



## Occasional Use Terms and Conditions

1. **General.** The Master Services Agreement (Master Agreement) covers the terms and conditions for Occasional Use Services offered by Intelsat. This document outlines procedures and policies for ordering Occasional Use Services and should be read in conjunction with the Master Agreement. Once Intelsat countersigns your Master Agreement, we can register you as an authorized Customer in our Occasional Use Service Center (OSC).

2. **Service Requests.** Intelsat maintains a 24 hour, 7 days a week Occasional Use Service Center in our Ellenwood (metropolitan Atlanta, Georgia USA) operations center. The OSC is the primary point of contact for placing your Occasional Use Service requests for all Intelsat space segment and terrestrial facilities. To contact any of our scheduling coordinators please call, e-mail or fax your request to the following:

24 Hour OSC Telephone: 404-381-2340  
Toll Free Domestic Services: 888-442-4887  
E-Mail: [bookings@intelsat.com](mailto:bookings@intelsat.com)

To expedite service, please be prepared to provide the OSC with the following information:

- a. Date and time of the Occasional Use Service
- b. Origination point of the Occasional Use Service
- c. Destination point of the Occasional Use Service
- d. Format of the Occasional Use Service (Analog TV/FM, SCPC CDV, MCPC CDV, etc.)
- e. Conditional Access/Encryption requirements (Fixed key, Encrypted, vendor/format, etc.)
- f. Frequency band requested (C-band, Ku-band, C/Ku-band or Ku/C-band cross strap)
- g. Description of the event or source material, special event name, if applicable
- h. Point-of-contact name(s), telephone/fax numbers e-mail address
- i. Purchase order number(s), as applicable

Once your request has been registered in the global scheduling system, the OSC will forward to you via e-mail a confirmation Work Order ("WO"). First-time Customers will not receive confirmation WO's unless all deposits required prior to service commencement have been received by Intelsat.

### 3. Scheduling Times.

3.1 **Earth Stations and Antennas / Line-up Testing Windows.** All antennas intended for accessing Intelsat satellites must meet the technical standards set forth in the Intelsat Earth Station Standards (IESS) documents.

3.2 **Prior to access and when available, a customer can request a pre-transmission line up time. Intelsat generally grants a non-traffic use line up time of 10 minutes when available.** Any line-up period in excess of 10 minutes is billable for the time in excess of 10 minutes. Intelsat reserves the right to cancel line-up periods, at its sole discretion. For Transportable uplinks, once coordination and successful testing are complete, the antenna and subsystems must not be changed in any way or the access coordination must be repeated.

4. **Service Order Policies.** The following policies are intended to govern WO acceptance, confirmation, change and cancellation issues.

#### 4.1 Order Acceptance:

- a. All WOs will be registered on a first come, first served basis, subject to availability at the time of receipt of the request.
- b. No WOs for Occasional Use Services will be accepted for dates more than one year in advance, or if they fall beyond the rolling period or beyond the termination date of the Master Agreement, whichever is sooner. Bookings cannot be confirmed until the designated rolling window for that space segment begins.
- c. Inquiries will be accepted and registered in the scheduling system as a courtesy. All inquiries pending Customer confirmation will be cancelled 72 hours prior to the start of Service. (Individual customer agreements supersede these cancellation policy terms) Intelsat is not obligated to communicate with Customers regarding the status of inquiries.
- d. Intelsat reserves the right to change the Service Facilities (including the right to reassign satellite transponders, service providers and teleports). Intelsat will notify Customers as promptly as possible of any changes in Service Facilities.
- e. Unless otherwise specified in the WO, any and all Occasional Use Services are made available on a preemptible basis and may be deliberately preempted or interrupted by Intelsat at its sole discretion.
- f. Date and time conversion to other time zones may be provided as a courtesy, but all services are clocked by

- Intelsat on a 24 hour basis, calculated in Greenwich Mean Time ("GMT").
- g. WO confirmations are recorded at the time transmitted by the OSC.
  - h. Approx Outs. A minimum of 15 minutes to 60 minutes approx outs can be added to bookings but cannot be longer than 50% of the original booking window. No charges apply if the Approx Out is not used and goodnighted prior to the start of the Approx Out window. Full charges apply if any portion is used or if the service is not goodnighted before the start of the Approx Out window.
  - i. Please note that if you are providing any services into, out of, or otherwise for the benefit of or use by entities/persons in OFAC sanctioned countries (i.e. Cuba; Iran; North Korea; Russia; Syria; and the Crimea, Donetsk, and Luhansk regions of Ukraine), you must notify Intelsat at the time of your booking request. Note that there may be a delay in service while Intelsat confirms regulatory compliance for such services.

