

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)



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

For the quarterly period ended June 30, 2022

or



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

For the transition period from to

Commission File Number: 001-38228

Maxar Technologies Inc.

Delaware

(State or jurisdiction of incorporation or organization)

83-2809420

(IRS Employer Identification No.)

1300 W. 120th Avenue, Westminster, Colorado

(Address of principal executive offices)

80234

(Zip Code)

303-684-7660

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock par value of \$0.0001 per share	MAXR	New York Stock Exchange Toronto Stock Exchange

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 (or for such shorter period that the registrant was required to file such reports), 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 every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

Large Accelerated Filer ☒ Accelerated Filer ☐ Non-accelerated Filer ☐ Smaller Reporting Company ☐ Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

As of August 2, 2022, there were 74,205,410 shares of the registrant's common stock, at \$0.0001 par value, outstanding.

[Table of Contents](#)

Maxar Technologies Inc.
Quarterly Report on Form 10-Q
For the period ended June 30, 2022

Item Number

Table of Contents

PART I

1.	Financial Statements	3
	Unaudited Condensed Consolidated Statements of Operations	3
	Unaudited Condensed Consolidated Statements of Comprehensive (Loss) Income	4
	Unaudited Condensed Consolidated Balance Sheets	5
	Unaudited Condensed Consolidated Statements of Cash Flows	6
	Unaudited Condensed Consolidated Statements of Changes in Stockholders' Equity	7
	Notes to the Unaudited Condensed Consolidated Financial Statements	8
2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	26
3.	Quantitative and Qualitative Disclosures about Market Risk	43
4.	Controls and Procedures	43

PART II

1.	Legal Proceedings	44
1A.	Risk Factors	44
2.	Unregistered Sales of Equity Securities and Use of Proceeds	69
3.	Defaults Upon Senior Securities	69
4.	Mine Safety Disclosures	69
5.	Other Information	69
6.	Exhibits	69
	Signatures	72

PART I. FINANCIAL INFORMATION

MAXAR TECHNOLOGIES INC.

Unaudited Condensed Consolidated Statements of Operations

(In millions, except per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Revenues:				
Product	\$ 154	\$ 190	\$ 308	\$ 332
Service	284	283	535	533
Total revenues	438	473	843	865
Costs and expenses:				
Product costs, excluding depreciation and amortization	128	156	255	304
Service costs, excluding depreciation and amortization	92	100	185	193
Selling, general and administrative	106	88	210	172
Depreciation and amortization	67	73	135	147
Operating income	45	56	58	49
Interest expense, net	76	24	99	102
Other income, net	(2)	(3)	(5)	(4)
(Loss) income before taxes	(29)	35	(36)	(49)
Income tax expense (benefit)	1	(10)	1	(10)
Net (loss) income	<u>\$ (30)</u>	<u>\$ 45</u>	<u>\$ (37)</u>	<u>\$ (39)</u>
Net (loss) income per common share:				
Basic	\$ (0.41)	\$ 0.62	\$ (0.50)	\$ (0.57)
Diluted	\$ (0.41)	\$ 0.60	\$ (0.50)	\$ (0.57)

See accompanying notes to the Unaudited Condensed Consolidated Financial Statements.

MAXAR TECHNOLOGIES INC.

Unaudited Condensed Consolidated Statements of Comprehensive (Loss) Income
(In millions)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Net (loss) income	\$ (30)	\$ 45	\$ (37)	\$ (39)
Other comprehensive income (loss), net of tax:				
Unrealized gain on interest rate swaps	1	4	12	10
Foreign currency translation adjustments	(1)	—	(1)	(1)
Gain on pension and other postretirement benefit plans	—	1	—	2
Other comprehensive income, net of tax	—	5	11	11
Comprehensive (loss) income, net of tax	<u>\$ (30)</u>	<u>\$ 50</u>	<u>\$ (26)</u>	<u>\$ (28)</u>

See accompanying notes to the Unaudited Condensed Consolidated Financial Statements.

MAXAR TECHNOLOGIES INC.

Unaudited Condensed Consolidated Balance Sheets

(In millions)

