in the Service(s) within [***...***] following Owner's receipt of a Deliverable or the performance of a Service under such Task Order.

Notwithstanding the above, if Boeing: (i) fails to make timely delivery of any Services within [***...***] following the due date, including any Revised Delivery Date(s); or (ii) fails to meet the acceptance criteria for any Services under a Task Order for a period of [***...***] after having been notified by Owner of such failure; then Owner shall have the right to amend the applicable Task Order to remove the sub-task associated with such Services for the remainder of the then-current annual period and for all future annual periods. Such deletion of a sub-task shall be deemed to constitute a reduction in scope of the applicable Task Order and [***...***], and the terms of such Task Order, including the Task Order Target Price, if applicable, and of the Annual O&M Price Cap shall be adjusted in accordance with Article 1.4.1.2 of this Contract. However, nothing in the preceding two sentences shall relieve Boeing of its obligations under this Article to complete the delivery of Services or comply with the acceptance criteria applicable to Services in accordance with the acceptance requirements stated in this Article 5.1.

Owner shall further have the right to arrange for such deleted sub-task to be performed in any other manner as determined by Owner, and Boeing agrees to pay to Owner all reasonable costs to have such deleted sub-task completed by another responsible contractor, to the extent such costs exceed the total amount which Owner would have had to pay Boeing for the deleted sub-task, as allocated in the annual program plan specified in Article 1.4.2.2.1, had Boeing completed the Services as required; provided, however, that Owner enters into a contract with a responsible contractor within [***...***] after Owner's issuance of an amendment to the

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

applicable Task Order to remove the sub-task associated with such Services that provides for such responsible contractor to complete the deleted sub-task.

5.2 Inspection. Subject to Article 17 (Export Control), Owner's representatives may inspect Boeing's Services, including but not limited to inspection of Deliverables, at any reasonable time, provided such inspection does not interfere with Boeing's performance of its obligations under this Contract.

5.3 Quality Control. Boeing shall maintain quality control consistent with industry standards and in accordance with the performance criteria set forth in the applicable Services, including but not limited to Deliverables, as specified in Article 1.4 of this Contract or any Task Order issued pursuant to this Contract.

Article 6. Delivery

Boeing shall deliver Services, including but not limited to delivery of Deliverables, necessary to perform the requirements as specified in Article 1.4 of this Contract on a timely basis within the period of time set forth in Article 1.3.

Article 7. Excusable Delay

7.1 General. Boeing and its subcontractors will not be liable for any delay in the scheduled delivery of Services, including but not limited to delivery of Deliverables, or other performance under the Contract caused by: (i) acts of God; (ii) war or armed hostilities or terrorist attack; (iii) government acts, or failure of government to act, or priorities; (iv) fires, floods, or earthquakes; (v) strikes or labor troubles causing cessation, slowdown, or interruption of work; (vi) inability, after due and timely diligence and commercially reasonable efforts, to procure materials, systems, accessories, equipment or parts; or (vii) any other cause to the extent such cause is beyond Boeing's and its subcontractors' reasonable control and not occasioned by Boeing's or its subcontractors' fault or negligence (collectively, "**Excusable Delay**").

7.2 Notice of Delay. Boeing will give written notice to Owner: (i) of any delay as soon as Boeing concludes that its Services will be delayed beyond the scheduled performance due to an Excusable Delay; and, when known, (ii) of a revised performance date based on Boeing's appraisal of the facts.

7.3 Adjustment to Price. In the event of any such Excusable Delay, the performance schedule for the delayed Services shall be extended by mutual agreement of the Parties and the price(s) for the delayed Services shall be adjusted by mutual agreement of the Parties to account for any additional costs incurred by Boeing as a result of such Excusable Delay. Boeing shall exert its commercially reasonable efforts to mitigate such additional costs to the extent reasonable.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

7.4 Performance Impact. In the event of any such Excusable Delay, Boeing shall be relieved of its obligations to meet the performance criteria set forth in the Annex 3 and Annex 4 Statements of Work or any Task Order issued pursuant to this Contract during, and only during, the period of Excusable Delay.

7.5 Exceptions. Notwithstanding anything contained to the contrary in this Article 7 (Excusable Delay), there shall be no Excusable Delay by Boeing for operating and maintaining the Constellation and System Control Segment, as defined in Article 1.4.2, except for the acts or events described in Article 7.1, subparagraphs (i), (ii), (iii), and (iv).

Article 8. Indemnification/Insurance

8.1 Insurance Provided by Boeing

(a) Boeing shall procure and maintain during the performance of this Contract, at its sole cost and expense, Worker's Compensation Insurance covering all employees of Boeing performing any work hereunder in statutory amounts; provided, however, that Boeing may maintain a self-insurance program in lieu of Worker's Compensation Insurance if authorized and qualified to do so pursuant to statutory authority. If Worker's Compensation Insurance is procured, Boeing shall cause its insurers to waive all right of subrogation or recourse against Owner to the extent permitted by law, or to the maximum extent such waiver is available in the Worker's Compensation Insurance commercial insurance market for the class of insurance procured, provided that, in case such waiver is unavailable consistent with prevailing insurance practices at the time, the obligation of Boeing to obtain such waiver shall no longer apply.

(b) Throughout the period of performance of this Contract, Boeing shall carry and maintain Commercial General Liability insurance with available limits of not less than [***...***] Dollars (\$[***...***]) per occurrence for bodily injury, including death, and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage and contractual liability.

(c) If licensed vehicles will be used by Boeing's employees in the performance of this Contract, Boeing shall carry and maintain Automobile Liability insurance covering all vehicles whether owned, hired, rented, borrowed or otherwise, with available limits of liability of not less than [***...***] Dollars (\$[***...***]) per occurrence combined single limit for bodily injury and property damage.

(d) Boeing shall provide Owner with a Certificate of Insurance evidencing the insurance required above upon request.

8.2 Indemnification of Boeing by Owner

8.2.1 Owner shall indemnify, defend, and hold harmless Boeing, which is defined for the purposes of this Article 8.2.1 to include its divisions, subsidiaries, Affiliates,

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

subcontractors, the assignees of each, and their respective directors, officers and employees, from and against any and all Claims in excess of the insurance required under Article 8.3, or in the event the insurance does not respond, is not collectible, or is not recoverable for any reason (other than the default of Boeing), for: (a) injury to or death of any person, and for loss of or damage to any property of any kind of a third party; or (b) any Claim by a third party related to loss of ICS service or loss of use of the ICS Space Segment or any individual ICS spacecraft, both (a) and (b) to the extent resulting from or in any way relating to the performance of Boeing under this Contract, including, but not limited to, development, operation, maintenance, use, re-orbit or de-orbit of the ICS Space Segment or any individual ICS spacecraft, whether or not such injury, death, loss, damage or Claim is due to the negligence of Boeing, together with all costs and expenses (including attorneys' fees incident thereto or incident to successfully establishing the right to indemnity), but excluding injury, death, loss, damage or Claim caused by the gross negligence or willful misconduct of Boeing and excluding injury to or death of any person or loss of or damage to any property of any kind of a third party that occurs in the SNOC or TSC to the extent such injury, death, loss or damage arises out of the negligence, gross negligence or willful misconduct of Boeing. Owner's obligations under this indemnity will survive the expiration, termination or completion or cancellation of this Contract with respect to any Claims arising before such time.

8.2.2 As between the Parties, Owner or its Affiliates shall retain all risk of loss, and loss of use, of the Iridium Communications System or any individual ICS spacecraft, except in the event of Boeing's gross negligence or willful misconduct. Further, Owner hereby releases and relieves Boeing, which is defined for the purposes of this Article 8.2.2 to include its divisions, subsidiaries, and Affiliates, subcontractors, the assignees of each, and their respective directors, officers and employees, and waives any claim of recovery, including claims by Owner for loss of, loss of use of, or damage to the ICS Space Segment or any individual ICS spacecraft, whether or not such loss or damage is due to the negligence of Boeing but not in the event of the gross negligence or willful misconduct of Boeing. Boeing assumes the risk of loss for any direct damage to or loss of property of Owner or its Affiliates other than the ICS Space Segment or any individual ICS spacecraft to the extent arising out of Boeing's gross negligence or willful misconduct. If Owner insures against loss of or damage to the ICS or any individual ICS spacecraft, Owner shall cause the insurers to waive all rights of subrogation against Boeing to the maximum extent such waiver is available in the commercial insurance market for the class of insurance procured. If such a waiver, consistent with prevailing insurance practices at the time, is available only at an additional premium which is specifically attributable to obtaining a waiver of all rights of subrogation against Boeing, then Boeing, at its option, may either pay the additional premium, at no cost to Owner, or waive and release Owner from its obligation to obtain waiver of all rights of subrogation. If a waiver is not available at all, then the requirement will no longer apply, and the parties shall negotiate in good faith a mutually acceptable alternative, provided that during negotiations each party shall continue to perform its respective obligations under this Contract. If the parties are unable to negotiate a mutually acceptable alternative, Boeing agrees to transition the Task-Ordered O&M Services and Task-Ordered Non-O&M Engineering Services under this Contract to Owner, including support of the transfer of personnel, consistent with applicable law, and sale of assets, equipment, and software, if any, owned by Boeing, at book value.

8.3 Insurance Provided by Owner. Owner shall procure and maintain during performance of this Contract, at its sole cost and expense, insurance which specifically includes: (a) the satellite third party in orbit liability insurance policy (the "**In-Orbit Insurance Policy**") in the form attached hereto in Annex 1 or in such other form as is reasonably satisfactory to Boeing and (b) comprehensive general liability insurance ("**General Liability Insurance Policy**"). The In-Orbit Insurance Policy and the General Liability Insurance Policy shall name Boeing, its

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

contractors and subcontractors as additional insureds and Owner shall provide Boeing with certificates of insurance annually showing that Boeing is named as an "additional insured" under such policies. Owner shall furnish Boeing with a waiver of its insurance carrier's rights of subrogation, to the maximum extent such waiver is available in the commercial insurance market for the class of insurance procured, provided that, in case such waiver is unavailable consistent with prevailing insurance practices at the time, the obligation of Owner to obtain such waiver shall no longer apply. In the case of the In-Orbit Insurance Policy, in the event of such unavailability, Owner shall promptly notify the U.S. Government of such fact in accordance with the terms and conditions set forth in the U.S. Government Indemnification Contract. In the event any person other than Boeing is named as an additional insured under the foregoing insurance policies (other than any person providing financing to Owner or any of its Affiliates) and such person receives from the applicable insurer a waiver of such insurer's right of subrogation against such person, then Owner shall use its best efforts to ensure that Boeing also will receive a waiver of such insurer's right of subrogation thereunder. With respect to the insurance obligations under this Article, such insurance shall also provide that the insurers shall give [***...***] notice to Boeing prior to the effective date of cancellation or termination of such insurance. Owner shall provide Boeing with a binder letter and form of policy from its insurance agent no later than [***...***] before effective date of cancellation. The binder letter shall be included as Annex 13 to this Contract. Boeing shall be responsible and liable to Owner for any increase in premium for the In-Orbit Insurance Policy and General Liability Insurance Policy resulting from Boeing's deviation from the Annex 3 and Annex 4 Statements of Work or any Task Order issued pursuant to this Contract without the prior written consent of Owner.

8.4 Indemnification of Owner by Boeing. Boeing shall indemnify, defend and hold harmless Owner, which is defined for the purposes of this Article 8.4 to include its divisions, subsidiaries, Affiliates, subcontractors, assignees of each, and their respective directors, officers, employees and agents, from and against any and all Claims for injury to or death of any person or loss of or damage to any property of any kind of a third party [***...***], together with all costs and expenses (including attorneys' fees incident thereto or incident to successfully establishing the right to indemnity), to the extent such injury, death, loss or damage arises out of the gross negligence or willful misconduct of Boeing and, in the case of injury to or death of any person or loss of or damage to any property of any kind of a third party that occurs [***...***], to the extent such injury, death, loss or damage arises out of the negligence, gross negligence or willful misconduct of Boeing; provided, however, that in no event shall Boeing be obligated to indemnify, defend or hold harmless Owner for or from any and all Claims for injury to or death of any person or loss of or damage to any property of any kind of a third party that occurs [***...***]. Boeing's obligations under this indemnity will survive the expiration, termination, completion or cancellation of this Contract with respect to any Claim arising before such time.

8.5 Insurance Presentations. Boeing shall, at no cost or expense to Owner, support any and all insurance presentations and technical reviews and claims made as requested by Owner or any of its insurance underwriters for any property or liability insurance Owner may procure with respect to this Contract or ICS.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Article 9. Re-Orbit Rights and Obligations

9.1 Financial Terms. To enable Boeing to perform the Annex 4 Statement of Work for Iridium System Re-Orbit, if required, Owner shall undertake the following:

9.1.1 Upon the occurrence of a qualifying event specified in Article 9.4, 9.5 and/or 9.6 that initiates Boeing's commencement of Re-Orbit of the Constellation, Owner shall pay to Boeing [***...***] U.S. Dollars and [***...***] Cents (\$16,433,712.55) for Boeing Services for Re-Orbiting of the Constellation in accordance with the Statement of Work for Iridium System Re-Orbit included as Annex 4 to this Contract. This amount covers preparation and execution of the de-orbit activity. This amount shall escalate annually effective January 1 of each year. Annual escalation shall be in accordance with Annex 5.

9.1.2 Owner shall provide the In-Orbit Insurance Policy, Section B Coverage as set forth in Owner's insurance agent's binder letter described in Article 8.3 to this Contract.

9.1.3 Owner's insurance agent shall provide a letter to Boeing stating that Schedule A of the In-orbit Insurance Policy (covers in-orbit risks) does not have to be in effect during de-orbit of the constellation that is covered by Schedule B, the de-orbit rider. Schedule B will cover in-orbit risk and de-orbit risk concurrently. The letter shall be included as Annex 14, "Insurance Agent Letter," to this Contract.

9.2 Reserved.

9.3 Reserved.

9.4 Boeing's Rights with Respect to Re-Orbit. The occurrence of any one of the following events shall provide to Boeing the unilateral right to commence Re-Orbit of the Constellation. None of the provisions of this Article 9.4 are subject to dispute under Article 16 (Dispute Resolution) of this Contract or Article 7 (Excusable Delay) of this Contract.

9.4.1 Owner's failure to make contract payments to Boeing in the amounts and on the dates set forth in this Contract after [***...***] written notice from Boeing;

9.4.2 The commencement of (x) a voluntary bankruptcy proceeding or (y) an involuntary bankruptcy proceeding that is not dismissed within 20 days of its filing, in each case against Owner or Iridium Satellite LLC;

9.4.3 Reserved;

9.4.4 The failure for any reason by Owner to maintain continuous uninterrupted coverage under the In-Orbit Insurance Policy and/or to maintain the availability of policy coverage for Re-Orbiting the Constellation in accordance with the Statement of Work for Iridium System Re-Orbit included as Annex 4 to this Contract;

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.4.5 Reserved;

9.4.6 If Owner is in Default in accordance with Article 13 (Default by Owner) of this Contract;

9.4.7 Should new or modified U.S. or international regulation requirements threaten to increase the risk of Constellation operation and/or the Re-Orbit process or the cost of operation and/or Re-Orbit. However, Boeing may waive Re-Orbit rights as to increased cost or risk if Owner agrees to execute an acceptable equitable adjustment. Boeing shall provide Owner written notice of its intent to exercise its right under this Article 9.4.7 at least thirty (30) calendar days prior to commencing any Re-Orbit activity.

9.4.8 It is understood by the Parties that, upon the occurrence of any one of the above events, Boeing will promptly begin Re-Orbiting the Constellation in accordance with the Statement of Work for Iridium System Re-Orbit included as Annex 4 to this Contract with the end result being the decommissioning of the entire Constellation.

9.5 U.S. Government's Rights with Respect to Re-Orbit. Upon the occurrence of any event requiring Re-Orbit of the Constellation identified in the U.S. Government Indemnification Contract (which is incorporated herein by reference), Boeing shall have the unilateral right to commence Re-Orbit of the Constellation. None of the provisions of this Article 9.5 are subject to dispute under Article 16 (Dispute Resolution) of this Contract or to Article 7 (Excusable Delay) of this Contract.

9.6 Motorola's Rights with Respect to Re-Orbit. Upon the occurrence of any of the following events, Owner agrees to cause Boeing and Boeing shall promptly perform the tasks and activities set forth in Annex 4 hereto (as updated from time to time) to commence Re-Orbit of the Constellation. None of the provisions of this Article 9.6 are subject to dispute under Article 16 (Dispute Resolution) of this Contract or to Article 7 (Excusable Delay) of this Contract.

9.6.1 Owner's failure to make the payment required by Section 4.A (2) (b) of the Motorola Agreement;

9.6.2 the commencement of (x) a voluntary bankruptcy proceeding or (y) an involuntary bankruptcy proceeding that is not dismissed within 20 days of its filing, in each case against Owner or Iridium Satellite LLC;

9.6.3 a material breach by Iridium Satellite LLC under the Motorola Agreement which has not been cured within 20 days of such breach;

9.6.4 a material breach by Boeing under this Contract or the Motorola Side Letter which has not been cured within 20 days of such breach;

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

9.6.5 an order from the U.S. government ordering Owner or Iridium Satellite LLC to direct Boeing to commence Re-Orbiting;

9.6.6 upon written notice from Motorola that it has concluded that there are reasonable grounds to believe that an imminent change in law or regulation is reasonably likely to result in material claims, damages, obligations, costs, liabilities, penalties or expenses to Motorola in connection with or arising from the operation, maintenance, Re-Orbiting and De-orbiting of the ICS, including any terrestrial-based portion of the ICS; *provided, however*, that there are reasonable grounds to believe that the prompt Re-Orbit and De-orbit of the ICS will mitigate such claims, damages, obligations, costs, liabilities, penalties or expenses; and

9.6.7 upon written notice from Motorola that (i) it is unable to obtain on commercially reasonable terms aviation product liability insurance sufficient to protect it from potential claims, damages, obligations, costs, liabilities, penalties or expenses in connection with the ICS, and (ii) the U.S. Government, pursuant to the U.S. Government Indemnification Contract, has not agreed to cover the amount that would otherwise have been paid by the Aviation Policy (as described in the Motorola Agreement), despite Motorola's good faith efforts to comply with Paragraph (c)(2) of the U.S. Government Indemnification Contract.

9.6.8 Motorola is a third-party beneficiary of this Article 9.6.

9.7 Re-Orbit Plan. The value specified in Article 9.1.1 of this Contract is predicated upon Boeing utilizing the U.S. Government coordinated Re-Orbit Plan, as it existed on August 6, 2003, as heretofore amended or any successor plan thereto accepted and approved by the U.S. Federal Communications Commission and compliant with the requirements of the U. S. Government Indemnification Contract. Any changes to this plan by Owner or U.S. Government agency will entitle Boeing or Owner to an equitable adjustment in the affected terms of this Contract including but not limited to price and schedule and insurance costs.

9.8 Relief from Stay, etc. . Notwithstanding any other provision of this Contract, Owner acknowledges and agrees, as a freely negotiated, essential condition to and an inducement for Boeing's entry into this Contract, that (a) if Owner becomes a debtor in a case under the U.S. Bankruptcy Code or other bankruptcy or insolvency law, and fails to pay on a current basis, in cash, any amounts payable to Boeing under this Contract or any related agreements, Boeing shall be entitled to obtain (i) immediate relief from the automatic stay or other stay to exercise the De-orbiting Rights (as defined in the Bankruptcy Court Order attached as Annex 8 to this Contract) in addition to its de-orbiting rights under Article 9.4 of this Contract, and (ii) an immediate determination by Owner whether to assume or reject this Contract; and (b) this provision shall be deemed conclusive evidence of the negotiated ongoing intention of the Parties, and is intended to remain the primary element in determining whether cause exists for granting such relief to Boeing.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Article 10. Assignment

10.1 Assignment. This Contract is for the benefit of the Parties and their respective successors and assigns. No rights or duties of either Party may be assigned or delegated without the prior written consent of the other Party, except:

10.1.1 Notwithstanding the foregoing, Owner may, assign or transfer this Contract or all its rights, duties, or obligations hereunder with written notice to Boeing, but without requiring Boeing's approval: (i) to an Affiliate of Owner that has equivalent or greater financial resources as Owner; (ii) to any entity which, by way of merger, consolidation, or any similar transaction involving the acquisition of substantially all the stock, equity or the entire business assets of Owner succeeds to the interests of Owner; provided in either case the assignee, transferee, or successor to Owner has expressly assumed all the obligations of Owner and all terms and conditions applicable to Owner under this Contract and has equivalent or greater financial resources as Owner; (iii) to any designee or customer of Owner or any Affiliate thereof provided that Owner remains primarily liable to Boeing for any payment obligation hereunder; or (iv) to any Affiliate of Owner not meeting the requirements of items (i) or (iii), provided that Owner provides to Boeing an Affiliate guarantee addressing the payment obligations of the relevant Owner Affiliate in a form reasonably agreed by Boeing.

10.1.2 Notwithstanding the foregoing, Boeing may, assign or transfer this Contract or all its rights, duties, or obligations hereunder with written notice to Owner, but without requiring Owner's approval: (i) to a corporation or other entity that results from any merger, reorganization, or acquisition of Boeing; (ii) to a corporation or other entity that acquires substantially all the assets of Boeing; (iii) its rights to receive money may be assigned to a third party; and (iv) to any wholly-owned subsidiary of Boeing provided that Boeing will remain fully and solely responsible to Owner and to Motorola (only to the extent it is a third-party beneficiary) for all responsibilities of Boeing under the Contract.