#### 4.2 Cancellations:

- a. Cancellation of Service notices must be in writing and sent via email or telephoned through to the Intelsat OSC. Customer cancellations are recorded as of the time received at the OSC.
- b. Cancellation Fees are charged as per the fee schedule table, below:

##### **Cancellation Fee Schedule:**

**No Charge - if cancelled with 72 hours' notice or more prior to the transmission**

**100% Charge - if cancelled with 72 hours' notice or less prior to the transmission (Individual customer agreements supersede cancellation policy terms).**

#### 4.3 Changes in Confirmed Work Orders:

- a. **General:** Changes to confirmed WOs will be posted as if they were made on the original order date and are subject to cancellation charges as if made on the original order date. All changes must be confirmed by facsimile, e-mail, or telephone.
- b. **Start Time Changes:** Changes to start-time (whether earlier or later) are on an as available basis. Once confirmed, early start changes are subject to the original order date cancellation fees. Any additional deposits required are due immediately. Any time cancelled because of a late start is subject to the cancellation fees in effect at the time the change is confirmed.
- c. **End Time Changes:** Changes to end-time (whether earlier or later) are on an as available basis. Once confirmed, late end changes are subject to the original order date cancellation fees. Any additional deposits required are due immediately. Any time cancelled because of a late start is subject to the cancellation fees in effect at the time the change is confirmed.
- d. **Feed Minimum Charges:** Should changes in the start-time and end-time result in a transmission that is less than 90% of the original WO, a 100% fee for the entire original WO shall apply.

#### 5. Deposits/Payment Terms:

- a. Prior to receiving confirmation WOs, first-time users are required to pay for initial Occasional Use Services in full in advance and/or to make deposits in accordance herewith.
- b. Fixed schedule Customers are required to deposit in advance the first and last month's Service Fees.
- c. Changes to a confirmed WO may require additional Deposits.
- d. Deposit amounts which exceed actual Service Fees billed will be applied against future Services.
- e. No interest will be paid on deposits.
- f. Unless otherwise specified on the WO or Special Occasional Use Agreement, all fees and nonrecurring charges not paid in advance will be due and payable 30 days after the date Intelsat issues an invoice for such fees.
- g. Customer shall make all payments (i) in U.S. dollars without offset, deduction or withholding and (ii) by bank wire transfer to such bank account as Intelsat may designate by notice to Customer. In addition, Customer shall be responsible for any and all transfer, exchange, or other similar charges. All payments shall be deemed to be made only upon Intelsat's receipt of collected funds. Any payments due from Customer and not received by Intelsat within five (5) days after the due date shall be subject to a delinquency charge (liquidated damages) at the rate of one and a half percent (1-1/2%) per month, or the highest rate permitted by law, if less, on such overdue amount from the due date until Intelsat actually receives payment in full. Customer acknowledges that such delinquency charge is reasonable under all the circumstances existing as of the Execution Date. Intelsat may place the account on credit hold – restricting the ability to order services while the customer is in breach of its payment obligations to Intelsat.
- h. Customers will have up to 45 days from the invoice date to dispute charges. After 45 days, all invoices are considered final. Customer is obligated to pay all undisputed amounts of the invoice per the terms set forth on the invoice.

6. **Outage Credits/Confirmed Failure.** Except as otherwise set forth in the Master Agreement, any continuing and uninterrupted failure of an Occasional Use Service due to an Intelsat resource failure, for five (5) minutes or more, confirmed by Intelsat, shall constitute a "Confirmed Outage" for which Customer is entitled to an "Outage Credit" equal to the pro-rata

Service Fee due for that portion of the Occasional Use Service during which a Confirmed Occasional Use Outage occurred. Customer is responsible for notifying Intelsat OSC (+ 1 404 381-2340) immediately upon any service interruption or failure. Outage credits will not be provided when the customer has failed to notify Intelsat of the interruption/outage during the booked service window.

Click here for the [\*\*OU Booking Policy\*\*](#).