	June 30, 2022	December 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 15	\$ 47
Trade and other receivables, net	378	355
Inventory, net	37	39
Advances to suppliers	28	31
Prepaid assets	32	35
Other current assets	57	22
Total current assets	547	529
Non-current assets:		
Orbital receivables, net	358	368
Property, plant and equipment, net	1,003	940
Intangible assets, net	734	787
Non-current operating lease assets	130	145
Goodwill	1,627	1,627
Other non-current assets	111	102
Total assets	\$ 4,510	\$ 4,498
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 77	\$ 75
Accrued liabilities	49	43
Accrued compensation and benefits	69	111
Contract liabilities	224	289
Current portion of long-term debt	24	24
Current operating lease liabilities	37	42
Other current liabilities	66	38
Total current liabilities	546	622
Non-current liabilities:		
Pension and other postretirement benefits	128	134
Operating lease liabilities	127	138
Long-term debt	2,194	2,062
Other non-current liabilities	69	79
Total liabilities	3,064	3,035
Commitments and contingencies		
Stockholders' equity:		
Common stock (\$0.0001 par value, 240 million common shares authorized; 74.2 million and 72.7 million issued and outstanding at June 30, 2022 and December 31, 2021, respectively)	—	—
Additional paid-in capital	2,246	2,235
Accumulated deficit	(758)	(720)
Accumulated other comprehensive loss	(42)	(53)
Total Maxar stockholders' equity	1,446	1,462
Noncontrolling interest	—	1
Total stockholders' equity	1,446	1,463
Total liabilities and stockholders' equity	\$ 4,510	\$ 4,498

See accompanying notes to the Unaudited Condensed Consolidated Financial Statements.

MAXAR TECHNOLOGIES INC.

Unaudited Condensed Consolidated Statements of Cash Flows

(In millions)

	Six Months Ended June 30,	
	2022	2021
Cash flows provided by (used in):		
Operating activities:		
Net loss	\$ (37)	\$ (39)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	135	147
Stock-based compensation expense	25	21
Amortization of debt issuance costs and other non-cash interest expense	7	7
Loss from early extinguishment of debt	53	41
Cumulative adjustment to SXM-7 revenue	—	25
Other	11	9
Changes in operating assets and liabilities:		
Trade and other receivables, net	(15)	(72)
Accounts payable and liabilities	(14)	(60)
Contract liabilities	(65)	(6)
Other	(33)	(23)
Cash provided by operating activities	67	50
Investing activities:		
Purchase of property, plant and equipment and development or purchase of software	(151)	(105)
Acquisition of investment	(2)	—
Cash used in investing activities	(153)	(105)
Financing activities:		
Cash paid to extinguish existing Term Loan B	(1,341)	—
Proceeds from amendment of Term Loan B, net of discount	1,329	—
Repurchase of 9.75% 2023 Notes, including premium	(537)	(384)
Proceeds from issuance of 7.75% 2027 Notes	500	—
Net proceeds from Revolving Credit Facility	145	53
Debt issuance costs paid	(22)	—
Settlement of securitization liability	(5)	(6)
Repayments of long-term debt	(5)	(4)
Net proceeds from issuance of common stock	—	380
Other	(10)	(6)
Cash provided by financing activities	54	33
(Decrease) increase in cash, cash equivalents, and restricted cash	(32)	(22)
Effect of foreign exchange on cash, cash equivalents, and restricted cash	—	—
Cash, cash equivalents, and restricted cash, beginning of year	48	32
Cash, cash equivalents, and restricted cash, end of period	\$ 16	\$ 10
Reconciliation of cash flow information:		
Cash and cash equivalents	\$ 15	\$ 10
Restricted cash included in prepaid and other current assets	1	—
Total cash, cash equivalents, and restricted cash	\$ 16	\$ 10

See accompanying notes to the Unaudited Condensed Consolidated Financial Statements.

MAXAR TECHNOLOGIES INC.

Unaudited Condensed Consolidated Statements of Changes in Stockholders' Equity
(In millions, except per share amounts)

Three and six months ended June 30, 2022:

	Common Stock		Additional	Accumulated	Accumulated	Noncontrolling	Total
	Shares	Amount	paid-in capital	Deficit	other comprehensive income (loss)	interest	stockholders' equity
Balance as of December 31, 2021	72.7	\$ —	\$ 2,235	\$ (720)	\$ (53)	\$ 1	\$ 1,463
Common stock issued under employee stock purchase plan	0.1	—	2	—	—	—	2
Equity classified stock-based compensation expense	0.6	—	6	—	—	—	6
Dividends (\$0.01 per common share)	—	—	—	—	—	—	—
Comprehensive (loss) income	—	—	—	(7)	11	—	4
Balance as of March 31, 2022	73.4	\$ —	\$ 2,243	\$ (727)	\$ (42)	\$ 1	\$ 1,475
Common stock issued under employee stock purchase plan	0.1	—	2	—	—	—	2
Equity classified stock-based compensation expense	0.7	—	1	—	—	—	1
Dividends (\$0.01 per common share)	—	—	—	(1)	—	—	(1)
Comprehensive loss	—	—	—	(30)	—	—	(30)
Other	—	—	—	—	—	(1)	(1)
Balance as of June 30, 2022	74.2	\$ —	\$ 2,246	\$ (758)	\$ (42)	\$ —	\$ 1,446

Three and six months ended June 30, 2021:

	Common Stock		Additional	Accumulated	Accumulated	Noncontrolling	Total
	Shares	Amount	paid-in capital	Deficit	other comprehensive income (loss)	interest	stockholders' equity
Balance as of December 31, 2020	61.2	\$ —	\$ 1,818	\$ (763)	\$ (120)	\$ 1	\$ 936
Common stock issuance, net of transaction fees	10.0	—	380	—	—	—	380
Common stock issued under employee stock purchase plan	0.1	—	2	—	—	—	2
Equity classified stock-based compensation expense	0.4	—	7	—	—	—	7
Dividends (\$0.01 per common share)	—	—	—	—	—	—	—
Comprehensive (loss) income	—	—	—	(84)	6	—	(78)
Balance as of March 31, 2021	71.7	\$ —	\$ 2,207	\$ (847)	\$ (114)	\$ 1	\$ 1,247
Common stock issued under employee stock purchase plan	0.1	—	2	—	—	—	2
Equity classified stock-based compensation expense	0.6	—	2	—	—	—	2
Dividends (\$0.01 per common share)	—	—	—	(1)	—	—	(1)
Comprehensive income	—	—	—	45	5	—	50
Balance as of June 30, 2021	72.4	\$ —	\$ 2,211	\$ (803)	\$ (109)	\$ 1	\$ 1,300

See accompanying notes to the Unaudited Condensed Consolidated Financial Statements.

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions of dollars, unless otherwise noted)

1. GENERAL BUSINESS DESCRIPTION

Maxar Technologies Inc. (the “Company” or “Maxar”) is a provider of comprehensive space solutions and secure, precise, geospatial intelligence. Maxar helps government and commercial customers monitor, understand and navigate our changing planet; deliver global broadband communications; and explore and advance the use of space. The Company’s approach combines decades of deep mission understanding and a proven commercial and defense foundation to deploy solutions and deliver insights with speed, scale and cost effectiveness. Maxar’s stock trades on the New York Stock Exchange and Toronto Stock Exchange under the symbol “MAXR.”

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The Unaudited Condensed Consolidated Financial Statements include the accounts of Maxar Technologies Inc., and all consolidated subsidiary entities. The Company’s Unaudited Condensed Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles in the United States (“U.S. GAAP”), and the rules and regulations of the U.S. Securities and Exchange Commission (“SEC”). All intercompany balances and transactions are eliminated on consolidation.

The Company’s Unaudited Condensed Consolidated Financial Statements are presented in U.S. dollars and have been prepared on a historical cost basis, except for certain financial assets and liabilities including derivative financial instruments which are stated at fair value.

The Unaudited Condensed Consolidated Financial Statements should be read in conjunction with the Company’s annual audited consolidated financial statements and notes thereto included in the Company’s most recent Annual Report on Form 10-K filed with the SEC. Certain amounts in the prior year financial statements have been reclassified to conform to the current year presentation. In management’s opinion, all adjustments of a normal recurring nature that are necessary for a fair statement of the accompanying Unaudited Condensed Consolidated Financial Statements have been included.

Use of estimates, assumptions and judgments

The preparation of the Unaudited Condensed Consolidated Financial Statements in accordance with U.S. GAAP requires the Company to make estimates and judgments that affect the reported amounts of assets and liabilities and the disclosure of contingencies at the reporting date, as well as the reported amounts of revenues and expenses during the reporting period. Estimates have been prepared using the most current and best available information; however, actual results could differ materially from those estimates.

Recent Accounting Guidance Adopted

Reference Rate Reform

In March 2020, the Financial Accounting Standards Board issued Accounting Standards Update (“ASU”) 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting, which together with subsequent amendments, is intended to provide temporary optional expedients and exceptions to the U.S. GAAP guidance on contract modifications and hedge accounting to ease the financial reporting burdens related to the market transition from the London Interbank Offered Rate (“LIBOR”) and other interbank offered rates to alternative reference rates. This guidance was effective beginning on March 12, 2020, and the Company may elect to apply the amendments prospectively through December 31, 2022. As of June 30, 2022, in connection with the Company’s amendment and restatement of its Syndicated Credit Facility (as defined below), the Company elected to apply the

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

contract modification optional expedient to the amendments of its existing interest rate swaps to replace the hedged interest rate risk from LIBOR to the Secured Overnight Financing Rate (“SOFR”) and consider the amendment of the interest rate swaps as a continuation of the existing contracts without performing an assessment that would otherwise be required under U.S. GAAP. See Note 8 for additional details regarding the amendments to the existing interest swaps.

3. TRADE AND OTHER RECEIVABLES, NET

	June 30, 2022	December 31, 2021
Billed	\$ 200	\$ 162
Unbilled	135	143
Total trade receivables	335	305
Orbital receivables, current portion	41	49
Other	3	2
Allowance for doubtful accounts	(1)	(1)
Trade and other receivables, net	\$ 378	\$ 355

The Company had orbital receivables from 13 customers for which the largest customer’s value represented 30% of the stated current and non-current balance sheet values as of both June 30, 2022 and December 31, 2021.