10.2 Lender Requirements. Except for the restrictions and conditions set forth in Article 19, Boeing shall provide to any of Owner's lenders or financing entities any information that such lender or financing entity reasonably requires and shall reasonably cooperate with such lender or financing entity and Owner to implement such financing. Boeing agrees to negotiate in good faith and issue such documents as may be reasonably required by any Owner lender or financing entity to implement such financing, including a contingent assignment of this Contract to such lender or financing entity, under terms reasonably acceptable to Boeing, but in no event shall Boeing be obligated to agree to anything (including agreement to make modifications to this Contract) that would impair, create a risk to, or otherwise prejudice its rights and benefits hereunder or increase its liabilities or obligations hereunder.

Article 11. Limited Warranty

11.1 Limited Performance Warranty.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

11.1.1 Performance Warranty. Boeing represents and warrants that, for a period of [***...***] following delivery of Services, including but not limited to delivery of Deliverables, such Services shall be conducted in a skillful and workmanlike manner in accordance with the standards, practices, methods, and procedures ordinarily expected from a skilled and experienced provider of satellite operations and maintenance services and associated engineering and software development services.

11.1.2 Remedies for Non-Compliance, Task-Ordered O&M Services. If Boeing is not in compliance with the foregoing performance warranty for any delivered Task-Ordered O&M Services, then upon notification by Owner of such non-compliance, Boeing shall correct the deficiencies in-place or re-perform the non-compliant portions of the Task Order within an incremental period of time not to exceed [***...***] (or such longer period of time as agreed by Owner) (the “**O&M Cure Period**”), and Boeing shall take all necessary steps to assure such non-compliance shall not occur in the performance of future Task-Ordered O&M Services. Boeing may be entitled to reimbursement of T&M expenses in accordance with Annex 5, Paragraph 3.0, provided that, when such T&M expenses are combined with the actual T&M expenses in the aggregate for all O&M Task-Ordered Services for the then-current annual period, such T&M expenses shall not exceed Boeing’s then-current Annual O&M Price Cap. If Boeing fails to achieve compliance for the affected Task Order within the O&M Cure Period, Boeing shall lose its [***...***] rights for such affected Task Order or sub-task and Owner shall have the right to delete the sub-task associated with such non-compliant Task-Ordered O&M Services under the Task Order for the remainder of the then-current annual period and for all future annual periods and have such sub-task be performed by Owner and/or by a third party, at Owner’s sole discretion. However, nothing in the preceding sentence shall relieve Boeing of its obligations under this Article to correct deficiencies or re-perform non-compliant portions of a Task Order in accordance with the performance warranty stated in Article 11.1.1 above.

11.1.3 Remedies for Non-Compliance, Task-Ordered Non-O&M Engineering Services. If Boeing is not in compliance with the foregoing performance warranty for any delivered Task-Ordered Non-O&M Engineering Services, then upon notification by Owner of such non-compliance, Boeing shall correct the deficiencies in-place or re-perform the non-compliant portions of the Task Order within an incremental period of time not to exceed [***...***] (or such longer period of time as agreed by Owner), and Boeing shall take all necessary steps to assure such non-compliance shall not occur in the performance of future Task-Ordered Non-O&M Engineering Services. Boeing may be entitled to reimbursement of T&M expenses in accordance with Annex 5, Paragraph 3.0, provided that such T&M expenses, when combined with Boeing’s actual T&M expenses in the aggregate for the applicable Task Order under which the non-compliant Task-Ordered Non-O&M Engineering Services were delivered, such T&M expenses shall not exceed Boeing’s applicable Task Order Target Price for such Task Order. If Boeing is unable to correct the deficiencies in-place or re-perform the non-compliant portions of the Task Order without exceeding Boeing’s applicable Task Order Target Price for such Task Order, then Boeing shall have no further obligation to perform Task-Ordered Non-

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

O&M Engineering Services to correct such deficiencies unless Owner agrees to compensate Boeing on a T&M basis for such Task-Ordered Non-O&M Engineering Services.

11.1.4 Fraud or Willful Misconduct. Owner may, at any time beyond the warranty period set forth above, require Boeing to remedy by correction or re-performance, without cost to Owner, any failure by Boeing to comply with the requirements of this Article if the failure is due to fraud or willful misconduct on the part of Boeing's managerial personnel.

11.2 EXCLUSION. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE.

Article 12. Termination for Default

12.1 If Boeing commits a breach of one or more obligations under this Contract so as to materially endanger performance of the Task-Ordered O&M Services, Owner may terminate this Contract for cause by providing written notice of default to Boeing by registered letter, by nationally recognized overnight courier (e.g., Federal Express), or by facsimile transmission. Such termination of this Contract as a result of default by Boeing shall be deemed effective [***...***] from receipt by Boeing of such written notice of default or upon such later date as specified in such written notice of default. Boeing has the right to correct such default within the [***...***] period, or such longer period specified by Owner in the written notice of default, without penalty or loss of rights granted anywhere in this Contract.

12.2 If this Contract is terminated as provided in this Article, Boeing shall:

12.2.1 Be paid the applicable T&M expenses incurred under all currently active Task Orders through the date such termination is effective, not to exceed the Annual O&M Price Cap for the terminated O&M Task-Ordered Services for the then-current annual period;

12.2.2 Reserved;

12.2.3 Upon request by Owner and at Owner's expense, protect and preserve property in the possession of Boeing in which Owner has an interest;

12.2.4 Notwithstanding Article 14.3 of this Contract, Boeing agrees to pay to Owner all reasonable costs to have this Contract completed by another responsible contractor, to the extent such costs exceed the total amount which Owner would have had to pay Boeing for this Contract had Boeing completed the Contract as required; provided however that Owner enters into a contract with a responsible contractor within one (1) year of notification of termination for default to complete the terminated effort;

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

12.2.5 Return to Owner all drawings and other technical data associated with the ICS which Owner provided to Boeing in order for Boeing to perform under this Contract.

12.3 If, after Owner's issuance of a notice of default under the provisions of this Article, it is determined for any reason that Boeing was not in default under the provisions of this Article, or that the delay was excusable under the provisions of the Article 7 (Excusable Delay), the rights and obligations of the Parties shall be the same as if Owner defaulted in performance of its obligations under this Contract as provided by Article 13 (Default by Owner).

Article 13 Default by Owner

In the event Owner fails to perform any obligation which it is required to perform pursuant to this Contract, including without limitation, subject to Annex 5, Owner's failure to make timely payments as required by this Contract, Boeing may, if such failure is not corrected by Owner within [***...***] after notice of such failure is given by Boeing to Owner, stop work on this Contract (except as otherwise provided herein) and consider Owner to be in default of this Contract. If the Owner is in default of this Contract, Owner shall immediately pay to Boeing, to the extent it had not already done so, payments for all Services completed (payable in full) or in process (payable on a prorated basis) prior to the date when such default by Owner occurs, not to exceed the Annual O&M Capped Price for terminated O&M Task-Ordered Services for the then-current annual period.

Article 14. LIMITATION OF LIABILITY

14.1 THE PARTIES TO THIS CONTRACT EXPRESSLY RECOGNIZE THAT COMMERCIAL SPACE VENTURES INVOLVE SUBSTANTIAL RISKS AND RECOGNIZE THE COMMERCIAL NEED TO DEFINE, APPORTION AND LIMIT CONTRACTUALLY ALL RISKS ASSOCIATED WITH THIS COMMERCIAL SPACE VENTURE. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF BOEING AND OWNER, AND THE REMEDIES OF BOEING AND OWNER, AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS CONTRACT FULLY REFLECT THE PARTIES' NEGOTIATIONS, INTENTIONS, AND BARGAINED-FOR ALLOCATION OF THE RISKS ASSOCIATED WITH THIS COMMERCIAL SPACE VENTURE.

14.2 Exclusive Remedies. THE SOLE REMEDIES OF EACH PARTY (AND ITS AFFILIATES AND AGENTS) FOR ANY CLAIMS AGAINST THE OTHER PARTY (AND ITS AFFILIATES AND AGENTS) WITH RESPECT TO ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT, OR OTHERWISE, AND WHETHER ARISING BEFORE OR AFTER DELIVERY OF ANY DELIVERABLE ITEM, FOR ANY LOSSES ARISING OUT OF OR RELATED TO THIS CONTRACT OR THE WORK ARE [***...***], WHICH ARE IN LIEU OF ANY OTHER REMEDIES AT LAW OR IN EQUITY.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

14.3 Limitation of Contractor's Liability . IN NO EVENT SHALL BOEING BE LIABLE TO OWNER AND ITS AFFILIATES AND ASSOCIATES IN AN AGGREGATE AMOUNT THAT EXCEEDS THE SUM OF THE TOTAL CONSIDERATION PAID BY OWNER TO BOEING FOR AUTHORIZED WORK UNDER THE ORIGINAL CONTRACT AND THIS CONTRACT. THE LIABILITY LIMITATION INCLUDES BUT IS NOT LIMITED TO LIQUIDATED DAMAGES, BOEING'S INCURRED COSTS (WHETHER INCURRED IN REPAIR OR REPLACEMENT OF DEFECTS IN DELIVERABLE ITEMS OR IN REPERFORMANCE OF SERVICES) OR ANY PRICE REDUCTIONS OR REFUNDS GRANTED TO OWNER UNDER ANY PROVISION OF THIS CONTRACT.

THE LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORUM IN WHICH THE CLAIM IS BROUGHT, WHETHER IN COURT OR IN ARBITRATION OR BY NOTICE TO BOEING TO REMEDY A DEFECT, OR WHETHER IT IS PAID AS A RESULT OF A SETTLEMENT. THE AMOUNT OF THE LIMITATION IS CUMULATIVE, AND IS EQUAL TO AN AMOUNT NOT TO EXCEED THE SUM OF THE TOTAL CONSIDERATION PAID BY OWNER TO BOEING UNDER THE ORIGINAL CONTRACT AND THIS CONTRACT. ONCE BOEING HAS PAID OWNER AN AMOUNT EQUAL TO THE LIMIT OF BOEING'S LIABILITY, THEN OWNER WILL NOT HAVE ANY FURTHER RIGHT TO RECEIVE MONEY FROM BOEING FOR ANY CLAIM.

14.4 No Consequential Damages, etc. . NEITHER BOEING NOR OWNER SHALL HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER WITH RESPECT TO THE SUBJECT MATTER HEREOF, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE) OR OTHERWISE FOR ANY CLAIM FOR LOSS OF USE, REVENUE OR PROFIT (OTHER THAN PROFIT FROM PAYMENTS UNDER THIS CONTRACT), OR FOR ANY PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT.

Article 15. Intellectual Property

15.1 Ownership/Confidentiality

15.1.1 Any specifications, drawings, technical information or other data furnished by Boeing to Owner shall remain Boeing's property, shall be kept confidential by Owner, and shall be returned to Boeing at Boeing's request.

15.1.2 Any specifications, drawings, technical information or other data furnished by Owner to Boeing (including, but not limited to, any Intellectual Property, Patents or other technical information provided to Owner by Motorola under an Intellectual Property Rights Agreement) shall remain Owner's property, shall be kept confidential by Boeing, and shall be returned to Owner at Owner's request.

15.2 Indemnity

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

15.2.1 Indemnification by Owner. Owner agrees to indemnify and hold Boeing harmless for any claim by any third party that Owner is not the legal owner or valid licensee of any specifications, drawings, technical information or other data furnished to Boeing by Owner under this Contract.

15.2.2 Indemnification by Boeing. Boeing agrees to indemnify and hold Owner harmless for any claim by any third party that Boeing is not the legal owner or valid licensee of any specifications, drawings, technical information or other data furnished to Owner by Boeing under this Contract.

15.3 Intellectual Property. Intellectual Property means all common law and statutory proprietary rights with respect to intellectual property, including software, patents, patent applications, copyrights, industrial designs, trademarks and service marks (and all goodwill associated with the foregoing), database rights, design rights (whether registered or not), trade secrets, mask work rights, data rights, moral rights, and similar rights existing from time to time under the intellectual property laws of the United States, any state or foreign jurisdiction, or international treaty regime.

15.4 Jointly-Developed Property. Boeing and Owner agree that any specifications, drawings, technical information or other data that is developed under this Contract, to enhance or improve the ICS shall be considered jointly developed Intellectual Property, and each Party may use and exploit such property for its own use and account in addition to its utilization with the ICS.

15.5 Special Projects. To the extent Boeing developed Intellectual Property under the Annex 17 and Annex 18 Special Projects under the Original Contract, and Boeing was paid for its work under such Special Projects, all Intellectual Property shall be owned exclusively by Owner, except as otherwise set forth in the Annex incorporating the Special Project into this Contract.

Article 16. Dispute Resolution

16.1 Procedures. All disputes arising out of or related to this Contract, unless specifically exempted by the language of this Article, will be decided by the internal dispute resolution procedures of this Article 16 (Dispute Resolution) and those other dispute resolution procedures set forth in attached Annex 7 (Dispute Resolution Procedures) or by the courts within the Commonwealth of Virginia as set forth in Annex 7 hereto, in an effort to reduce the incidence and costs of extended disputes. No act, omission, or knowledge, actual or constructive, of a Party will in any way be deemed to be a waiver of the requirement for timely notice of a dispute unless there is an explicit, unequivocal written waiver thereof.

16.2 Internal Dispute Resolution; Notice and Negotiation. Subject to the provisions of Article 16.3, the Parties will, prior to the initiation of any other dispute resolution procedure, attempt to resolve any dispute as follows:

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

16.2.1 The Party raising the dispute will provide to the person designated under Article 21 (Notices) of the other Party a notice of such dispute (a “ **Dispute Notice** ”). The Dispute Notice will include a clear and detailed description of the dispute and the specific provisions of this Contract relevant thereto. Each Party shall within [***...***] following the day the Dispute Notice is received provide the other with all documentation supporting its position in the dispute. The person designated under Article 21 (Notices) or such other appropriate individual will attempt to resolve the dispute promptly and in good faith.

16.2.2 If the dispute is not resolved within [***...***] after the receipt of a Dispute Notice by the receiving Party, at either Party’s written request the dispute will be forwarded to its corresponding senior management for resolution. The appropriate senior level managers of each Party will attempt to resolve the dispute promptly and in good faith.

16.2.3 If a dispute has not been resolved within [***...***] after request by either Party to forward the dispute to its corresponding senior management, the dispute shall thereafter be subject to the provisions of attached Annex 7, Dispute Resolution Procedures.

16.2.4 All negotiations pursuant to these internal dispute procedures will be confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

16.3 Injunctive Relief. Notwithstanding any other provision of this Article 16 (Dispute Resolution), either Party will have the right to apply to a court having appropriate jurisdiction to seek interim injunctive relief until the dispute is resolved.

16.4 Co-Party/Third Party Claims. The provisions of this Article 16 (Dispute Resolution) shall not be binding for disputes in the nature of cross-claims, impleaders, or any similar co-party or third-party claims, by one Party against another, resulting from and in connection with any action brought by any person other than a Party to this Contract.

16.5 Intellectual Property Rights. Notwithstanding the foregoing, the provisions of this Article 16 (Dispute Resolution) shall not be binding for disputes arising from or related to either Party’s Intellectual Property rights.

16.6 Third-Party Beneficiary. To the extent that a dispute involves Motorola’s third-party beneficiary rights, Motorola is a third-party beneficiary of this Article 16 (Dispute Resolution).

Article 17. Export Control

17.1 Neither Party shall export, directly or indirectly, any information or technical data disclosed under this Contract to any individual or country which the U.S. Government at the time of export requires an export license or other government approval without first obtaining such license or approval. The Parties recognize that Owner may be comprised of individuals or entities

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

for which Owner and Boeing must ensure that no disclosure of technical data is made unless and until Owner and Boeing obtains appropriate export licenses from the U.S. Government.

17.2 Owner agrees to provide to Boeing the information necessary to allow Boeing to evaluate the need to obtain licenses from the U.S. Government. The information will be provided in a timely manner in order to minimize the impact to Boeing's performance of the Annex 3 and Annex 4 Statements of Work or any Task Order issued pursuant to this Contract.

17.3 Boeing shall not be required to perform any work under this Contract requiring export licenses until such licenses have been obtained from the U.S. Government. Any Boeing delay resulting from the lack of an approved export license will be an excusable delay within the meaning of Article 7 (Excusable Delay) hereof.

Article 18. Permits and Licenses

18.1 Owner shall use its commercially reasonable efforts to defend and maintain all permits, licenses and approvals required by the United States Federal Communications Commission (FCC) or by any applicable U.S. law or regulation, as well as all necessary orbital locations and radio frequency spectrum, to operate the Constellation and to operate the System Control Segment in accordance with their respective terms and conditions.

18.2 Owner shall use its commercially reasonable efforts to operate the Constellation and System Control Segment in accordance with all applicable laws and government regulations.

18.3 Owner shall pay for its costs of applying for, obtaining and renewing the aforementioned approvals, licenses and permits.

18.4 Owner agrees not to take any action or enter into any agreement or arrangement with a third party that conflicts with Boeing's rights and obligations under this Contract, or to act or fail to act in any manner which would interfere with Boeing's aforementioned responsibilities.

18.5 Nothing contained herein shall be interpreted as requiring Boeing to apply for or obtain the blanket mobile licenses to operate subscriber units nor the authorizations necessary to operate gateways in the United States or any other country.

Article 19. Disclosure and Use of Information by the Parties

19.1 " **Proprietary Information** " is defined as all (i) confidential, proprietary and/or trade secret information and (ii) tangible items and software containing, conveying or embodying such information.

19.2 Except as may be specifically provided otherwise in this Contract, Proprietary Information of Boeing disclosed hereunder to Owner may only be used by Owner for monitoring the progress of the performance of this Contract by Boeing.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

19.3 Except as may be specifically provided otherwise in this Contract, Proprietary Information of Owner disclosed hereunder to Boeing may only be used by Boeing in performance of the work specified in this Contract.

19.4 It is agreed that for a period of [***...***] following the receipt of Proprietary Information, the receiving Party will use such information only for the purpose(s) provided in Articles 19.2 and 19.3 above as applicable and shall take reasonable efforts to preserve in confidence such Proprietary Information and prevent disclosure thereof to third parties. Each of the Parties agree that it will use the same reasonable efforts to protect the other's Proprietary Information as are used to protect its own but will at least use reasonable care. Disclosures of such information shall be restricted to those individuals directly participating in the efforts provided in Articles 19.2 and 19.3 above who have a need to know such information, and, who have been made aware of and consent to abide by the restrictions contained herein concerning the use of such information.

19.5 The obligation to protect Proprietary Information, and the liability for unauthorized disclosure or use of Proprietary Information, shall not apply with respect to such information which is now available or becomes available to the public without breach of this Contract; information lawfully received without restrictions from other sources; information known to the receiving Party prior to disclosure not subject to a separate nondisclosure obligation; information published or disclosed by the disclosing Party to others, without restriction; information developed by the receiving Party independent of and without use of information disclosed by the disclosing Party; or, information for which further use or disclosure by the recipient is authorized in writing by the disclosing Party.

19.6 Marking. Without limiting the foregoing, all documents, data, and other Deliverables which would be considered Confidential Information or Intellectual Property as provided by this Contract will only be marked: (i) as "Iridium Confidential" or "Iridium Proprietary," if solely owned by Owner in accordance with the terms of this Contract; or (ii) as "Iridium/Boeing Confidential" or "Iridium/Boeing Proprietary," if jointly owned by Owner and Boeing in accordance with the terms of this Contract. Such documents, data, and other Deliverable will not be marked "Boeing Confidential" or "Boeing Proprietary" or with any similar Boeing or third party marking, unless solely owned by Boeing in accordance with the terms of this Contract.

Article 20. Nondiscrimination, Equal Opportunity, and Other Requirements

During the performance of this Contract, Boeing agrees to comply with all United States federal, state and local laws concerning discrimination in employment and non-segregation of facilities including, but not limited to, the requirements of Executive Order 11246 (41 CFR 60-1.4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.4), and the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (41 CFR 60-250.4), which equal opportunity clauses are hereby incorporated by reference.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Article 21. Notices

All notices required by this Contract will be in English, will be effective on the date of receipt, and will be transmitted by any customary means of written communication, including but not limited to registered letter, nationally recognized overnight courier (e.g., Federal Express), or facsimile transmission, addressed as follows:

Boeing:

The Boeing Company
13100 Space Center Blvd.
Houston, Texas 77059-3556
Attention: Contracts Manager
[***...***]

Owner:

Iridium Constellation LLC
1750 Tysons Boulevard, Suite 1400
McLean, VA 22102
Attention: Chief Legal &
Administrative Officer

Article 22. Miscellaneous

22.1 Headings. Article and paragraph headings used in this Contract are for convenient reference only and are not intended to affect the interpretation of this Contract.

22.2 GOVERNING LAW. THIS CONTRACT WILL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, U.S.A., EXCEPT THAT NEW YORK CHOICE OF LAW RULES SHALL NOT BE INVOKED FOR THE PURPOSE OF APPLYING THE LAW OF ANOTHER JURISDICTION.

22.3 Waiver/Severability. Failure by either Party to enforce any provision of this Contract will not be construed as a waiver. If any provision of this Contract is held unlawful or otherwise ineffective by a court of competent jurisdiction, the remainder of the provisions of the Contract will remain in effect.

22.4 Survival of Obligations. The following Articles of and Annexes to this Contract will survive termination or cancellation of any part thereof to the extent that the rights of a Party thereunder have accrued as of the date of termination or cancellation: those relating to Article 8 (Indemnification/Insurance), Article 9 (Re-Orbit Rights and Obligations), Article 14 (Limitation of Liability), Article 15 (Intellectual Property), Article 19 (Disclosure and Use of Information by the Parties), Article 22 (Miscellaneous), Annex 17 (Group Call Functionality), and Annex 18 (Broadband Functionality).

22.5 Reserved.

22.6 Order of Precedence. In the event of inconsistency among or between this Contract, the Annexes to this Contract, including Statements of Work, and Task Orders, such inconsistency shall be resolved by giving precedence in the order set forth below:

1. Annexes 17 and 18;

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

-
2. Articles 1 through 22 of this Contract;
 3. The Annexes to this Contract (other than Annexes 17 and 18), including Statements of Work; and
 4. Task Orders.

provided, however, that if a Task Order expressly provides that such Task Order or any provision thereof shall take precedence over this Contract (Articles 1 through 22, excluding Articles 4, 9 and 14, and the Annexes), such Task Order or the applicable provision(s) thereof shall take precedence over Articles 1 through 22, excluding Articles 4, 9 and 14, and the Annexes, as applicable. In no event shall a Task Order take precedence over Articles 4, 9 or 14 hereof.

22.7 Laws. Each Party warrants that in the performance of this Contract, it will comply with all applicable federal, state, local and foreign laws and ordinances and all lawful orders, directives, rules and regulations thereunder (collectively “**Laws**”).

22.8 Security and Access to Facilities and Information. Boeing shall follow the security procedures specified from time to time by Owner. Without limiting the foregoing, the following procedures will be followed in providing Owner with unrestricted access to facilities and information pertaining to Boeing’s performance of this Contract:

22.8.1 Owner shall have access to Owner-furnished facilities at all times, including but not limited to all meetings at the Satellite Network Operations Center (SNOC) and the Technical Support Center (TSC).

22.8.2 Owner shall have full and unrestricted access to Services and Deliverables and to such Services and Deliverables prior to completion, including but not limited to all information pertaining to the operation and maintenance of the ICS except as otherwise provided in this Contract.

22.8.3 All Deliverables shall be placed on servers owned and controlled by Owner and/or its Affiliates.

22.8.4 Access to the above facilities and information shall be provided on a reasonable basis, consistent with Boeing’s policies (and requiring compliance with applicable law) and is not intended to interfere with Boeing’s ability to perform as required under this Contract.

22.9 Reserved.

22.10 Use of Owner’s Facilities. Boeing is not authorized to and shall not utilize Owner’s facilities in the performance of any other Boeing business, except as specifically required for the performance of Services hereunder.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

22.11 Motorola as Third-Party Beneficiary. The Parties acknowledge that Motorola is an express third-party beneficiary of certain provisions of the Original Contract as set forth therein and that neither of the Parties intends that this Contract or any of the amendments to the Original Contract effected hereby affect any of their respective obligations to Motorola thereunder, all of which shall remain in full force and effect.

22.12 Employee Nonsolicitation. Each Party agrees that, for the entire period of the Contract term, and continuing for [***...***] after the termination or completion of the Contract (as it may be extended or otherwise amended), neither Party nor any of its successors shall directly or through any recruiting agency, headhunter or similar entity or person acting on its behalf, solicit or recruit any employee of the other Party (which as to Boeing means any previous or current Key Personnel as defined in this Contract) (“ **Covered Employee** ”). If any Covered Employee should freely resign from a Party, and provided that the other Party had not previously solicited or recruited such Covered Employee, then such other Party will be free of this restriction. The list of Covered Employees may be provided by a Party or its successor(s) at any time on or before a contract termination and/or the sale or other transfer of a majority of Owner’s assets. This Article 22.12 shall survive this Contract’s termination.

22.13 Entire Agreement. Except to the extent set forth in Article 22.11, this Contract as between Boeing and Owner constitutes the entire agreement between the Parties and supersedes all prior understandings, commitments, and representations, if any, of the Parties with respect to the subject matter hereof. As between Boeing and Owner, it is understood and agreed that the letter agreement between Boeing and Motorola dated December 11, 2000 (the “ **Motorola Side Letter** ”) shall in no way affect the relationship between Boeing and Owner under the Original Contract, this Contract or otherwise. Nothing contained herein shall in any way affect or impair any of the rights or obligations of Boeing or Motorola under the Motorola Side Letter. Except as expressly set forth in this Contract, neither Boeing nor Owner has relied on the representations of the other Party in entering into this Contract. Owner and Boeing are knowledgeable commercial Parties in the subject matter of this Contract, which the Parties negotiated at arms’ length.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

THE BOEING COMPANY**IRIDIUM CONSTELLATION LLC**By: /s/ Danny WhiteBy: /s/ John BrunetteName: Danny WhiteName: John BrunetteTitle: Manager, ContractsTitle: Chief Legal & Administrative OfficerDate: July 21, 2010Date: July 21, 2010

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 1

In-Orbit Insurance Policy

*See Appendix 1, Referenced Documents for
Amended and Restated Contract No. BSC-2000-001:*

*Tab A
Satellite Third Party In-Orbit Liability Insurance,
Policy No. [***...***], dated 11 December 2009*

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 2

Reserved

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 3

Statement of Work for Iridium ® System Operations and Maintenance

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 3
S TATEMENT OF W ORK
FOR
I RIDIUM® S YSTEM
O PERATIONS AND M AINTENANCE

1.0 SCOPE OF OPERATIONS AND MAINTENANCE

1.1 Scope

Pursuant to the Amended and Restated Contract (this Contract), Task Orders will be issued based on the scope of work specified in this Annex 3. Notwithstanding anything in this Contract to the contrary, in the event one or more Task Order(s) omits any scope as set forth below, Boeing shall continue to provide such scope of work as Services hereunder.

Boeing's responsibilities shall include the following:

(a) operate and maintain the ICS. This responsibility shall not extend to satellites that were inoperable on the effective date of the Original Contract or that become inoperable after the effective date of the Original Contract.

(b) work on improvements to (vs. maintenance of) ICS capacity, quality of service and/or operational enhancements, or development of new capabilities, will be accomplished through authorized Project Description Documents, as that term is defined in the Ground Systems and Space Systems Task Orders identified in Annex 6 to this Contract.

(c) support and implement Gateway Earth Terminal availability to meet service and availability level requirements;

(d) support the North American (U.S.) gateway, the Hawaii gateway, one (1) U.S. or non-U.S. gateway. In addition, Boeing will support other Gateways as identified by Owner. As these other Gateways are identified they will be added to this Statement of Work and may result in Boeing requesting a change in the applicable Task Order under this Contract unless it can be accomplished within the Task Orders specified in subparagraph (b) above.

(e) perform continuous improvement and quality of service verification; and

(f) operate and maintain the Technical Support Center (TSC);

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

For each of the responsibilities above, Boeing will perform the duties and activities as follows:

- (1) operations;
- (2) software and hardware maintenance and mutually coordinated enhancements, all in accordance with historical practices;
- (3) provision and replacement of Gateway Field Replaceable Units (FRUs) and System Control Segment FRUs;
- (4) overall system engineering, analysis and investigation;
- (5) fault detection, isolation, and resolution;
- (6) system improvement, capacity projections and expansion; and
- (7) communications between the Owner and Boeing

Boeing shall use commercially reasonable efforts to operate and maintain the Space System, to the extent within its control, to the Service Level Specifications for the following measurements:

- (1) [***. . .***];
- (2) Quality of Services; and
- (3) [***. . .***].

1.2 Owner Provided Services

Owner will provide (and will require the Gateways to provide) Boeing with reasonable cooperation and assistance in connection with the products and activities described in this Contract. Such cooperation and assistance will be in accordance with normal operating procedures to minimize system disruption. In connection therewith, PSTN and system access and usage will be provided at no cost.

1.3 Glossary of Terms

Constellation or Space Segment – That part of the Iridium Communications System consisting solely of the Space Vehicles (also called satellites) in low earth orbit. It does not include the System Control Segment, Gateways, Iridium Subscriber Units (ISUs), Multiple Access Units (MXUs) or other components.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Earth Terminal (ET) – The tracking antenna and RF terminal utilized for Ka Band communication with the Space Vehicles.

Field Replaceable Unit (FRU) – Hardware components that are replaceable in the field by sub system specialists. Typically this includes plug-in electronic boards and shelves that are maintained in the spares inventory.

Gateways (GW) – These organizational structures encompass the ground based facilities supporting the subscriber billing/ information functions in addition to call processing operations and the connection of the IRIDIUM subscriber communications through the Public Switched Telephone Network (PSTN).

Ground Stations – Collectively, all Gateways, the Teleport Network, the SNOC, and TTACs facilities, each as defined in this Contract, including all equipment, software, documentation and OSDN interconnects incorporated therein.

IRIDIUM Communications System (ICS) – As defined in Article 1.2.10 of this Contract.

Network Element – An active call processing, message delivery, or data transport hardware, software or system operated and managed by Owner.

Operations and Maintenance Support Escalation Levels – The escalating levels for reporting an ICS network defect or issue in accordance with Owner's standard defect reporting procedures, including the following Tier 1 through Tier 4 levels:

Tier 1 – Personnel that have direct contact with ICS equipment, i.e. the site personnel.

Tier 2 – Personnel that have the next level of knowledge to assist remote site personnel with anomaly resolution, i.e. SNOC personnel.

Tier 3 – Engineering personnel that have subject matter expertise to provide the next level of assistance to provide SNOC and site personnel with anomaly resolution. This level of engineering support will also address existing or new defect identification.

Tier 4 – Depot level support responsible for repair or replacement of failed field replaceable units. This level is also responsible to correct or find a work-around to software defects. This can be accomplished either at Owner's Technical Support Center or at a vendor facility.

Operational Support Data Network (OSDN) – The secure data communications network dedicated to data communications among the Ground Stations used for the transport of ICS-related network management and mission data information.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Satellite Network Operations Center (SNOC) – SNOC is the operations center for the entire ICS. SNOC provides real time operations coordination and management for both: the Space System i.e. Constellation, OSN and TTACs, as well as the terrestrial network i.e. Gateways, MTC and ODN.

Service Level Specification – An agreed upon set of metrics to verify the performance (or service provided by) the ICS (its individual components or operations/support personnel) are being maintained at a specified level.

Space Segment or Constellation – That part of the Iridium Communications System consisting solely of the Space Vehicles (also called satellites) in low earth orbit. It does not include the System Control Segment, Gateways, ISUs, MXUs or other components.

Space System – The integrated combination of the Space Segment and the System Control Segment.

Space System Operations Plan – Documentation that details the operation of the Space System and the actions required to retain its performance characteristics at the levels provided in the Space System Statement of Work. It also describes the operations of the entire IRIDIUM Communications System.

Space Vehicle (SV) – The terms Space Vehicle and Satellite have the same meaning throughout this Contract and refer to the individual or multiple satellites that comprise the Constellation.

Spare Space Vehicle – A Space Vehicle not currently in mission orbit. Spare Space Vehicles will be stored in a Spares Orbit for later insertion into mission orbit.

Subscriber Unit Segment – This term refers collectively to the individual equipment units used by subscribers and capable of initiating and/or receiving communications through the IRIDIUM Communications System. These include all devices (either single or multiple) used on land sea or air for voice telephony, paging, FAX, Data or other services.

System Control Segment (SCS) – The term refers to the various ground based sites, equipment and facilities used to manage and control the individual Space Vehicles of the Constellation, and the communications links of the IRIDIUM Communications System. The System Control Segment is composed of the SNOC, TTACs, Message Termination Controller (MTC), ODN and the OSN.

Technical Support Center (TSC) – The Technical Support Center provides maintenance support comprised of technical experts and laboratory facilities. The TCS analyzes and resolves of SCS, SV, or GW anomalies, tracks and analyzes technical metrics, and implements/validates approved ICS enhancements.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Telemetry Tracking and Command (TTAC) – The TTACs provide the interface via ET for the SCS or SNOC to communicate with and control the SVs. The TTACs are utilized for real time management and control of the Constellation as well as tracking and control of SV launches. TTACs also provide the interface for the MTC to route paging messages to the Constellation.

Teleport Network – the geographically diverse collection of feederlink terminals connected using high availability ground communications to provide multiple access points among and between the ICS Space Segment, System Control Segment, Gateways and NEXT. The Teleport Network exists in both the ICS and NEXT and provides communications both within the ICS and among and between the ICS and NEXT.

Unplanned Outage – Any unplanned service interrupting or performance degrading event that occurs during normal operations caused by a fault to any hardware, software or service.

2.0 OPERATIONS & MAINTENANCE REQUIREMENTS

The following paragraphs specify the Operations and Maintenance requirements.

2.1 Space System O&M

This paragraph sets forth the requirements to operate and maintain the Space System.

Changes in operations process require a notification to Owner.

Owner shall be notified, per agreed to notification procedures, of occurrence of any condition that puts the Iridium Communications System in a “hazardous condition.” “Hazardous conditions” will be determined by Owner from time to time and notified to Boeing.

Boeing shall prepare and submit to Owner the following reports in the frequency specified:

- (a) [***. . .***].
- (b) [***. . .***].
- (c) [***. . .***].

2.1.1 Constellation Control and Maintenance

Boeing shall use commercially reasonable efforts to operate, monitor, repair and maintain the software (and applicable ground hardware) of the Space System (including the individual Space Vehicles but excluding such software or hardware, if any, provided by or

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

through Owner (and not by or through Boeing or at Boeing’s request) as necessary to maintain service in accordance with the Service Level Requirements.

All critical system anomalies shall be investigated within a reasonable time period with the word “reasonable” defined by the circumstances of the situation itself, root causes established and necessary work-arounds/fixes identified, developed and implemented by Boeing and Owner, all as further specified in the Satellite Network Operations Center (SNOC) & Technical Support Center (TSC) Fault Escalation and Notification Process and other historical processes.

Boeing shall support Owner in the disposition of satellite assets by providing data and a recommendation with regard to [***. . .***]:

- (1) [***. . .***]
 - (2) [***. . .***]
 - (3) [***. . .***]
 - (4) [***. . .***]
 - (5) [***. . .***]
 - (6) [***. . .***]
 - (7) [***. . .***]
 - (8) [***. . .***]
 - (9) [***. . .***]
- [***. . .***].
- [***. . .***].

2.2 Gateways O&M Support

Boeing shall provide Gateway operations and maintenance support to Owner for maintaining the operating state of the network equipment within design specifications (or other agreed upon performance levels).

Boeing shall be responsible for the initial diagnosis and isolation of reproducible Gateway equipment hardware malfunctions.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Boeing shall replace or repair [***...***], failed Gateway and TTAC Owner provided FRU's. Replacement FRU's may be newly manufactured equipment or re-manufactured equipment performing to new equipment standards. Owner shall be responsible for the cost of the materials, maintenance of inventory and shipping the failed FRU's to Boeing, postage paid, and for all customs and duties related to the shipment, in accordance with existing Owner procedures.

Boeing shall provide a single point of coordination (e.g. GTAC) to each Gateway for the return of failed FRU's.

2.3 Gateway Technical Support

Boeing shall provide technical assistance to the Gateways for the support of all Gateway/ICS hardware and software. [***...***].

The Gateway Technical Assistance Center (GTAC) shall be the point of contact for all Gateway technical assistance consisting of Trouble Analysis Support and Software Implementation Support.

The GTAC shall be available to provide Owner with telephone-based technical consultation 7 days per week, 24 hours per day. In addition to GTAC personnel, GTAC functions can also be handled by qualified SNOG personnel to provide the 7 by 24 coverage.

The GTAC staff employed by Owner shall follow Boeing-established trouble ticket tracking procedures for all Gateway equipment problems, including Logging, Reporting, Tracking, Escalation and Closure.

Problems reported through GTAC shall be compiled and analyzed in terms of trend analysis and quality metrics tracking. Reports will be the same form as after action reports defined in Section 2.1 item (c) and Section 3.3.2.

The GTAC staff shall aid the Gateway operators to confirm problem isolation and troubleshooting. Problems that cannot be directly resolved by the GTAC staff will be escalated to Contractor Engineering or the Subsystem supplier as appropriate using established procedures that meet the Service Level Requirements.

The GTAC staff shall also provide assistance to the Gateway operators during the installation of new Software releases, including on-site installation for new Major Software Releases [***...***].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

3.0 SPACE SYSTEM AND GATEWAY SERVICE LEVEL REQUIREMENTS

3.1 Performance

Boeing shall use its commercially reasonable efforts to maintain the [***...***]. Boeing shall take all reasonable steps to keep the ICS operating, subject only to events which are beyond the control of Boeing. Any changes to the level of service will require the consent of Owner.

Boeing will be responsible for the following:

- (a) quality of service, system performance, and availability; and
- (b) response and resolution times for anomalies.

3.2 Service Level Requirement Definitions

The Space System and Gateway Service Level Requirements are defined in terms of:

- (1) [***...***]; and
- (2) [***...***].

Boeing and Owner shall mutually agree on the data collection and data analysis techniques used to generate the service level measurements. Results of service level measurements shall be reported to Owner together with recommendations for corrective or other actions within a reasonable timeframe. Any service affecting decision to any system, subsystem, or element of the communications system shall be implemented in accordance with Owner's approved change control process.

3.3 Maintaining Quality of Service

A high level of quality of service will be maintained by Boeing by utilizing a combination of continuous process improvement initiatives, Fault Escalation processes, an awards and recognition program to support high performance levels, and training initiatives.

3.3.1 Continuous Process Improvement

Tactical and strategic continuous process improvement initiatives will be maintained for every aspect of the operation. All system outages will be analyzed until a root cause is determined. Corrective actions will then be assigned and tracked until closure. Sub-processes associated with continuous process improvement include [***...***] outage meetings and metrics and weekly Quality of Service (QoS) Review meetings and metrics.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

3.3.1.1 [***...***] Outage Meeting

[***...***]. An anomaly report will also be assigned to the appropriate POC at this meeting and completed within 48 hours of the assignment.

3.3.1.2 Quality of Service Review

The purpose of the QoS Review is to serve as a mechanism for identifying operations problems which impact or have the potential to impact telephony or messaging service, and to determine and track corrective actions. The net result of actions performed by the QoS Review should be a continuous improvement in the performance of the Iridium System.

3.3.1.2.1 Scope

The QoS Review will address operations issues which directly impact service or issues which have the potential, if left uncorrected, to impact service. Other anomalies which do not meet the above criteria will be handled through other processes.

3.3.1.2.2 Operations Problem Identification and Resolution Process

Although operations problems may be identified from several sources, the [***...***] Satellite Network Operations (SNO) Outage Report is the primary source for operations problem identification. The resolution of operations problems will be provided by the generation of either an action item to develop or modify an operations procedure, or the generation of a system design defect/feature requirement.

3.3.1.2.3 Action Items Process

Action items will be developed for operations problems that are identified in the [***...***] SNO Outage Report. The QoS Review Facilitator will develop action items with the responsible manager(s) as needed to ensure an accurate description and an appropriate course of action for problem resolution. An QoS Review Facilitator will enter these operations problems into the Issues Database as a means for generating, assigning, and tracking action items.

Operations action items may also be developed as identified in the QoS Review meeting or by other operational organizations. Action items contained in Anomaly Reports will be reviewed in the QoS Review and restated as needed. These Anomaly Report action items will be entered into the Anomaly Report Database and tracked by the QoS Review Facilitators. Although the QoS Review process will not track all operations related issues that are entered into the Issues Database, any SNOC staff member can identify an issue that needs development into an action item and that should be tracked by the QoS Review. The originator of these issues must coordinate with the QoS Review Facilitators on these issues.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Once an operations problem is entered into the Issues Database the resulting action item will be tracked by the QoS Review Facilitators. The QoS Review Facilitators will generate an QoS Review Action Items Status Report as a means of tracking the status and reporting progress against these action items. This report will include the action item number, description, lead responsibility, opened date, due date, and status. The QoS Review process reports action item closure status as a part of the [***...***] review process.

The status of each QoS Review action item will be reviewed by the QoS Review Facilitator with each of the Action Item Leads prior to each weekly QoS Review meeting. It is the responsibility of the Action Item Leads to ensure closure of their action items. Action items may be closed only after the Action Item Lead has provided hardcopy of the required, approved documentation to the QoS Review Facilitator. Action items that have been closed during the previous [***...***] will be noted in the Action Item Status Report that is distributed at the next QoS Review meeting. Closed action items will be archived by the QoS Review Facilitators in a separate report that is available for review.

3.3.1.2.4 Defects Process

In addition to action items, new defects or features may be generated as a result of the SNO Outage Report process. An QoS Review facilitator will develop defects with the responsible manager(s) as needed and will coordinate with a CMVC administrator to ensure that the defects are entered into the CMVC system. Defects may also be developed as identified in the QoS Review meeting. The Boeing process reports defects and associated outage issues as a part of the [***...***] outage review, QoS Review and SPR

3.3.2 Fault Escalation Processes

Boeing shall comply with the approved Satellite Network Operations Center (SNOC) & Technical Support Center (TSC) Fault Escalation and Notification Process, as such process may be amended and approved by Owner from time to time.

3.3.3 Awards and Recognition

Awards will be given to individual members of the operations team that have exhibited outstanding performance in the execution of their jobs. These awards encourage continuous improvement by the individuals and enhance operations effectiveness. The awards are determined by Boeing program management.

3.3.4 Training

Every shift position at the SNOC has a rigid certification process. Every individual working operations must complete this certification process prior to working unsupervised. The process consists of three parts, initial classroom instruction, on the job

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

training, and recurring training. The average duration for a certification is approximately [***...***].

4.0 SUSTAINING ENGINEERING

Boeing shall maintain, as part of the sustaining engineering effort, a core Space System and Gateway analysis/investigation team whose focus is to analyze system performance, using both customer data (e.g. CDRs) and customized test results, to understand the causes of limitations in the overall service delivery to the customer.

If the limitation is due to a critical defect in one of the Space System or Gateway segment components, a defect shall be written and assigned to the responsible party for resolution. If the limitation is due to a design limitation/characteristic, then the Boeing engineering team shall consult with Owner within a commercially reasonable timeframe on potential design changes that will improve system performance beyond the current design limit.

All network changes shall be implemented in accordance with Owner's approved change control process. A Service Impact Request (SIR) shall be submitted for approval of any change that presents a potential service impact and may place a network element in a high-risk condition. All network changes shall be reviewed and a pre-upgrade/ pre-installation conference between Boeing and Owner will be conducted before the upgrade is implemented (e.g., ODN/OSN rerouting, Gateway upgrades).

Boeing agrees to work with Owner to implement and report upon a Continuous Improvement Program with the objective of enhancing the overall ICS contingent on the reasonable availability of resources. Suggested areas to be addressed include the following:

- (1) [***...***];
- (2) [***...***];
- (3) [***...***];
- (4) [***...***]; and
- (5) [***...***].

5.0 STAFFING REQUIREMENTS

Throughout the performance of this SOW, Boeing shall maintain a professional staffing level with the skills necessary to comply with the requirements of this SOW.

5.1 Functions Performed

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

(1) Perform constellation control, maintenance, and gateway O&M technical support. This support includes daily operations planning, execution, monitoring, and maintenance of the satellite network, TTACs, and gateways. This also includes the diagnostic and recovery procedures for anomalies that occur within the network infrastructure.

(2) System modifications to maximize system availability, capacity, and diagnostics, reduce operational maintenance, improve reliability, and extend life expectancy. This also includes defect resolution, operational process and logistic improvements, capital cost reductions and incorporation of new service features and offerings.

The following outlines the functions performed (this list may be amended from time to time as necessary to reflect Boeing's support of all subsystems included within the then-current Iridium commercial baseline):

Iridium Operation Monitoring and Control

- Mission Director
- Flight Operations Specialist
- Real Time State (RTS) of Health Engineering & Analysis
- Telemetry, Tracking and Control (TTAC) and Network Operators
- Control Facility Operators

Iridium Mission Operations

- Mission Planning Analysts
- Mission Orbital Engineers and Analysts
- Control Facility Analysts
- Mission Operations System Engineering
- Mission Ops Training

Iridium Spacecraft Subsystem Engineering Expertise

- Power (Batteries and Solar Arrays)
- Attitude Determination
- Attitude Control
- L-Band Hardware
- K-Band Hardware
- Thermal Control
- Main Mission Antenna

Iridium Payload Software Domain Engineering Expertise

- L-Band Functional Software
- K-Band Functional Software
- Telephony Software
- Main Mission Antenna Manager
- Crosslink and Feederlink Functional Software
- Core Bus Software
- Build & Release Install & Audit (BRIA) Payload Software

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Operation Monitoring and Control

- Mission Director
- Flight Operations Specialist
- Real Time State (RTS) of Health Engineering & Analysis
- Telemetry, Tracking and Control (TTAC) and Network Operators
- Control Facility Operators

Iridium Mission Operations

- Mission Planning Analysts
- Mission Orbital Engineers and Analysts
- Control Facility Analysts
- Mission Operations System Engineering
- Mission Ops Training

Iridium Spacecraft Subsystem Engineering Expertise

- Power (Batteries and Solar Arrays)
- Attitude Determination
- Attitude Control
- L-Band Hardware
- K-Band Hardware
- Thermal Control
- Main Mission Antenna

Iridium Payload Software Domain Engineering Expertise

- L-Band Functional Software
- K-Band Functional Software
- Telephony Software
- Main Mission Antenna Manager
- Crosslink and Feederlink Functional Software
- Core Bus Software
- Build & Release Install & Audit (BRIA) Payload Software

Iridium Satellite Control Station Software Domain Engineering Expertise

- Mission Planning Software
- Orbit Service Software
- Satellite Control Software
- COMET Software
- Infrastructure Domain Software
- Integrated Network Management Software
- Satellite Control Databases
- SVDB Database Analyst
- Real Time Products (RTP) Analyst
- Build of Material (BOM) tools
- BRIA SCS Software

Iridium Ground Network Software Domain and Configuration Management Expertise

- Messaging
- Earth Terminal Communication Sub-system (ECS)
- Siemens D900 Equipment

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

- Earth Terminal Transmission Sub-system (ETS)
- Operations Maintenance Control - Gateway (OMC-G)
- Operations Maintenance Control - Radio (OMC-R)
- Unix Administration
- CISCO Administration
- PC Support
- CMVC/Clearcase Administration
- BRIA Administration
- COTS Administration

Iridium Integration and Test Domain Expertise (Unique from Development Above for Verification)

- Lab Operations Support
- Test Conductors
- Lockheed Bus Control Software (LBCS)
- K-Band
- L-Band
- AVVA
- Orbit Services
- Satellite Control
- Mission Planning
- Telephony
- ETS
- MTC
- ET
- Subscriber Equipment

Service Management

- Service Quality Monitoring
- System Simulation, Modelling and Tools
- Service Quality Troubleshooting and Analysis
- New Products and Feature Support

Program Management

- Logistic Support for TTAC, Gateways, Backlot and TVC
- Technology/Export Compliance
- Project Planners
- Facility Managers

5.2 Annual Activity Planning

Each year in October Boeing shall seek approval of the annual project plans related to system improvement activities and significant operational and maintenance initiatives to be accomplished in the following calendar year. Each major activity shall include objectives, cost benefit, milestone descriptions, milestone dates, effort and capital resources required and risk assessment for review. Progress in achieving project plans shall be reviewed at each Monthly Program Review.

Flexibility must be maintained to reprioritize activities in support of evolving needs and objectives. Redirection in priorities and consequences shall be reviewed in the Monthly Program Reviews.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 4

Statement of Work

for

Iridium[®] System

Re-Orbit

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 4
S TATEMENT OF W ORK
FOR
I RIDIUM® S YSTEM
R E -O RBIT

In the event any of the conditions included in Articles 9.4, 9.5 and/or 9.6, then Boeing will proceed with Re-Orbit of the active Iridium Constellation (as that term is defined in the Annex 3 Statement of Work). The Re-Orbit will be accomplished in accordance with the Boeing Re-Orbit Plan, Revision X2, dated August 6, 2003, as heretofore modified (the “**Boeing Plan**”), which has been established from the government-coordinated Motorola Re-Orbit Plan (as it existed on September 7, 2000) or any successor plan thereto accepted and approved by the U.S. Federal Communications Commission and compliant with the requirements of the U. S. Government Indemnification Contract.

The Boeing Plan includes satellite groupings, operations procedures, Re-Orbit schedule and command sequences (safemode and passivation).

The Boeing Plan will be reviewed and updated [***...***] to accommodate any changes to the Constellation or ground systems.

Boeing will perform the following activities during the quarterly review and update cycles.

1. Review and update SV grouping plan and Re-Orbit schedule.
2. Review and update all procedures related to Re-Orbit to insure that they are compatible with current ground and vehicle configurations.
3. Review, update and test all products necessary to perform the Re-Orbit including Re-Orbit safemode command sequence (generic and vehicle specific) and Re-Orbit passivation command sequence (generic and vehicle specific).
4. Perform Re-Orbit readiness review.

The following states Boeing’s requirements relative to Re-Orbit of the Iridium Constellation. Owner agrees that in Owner’s application to the Federal Communication

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Commission (FCC) for license transfer, the requirements set forth in the following paragraphs will be met.

Background

The purpose of this document is to summarize several key aspects of Iridium Constellation Re-Orbit which are considered by Boeing to be necessary for technical success and to ensure liability insurance coverage.

It should be noted that the Boeing Plan is only for active controllable satellites. [***...***].

Expeditious Plan Execution

The Boeing Plan will be executed in accordance with the Re-Orbit Plan. It is essential for Boeing to complete the Re-Orbit procedures for all controllable satellites to allow the satellites to atmospherically Re-Orbit within the [***...***] window covered by the insurance policy period.

Plan Execution Flexibility

Boeing's ability to modify the Re-Orbit schedule and satellite Re-Orbit groupings is necessary to accommodate system re-configuration changes, satellite system failures and any unplanned events which happen during Re-Orbit execution. Boeing will have maximum flexibility in these areas to insure the overall success of Re-Orbiting the Iridium Constellation.

Agreements between Motorola and U.S.A.F. Space Command/NORAD associated with satellite tracking and close approach notification have been extended to Boeing. NORAD's support for simultaneous maneuvering of a least [***...***] satellites is essential to the Boeing Plan because limitations on the number of simultaneous maneuvering satellites could adversely impact Boeing's ability to complete the Boeing Plan in the scheduled time frame necessary to allow satellite re-entry and impact during the period that is covered by the Re-Orbit insurance policy.

Technically Reasonable Requirements

Boeing will make all reasonable efforts to successfully Re-Orbit the Constellation within the technical limitations of the satellite design. It is assumed that unreasonable or impossible technical requirements or operational constraints that deviate from the Boeing Plan will not be imposed. Examples of unreasonable or impossible requirements are [***...***].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 5

Price and Payment Schedule

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 5

P R I C E A N D P A Y M E N T S C H E D U L E

1.0 Payment

1.1 Payment Schedule. Owner will make payments to Boeing in the amounts of and on the dates indicated in the schedules set forth in the following paragraphs below.

1.2 Late Payment. Payments due Boeing and not paid within [***...***] days following Owner's receipt of a good and proper invoice submitted in accordance with Paragraphs 5.1 or 5.2 of this Annex 5 will be subject to [***...***], excluding payment of any disputed amounts in accordance with Paragraph 5.3 of this Annex 5. Such charges will be computed [***...***]. Such rate will be applied on the basis of a 365-day year against the past due amount, commencing on the [***...***] after the invoice date and continuing until the payment is received by Boeing.

1.3 Form of Payment. Owner will make all payments to Boeing by unconditional wire transfer of immediately available funds in United States Dollars in a bank account in the United States designated by Boeing as follows.

Account# [***...***]
[***...***]
New York, NY
ABA Routing# [***...***]
Swift Code: [***...***]

1.4 Failure to Pay. In the event Owner fails to make payments when due, Boeing reserves the right to assert whatever remedies against Owner it may have under this Contract or at law. Any failure to pay shall not apply to Boeing's obligations under the Re-Orbit Statement of Work included as Annex 4 to this Contract, *provided* that the payment in Article 9.1.1 has been paid.

1.5 Monetary and Government Regulations. Owner is responsible for complying with all monetary control regulations and for obtaining necessary governmental authorizations related to payments.

2.0 Services Performed Prior to the Effective Date: Payment Amounts

2.1 As of the Effective Date, Boeing shall provide the following credits to Owner against the performance of Steady State O&M Services performed under the

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Original Contract:

2.1.1 Fourth Quarter of 2008. For the period of October 1, 2008 through December 31, 2008, Boeing shall credit Owner in the amount of U.S. \$[***...***] per month.

*Note: For information purposes only, this amount has been calculated as follows: [***...***].*

*Using the above calculations, the former monthly FFP price for 2008 is \$ [***...***] and the adjusted monthly FFP price for October through December 2008 is \$ [***...***].*

2.1.2 Calendar Year 2009. For the period of January 1, 2009 through December 31, 2009, Boeing shall credit Owner U.S. \$[***...***] per month.

*Note: For information purposes only, this amount has been calculated as follows: [***...***].*

*Using the above calculations, the former monthly FFP price for 2009 is \$ [***...***] and the adjusted monthly FFP price for 2009 is \$ [***...***].*

2.1.3 Calendar Year 2010. For the period of January 1, 2010 through the day immediately preceding the Effective Date, Boeing shall credit Owner U.S. \$[***...***] per month, including the partial calendar month of May 2010.

*Note: For information purposes only, this amount has been calculated as follows: [***...***].*

*Using the above calculations, the former monthly FFP price for 2010 is \$ [***...***] and the adjusted monthly FFP price for 2010, through the Effective Date of this Contract, is \$ [***...***].*

2.2 In the event that Owner has made payment to Boeing prior to the Effective Date of this Contract for any amounts pertaining to Boeing's performance under this Contract for the period of October 1, 2008 through the Effective Date, then Owner shall apply a credit equal to such overpayment against the payment of the first invoice(s) payable to Boeing after the Effective Date, and each subsequent invoice thereafter until all credits from paragraph 2.1 have been applied, as due under this Contract.

3.0 Task-Ordered Services: Terms and Payment Amounts

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

For work performed for Task-Ordered O&M Services or Task-Ordered Non-O&M Engineering Services (collectively, “**Task-Ordered Services**”) pursuant to Articles 1.4.2 and 1.4.3, Boeing shall be paid in accordance with the terms specified in this Paragraph 3.0 below.

3.1 Establishment of Annual O&M Price Cap. In accordance with Article 1.4.2.4, the Annual O&M Price Cap for Task-Ordered O&M Services shall be calculated as established in this Paragraph 3.1.

3.1.1 Basis for Calculating Annual O&M Price Cap. Each upcoming year’s Annual O&M Price Cap shall be calculated based on [*** ... ***].

3.1.2 [*** ... ***].

3.1.3 [*** ... ***].

[*** ... ***]	
[*** ... ***]	[*** ... ***]
[*** ... ***]	[*** ... ***]*
[*** ... ***]	[*** ... ***]
[*** ... ***]	[*** ... ***]
[*** ... ***]	[*** ... ***]
[*** ... ***]	[*** ... ***]
[*** ... ***]	[*** ... ***]
[*** ... ***]	[*** ... ***]

[*** ... ***].

*

[*** ... ***]

3.1.4 Scope Reduction. Owner may direct O&M Scope Modifications in accordance with Article 1.4.2.3 of this Contract and such O&M Scope Modifications shall modify the Annual O&M Price Cap as set forth in Article 1.4.1.3.

3.1.5 Annual O&M Price Cap [*** ... ***]. [*** ... ***].

TABLE FOR EXAMPLE ONLY

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [*** . . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

([***...***)								
[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	Total
[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)
[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)
[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)
[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)	[***...***)

Notes: The above calculations are based upon the following assumptions:

- (i) [***...***)];
- (ii) [***...***)];
- (iii) [***...***)];
- (iv) [***...***)].
- (v) [***...***)].

3.2 Task-Ordered Time & Materials Rates .

3.2.1 Time & Material Hourly Rates . The Time & Material Hourly Rate for each direct labor hour, which includes [***...***)], (the “**T&M Hourly Rate**”) are specified by “**Boeing Labor Category**” in the table below. The T&M Hourly Rates for 2010 have been mutually agreed upon by the Parties as of the Effective Date and are specified in the table below. For 2011 and beyond, Boeing shall propose and submit to Owner the applicable T&M Hourly Rates by no later than [***...***)] of the preceding calendar year. Such T&M Hourly Rates shall be the lesser of: [***...***)]. Upon Boeing’s and Owner’s mutual review of and concurrence on the new T&M Hourly Rates, such updated rates will be mutually acknowledged in writing by the Parties, with a copy of such document retained on file by both Parties. In no event shall Owner pay [***...***)].

Note: For information purposes only, the 2008 and 2009 T&M Hourly Rates, as previously agreed upon by the Parties prior to the Effective Date but which are not in effect under this Contract, are also specified in the table below.

*The 2008 T&M Hourly Rates were calculated as follows: [***...***)].*

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***)]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

**Task-Ordered Services
T&M Hourly Rates**

Rate ID	Boeing Labor Category	2008	2009	2010
1	***...***	\$[***...***]	\$[***...***]	\$[***...***]
2	***...***	\$[***...***]	\$[***...***]	\$[***...***]
3	***...***	\$[***...***]	\$[***...***]	\$[***...***]
4	***...***	\$[***...***]	\$[***...***]	\$[***...***]
5	***...***	\$[***...***]	\$[***...***]	\$[***...***]
6	***...***	\$[***...***]	\$[***...***]	\$[***...***]
7	***...***	\$[***...***]	\$[***...***]	\$[***...***]

3.2.2 Boeing Labor Category Descriptions. The Boeing Labor Categories are defined as follows:

3.2.2.1 Rate ID 1 – [***...***]: [***...***].

3.2.2.2 Rate ID 2 – [***...***]: [***...***].

3.2.2.3 Rate ID 3 – [***...***]: [***...***].

3.2.2.4 Rate ID 4 – [***...***]: [***...***].

3.2.2.5 Rate ID 5 – [***...***]: [***...***].

3.2.2.6 Rate ID 6 – [***...***]: [***...***].

3.2.2.7 Rate ID 7 – [***...***]: [***...***].

3.2.3 Materials. Boeing shall not [***...***]. All materials required by Boeing for performance of the Services shall be [***...***]. Notwithstanding anything to the contrary in this Paragraph 3.2.3, Owner shall not be obligated to [***...***].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

3.2.4 Other Direct Costs. [***...***] shall be [***...***] Boeing's T&M Hourly Rates as specified in Paragraph 3.2.1 of this Annex 5 and shall not be [***...***].

3.3 Task-Ordered O&M Services T&M Estimating and Invoicing Requirements.

3.3.1 [***...***]. [***...***].

3.3.2 [***...***]. [***...***].

3.3.3 [***...***]. [***...***].

3.3.4 [***...***]. [***...***]:

(i) [***...***];

(ii) [***...***];

(iii) [***...***]; or

(iv) [***...***].

[***...***].

3.3.5 [***...***]. [***...***].

3.3.6 [***...***]. [***...***].

3.4 [***...***]. [***...***].

4.0 [*...***].**

4.1 [***...***]. [***...***].

4.2 [***...***]. [***...***].

4.3 [***...***]. [***...***].

4.4 Definition of [***...***]. [***...***].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

5.0 Payment Due Dates

5.1 **Task-Ordered O&M Services.** Upon the conclusion of each monthly period, Boeing shall submit a [***...***] invoice, as applicable, to Owner prepared in accordance with Paragraph 3.3 of this Annex 5 to Owner. Owner shall make payment on a [***...***] basis upon receipt of such good and proper invoice.

5.2 **Task-Ordered Non-O&M Engineering Services.** Upon the conclusion of each monthly period, Boeing shall submit a Time & Materials invoice for each Task Order prepared in accordance with Paragraph 3.4 of this Annex 5 to Owner. Owner shall make payment on a [***...***] basis upon receipt of such good and proper invoice.

5.3 **Billing Errors.** If, after receipt of an invoice [***...***], Owner believes a billing error has occurred, Owner shall provide to Boeing evidence of such error. If, after investigation, Boeing agrees that there is a billing error, Boeing shall make corrections accordingly. If Boeing disagrees, the parties will negotiate in good faith to resolve the disagreement. If billing disagreements occur and are not satisfactorily resolved by the Parties, the Parties may resort to the Disputes provision of this Contract. Boeing will not terminate or suspend Services during the resolution of any billing dispute, and Owner's failure to pay the disputed portion of a Boeing invoice in a timely manner during the resolution of any billing dispute shall not be cause for Default by Owner.

6.0 System De-orbit and Nominal De-orbit

6.1 When required pursuant to Articles 9.4, 9.5 and/or 9.6 hereof, Owner shall pay to Boeing the amount specified in Article 9.1.1 of this Contract for Boeing Services for Re-Orbiting of the Constellation in accordance with the Re-Orbit Statement of Work included as Annex 4 to this Contract.

6.2 Should Owner initiate a voluntary nominal de-orbit of the Constellation in accordance with the Re-Orbit Statement of Work included as Annex 4 to this Contract, then the period of performance for Boeing Services shall be [***...***]. The [***...***] of Re-Orbit activity shall be priced at an amount equal to [***...***]. This amount shall be payable regardless of when or under what conditions and/or circumstances Re-Orbit occurs except that a de-orbit required pursuant to Articles 9.4, 9.5 and/or 9.6 hereof shall be paid in accordance with Paragraph 6.1, above. Changes to Annex 4 shall be cause for equitable adjustment to price and schedule in accordance with Article 4 (Changes) of this Contract.

In the event of a nominal de-orbit, Owner shall provide Boeing written notification [***...***] in advance of Owner's scheduled commencement of Re-Orbit activities.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

ANNEX 6

Baseline Task Orders for Task-Ordered O&M Services

<u>Task Order No.</u>	<u>Title</u>
GS001	Ground Segment: Project Management, Configuration Management and Procurement Support
GS002	Ground Segment: Ground Segment Operations and Engineering Support
GS003	Ground Segment: Gateway, TTAC, and Ground Systems Development and Sustaining Engineering Support
GS004	Ground Segment: Systems Integration and Test for Gateways, TTACs and Teleport Network
GS005	Ground Segment: Gateways, TTAC, Teleport Network, Ground Systems and Site Support
GS006	Ground Segment: Systems Analysis and Quality of Service
GS007	Ground Segment: Facilities Operations and Maintenance and Information Technology Engineering and Support
GS008	Ground Segment: Product Testing and Certification Support
SS001	Space Segment: Project Management, Configuration Management and Procurement Support
SS002	Space Segment: System Integration and Test
SS003	Space Segment: Space System Software Development
SS004	Space Segment: Satellite On-Orbit Operation
SS005	Space Segment: Constellation Engineering and Analysis

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

ANNEX 7

DISPUTE RESOLUTION PROCEDURES

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 7

D ISPUTE R ESOLUTION P ROCEDURES

Subject to the provisions of Article 16, these procedures shall be invoked if either Party desires further escalation of a dispute that remains unresolved after having been internally escalated to the extent available under Article 16:

A. Mediation.

(1) Controversies and Claims Subject to Mediation.

(a) If a dispute satisfies the criteria provided in Article 16.2.3 of this Contract, either Party may request mediation of the dispute. The mediator will be chosen by mutual agreement of the Parties, and will be an independent person with a recognized reputation for fair-mindedness and extensive experience in the mediation of complex commercial disputes. If the dispute involves complex technical issues, the Mediator shall also have a relevant technical background or will be empowered to retain an independent technical advisor. If a mediator cannot be agreed upon within [***...***] after the request for mediation, the Party requesting mediation shall provide the other Party with a list naming no less than three and no more than five potential independent mediators, and the other Party shall select one person from that list to serve as mediator within [***...***] following receipt of the list.

(b) Within [***...***] after selection of the mediator, the Parties shall simultaneously exchange any documentary materials or data relevant to and supporting its position in the dispute in all future dispute resolution proceedings concerning such dispute. Each Party shall use only such documentary materials and data that it has provided, and such additional documentary materials and data that it may obtain from the other Party in the limited discovery described below. The Parties may engage in limited discovery consisting of no more than [***...***] depositions and no more than [***...***] requests for production of documents, including subparts. If the Parties are unable to agree, the mediator shall determine the discovery schedule. Unless otherwise

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

determined by the mediator or otherwise agreed by the Parties, the mediation shall occur in the venue specified in Article 16.1 of this Contract within [***...***] after the written request for mediation.

(2) Duties and Powers of Mediator.

(a) The Parties will cooperate with the mediator to negotiate a resolution to the dispute acceptable to both Parties as expeditiously as possible. Each Party shall be represented at the mediation session by a business person with full authority to settle all disputed issues. Unless warranted by extraordinary circumstances, the mediation session shall last no more than [***...***].

(b) The costs of the mediation will be borne equally by the Parties. In the event that the Parties are unable to agree to a settlement at the mediation within [***...***] of the date of the initial demand for it by either Boeing or Owner, then such dispute may be submitted to the courts within the venue specified in Article 16.1 of this Contract for resolution. The use of any procedures under this Annex 7 or Article 16 will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party, and nothing in this paragraph will prevent either Owner or Boeing from resorting to judicial proceedings if (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful or (b) interim or injunctive relief from a court is necessary to prevent serious and irreparable injury to one party or to others.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 8

Reserved

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 9

U.S. Government Indemnification Contract

*See Appendix I, Referenced Documents for
Amended and Restated Contract No. BSC-2000-001:*

*Tab B
U.S. Government Contract DCA100-01-C-3001,
Indemnification Contract, dated December 5, 2000*

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 10

Reserved

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 11

Reserved

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 12

Reserved

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 13

Binder Letters from Owner's Insurance Agent

*See Appendix I, Referenced Documents for
Amended and Restated Contract No. BSC-2000-001:*

*Tab A
Satellite Third Party In Orbit Liability Insurance,
Policy No. [***...***], dated 11 December 2009*

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 14

Insurance Agent's Letter Confirming Schedule A Risks are Covered when Schedule B is in Effect

*See Appendix I, Referenced Documents for
Amended and Restated Contract No. BSC-2000-001:*

*Tab A
Satellite Third Party In Orbit Liability Insurance,
Policy No. [***...***], dated 11 December 2009*

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 15

SF30 Evidencing USG Approval to Change In-orbit Insurance Policy

*See Appendix I, Referenced Documents for
Amended and Restated Contract No. BSC-2000-001:*

*Tab C
Amendment P00001 to
U.S Government Contract DCA100-01-C-3001,
dated December 3, 2003*

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 16

Reserved

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 17

Group Call Functionality

The Parties acknowledge that the Parties' obligations under certain provisions of Annex 17, Group Call Functionality, a copy of which is attached hereto, have either been terminated or released pursuant to the terms of the Intellectual Property Rights License Agreement (BMC-2010-1455), dated May 28, 2010, among Iridium Satellite LLC, Iridium Constellation LLC, The Boeing Company, and Boeing Management Company, in each case as and to the extent set forth therein.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 18

Broadband Functionality

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Annex 18
Iridium Broadband

RECITALS

WHEREAS, Motorola, Inc. (“Motorola”) has licensed to Owner’s Affiliate, Iridium Satellite, among other things, all software (ground-based and space-based) necessary to operate and maintain the ICS satellite fleet including the Satellite Software. The capitalized terms contained in this Annex 18 shall have the same meaning as provided in the main body of the Contract, and

WHEREAS , the operation of the ICS satellite fleet is the responsibility of Owner, which owns the satellite fleet, and

WHEREAS, Boeing proposes to implement its Iridium Broadband design by developing software (including modifications to the Satellite Software) to be uploaded to the ICS satellite fleet to enable Iridium Broadband functionality (the “Broadband Functionality”), and

WHEREAS , pursuant to Iridium Satellite’s agreements with Motorola, (i) Iridium Satellite’s licenses of the ICS Software extend to Boeing solely to the extent that Boeing needs such licenses to operate and maintain the Iridium system on behalf of Iridium Satellite, and (ii) the phrase “operate and maintain the Iridium system” includes Iridium Satellite’s right to upgrade and enhance the Iridium system, and

WHEREAS , Iridium Satellite represents and warrants that Iridium Satellite’s license agreement(s) with Motorola authorizes Boeing to implement the Broadband Functionality on the ICS, and

WHEREAS , Owner and Iridium Satellite desire that Boeing participate in the development of the Broadband Functionality by developing the necessary satellite software changes, and

WHEREAS, Owner and Boeing agree to make commercially reasonable efforts to implement the Broadband Functionality in a timely manner in order to support a product demonstration and first operational deployment midyear 2008.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, the Parties agreed to execute this Amendment 012 that incorporates the Broadband Functionality as Annex 18 to the Original Contract.

1.0 Agreement of the Parties

The Parties have agreed to participate in a program to develop and thereafter provide Broadband Functionality to Iridium Satellite's and Owner's customers.

Iridium Satellite represents and warrants that Iridium Satellite's license agreement(s) with Motorola authorizes Boeing to implement the Iridium Broadband Functionality on the ICS. Without limiting the foregoing, Iridium Satellite represents and warrants that its license agreement(s) with Motorola specifically include the Intellectual Property identified in Exhibit B to this Annex 18, and further that said license allows Boeing to use the items identified in Exhibit B for the purposes of this Agreement.

2.0 Statement of Work

In accordance with the following paragraphs and the Division of Responsibility between Owner and Boeing attached hereto as Exhibit A, Owner and Boeing will develop modifications and enhancements to the Iridium system (all such modifications and enhancements being hereinafter referred to as the "Broadband Modifications", and those created by or on behalf of Boeing and identified in Exhibit A as solely Boeing's responsibility being hereinafter referred to as the "Boeing Broadband Modifications") necessary to enable Broadband Functionality.

The work performed by Boeing under this Annex 18 shall not modify or materially affect Boeing's continued performance of all of its obligations under this Contract. Owner and Boeing shall make commercially reasonable efforts to complete the Broadband Modifications to the extent necessary to support a demonstration to certain of Owner's customers. If the demonstration is successful and Owner in its sole discretion approves deployment, Owner and Boeing shall make commercially reasonable efforts to make the Broadband Functionality ready for operational deployment to customers in 2008.

Prior to uploading the Boeing Broadband Modifications to the satellites, Boeing and Owner shall test such Boeing Broadband Modifications in accordance with mutually agreed procedures and processes, including but not limited to impact analysis and risk assessment *vis-a-vis* the ICS and gateway and Individual Subscriber Unit (ISU). All the results of testing shall be shared between Boeing and Owner. Upon successful testing of the Broadband Modifications and Owner's approval Boeing will upload the Boeing Broadband Modifications to the satellites.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

3.0 Intellectual Property Rights

3.1 “Intellectual Property” means all common law and statutory proprietary rights with respect to intellectual property, including patents, patent applications, copyrights, industrial designs, trademarks and service marks (and all goodwill associated with the foregoing), database rights, design rights (whether registered or not), trade secrets, mask work rights, data rights, moral rights, and similar rights existing from time to time under the intellectual property laws of the United States, any state or foreign jurisdiction, or international treaty regime.

All Intellectual Property created by Owner shall be the sole and exclusive property of Owner. All Intellectual Property created by Boeing that is authored, developed, conceived or first actually reduced to practice in the performance of work under this Annex 18, including without limitation all Boeing Broadband Modifications (collectively, “Foreground Intellectual Property”), whether or not patentable, shall be owned by Iridium Satellite, shall constitute work specially ordered and commissioned for use as contribution to a collective work and shall constitute work made for hire pursuant to U.S. copyright law. If the Foreground Intellectual Property or any portion thereof is not considered a work made for hire, or if Boeing may be entitled to claim any other ownership interest in any of the Foreground Intellectual Property, Boeing transfers, grants, conveys, assigns, and relinquishes exclusively to Iridium Satellite all of Boeing’s worldwide right, title, and interest in and to such materials, under patent, copyright, trade secret and trademark law, in perpetuity or for the longest period otherwise permitted by law. On a T&M basis, Boeing shall execute any documents reasonably requested by Iridium Satellite and shall perform any and all further acts reasonably deemed necessary or desirable by Iridium Satellite to confirm, perfect or exploit the ownership of the Foreground Intellectual Property by Iridium Satellite.

3.2 . Iridium Satellite may disclose, transfer or license the Foreground Intellectual Property to third parties without the prior written consent of Boeing for any purposes including, but not limited to, development, enhancements, improvements, or services. Boeing shall provide source code and programmer’s notes for the Boeing Broadband Modifications to Owner or Iridium Satellite upon request by Owner or Iridium Satellite.

3.3. Boeing hereby grants to Iridium Satellite a non-exclusive, perpetual, worldwide, royalty-free right and license to use, and modify Boeing’s Intellectual Property pertaining solely to Boeing Broadband Modifications owned exclusively by Boeing prior to performance of work under this Annex 18 (“Background Intellectual

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Property”) solely in connection with the ICS. Except as explicitly stated herein, no license to any Background Intellectual Property of a party is granted to any other party under this Agreement.

3.4. As required by Motorola’s agreement with Iridium Satellite (Intellectual Property Rights Agreement, dated December 12, 2000) as it relates to Satellite Software and gateway software, Boeing shall not use any Motorola-owned Intellectual Property, including modifications or derivatives thereof, on behalf of any party other than Owner and Iridium Satellite and their subsidiaries and Affiliates.

4.0 Period of Performance

The period of performance covered by this Annex 18 will commence on execution of the Amendment 011 and continue for the duration of the Useful Life of the ICS, unless earlier terminated in accordance with Section 7 hereof.

5.0 Implementation of the Broadband Functionality

Beginning upon successful implementation of the Broadband Functionality, Owner agrees to make payments in accordance with Paragraph 6.0 of this Annex 18.

6.0 Payment Provisions

6.1 In consideration for Boeing’s fulfillment of its obligations set forth in Paragraph 2.0, above, Owner shall pay Boeing on a Time and Material basis for each direct labor hour expended by Boeing at the billing rate set forth in Annex 5, Paragraph 5.2, of this Contract.

6.2 Payment Schedule

Boeing will invoice Owner monthly for amounts owing under paragraph 6 above. Boeing’s invoice shall separately show the direct labor hours charged to develop and implement the Broadband Functionality and the rate applied.

6.3 Form of Payment

Owner will make all payments to Boeing by unconditional wire transfer of immediately available funds in United States Dollars in a bank account in the United States designated by Boeing as follows.

Account# [***...***]
[***...***]
New York, NY
ABA Routing# [***...***]
Swift Code: [***...***]

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

6.4 Payment Verification

If, after receipt of an invoice, Owner believes a billing error has occurred, Owner shall provide to Boeing evidence of such error. If, after investigation, Boeing agrees that there is a billing error, Boeing shall make corrections accordingly. If Boeing disagrees, the parties will negotiate in good faith to resolve the disagreement. If billing disagreements occur and are not satisfactorily resolved by the Parties, the Parties agree to allow an audit by an independent third party audit firm. Such audit requires a written notification by the Party requesting the audit to the other Party [***...***] to the audit. The audit will be paid for by [***...***].

7.0 Termination of This Annex 18

This Annex 18 shall terminate upon mutual agreement of the Parties.

This Annex 18 shall also terminate without liability to either Party if, after completion of Owner's impact assessment and risk analysis or at anytime thereafter, Owner determines that there is unacceptable risk to the ICS or gateway or Individual Subscriber Unit (ISU).

Termination of this Annex 18 shall not affect Boeing's performance under other articles and annexes of this Contract.

8.0 Termination for Default

In the event that Boeing defaults under Article 12 (Termination for Default) of this Contract, or upon the expiration of this Contract in accordance with its terms, Boeing agrees to provide transitional support to the successor ICS operations and maintenance contractor ("Successor Contractor"). Boeing shall have no right, title or interest in any modifications to or enhancements of the Broadband Modifications created by any Successor Contractor .

9.0 Survival

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

In the event of a termination of the O&M Contract for any reason, the parties agree that this Annex 18 shall survive such termination, that this Annex 18 shall be deemed expressly included in Section 22.4 of the Contract, and that Owner's payments to Boeing shall continue in accordance with paragraph 6.0 (Payment Provisions) above.

10.0 No Joint Venture

This Annex 18 shall neither constitute, give effect, nor otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind.

11.0 Reserved.

12.0 Indemnification

To the extent that the Authorization and Consent clause (FAR 52.227-1) contained in Iridium Satellite's contract with the USG, and as incorporated into this Contract, does not provide Boeing with immunity against third party claims for infringement of U.S. patents or copyright, Iridium Satellite and Owner, in addition to Article 15.2, "Indemnity," shall indemnify Boeing as follows:

Owner shall indemnify and hold Boeing, and its respective Affiliates, officers, directors, agents and employees, harmless from and against all claims, losses, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) related to the infringement, misappropriation or violation of any United States Intellectual Property right relating to the Intellectual Property identified in Exhibit B. Boeing will duly notify Owner of any such claim, suit or action and Owner will, at its expense, fully defend such claim, suit or action on behalf of indemnities.

To the extent that the Authorization and Consent clause (FAR 52.227-1) contained in Iridium Satellite's contract with the USG, does not provide Iridium Satellite with immunity against third party claims for infringement of U.S. patents or copyright Boeing shall indemnify and hold Owner, and its respective Affiliates, officers, directors, agents and employees ("Indemnatee"), harmless from and against all losses, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) related to the infringement, misappropriation or violation of any U.S. patent, trade secret, or copyright and arising out of the Boeing Broadband Modifications, to the extent that such claim is unrelated to the Intellectual Property identified in Exhibit B ("Indemnification Claims"). Owner will duly notify Boeing of any such, suit or action and Boeing will, at its expense, fully defend such suit or action on behalf of Indemnatee. This indemnification of Owner is contingent upon: (i) Boeing being notified promptly of any Indemnification Claims; (ii) Boeing having the sole right to control and defend or settle any litigation within the scope

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HEREWITH OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

of this indemnity; and (iii) all Indemnitees cooperate to the extent necessary at Boeing's sole expense in the defense of any Indemnification Claims.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.



Iridium NEXT Support Services Agreement

Iridium NEXT Support Services Agreement

No. IS-10-019

between

**Iridium Satellite LLC
("Iridium")**

and

**The Boeing Company
("Seller")**

for

**Support Services
for Iridium NEXT**

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Execution Version

Iridium Confidential & Proprietary

TABLE OF CONTENTS

PREAMBLE	1
PURPOSE	1
DEFINITIONS	1
TERMS AND CONDITIONS	5
ARTICLE 1: TERM	5
ARTICLE 2: SCOPE OF WORK	5
ARTICLE 3: PRICES	9
ARTICLE 4: TAXES	11
ARTICLE 5: INVOICES AND PAYMENTS	11
ARTICLE 6: ACCEPTANCE AND INSPECTION	13
ARTICLE 7: LIMITED WARRANTY	14
ARTICLE 8. RESERVED	16
ARTICLE 9: CONFIDENTIALITY, SECURITY, AND INTELLECTUAL PROPERTY	16
ARTICLE 10: ADDITIONAL INDEMNITIES AND INSURANCE	20
ARTICLE 11: CHANGES	24
ARTICLE 12: RESERVED	24
ARTICLE 13: EXPORT REGULATIONS AND OTHER LAWS	24
ARTICLE 14: TERMINATION	25
ARTICLE 15: FORCE MAJEURE	27
ARTICLE 16: CONTENT AND ORDER OF PRECEDENCE	27
ARTICLE 17: DISPUTE RESOLUTION	28
ARTICLE 18: GOVERNING LAW	29
ARTICLE 19: OTHER LIMITATIONS OF LIABILITY	29
ARTICLE 20: AUTHORIZED REPRESENTATIVES AND NOTICES	30
ARTICLE 21: ASSIGNMENT	31
ARTICLE 22: GENERAL PROVISIONS	33
ANNEX A - LABOR CATEGORY DESCRIPTIONS	35
ANNEX B - SAMPLE TASK ORDER FORMAT	36

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

PREAMBLE

This Iridium NEXT Support Services Agreement, dated as of May 28, 2010, (including as amended, modified or supplemented from time to time hereafter, this "Agreement") is entered into between Iridium Satellite LLC (hereinafter referred to as "Iridium"), a Delaware limited liability company, with offices located at 2030 East ASU Circle, Tempe, Arizona 85284, and The Boeing Company, a Delaware corporation, with offices located at 13100 Space Center Boulevard, Houston, Texas 77059 (hereinafter referred to as "Seller"). In this Agreement, Iridium and Seller shall each be referred to individually as "Party" and collectively as the "Parties."

PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which Seller will supply Deliverables (defined below) to Iridium in support of NEXT (defined below). Authorization of Deliverables hereunder will be accomplished by means of separate Task Orders (defined below).

In consideration of the foregoing, and the mutual promises contained herein, the Parties agree as follows:

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below. Capitalized terms used in this Agreement that are not defined in this Article, but which are defined in the Annexes, shall have the meaning specified in the Annexes.

"Acceptance Cure Period" has the definition specified in Article 6.1.3.

"Affiliate" means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity.

"Associate Contractor" means the contractor(s) designated by Iridium from time to time for the development, delivery, operation and maintenance of NEXT.

"Background Intellectual Property" has the definition specified in Article 9.2.1.

"Block 1" means the complete, integrated, satellite-based, digitally-switched communications system currently operated by Iridium or one or more Affiliates of Iridium as of the Effective Date. This term refers collectively to the Block 1 Space Segment, Block 1 System Control Segment, and Block 1 Gateways, Teleport Network, and TSC and expressly includes

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

enhancements and additions to the Gateways and its evolution as required to support continuing Block 1 operations. Block 1 expressly excludes any element of NEXT, including modification to system elements in support of NEXT, the NEXT Space Segment, the NEXT System Control Segment, the NEXT Gateways, and the NEXT Teleport Network.

“Block 1 O&M Contract” means the Amended and Restated Contract, Boeing No. BSC-2000-001, between Iridium Constellation LLC and The Boeing Company for Transition, Operations and Maintenance, Engineering Services, and Re-Orbit of the Iridium Communication System, dated May 28, 2010, as amended from time to time.

“Claims” means any and all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever.

“Confidential Information” means all (a) confidential, proprietary and/or trade secret information and (b) tangible items and software containing, conveying or embodying such information. Nothing shall be construed as Confidential Information which is: (i) published or otherwise becomes available to the public other than by breach of this Agreement; (ii) rightly received by one Party hereunder from a third party without confidential limitation; (iii) already known by the receiving Party; (iv) independently developed by the receiving Party without use of the disclosed information or breach of this Agreement; or (v) approved for release by the providing Party without confidential limitation.

“Control” and its derivatives means, with regard to any entity, the legal, beneficial, or equitable ownership, directly or indirectly, of fifty percent (50%) or more of such entity’s capital stock (or other ownership interest, if not a corporation) ordinarily having voting rights.

“DCAA” has the definition specified in Article 3.1.1.

“Deliverables” means Task-Ordered Engineering Services, Task-Ordered O&M Services, Intellectual Property, hardware, software or other information, data, and technology prepared or procured by Seller pursuant to this Agreement or any related Task Orders or otherwise.

“Field Office Rates” means rates included in the Rate Tables that do not include the cost of Seller’s facilities.

“Foreground Intellectual Property” has the definition specified in Article 9.2.2.

“FSD Agreement” means the Full Scale System Development Contract, No. IS-10-021, between Iridium Satellite LLC and Thales Alenia Space France for the Iridium NEXT System, dated June 1, 2010.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

“Gateways” means any and all ground based facilities utilized for subscriber provisioning and billing information functions, call processing operations, and the connection of a subscriber communication through the Public Switched Telephone Network (PSTN), Public Data Network (PDN, Multiprotocol Label Switching (MPLS) or Virtual Private Network (VPN).

“General and Administrative Cost” or “G&A” means management, financial, and other expense incurred by or allocated to Seller and which is for the general management and administration of Seller as a whole as further defined in Seller’s Accounting Disclosure Statement.

“Intellectual Property” or “IP” means all common law and statutory forms of intellectual property, including patents, patent applications, copyrights, industrial designs, trademarks and service marks (and all goodwill associated with the foregoing), database rights, design rights (whether registered or not), trade secrets, mask work rights, data rights, moral rights, and similar rights existing from time to time under the intellectual property laws of the United States, any state or foreign jurisdiction, or international treaty regime.

“Intellectual Property Rights” or “IPR” means rights pertaining to Intellectual Property.

“Iridium Audit Rights” means the audit rights described in Article 3.2.2.

“Losses” mean all losses, liabilities, claims, damages or expenses (including reasonable legal fees and expenses).

“Mission Operations” means The Boeing Company organization which shall perform the Task Orders contemplated herein.

“Minimum Service Levels” means the minimum required service levels to be defined by Iridium and mutually agreed by the Parties in the applicable Task Orders based on parameters and metrics deemed significant to Iridium’s communication services to the extent that such service levels are driven solely by Seller’s performance.

“NEXT” means the new, updated or enhanced satellites of a Space Segment and, upon written notice from time to time to Seller from Iridium, such new, updated or enhanced ground elements (including the Serviced Facilities and System Control Segment as well as Gateways and Teleport Network) and such ground elements redeployed from Block 1, and their related software and equipment, deployed in connection with Iridium’s and/or its Affiliates’ proposed second generation complete, integrated, satellite-based, digitally switched communication system. NEXT does not include Block 1, except such ground elements redeployed from Block 1, and their related software and equipment, which have been designated as an element of NEXT pursuant to Iridium’s notice to Seller.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

“NEXT Useful Life” means the useful life of NEXT as measured by the ability of NEXT to function as a global communication system as determined by Iridium within the complement of sixty-six (66) or fewer low earth orbit operational satellites.

“Non-Field Office Rates” means rates included in the Rate Tables that do include the cost of Seller’s facilities.

“NTE Price” means the total not-to-exceed funding amount set forth in each Task Order issued under this Agreement.

“Prime Vendor” means Thales Alenia Space France who will: (i) provide the end-to-end network architecture, system engineering, integration, and testing for NEXT; and (ii) design, construct and deploy the Space Segment of NEXT.

“Seller Labor Category” means Seller’s labor categories set forth in Annex A, Labor Category Descriptions, attached hereto.

“Seller’s Accounting Disclosure Statement” means Seller’s written description of its cost accounting practices and procedures submitted to the U.S. Government as required by 48 CFR, Subpart 9903.202-5.

“Serviced Facilities” mean the SNOC and TSC.

“SNOC” means the Satellite Network Operations Center (and/or such other facilities designated by Iridium) for the implementation of network operations services and other related Deliverables contemplated by this Agreement.

“SNOC NEXT System Control Software” means the software capability which will reside at the SNOC and be used to plan and control resources applicable to the Iridium NEXT Space Segment and teleports.

“Space Segment” means that part of a satellite system consisting solely of satellites in low earth orbit.

“System Control Segment” refers to the equipment and facilities used to manage and control the individual satellites of a Space Segment, and the communications links of a satellite constellation.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

“Task Order” means written orders issued pursuant to the terms of this Agreement which describes the requirements, Deliverables, rates, special terms and conditions and other Deliverables as agreed to by the Parties.

“Task-Ordered Engineering Services” has the definition specified in Article 2.1.3.

“Task-Ordered O&M Services” has the definition specified in Article 2.1.2.

“Teleport Network” means the geographically diverse collection of feederlink terminals connected using high availability ground communications to provide multiple access points among and between the NEXT Space Segment, the NEXT System Control Segment, Gateways and Block 1.

“Terms” has the definition specified in Article 14.1.3(a).

“TSC” means the Technical Support Center (and/or such other facilities designated by Iridium), which provides maintenance support comprised of technical experts, laboratory facilities, and system test bed facilities.

TERMS AND CONDITIONS

ARTICLE 1: TERM

This Agreement shall be effective as of May 28, 2010 (“Effective Date”) and will continue during the duration of the NEXT Useful Life (“Term”).

ARTICLE 2: SCOPE OF WORK

2.1 Services. Pursuant to this Agreement, during the Term, Iridium will purchase from Seller and Seller will sell to Iridium the following services which shall be performed in accordance with the requirements specified in this Article 2 and all other terms and conditions of this Agreement, and as set forth in Task Orders issued hereunder.

2.1.1 Task-Ordered Services. The Deliverables described in Articles 2.1.2 (Task-Ordered O&M Services) and 2.1.3 (Task-Ordered Engineering Services) below shall be authorized by means of separate Task Orders. The Parties intend that each Task Order will be governed by the terms and conditions of this Agreement, except those terms and conditions set forth in a specific Task Order and designated therein as taking precedence over this Agreement. Any changes or amendments to Task Orders must be provided in writing and executed by both Parties as provided in Article 11 (Change). Task Orders will provide at a minimum: (i) Task Order Number; (ii) scope of work and technical

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

requirements, including if applicable type, quantity and description of Deliverables ordered; (iii) Deliverables, if any; (iv) acceptance criteria, if any; (v) performance period; (vi) key personnel; (vii) required Iridium furnished items or data (if applicable); (viii) Task Order NTE Price; (ix) authorized labor hours by labor category and applicable labor rate; (x) special provisions (if applicable); and (xi) mutual approval by authorized representatives of the Parties.

2.1.2 Task-Ordered O&M Services. Seller shall perform "Task-Ordered O&M Services", which consists of the following, which shall be further defined in specific Task Orders from time-to-time:

- (a) NEXT Space Segment and network operations consisting of real time operation of the NEXT Space Segment, real time satellite monitoring, mission planning, telemetry trending and anomaly identification and recovery;
- (b) NEXT Gateway Tier 2 support (support to Iridium operations) and, in certain cases, as determined by Iridium, Tier 3 (provision of software fixes) support for gateway fault and anomaly resolution;
- (c) NEXT System analysis consisting of system service monitoring and system performance analysis;
- (d) NEXT TSC and SNOC operations and maintenance (excluding maintenance of Prime Vendor equipment) consisting of operating and maintaining the equipment as well as maintaining the hardware and software configuration and associated procedures; and
- (e) NEXT system integration and testing consisting of end-to-end system verification of new services in the TSC and when deployed (it being understood that none of the activities contemplated by this Article 2.1.2(e) shall be performed or provided by Seller until directed to do so by Iridium). The provisions of this Article 2.1.2(e) do not apply to the system integration and engineering responsibilities assigned by Iridium to the Prime Vendor.

Seller shall [***.***]. Task-Ordered O&M Services shall not include maintenance of Associate Contractor equipment and equivalent tasks performed by Associate Contractors for Block 1.

2.1.3 Task-Ordered Engineering Services. From time to time, Iridium may elect to direct Seller, pursuant to a Task Order, to perform certain engineering activities which are

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***.***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

outside the scope of the Task-Ordered O&M Services, but which pertain to NEXT (“Task-Ordered Engineering Services”). These Task Orders may include, but are not limited to, the upgrade and revision of the SNOC NEXT System Control Software. Except for the [***...***].

2.1.4 Key Personnel. The successful performance of the Task-Ordered O&M Services and Task-Ordered Engineering Services is dependent upon the skills, experience and retention of the Seller personnel assigned to these efforts and all Seller personnel assigned for direct charge to such Services are hereby designated as “Key Personnel.”

2.1.4.1 Listing of Key Personnel. Seller shall provide a list of Key Personnel to Iridium who are deemed critical to Seller’s successful performance of such Services as part of each Task Order for Task-Ordered O&M Services or Task-Ordered Engineering Services. This listing of Key Personnel shall be maintained current by Seller and provided to Iridium from time to time on a schedule as agreed upon by the Parties and, in any event, when Key Personnel are changed.

2.1.4.2 Assignment or Reassignment of Key Personnel. Seller shall not assign or reassign Key Personnel without the prior notification of Iridium. When Seller desires to assign new Seller personnel as Key Personnel, Seller shall provide reasonable notice to Iridium of the proposed assignment and provide resume information for such personnel and justification that such new personnel offer generally equivalent and suitable capabilities compared to Key Personnel previously approved under the Agreement. For the purposes of this Article, Seller personnel shall include personnel subcontracted by Seller to perform direct labor under this Agreement.

2.1.4.3 Qualification of Key Personnel. Seller shall ensure that all Seller personnel (including subcontractor personnel) are fully qualified and possess all the skills necessary to perform the Task-Ordered O&M Services and Task-Ordered Engineering Services, as the case may be. If Iridium in good faith determines that the continued assignment of any Seller personnel is not in Iridium’s best interest, then Iridium shall provide Seller written notice to that effect requesting that such personnel be replaced. Promptly after receipt of such request, Seller shall investigate the matters stated in the request and discuss its findings with Iridium. If Iridium continues to request replacement of such Seller personnel, Seller shall replace such Seller personnel with an individual satisfactory to Iridium consistent with applicable law and Seller’s policies and procedures.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

2.2 Task Order NTE Prices. Iridium shall establish a NTE Price for each Task Order. Seller agrees to use commercially reasonable efforts to perform the work specified within a Task Order within such NTE Price, however, nothing in this Agreement or in any Task Order shall be deemed to be, or interpreted as, a firm commitment by Seller to complete all efforts within a Task Order at or under the Task Order NTE Price. Iridium will not be obligated to pay Seller any amount in excess of the NTE Price in a Task Order, and Seller shall not be obligated to continue performance if to do so would exceed the NTE Price set forth in a Task Order, unless and until Iridium notifies Seller in writing that the NTE Price has been increased and specifies in the notice a revised NTE Price that shall constitute the NTE Price for performance under the Task Order.

2.3 Block 1 and NEXT Life Cycle [***. . .***]. The Parties will use reasonable efforts to [***. . .***]. It is not an express obligation of either Party to [***. . .***].

2.4 [***. . .***]. Notwithstanding any other provision of this Agreement, [***. . .***].

2.5 Iridium-Furnished Facilities, Equipment, and Technology.

2.5.1 Iridium shall make available to Seller facilities and equipment that are necessary to enable Seller to accomplish the Task Orders issued pursuant to this Agreement, so that Seller may perform the Deliverables required under this Agreement. Any new facilities and/or equipment needed by Seller shall be identified in the applicable Task Order. Notwithstanding the fact that Iridium may request Seller to purchase such new equipment on behalf of Iridium in a Task Order, the Parties agree that Iridium shall own and hold title to any such new equipment purchased on its behalf. Seller has no obligation under this Agreement to provide any facilities or equipment.

2.5.2 Title and risk of loss or damage to Iridium-furnished facilities, equipment and information shall remain with Iridium and shall not pass to Seller (but without limiting Seller's indemnification obligation in Article 10.1), and the Iridium furnished facilities and equipment shall not be used other than for the purposes of this Agreement without the prior written approval of Iridium.

2.5.3 In the event that any Iridium-furnished equipment is found to be deficient, damaged or unserviceable when delivered or otherwise made available to Seller, or becomes lost or unserviceable due to reasons other than willful misconduct or gross negligence on the part of Seller, or becomes deficient, damaged or unserviceable during normal and proper use while in the physical custody of Seller, and such deficiency, damage or unserviceability is reported in writing to Iridium as soon as practicable after the deficiency, damage, or unserviceability has been discovered by Seller, then Iridium, at

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

its sole discretion, shall arrange for repair, replacement or modifications as appropriate at no cost to Seller. Iridium shall arrange for repair, replacement or modification at its discretion after such consultation with Seller as is required to minimize any adverse effects on the performance of this Agreement.

2.5.4. Except as may be provided in a Task Order, Iridium shall make available to Seller the Intellectual Property, data, and other information owned or available to Iridium that are necessary to enable Seller to accomplish the Task Orders issued pursuant to this Agreement in a usable format. Seller will use the foregoing only for the purpose of performing under this Agreement and in compliance with any nondisclosure or other restrictions to which the use of the foregoing is subject of which Seller has notice. Except as may be provided in Task Orders, Seller has no obligation under this Agreement to provide any Intellectual Property, data or other information.

2.5.5 Except as may be provided in Task Orders, if Iridium elects to purchase third party software and hardware maintenance, Iridium agrees to make available, at Iridium's expense, such agreements to support Seller's performance of the Task Orders issued pursuant to this Agreement.

2.6 Associate Contractor Relations. Seller will not enter into agreements with any Associate Contractor relating to NEXT without the prior written approval of Iridium. Without limiting the foregoing, Seller will provide to Iridium the contract value and actual payments made to Seller by such Associate Contractor, names of Seller Block 1 personnel who will support such agreements, and statement(s) of work for such relationships, provided that such Associate Contractor(s) has agreed that Seller may provide such information to Iridium. Seller shall include the foregoing disclosure requirements in any agreement it enters into with an Associate Contractor in support of NEXT.

ARTICLE 3: PRICES

3.1 Costs.

3.1.1 Time & Material Hourly Rates. Seller shall provide the Deliverables at the prices or rates as set forth in each Task Order issued hereunder. Prices for individual Task Orders shall be established on a time and materials basis. The Time & Material Hourly Rates as of the Effective Date for each direct labor hour, which includes [***...***]. (the "T&M Hourly Rate"), are specified by Seller Labor Category in the table below for Field Office and Non-Field Office personnel. The T&M Hourly Rates for 2010 have been mutually agreed upon by the Parties as of the Effective Date and are specified in the table below. The T&M Hourly Rates shall be subject to adjustment on an annual basis. For 2011 and beyond, Seller shall submit the applicable T&M Hourly Rates for each Seller

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

Labor Category identified below by no later than March 30 of each year; such rates shall become effective March 1 of each year. The T&M Hourly Rates shall be calculated using [***...***]:

1. [***...***];
 2. [***...***];
 3. [***...***];
 4. [***...***];
 5. [***...***]; and
 6. [***...***].
- [***...***].

Task-Ordered Services T&M Hourly Rates				
Rate ID	Seller Labor Category	Labor Category Description	Field Office	Non-Field Office*
			2010	2010
1	[***...***]	See Annex A	\$[***...***]	TBD
2	[***...***]	See Annex A	\$[***...***]	TBD
3	[***...***]	See Annex A	\$[***...***]	TBD
4	[***...***]	See Annex A	\$[***...***]	TBD
5	[***...***]	See Annex A	\$[***...***]	TBD
6	[***...***]	See Annex A	\$[***...***]	TBD
7	[***...***]	See Annex A	\$[***...***]	TBD
8	[***...***]	See Annex A	\$[***...***]	TBD
9	[***...***]	See Annex A	\$[***...***]	TBD
10	[***...***]	See Annex A	\$[***...***]	TBD
11	[***...***]	See Annex A	\$[***...***]	TBD
12	[***...***]	See Annex A	\$[***...***]	TBD

* Insufficient base to compute rates for Non Field Office exists at the Effective Date. Rates shall be provided once base is established.

3.1.2 **Materials.** Seller shall not purchase materials in support of the Task-Ordered Services, except as otherwise requested by Iridium and agreed by the Parties in a Task Order. All materials required in a Task Order shall be purchased by, and be the property of, Iridium, unless otherwise agreed by the Parties. Seller shall bear no liability for non-performance if non-performance is due to Iridium's failure to provide material as mutually agreed in a Task Order.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

3.1.3 Other Direct Costs. Travel expenses incurred by Seller in performance of the Task-Ordered Services shall be invoiced at actual costs, but in no event shall travel and similar expenses exceed those provided for in the travel and per diem guidelines published by the General Services Administration. No element of profit shall be charged on any of the foregoing.

3.2 Rate Certification and Iridium Audit Rights.

3.2.1 Rate Certification. Seller shall provide, with its annual T&M Hourly Rates and as otherwise reasonably requested by Iridium, certification that Seller's T&M Hourly Rates were established in accordance with Article 3.1.1 above.

3.2.2 Iridium Audit Rights. Seller shall keep complete, true and accurate books of account and records pursuant to its standard accounting system for the purpose of demonstrating Seller's compliance with the provisions of Article 3.1.1. Seller will keep such books and records at Seller's principal place of business for [***...***] years following the end of the calendar quarter to which they pertain and make them available at all reasonable times for audit to be performed by a reputable and industry recognized independent certified public accounting firm designated by Iridium and reasonably agreed to by Seller. Any such audits will be at the expense of Iridium unless the audit shows that Seller has overcharged amounts due hereunder by more than [***...***] during the audited period. In such case, the certified public accounting firm's customary and reasonable audit fees shall be paid by Seller. Seller will pay Iridium the full amount of any overpayment within [***...***] days after the date of receipt of an invoice from the Iridium indicating an overpayment, together with interest at the rate of [***...***], compounded annually, from the date such payment was made. The independent auditor will be directed to report the basis for its findings, and the independent auditor's findings will be binding upon Iridium and Seller.

ARTICLE 4: TAXES

All applicable taxes will be borne by [***...***].

ARTICLE 5: INVOICES AND PAYMENTS

5.1 Notification of Funding Issues. Task Orders are established on a time and materials basis and are intended to be performed at the NTE Price specified in such Task Order. Seller agrees to

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

use commercially reasonable efforts to perform the work specified in the Task Order within such funding allotted. If at any time Seller has reason to believe that the hourly rate payments and material costs which will accrue in the performance of the Task Order in the next succeeding [***...***] days, when added to all other payments and costs previously accrued, will exceed [***...***] of the funding allotted in the Task Order, Seller shall immediately notify Iridium to that effect and will provide Iridium with a revised estimate of the total price for the performance of the Task Order, together with supporting reasons and documentation.

5.2 Task-Ordered Services Invoicing Requirements .

5.2.1 Within [***...***] business days following the end of each calendar month, Seller shall provide to Iridium a written, non-binding estimate of the amount to be invoiced by Seller for each such calendar month, broken down by Task Order, labor category, and type of expense (*e.g.* , expense, capital or R&D). Thereafter, within [***...***] business days following the end of each such calendar month, Seller shall submit a single invoice, including supporting information for each Task Order to be prepared in accordance with this Article 5.2, to Iridium.

5.2.2 Seller's invoices for Task-Ordered Services shall identify the Task Order for which the Deliverables were delivered and shall include dates of performance, number of hours worked by labor category, hourly rate, total labor cost (hours x rate) and any other direct costs with supporting documentation. All invoices will be certified as accurate by an appropriately authorized Seller employee.

5.2.3 If, after receipt of an invoice, Iridium believes a billing error has occurred, Iridium shall provide to Seller evidence of such error. If, after investigation, Seller agrees that there is a billing error, Seller shall submit a corrected invoice to Iridium. If Seller disagrees, the Parties shall negotiate in good faith to resolve the disagreement. Any billing disagreements not satisfactorily resolved by the Parties shall be subject to the Iridium Audit Rights provided for in Article 3.2.2. Iridium shall provide Seller written notification [***...***] days prior to the initiation of any such audit. Seller will not terminate or suspend services during the resolution of any billing dispute.

5.3 No Waiver . Payments made under this Agreement shall not waive any rights, either expressed or implied, as may exist as part of this Agreement.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

5.4 Terms of Payment. Payment shall be made by Iridium within [***...***] days after Iridium's receipt of Seller's good and proper invoice. Iridium will make all payments to Seller by unconditional wire transfer of immediately available funds as follows.

Account# [***...***]
[***...***]
New York, NY
ABA Routing# [***...***]
Swift Code: [***...***]

5.5 Invoicing Instructions. All invoices and supporting payment documents shall be clearly marked with the applicable Task Order and shall be sent to the following address for payment:

Iridium Constellation LLC
c/o Iridium Satellite LLC
Attn: Accounts Payable
[***...***]

ARTICLE 6: ACCEPTANCE AND INSPECTION

6.1 Acceptance.

6.1.1 Acceptance of Deliverables provided pursuant to a Task Order issued under this Agreement shall occur following: (a) Iridium's receipt of all Deliverables specified in such Task Order; (b) Seller's completion of acceptance tests in accordance with Iridium-approved acceptance test plans and procedures with all discrepancies resolved (if acceptance test of a Deliverable product is applicable to the Task Order); and (c) upon Iridium's verification that such Deliverables are in conformance with the requirements of the Task Order. Acceptance shall be deemed to have occurred if Iridium has not otherwise notified Seller in writing of any deficiencies in the Deliverable(s) within [***...***] days following the completion of acceptance of the Deliverables under such Task Order.

6.1.2 In the event any Deliverable provided by Seller to Iridium fails to achieve acceptance, is defective in material or workmanship, or is otherwise not in conformance with the requirements of the Task Order, Iridium may reject by written notice to Seller the Deliverable(s) and require Seller to perform correction, replacement, or re-performance of the Deliverable(s). If Seller performs correction, replacement, or reperformance of the Deliverable(s), Seller shall be entitled to reimbursement of costs in accordance with Article 3.1.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

6.1.3 Notwithstanding the above, if, acceptance is not achieved on the date specified and after having received notice of such failure from Iridium, Seller shall have [***...***] days (or such longer time as mutually agreed by the Parties) (“Acceptance Cure Period”) to remedy the failure. If Seller fails to achieve acceptance for the affected Task Order within the Acceptance Cure Period, Seller shall lose its exclusive provider rights to provide Deliverables for such affected Task or sub-task, including Seller’s rights set forth under Article 2.4, and Iridium shall have the right to amend the applicable Task Order to remove the sub-task associated with such Deliverable under the Task Order for the remainder of the then-current annual period and for all future annual periods during the Term and have such sub-task be performed by a third party. However, nothing in the preceding sentence shall relieve Seller of its obligations under Article 6.1 to complete the delivery of Deliverables or comply with the acceptance criteria applicable to Deliverables in accordance with the acceptance requirements stated in Article 6.1.

6.2 Inspection.

6.2.1 Seller shall provide and maintain an inspection system acceptable to Iridium covering the material, fabricating methods, and maintaining processes for services and Deliverables as specified in Task Orders under this Agreement. Complete records of all inspection work performed by Seller shall be maintained and made available to Iridium during contract performance.

6.2.2 Iridium reserves the right to inspect and test all materials furnished and processes for services performed and Deliverables provided under this Agreement, to the extent practicable at all places and times where Seller or any subcontractor of Seller are engaged in performance under this Agreement, during the period of such performance. Iridium shall perform inspections and tests in a manner that will not unduly interfere with Seller’s performance under this Agreement. If Iridium performs an inspection or a test on the premises of Seller or a subcontractor, Seller shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

ARTICLE 7: LIMITED WARRANTY

7.1 Limited Performance Warranty.

7.1.1 Services Warranty. Seller represents and warrants that, for a period of [***...***], including but not limited to the performance of Task-Ordered Engineering Services and Task-Ordered O&M Services, including all Task-Ordered Services involving software development, under any Task Order shall be: (i) in compliance with

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

the requirements of the Task Order; and (ii) conducted in a skillful and workmanlike manner in accordance with the standards, practices, methods, and procedures ordinarily expected from a skilled and experienced provider of satellite operations and maintenance services and associated engineering and software development services. Such Deliverables shall be in compliance with the Minimum Service Levels for the applicable Task order.

7.1.2 Software Warranty.

7.1.2.1 Seller represents and warrants that, for a period of [***...***] in the performance of any Task Order will conform to the design and specifications and to drawings, samples or other descriptions referred to in this Agreement and any Task Order and, to the extent that Seller knows or has reason to know of the purpose for which the Deliverables are intended, will be fit and sufficient for such purpose.

7.1.2.2 For any software developed or delivered in the performance of any Task Order other than as set forth in Article 7.1.2.1, Seller represents and warrants that, for a period of [***...***], such software will conform to the design and specifications and to drawings, samples or other descriptions referred to in this Agreement and any Task Order and, to the extent that Seller knows or has reason to know of the purpose for which the Deliverables are intended, will be fit and sufficient for such purpose.

7.1.2.3 Seller further represents and warrants that, (i) all software developed or delivered hereunder is free of viruses or similar items as verified by testing such software using commercially reasonable anti-viral software; (ii) it will not introduce into any delivered software, without Iridium's prior written approval, any code that would have the effect of disabling or otherwise shutting down all or any portion of the delivered software or any other software, computer or technology of Iridium; and (iii) it will not seek to gain access to the Deliverables through any special programming devices or methods, including trapdoors or backdoors, to bypass, without Iridium's prior written approval, any Iridium security measures protecting the Deliverables.

7.1.3 Failure to Comply with Warranties. If Seller is not in compliance with the foregoing warranties in Article 7.1.1 or 7.1.2 during or after the time for completion of any Task Order and upon notification by Iridium of such non-compliance, Seller shall correct the deficiencies in-place or re-perform the Task Order within an incremental period of time not to exceed [***...***] days (or such longer period of time as mutually

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

agreed by the Parties) (the “Warranty Cure Period”) Seller shall be entitled to reimbursement of costs (including profit) for such correction or re-performance in accordance with Article 3.1. If Seller fails to achieve compliance for the affected Task Order within the Warranty Cure Period, Seller shall lose its exclusive provider rights for such affected Task or sub-task including any rights set forth under Article 2.4, and Iridium shall have the right to delete the sub-task associated with such Deliverable under the Task Order for the remainder of the then-current annual period and for all future annual periods and have such sub-task be performed by a third party.

7.1.4 Fraud and Willful Misconduct. Iridium may, at any time beyond the warranty period set forth above, require Seller to remedy by correction or reperformance, without cost to Iridium, any failure by Seller to comply with the requirements of this Article, if the failure is due to fraud or willful misconduct on the part of Seller.

7.2 EXCLUSION. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE.

ARTICLE 8. RESERVED

ARTICLE 9: CONFIDENTIALITY, SECURITY, AND INTELLECTUAL PROPERTY

9.1 Confidential Information.

9.1.1 Transmittal of Confidential Information. The receiving Party agrees to maintain the confidentiality of the disclosing Party’s Confidential Information and not disclose such information to any third party, except as authorized by the disclosing Party in writing, for a period of [***...***] years from the date of the respective disclosure by the disclosing Party.

9.1.2 Use of Confidential Information. The receiving Party shall use Confidential Information of the disclosing Party only for accomplishing the purposes of this Agreement and for no other purpose.

9.1.3 Protection of Confidential Information. The receiving Party agrees to restrict disclosure of the disclosing Party’s Confidential Information to its employees or agents who have a “need to know” and to subcontractors who have a “need to know” and who

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

have executed an agreement not to disclose such information. The receiving Party agrees that such Confidential Information shall be handled with the same degree of care which the receiving Party applies to its own Confidential Information, but in no event with less than reasonable care. Such obligations include informing its employees, agents and subcontractors who handle such information that it is Confidential Information and not to be disclosed to others. The receiving Party agrees that the disclosing Party's Confidential Information is and shall at all times remain the property of the disclosing Party. The receiving Party further agrees that, except as expressly provided herein, no grant under the disclosing Party's Intellectual Property Rights is hereby given or intended, including any license implied or otherwise.

9.1.4 Return of Confidential Information. Upon termination of this Agreement, all Confidential Information transmitted to the receiving Party by the disclosing Party in record bearing media or other tangible form, and any copies thereof made by the receiving Party shall be destroyed or, at the disclosing Party's written request, returned to the disclosing Party, except that the receiving Party shall be entitled to retain an archive copy of the disclosing Party's Confidential Information in order to be cognizant of its rights and obligations hereunder. This shall not apply for such information which has been retained by the other Party in order to enjoy the user rights granted hereunder.

9.1.5 Marking. Without limiting the foregoing, all documents, data, and other Deliverables which are or contain Confidential Information or Intellectual Property as provided by this Agreement will be marked only as "Iridium Confidential" or "Iridium Proprietary." Such documents, data, and other Deliverables will not be marked "Boeing Confidential" or "Boeing Proprietary" or with any similar Seller or third party marking.

9.2 Intellectual Property Rights.

9.2.1 Background Intellectual Property. All Intellectual Property which is owned or controlled by a Party prior to the date of this Agreement, or authored, developed, conceived or first actually reduced to practice contemporaneously with this Agreement, but not arising from the performance of work under this Agreement and/or Task Order (collectively, "Background Intellectual Property"), shall remain the sole and exclusive property of that Party. Unless approved by Iridium in writing, no Seller Background Intellectual Property will be used.

9.2.2 Ownership. Iridium and Seller agree that all Deliverables created by Seller and/or Iridium and related in any way to NEXT (collectively, "Foreground Intellectual Property"), whether or not patentable, shall be owned by Iridium. Notwithstanding the foregoing, ownership rights of Intellectual Property developed under the Block 1 O&M

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

Contract prior to the Effective Date of this Agreement shall be as stated in such Agreement in the event of an inconsistency; provided, however, that this Agreement will govern any rights developed after the Effective Date if such Deliverables are applicable to Block 1 and NEXT. To the extent permissible under Title 17 of the US Code, all Foreground Intellectual Property shall constitute a “work made for hire” within the meaning of 17 U.S.C. §101 et seq. If Seller may be entitled to claim any other ownership interest or Intellectual Property Rights in any of the Foreground Intellectual Property, Seller transfers, grants, conveys, assigns, and relinquishes exclusively to Iridium all of Seller’s worldwide right, title, and interest in and to such materials, under applicable Intellectual Property law, in perpetuity or for the longest period otherwise permitted by law. At its standard labor rates, Seller shall execute any documents reasonably requested by Iridium and shall perform any and all further acts reasonably deemed necessary or desirable by Iridium to confirm, perfect or exploit the ownership of the Foreground Intellectual Property by Iridium. If Seller fails to do so, Seller hereby authorizes Iridium and its agents and/or representatives to execute all such documents in Seller’s name and on Seller’s behalf, including filing and/or recording such documents in appropriate governmental or administrative offices anywhere in the world. Iridium may disclose, transfer or license the Foreground Intellectual Property to third parties without the prior written consent of Seller for any purposes including, but not limited to, development, enhancements, improvements, or services. Subject to Article 9.2.1, to the extent that Seller Background Intellectual Property is incorporated into Deliverables, Seller hereby grants to Iridium a non-exclusive, perpetual, worldwide, royalty-free right and license to exercise all Intellectual Property Rights in Seller’s Background Intellectual Property incorporated into the Deliverables for use with NEXT and any successor systems.

9.3 Work with Prime Vendor. The Prime Vendor may choose to provide work to Seller for NEXT implementation. In such event, Seller will follow applicable procedures as directed by Iridium and/or the Prime Vendor. Without limiting the foregoing, the following provisions will apply:

- (a) Copies of documents that are the property of Iridium, or a derivative thereof, shall be marked Iridium Proprietary and provided to Iridium concurrently with submission to the Prime Vendor; and
- (b) The cover page of documents Boeing delivers to the Prime Vendor shall include the following disclaimer:
“This document contains facts, views, opinions, statements and recommendations of The Boeing Company. Neither Iridium Satellite LLC nor any of its Affiliates

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

represent or endorse the accuracy, completeness, reliability of any advice, opinion, statement or other information set forth herein.”

9.4 Intellectual Property Indemnification.

9.4.1 Indemnification by Seller. Seller shall indemnify, defend and hold harmless Iridium, its divisions, subsidiaries, Affiliates, subcontractors, assignees of each, and their respective directors, officers, employees and agents, from and against any and all Claims against Iridium based upon a claim that any Deliverables furnished hereunder by Seller to Iridium infringes the Intellectual Property Rights of a third party except to the extent that infringement results from Iridium provided Intellectual Property, together with all costs and expenses (including attorneys’ fees incident thereto or incident to successfully establishing the right to indemnity), provided that Seller is notified promptly in writing of the suit or proceeding, and at Seller’s request and at its expense, is given control of any action, cause of action, claim, suit or similar action underlying such Claim and Iridium’s reasonable assistance for defense of same. If Seller does not assume control of such action, claim, suit or similar action underlying such Claim, Seller may participate in such defense and Iridium shall have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of Seller. If the use or sale of any Deliverable furnished hereunder is enjoined as a result of such suit or proceeding, Seller, at its option and at no expense to Iridium, shall obtain for Iridium the right to use said Deliverable, or shall substitute an equivalent Deliverable acceptable to Iridium and extend this indemnity thereto.

9.4.2 Indemnification by Iridium. Iridium shall indemnify, defend and hold harmless Seller, its divisions, subsidiaries, Affiliates, subcontractors, assignees of each, and their respective directors, officers, employees and agents, from and against any and all Claims against Seller based upon a claim that any Intellectual Property furnished hereunder by Iridium to Seller infringes the Intellectual Property Rights of a third party, except to the extent that infringement results from Seller provided Intellectual Property, together with all costs and expenses (including attorneys’ fees incident thereto or incident to successfully establishing the right to indemnity), provided that Iridium is notified promptly in writing of the suit or proceeding and, at Iridium’s request and at its expense, is given control of any action, cause of action, claim, suit or similar action underlying such Claim and Seller’s reasonable assistance for defense of same. If Iridium does not assume control of such action, claim, suit or similar action underlying such Claim, Iridium may participate in such defense and Seller shall have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of Iridium.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

9.4.3 Settlement. The Party required to provide indemnification under this Article 9.4 shall obtain the prior written approval of the indemnified Party, which shall not be unreasonably withheld, before entering into any settlement of any Claim or ceasing to defend such Claim if settlement or cessation would cause injunctive or other equitable relief to be imposed on the indemnified Party. A condition to any settlement by the indemnifying Party of a Claim shall be that the indemnified Party is fully released for any liability related to the Claim.

9.5 Access and Security.

9.5.1 Security. Seller shall comply with the security procedures specified from time to time by Iridium.

9.5.2 Without limiting the foregoing, Seller shall comply with the following procedures:

- (a) Iridium shall have access to the Serviced Facilities at all times.
- (b) Iridium shall have full and unrestricted access to Deliverables and to such Deliverables prior to completion.
- (c) All Deliverables in the form of software or other information or technology capable of being placed on a computer shall be placed only on Iridium servers.

ARTICLE 10: ADDITIONAL INDEMNITIES AND INSURANCE

10.1 Indemnification of Iridium by Seller. Seller shall indemnify, defend and hold harmless Iridium, which is defined for the purposes of this Article 10.1 to include its divisions, subsidiaries, Affiliates, subcontractors, assignees of each, and their respective directors, officers, employees and agents, from and against any and all Claims for injury to or death of any person or loss of or damage to any property of any kind of a third party that occurs on the ground, together with all costs and expenses (including attorneys' fees incident thereto or incident to successfully establishing the right to indemnity), to the extent such injury, death, loss or damage arises out of the gross negligence or willful misconduct of Seller and, in the case of injury to or death of any person or loss of or damage to any property of any kind of a third party [***...***], to the extent such injury, death, loss or damage arises out of the negligence, gross negligence or willful misconduct of Seller; provided, however, that in no event shall Seller be obligated to indemnify, defend or hold harmless Iridium from any and all Claims for injury to or death of any person or loss of or damage to any property of any kind of a third party that [***...***]. Seller's

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

obligations under this indemnity will survive the expiration, termination, completion or cancellation of this Agreement with respect to any Claim arising before such time.

10.2 Insurance Provided by Seller .

- (a) Throughout the period performance of this Agreement, Seller shall carry and maintain Commercial General Liability insurance with available limits of not less than [***...***] per occurrence for bodily injury, including death, and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage and contractual liability.
- (b) If licensed vehicles will be used by Seller's employees in the performance of this Agreement, Seller shall carry and maintain Automobile Liability insurance covering all vehicles whether owned, hired, rented, borrowed or otherwise, with available limits of liability of not less than [***...***] per occurrence combined single limit for bodily injury and property damage.
- (c) Seller shall maintain insurance in accordance with the applicable laws relating to workers' compensation with respect to all of their respective employees in the performance of this Agreement, regardless of whether such coverage or insurance is mandatory or elective under the law.
- (d) Seller shall provide Iridium with a Certificate of Insurance evidencing the insurance required above upon request.

10.3 Indemnification of Seller by Iridium . Iridium shall indemnify, defend, and hold harmless Seller, which is defined for the purposes of this Article 10.3 to include its divisions, subsidiaries, and Affiliates, subcontractors, the assignees of each, and their respective directors, officers and employees, from and against any and all Claims in excess of the insurance required under Article 10.5, or in the event the insurance is not procured or maintained, does not respond, is not collectible, or is not recoverable for any reason (other than the default of Seller), for: (a) injury to or death of any person, and for loss of, or damage to any property of any kind of a third party; or (b) [***...***], both (a) and (b) to the extent resulting from or in any way relating to the performance of Seller under this Agreement, [***...***], whether or not such injury, death, loss, damage or Claim is due to the negligence of Seller, together with all costs and expenses (including attorneys' fees incident thereto or incident to successfully establishing the right to indemnity), but excluding injury, death, loss, damage or Claim caused by the gross negligence or willful misconduct of Seller and excluding injury to or death of any person or loss of or damage to any property of any kind of a third party that occurs in the Serviced Facilities to the extent such injury, death, loss or damage arises out of the negligence, gross negligence or willful

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

misconduct of Seller. Iridium's obligations under this indemnity will survive the expiration, termination or completion or cancellation of this Agreement with respect to any Claims arising before such time.

10.4 Risk of Loss. As between the Parties, Iridium or its Affiliates shall retain all risk of loss, and loss of use, of NEXT or any individual NEXT satellite, except in the event of Seller's gross negligence or willful misconduct in which event Seller's maximum liability to Iridium (including its Affiliates, subcontractors, agents and representatives) is limited to no more than four hundred million United States dollars (US \$400,000,000). Further, Iridium hereby releases and relieves Seller, which is defined for the purposes of this Article 10.4 to include its divisions, subsidiaries, and Affiliates, subcontractors, the assignees of each, and their respective directors, officers and employees, and waives any claim of recovery, including claims by Iridium for loss of, loss of use of, or damage to NEXT or any individual NEXT satellite, whether or not such loss or damage is due to the negligence of Seller but not in the event of the gross negligence or willful misconduct of Seller. Seller assumes the risk of loss for any direct damage to or loss of the property of Iridium or its Affiliates other than the NEXT Space Segment or any individual NEXT satellite to the extent arising out of Seller's gross negligence or willful misconduct. If Iridium insures against loss of or damage to the NEXT or any individual NEXT satellites, Iridium shall cause the insurers to waive all rights of subrogation against Seller to the maximum extent such waiver is available in the commercial insurance market for the class of insurance procured. If such a waiver, consistent with prevailing insurance practices at the time, is available only at an additional premium which is specifically attributable to obtaining a waiver of all rights of subrogation against Seller, then Seller, at its option, may either pay the additional premium, at no cost to Iridium, or waive and release Iridium from its obligation to obtain waiver of all rights of subrogation. If a waiver is not available at all, then the requirement will no longer apply, and the parties shall negotiate in good faith a mutually acceptable alternative, provided that during negotiations each party shall continue to perform its respective obligations under this Agreement. If the parties are unable to negotiate a mutually acceptable alternative, Seller agrees to transition the Task-Ordered O & M Services under this Agreement to Iridium, including support of the transfer of personnel, consistent with applicable law, and sale of assets, equipment, and software, if any, owned by Seller, at book value.

10.5 Insurance Provided by Iridium. In the event Iridium obtains in-orbit third party liability insurance, such insurance shall name Seller, its divisions, subsidiaries, Affiliates, subcontractors and their respective directors, officers, employees and agents, as additional insureds. Iridium shall cause the insurers who provide in-orbit third party liability insurance for the NEXT Space Segment to waive all rights of subrogation against Seller, its divisions, subsidiaries, Affiliates, subcontractors and their respective directors, officers, employees and agents, to the maximum extent such waiver is available in the commercial insurance market for the class of insurance procured, but to the extent a waiver is not available, this requirement shall no longer apply. Such insurance, if any, shall also provide that the insurers shall give [***...***] days notice to Seller prior to the effective date of cancellation of such insurance. Iridium shall provide Seller with a copy of the in-orbit third party liability insurance policy. Seller shall be responsible and liable to Iridium for any increase in premium for the in-orbit third party liability insurance resulting from Seller's gross negligence or willful misconduct.

10.6 Insurance Presentations. Seller shall, at no cost or expense to Iridium, support any and all insurance presentations and technical reviews and claims made as requested by Iridium or any of

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

its insurance underwriters for any property or liability insurance Iridium may procure with respect to this Agreement or NEXT.

10.7 Inter-Party Waiver. In the event Iridium has agreed to the terms of a no-fault, no-subrogation inter-party waiver of liability pursuant to the terms of the launch services agreement with respect to the NEXT Space Segment whereby the parties to the launch services agreement agree not to make claims against each other for loss of, or damage to, property it sustains and for bodily injury or death of its own employees and to flow down the benefits of such agreement to their respective contractors and subcontractors at any tier (including suppliers of any kind) that are involved in the performance of the launch services agreement and, as a result, Iridium is required to extend such waiver of liability to Seller because Seller is considered to be involved in launch activities, Seller agrees to be bound by such waiver of liability and related indemnity provisions that may be contained in the launch services agreement and to cause its contractors and subcontractors at any tier (including suppliers of any kind) that are considered to be involved in launch activities in the performance of this Agreement, to the extent required by the launch services agreement, to accede to such waiver. Seller shall execute and deliver any instrument that may be reasonably required by the launch services provider to evidence its agreement to be bound by such waiver and shall indemnify, defend and hold harmless Iridium, its divisions, subsidiaries, Affiliates, subcontractors, assignees of each, and their respective directors, officers, employees and agents from and against all claims and liabilities that result from Seller's failure to comply with such waiver requirement. In no event shall such no-fault, no-subrogation inter-party waiver and related indemnity provisions have any effect on the rights, obligations and liabilities of and between Seller and Iridium under this Agreement. This provision shall be subject to modification, on mutually acceptable terms, to take into consideration any specific requirements of such interparty waiver of liability that may be in addition to or at variance with this paragraph as may be required by the launch services agreement once executed and delivered by the parties to the launch services agreement. In the event the launch services provider under the launch services agreement provides third party liability insurance for the benefit of Iridium and its contractors and subcontractors at any tier (including suppliers of any kind) that are involved in the performance of the launch services agreement, Iridium shall cause the launch services provider to name Seller, its contractors and subcontractors, and the respective employees of each, in each case that are considered to be involved in launch activities in the performance of this Agreement, as additional insureds under such liability insurance and to request the launch services provider to cause the insurers under such third party liability insurance to waive all rights of subrogation against Seller, its contractors and subcontractors, and the respective employees of each, in each case that are considered to be involved in launch activities in the performance of this Agreement to the maximum extent such waiver is available, if at all, in the commercial insurance market for the class of insurance.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

ARTICLE 11: CHANGES

Iridium may issue written change orders at any time requiring reductions or additions to the work required by this Agreement, or by a Task Order; or extending the performance of the work, all within the general scope of this Agreement, by the issuance of a Task Order or by amending an existing Task Order. Seller will use commercially reasonable efforts to accept and implement the proposed change. Within [***...***] days of receipt of such change order, Seller shall notify Iridium if Seller accepts the change order, or if modifications are required. If any such change causes an increase or decrease in the cost of, or the time required for, performance under this Agreement or a Task Order, or otherwise affects any other provisions of this Agreement or a Task Order, whether expressly changed or not changed by any such change order by Iridium, Seller shall inform Iridium about all such changes including changes with respect to price or time of performance, and about such other provisions as may be affected in writing within [***...***] days from the date of receipt by Seller of the notification of such intended change, which will be negotiated by the Parties and the results incorporated into this Agreement and/or any applicable Task Order. Such change orders shall be signed by authorized representatives of Iridium and Seller in accordance with Article 20.

ARTICLE 12: RESERVED

ARTICLE 13: EXPORT REGULATIONS AND OTHER LAWS

13.1 Export Control. This Agreement and transactions hereunder are subject to applicable laws and regulations, including those governing or restricting the export of hardware, software, technical information or other technology or information. Iridium and Seller will:

13.1.1 not export or re-export hardware, software, technical information or other technology or information for which the United States Government requires an export license or other government approval, without first assuring that such license or governmental approval has been obtained;

13.1.2 not export or re-export to any country to which transactions are prohibited by the U.S. Government; and

13.1.3 Seller and Iridium will as necessary apply for export approval(s) for any export or re-export required hereunder. In the event Seller performs Task-Ordered O&M Services or Task-Ordered Engineering Services on behalf of Iridium under this Agreement which requires export approval, Iridium will use its commercially reasonable efforts to apply for such export approval and Seller shall be a signatory to such export approval. Seller shall

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

be responsible for all other required export approvals or permits. The Parties shall cooperate with each other to ensure export regulation compliance.

13.2 Permits. Subject to issuance of a Task Order and at Iridium's expense, Seller will provide reasonable assistance to Iridium for regulatory and other filings or other requirements imposed by United States or foreign law.

ARTICLE 14: TERMINATION

14.1 Termination of the Agreement.

14.1.1 Termination for Default. This Agreement may be terminated by either Party if the other Party breaches a material obligation under this Agreement and such breach is not cured within [***...***] days after the non-breaching Party's delivery of written notice of such breach to the breaching Party (provided that such non-breaching Party is not then in breach of a material obligation under this Agreement). The non-breaching Party shall give the breaching Party notice not less than [***...***] days prior to the effective date of the termination.

14.1.2 Termination for Convenience. Iridium may terminate this Agreement at any time for convenience and without cause effective on or after June 30, 2019, at no cost to Iridium except as set forth in Article 14.2.3. Iridium shall give notice to Seller no less than [***...***] days prior to the effective date of the termination.

14.1.3 [***...***].

(a) [***...***].

(b) [***...***].

(c) [***...***].

(d) [***...***].

14.1.4 Termination Upon Cancellation of NEXT. If Iridium cancels NEXT, Article 14.1.2 shall not apply and this Agreement shall immediately terminate. Iridium will pay to Seller any unbilled payments through the period of performance specified in the termination notice; provided, however, that Seller shall have used commercially reasonable efforts to mitigate such costs. No other termination costs will be due to Seller. Without limiting the foregoing, in no event shall Seller be entitled to receive any termination for convenience payment contemplated by Article 14.1.2 in the event this

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

Agreement is terminated pursuant to this Article 14.1.4. This Article 14.1.4 does not affect the Block 1 O&M Contract regarding termination of NEXT (Article 1.6 of the Block 1 O&M Contract).

14.2 Termination of a Task Order.

14.2.1 Termination by Mutual Agreement. A Task Order or a sub-task thereunder may be terminated at any time upon mutual written consent of Iridium and Seller. In the event of termination, Seller shall be paid for all labor hours expended and actual other direct costs incurred by Seller in delivering the Deliverables through the date of termination.

14.2.2 Termination for Default. Without limiting a Party's right to terminate this Agreement, a Task Order or a sub-task thereunder may be terminated by either Party if the other Party breaches a material obligation under such Task Order or sub-task and such breach is not cured within [***...***] days after the non-breaching Party's delivery of written notice of such breach to the breaching Party or (if the breach is not one which is capable of being cured within [***...***] days the breaching Party has failed to commence to cure the breach within [***...***] days from notice or failed to continue to do so diligently, or in any event, if the breach is not cured within [***...***] days (provided that such non-breaching Party is not then in breach of a material obligation under such Task Order). If the Task Order or sub-task being terminated hereunder was exclusive to Seller, Seller shall lose such exclusivity and Iridium shall have the rights to procure such terminated services from a third-party.

14.2.3 Termination for Convenience. Subject to Seller's [***...***] as set forth in Article 2.4 of this Agreement and upon not less than [***...***] days written notice, Iridium may notify Seller of Iridium's election to terminate a Task Order or sub-task for the convenience of Iridium, and Iridium shall pay Seller for all labor hours expended and actual other direct costs incurred by Seller in creating the Deliverables through the date of termination for convenience. Notwithstanding the foregoing, in no event shall such payment, when combined with all applicable payments previously made by Iridium under the Task Order, exceed the total value of the Task Order or sub-task.

14.3 Limitation. The Party giving reason for terminating any Task Order or sub-task hereunder shall in no manner whatsoever be liable, obligated or indebted to the other Party for any amount that exceeds the agreed price authorized as of the date of termination, less actual amounts paid to the other Party.

14.4 Continuing Obligations. The provisions of Articles 7 (Warranty), 9 (Confidentiality, Security and Intellectual Property), 10 (Additional Indemnities and Insurance), 13 (Export

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

Regulations and Other Laws), 14.5 (Transition Services), 17 (Dispute Resolution), 18 (Governing Law), 19 (Limitation of Liability), 20 (Authorized Representatives and Notices), 21 (Assignment), and 22 (General Provisions) survive termination of this Agreement.

14.5 Transition Services. In the event of termination of this Agreement for any reason, then, if requested in writing by Iridium, Seller shall provide transition services to Iridium and/or a third party from the notification date until the effective date of termination of this Agreement, in a timely and safe manner, as defined in a Task Order (such efforts by Seller, the "Transition Services"). The Transition Services shall include, without limitation: (a) support Transition Services planning; (b) access by a third party to work when and as performed; (c) deliver of all data and documentation to Iridium or a third party as directed by Iridium; (d) training of Iridium and/or its third party on all processes, equipment and capabilities associated with operating and maintaining NEXT; and (e) answering all technical and operational questions.

ARTICLE 15: FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as, without implied limitation: natural catastrophes, governmental acts or omissions including non-approval of an export license, change of or implementation of new laws or regulations, transportation stoppages or slowdowns or the inability to procure parts or materials. Such delay nevertheless shall not be excusable if the parts or materials were obtainable from other sources in sufficient time. A Party's labor strikes or difficulties are explicitly excluded as force majeure conditions. If any force majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other and shall proceed with reasonable diligence to remedy the consequences of the force majeure event. Notwithstanding the foregoing, in the event the supplying Party is delayed in delivery of Deliverable as a result of an event of force majeure for a period of more than three (3) months, the other Party may terminate the relevant Task Order.

ARTICLE 16: CONTENT AND ORDER OF PRECEDENCE

16.1 Content. The following documents are hereby incorporated into and made a part of this Agreement with the same force and effect as the provisions as stated in this Agreement.

- (a) Annex A Labor Category Descriptions
- (b) Annex B Task Order Format, and any Task Orders issued hereunder

16.2 Order of Precedence. In the event of any inconsistency among or between this Agreement, the Annexes to this Agreement, including Task Orders, such inconsistency shall be resolved by giving precedence in the order set forth below:

- (a) Articles 1 through 22 of this Agreement;

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

- (b) Annexes to this Agreement; and
- (c) Task Orders.

Notwithstanding the foregoing, that if a Task Order expressly provides that such Task Order or any provision thereof shall take precedence over this Agreement (Articles 1 through 22, excluding Article 19, and/or the Annexes), such Task Order or the applicable provision(s) thereof shall take precedence over Articles 1 through 22, excluding Article 19, and/or the Annexes, as applicable. In no event shall a Task Order take precedence over Article 19 hereof.

ARTICLE 17: DISPUTE RESOLUTION

17.1 Dispute Resolution

17.1.1 Resolution Process. In the event any controversy or claim (a “Dispute”) arises in connection with any provision of this Agreement, the Parties’ respective designated representatives shall attempt to resolve the Dispute. If such Dispute cannot be promptly resolved, the Parties’ designated representatives at the level of Seller’s Executive Director and Iridium’s Vice President shall discuss and endeavor to resolve such Dispute within [***...***] days after referral of the Dispute to them. If the Parties have resolved the Dispute, the Parties shall execute a Dispute resolution report and each Party shall commence the resolution of the Dispute in accordance therewith. In the event the Parties have failed to resolve the Dispute within [***...***] days after the referral of the Dispute to them, the Parties shall refer the Dispute to the Parties’ designated representatives at Seller’s Senior Executive Director and Iridium’s Executive Vice President for resolution (“Senior Party Representatives”). Such Senior Party Representatives’ determination of a resolution with respect to any Dispute shall be final and binding on the Parties. In the event the Senior Party Representatives have failed to resolve the Dispute within [***...***] days after the referral of the Dispute to it, the Parties may escalate the Dispute to Seller’s Division Vice President and Iridium’s Chief Executive Officer for resolution (“Executive Party Representatives”).

17.1.2 Legal Action. If any Dispute, other than a dispute involving a claim of breach under Article 9.1 hereof, arises between the Parties, and the disputed matter has not been resolved by the Executive Party Representatives within [***...***] days after such dispute has been referred to it, or such longer period as agreed to in writing by the Parties, and without regard to whether either Party has contested whether these procedures, including the duty of good faith, have been followed, each Party shall have the right to commence any legal proceeding as permitted by law. Neither Party shall be obligated to comply with this Article 17.1.2 in regard to breaches of Article 9.1 hereof or for any other breach as to which injunctive relief is sought.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

17.1.3 No Termination or Suspension of Deliverables . Notwithstanding anything to the contrary contained herein, and even if any Dispute or other dispute arises between the Parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Seller interrupt the provision of Deliverables to Iridium or any obligations related to Transition Services, disable any hardware or software used to provide Deliverables, or perform any other action that prevents, impedes, or reduces in any way the provision of Deliverables or Iridium's ability to conduct its activities, unless: (i) authority to do so is granted by Iridium or conferred by a court of competent jurisdiction; or (ii) the Agreement has been terminated pursuant to Article 14.1 hereof or the Term has expired and Transition Services satisfactory to Iridium have been completed.

17.1.4 No Limitation on Iridium Remedies for Default . The procedure described in this Article 17.1 shall not be deemed to limit either Party's rights under Article 14.1.2 in connection with a breach of a material obligation under this Agreement by the other Party.

ARTICLE 18: GOVERNING LAW

This Agreement will be interpreted under and governed by the laws of the State of New York, U.S.A., except that New York choice of law rules shall not be invoked for the purpose of applying the law of another jurisdiction.

ARTICLE 19: OTHER LIMITATIONS OF LIABILITY

19.1 Allocation of Risks . THE PARTIES TO THIS AGREEMENT EXPRESSLY RECOGNIZE THAT COMMERCIAL SPACE VENTURES INVOLVE SUBSTANTIAL RISKS AND RECOGNIZE THE COMMERCIAL NEED TO DEFINE, APPORTION AND LIMIT CONTRACTUALLY ALL RISKS ASSOCIATED WITH THIS COMMERCIAL SPACE VENTURE. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF SELLER AND IRIDIUM, AND THE REMEDIES OF SELLER AND IRIDIUM, AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FULLY REFLECT THE PARTIES' NEGOTIATIONS, INTENTIONS, AND BARGAINED-FOR ALLOCATION OF THE RISKS ASSOCIATED WITH THIS COMMERCIAL SPACE VENTURE.

19.2 Exclusive Remedies . THE SOLE REMEDIES OF SELLER AND IRIDIUM FOR ANY CLAIMS AGAINST THE OTHER PARTY (AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND REPRESENTATIVES) WITH RESPECT TO ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT, OR OTHERWISE, AND WHETHER ARISING BEFORE OR AFTER DELIVERY OF ANY DELIVERABLE, FOR ANY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

TASK ORDER ARE LIMITED TO [***...***], WHICH ARE IN LIEU OF ANY OTHER REMEDIES AT LAW OR IN EQUITY.

19.3 Limitations and Forums. The limitations of liability specified in this Agreement will apply regardless of the forum in which the Claim is brought, whether in court or in arbitration or by notice to Seller to remedy a defect, or whether it is paid as a result of a settlement. Once one Party has paid the other Party an amount equal to the limit of its liability, then such other Party will not have any further right to receive money from the claiming Party for any Claim.

19.4 Limitation on Damages. EXCEPT PURSUANT TO INDEMNIFICATION PROVISIONS IN ARTICLES 9.4 10.1 AND 10.3, NEITHER SELLER NOR IRIDIUM SHALL HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER FOR ANY PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE) OR OTHERWISE, WHETHER FORESEEABLE OR NOT.

For the purposes of this Article 19, the term “Seller” and the term “Iridium” includes their respective divisions, subsidiaries, Affiliates, subcontractors and their respective directors, officers, employees and agents.

ARTICLE 20: AUTHORIZED REPRESENTATIVES AND NOTICES

20.1 Authorized Representatives. The representatives of Iridium and Seller authorized to make changes to this Agreement, to sign contractual documents, and to receive Notices under Article 20.2 are the following authorized representatives (or their designated representatives):

Iridium

John Brunette
Chief Legal & Administrative Officer

Scott Smith
Executive Vice President, NEXT

John Roddy
Executive Vice President, Global Operations and Product Development

Seller

Danny White
Contract Manager

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

20.2 Notices. Any notice to be given hereunder shall be in writing and shall be sent by a nationally recognized overnight courier (e.g., Federal Express), or per facsimile transmission, to the Parties at the following addresses:

If to Iridium :

Iridium Satellite LLC
2030 East ASU Circle
Tempe, Arizona 85284
Attn: Scott Smith, Executive Vice President, NEXT
Tel No: [***...***]
Fax No: [***...***]

Copy to :

Iridium Satellite LLC
1750 Tysons Boulevard, Suite 1400
McLean, VA 22102
Attn: Chief Legal & Administrative Officer
Tel No: [***...***]
Fax No: [***...***]

If to Seller :

The Boeing Company
13100 Space Center Blvd.
Houston, TX 77059
Attn: Danny White, Contract Manager
[***...***]
Tel No: [***...***]
Fax No: [***...***]

Any notice to be provided by either Party shall be signed by an authorized representative of that Party in accordance with this Article 20. Either Party may change its aforementioned representatives at any time by providing written notice to the other Party.

ARTICLE 21: ASSIGNMENT

21.1 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either of the Parties hereto without the prior written consent, which shall not be

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

unreasonably withheld, of other Party hereto, and any such assignment without such prior written consent shall be null and void, except:

21.1.1 Notwithstanding the foregoing, Iridium may, assign or transfer this Agreement or all its rights, duties, or obligations hereunder with written notice to Seller, but without requiring Seller's approval: (i) to an Affiliate of Iridium that has equivalent or greater financial resources as Iridium; (ii) to any entity which, by way of merger, consolidation, or any similar transaction involving the acquisition of substantially all the stock, equity or the entire business assets of Iridium succeeds to the interests of Iridium; provided in either case the assignee, transferee, or successor to Iridium has expressly assumed all the obligations of Iridium and all terms and conditions applicable to Iridium under this Agreement and has equivalent or greater financial resources as Iridium; (iii) to any designee or customer of Iridium or any Affiliate thereof provided that Iridium remains primarily liable to Seller for any payment obligation hereunder; or (iv) to any Affiliate of Iridium not meeting the requirements of items (i) or (iii), provided that Iridium provides to Seller an Affiliate guarantee addressing the payment obligations of the relevant Iridium Affiliate in a form reasonably agreed by Seller.

21.1.2 Notwithstanding the foregoing, Seller may, assign or transfer this Agreement or all its rights, duties, or obligations hereunder with written notice to Iridium, but without requiring Iridium's approval: (i) to a corporation or other entity that results from any merger, reorganization, or acquisition of Seller; (ii) to a corporation or other entity that acquires substantially all the assets of Seller; (iii) its rights to receive money may be assigned to a third party; and (iv) to any wholly-owned subsidiary of Seller provided that Seller will remain fully and solely responsible to Iridium for all responsibilities of Seller under the Agreement.

21.2 Lender Requirements. Subject to the restrictions and conditions set forth in Article 9.1, Seller shall use reasonable efforts to provide to any of Iridium's lenders or financing entities any information that such lender or financing entity reasonably requires and shall reasonably cooperate with such lender or financing entity and Iridium to implement such financing. Seller agrees to negotiate in good faith and issue such documents as may be reasonably required by any Iridium lender or financing entity to implement such financing, including a contingent assignment of this Agreement to such lender or financing entity, under terms reasonably acceptable to Seller, but in no event shall Seller be obligated to agree to anything (including agreement to make modification to this Agreement) that would impair, create a risk to, or otherwise prejudice its rights and benefits hereunder or increase its liabilities or obligations hereunder.

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

ARTICLE 22: GENERAL PROVISIONS

22.1 Entire Agreement . This Agreement, together with all Annexes hereto and all Task Orders issued hereunder, constitutes the entire agreement between the Parties and supersedes all prior understandings, commitments, and representations with respect to the subject matter hereof.

22.2 Amendments . This Agreement may not be amended, modified, or terminated, other than as specifically provided herein, and none of its provisions may be waived, except in writing signed by an authorized representative of both Parties in accordance with Article 20. The failure by either Party to exercise any of its rights in one instance will not be deemed a waiver of such rights in the future or a waiver of any other rights under this Agreement or under a Task Order.

22.3 Severability . In the event any part of this Agreement is declared legally invalid or unenforceable by an authorized judicial body, this Agreement shall be ineffective only to the extent of such invalidity or unenforceability, and such invalidity or enforceability shall not affect the remaining provisions of this Agreement, and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision(s) with a provision that is valid and enforceable and come nearest to the intention of the Parties underlying the invalid or unenforceable provisions.

22.4 Interpretation . This Agreement is the result of negotiation between the Parties. The Parties agree that neither Party shall be deemed to be the drafter of this Agreement, and further that in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against either Party as the drafter of this Agreement. Except as expressly set forth in this Agreement, neither Seller nor Iridium has relied on the representations of the other Party in entering into this Agreement. Iridium and Seller are knowledgeable commercial Parties in the subject matter of this Agreement, which the Parties negotiated at arms' length.

22.5 Relationship of the Parties . This Agreement shall not constitute, give effect to, or otherwise imply a joint venture, partnership, or formal business organization of any kind between the Parties, and the rights and obligations of both Parties shall be only those expressly set forth herein.

22.6 Independent Contractors . In performing any obligation created under this Agreement, the Parties agree that each Party is acting as an independent contractor and not as an employee or agent of the other Party. Neither Party has any authority hereunder to assume or create any obligation or responsibility, expressed or implied, on behalf or in the name of the other Party or to bind the other Party in any way whatsoever.

22.7 Release of Information .

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

22.7.1 Except as may be required by applicable law or by the rules of any national securities exchange or registered securities association, neither Party shall, without the prior written consent of other, which consent shall not be unreasonably withheld: (a) use the name and trademarks of the other Party or any of its employees, or any adaptation thereof, in any publicity, advertising, press releases, marketing activities, annual reports, in-house newspapers, promotional or sales literature, or on any web site; or (b) use the other Party's or any of its employees as a reference in any manner whatsoever to promote the Party's products and capabilities.

22.7.2 Notwithstanding Article 22.7.1 above, Iridium may use any Deliverable reports prepared by Seller, in their original form only, to seek financial investors, or in any prospectus, or in any financing application, or in public or private securities offering, or in any merger, sale or similar capital transaction, or as a part of any documents submitted to the U.S. Government or foreign governments.

22.8 Employee Non Solicitation. Each Party agrees that, for the entire period of this Agreement term, and continuing for one (1) year after the termination or completion of this Agreement (as it may be extended or otherwise amended), neither Party shall directly or through any recruiting agency, headhunter or similar entity or person acting on its behalf, solicit or recruit any employee of the other Party (which as to Seller means only employees then currently assigned to do work under the Block 1 O&M Contract and this Agreement). If any employee should freely resign from a Party, and provided that the other Party had not previously solicited or recruited such employee, then such other Party will be free of this restriction. This Article 22.8 shall survive this Agreement's termination.

This Agreement, including all Annexes hereto, is agreed to and accepted by each Party as of the date of execution by each Party as shown below.

IRIDIUM SATELLITE LLC

By: /s/ John Brunette

Name: John Brunette

Title: Chief Legal & Administrative Officer

Date: July 21, 2010

THE BOEING COMPANY

By: /s/ Danny White

Name: Danny White

Title: Contract Manager

Date: July 21, 2010

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITS THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. . ***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

ANNEX A—LABOR CATEGORY DESCRIPTIONS

Rate Code 1 – [*...***]**

[***...***].

Rate Code 2 – [*...***]**

[***...***].

Rate Code 3 – [*...***]**

[***...***].

Rate Code 4 – [*...***]**

[***...***].

Rate Code 5 – [*...***]**

[***...***].

Rate Code 6 – [*...***]**

[***...***].

Rate Code 7 – [*...***]**

[***...***].

Rate Code 8 – [*...***]**

[***...***].

Rate Code 9 – [*...***]**

[***...***].

Rate Code 10 – [*...***]**

[***...***].

Rate Code 11 – [*...***]**

[***...***].

Rate Code 12 – [*...***]**

[***...***].

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***...***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

ANNEX B- SAMPLE TASK ORDER FORMAT

1. Agreement Reference: Iridium NEXT Support Services Agreement, dated [TBD].
2. Task Order No: _____
3. Effective Date of Task Order: _____
4. Task Title: _____
5. Referenced Document:
6. Task Description/ Scope of Work/ Technical Requirements:
Seller shall provide the personnel, services, materials, equipment, and facilities necessary for the proper accomplishment of the following Task: [INSERT DESCRIPTION/SOW ATTACHMENT]
7. Task Deliverables and Due Dates:
Seller shall complete and submit the following Deliverables to Iridium:

<u>No.</u>	<u>Deliverable</u>	<u>Description</u>	<u>Due Date</u>
------------	--------------------	--------------------	-----------------

8. Period of Performance:
[Beginning Date] through [Ending Date], unless extended by the Parties in a written amendment to this Task Order.
9. Travel Required:
10. Completion/Acceptance Criteria:
Acceptance of any services or Deliverables hereunder and completion of this Task Order will occur upon: 1) Iridium's receipt of all Deliverables specified above and verification that such Deliverables are in conformance with the requirements of this Task Order; and 2) Iridium's verification that the following additional services have been completed in conformance with the requirements of this Task Order:

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE
COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY
REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT
HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

Service**Completion / Acceptance Criteria**

11. Key Personnel

It is understood that the Key Personnel listed below and assigned to this work are important to its overall success and shall not be reassigned or replaced except upon prior notice to and concurrence of Iridium. Seller shall replace Key Personnel in accordance with Article 2.1.4 of this Agreement.

[Insert key personnel names]

Required Materials:

12. Required Iridium Furnished Items and/or Documentation:

13. NTE Price:

- A. The efforts under this Task Order will be performed on a Time & Material basis pursuant to the terms of the Agreement with a total NTE Price of xxx Dollars (\$xx,xxx.xx). Seller shall not invoice for and Iridium shall not be responsible to pay expenses that exceed the NTE Price without the express written consent of Iridium.
- B. Authorized labor hours by labor category are as follows:

	Authorized	Hourly	
<u>Labor Category</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>

14. Supplemental Terms and Conditions

IRIDIUM SATELLITE LLC**THE BOEING COMPANY**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

Date: _____

Date: _____

CONFIDENTIAL TREATMENT HAS BEEN REQUESTED FOR PORTIONS OF THIS EXHIBIT. THE COPY FILED HERewith OMITs THE INFORMATION SUBJECT TO A CONFIDENTIALITY REQUEST. OMISSIONS ARE DESIGNATED [***. .***]. A COMPLETE VERSION OF THIS EXHIBIT HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

Iridium Confidential & Proprietary

CERTIFICATION
Pursuant to Section 302 of The Sarbanes-Oxley Act of 2002

I, Matthew J. Desch, certify that:

1. I have reviewed this Amendment No. 2 to the quarterly report on Form 10-Q of Iridium Communications Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: March 29, 2011

/s/ Matthew J. Desch

Matthew J. Desch
Chief Executive Officer

CERTIFICATION
Pursuant to Section 302 of The Sarbanes-Oxley Act of 2002

I, Thomas J. Fitzpatrick, certify that:

1. I have reviewed this Amendment No. 2 to the quarterly report on Form 10-Q of Iridium Communications Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: March 29, 2011

/s/ Thomas J. Fitzpatrick

Thomas J. Fitzpatrick
Chief Financial Officer