During the first quarter of 2021, the Company reduced its outstanding receivables related to the SXM-7 satellite for the final milestone and expected orbital payments by \$15 million and \$14 million, respectively. See Note 10 for additional details regarding the adjustment to revenue.

There have been no changes in the allowance for expected credit losses related to non-current orbital receivables for the six months ended June 30, 2022.

Securitization liabilities are as follows:

	June 30, 2022	December 31, 2021
Current portion	\$ 17	\$ 16
Non-current portion	26	32
Total securitization liabilities	\$ 43	\$ 48

4. INVENTORY, NET

	June 30, 2022	December 31, 2021
Raw materials	\$ 33	\$ 34
Work in process	5	6
Total	\$ 38	\$ 40
Inventory reserve	(1)	(1)
Inventory, net	\$ 37	\$ 39

5. PROPERTY, PLANT AND EQUIPMENT, NET

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements

(Tabular amounts in millions, unless otherwise noted)

	June 30, 2022	December 31, 2021
Satellites	\$ 397	\$ 397
Equipment	222	221
Computer hardware	100	95
Leasehold improvements	83	83
Furniture and fixtures	16	16
Construction in process ¹	762	668
Property, plant and equipment, at cost	1,580	1,480
Accumulated depreciation	(577)	(540)
Property, plant and equipment, net	\$ 1,003	\$ 940

¹ Construction in process is primarily related to the construction of the Company's WorldView-Legion satellites.

Depreciation expense for property, plant and equipment was \$19 million and \$21 million for the three months ended June 30, 2022 and 2021, respectively, and \$38 million and \$44 million for the six months ended June 30, 2022 and 2021, respectively.

6. INTANGIBLE ASSETS

	June 30, 2022			December 31, 2021		
	Gross carrying value	Accumulated amortization	Net carrying value	Gross carrying value	Accumulated amortization	Net carrying value
Customer relationships	\$ 615	\$ (212)	\$ 403	\$ 615	\$ (190)	\$ 425
Software	424	(171)	253	379	(152)	227
Technologies	367	(312)	55	367	(278)	89
Backlog	107	(103)	4	107	(89)	18
Image library	80	(77)	3	80	(71)	9
Trade names and other	37	(21)	16	37	(18)	19
Intangible assets	\$ 1,630	\$ (896)	\$ 734	\$ 1,585	\$ (798)	\$ 787

Amortization expense related to intangible assets was \$48 million and \$52 million, for the three months ended June 30, 2022 and 2021, respectively, and \$97 million and \$103 million for the six months ended June 30, 2022 and 2021, respectively.

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

7. LONG-TERM DEBT AND INTEREST EXPENSE, NET

	June 30, 2022	December 31, 2021
Syndicated Credit Facility:		
Revolving Credit Facility	\$ 145	\$ —
Term Loan B	1,500	1,444
9.75% 2023 Notes	—	500
7.75% 2027 Notes	500	—
7.54% 2027 Notes	150	150
Deferred financing	23	26
Obligations under finance leases and other	6	5
Debt discount and issuance costs	(106)	(39)
Total long-term debt	2,218	2,086
Current portion of long-term debt	(24)	(24)
Non-current portion of long-term debt	\$ 2,194	\$ 2,062

Syndicated Credit Facility

As of June 30, 2022, the Company's senior secured syndicated credit facility ("Syndicated Credit Facility") is composed of: (i) a senior secured first lien revolving credit facility in an aggregate capacity of up to \$500 million maturing in June 2027 ("Revolving Credit Facility") and (ii) a senior secured first lien term B facility in an aggregate principal amount of \$1.5 billion maturing in June 2029, which was issued with an original issue discount of 4.50% ("Term Loan B").

On June 14, 2022, the Company amended the terms of the Syndicated Credit Facility pursuant to an amended and restated credit agreement ("Amended and Restated Credit Agreement"). The Amended and Restated Credit Agreement (i) replaced the Consolidated Leverage Ratio financial maintenance covenant with the Consolidated Net Debt Leverage Ratio (as defined in the Amended and Restated Credit Agreement) financial maintenance covenant not to exceed to (1) 5.50:1.00 for each fiscal quarter ending on or prior to December 31, 2022, (2) 5.00:1.00 for each fiscal quarter ending on and after March 31, 2023 through and including December 31, 2023 and (3) 4.50:1.00 for each fiscal quarter ending on or after March 31, 2024, (ii) changed the required level of the Interest Coverage Ratio maintenance covenant to 2.50:1.00 as of the last day of each fiscal quarter, (iii) increased the total amount of Term Loan B outstanding to \$1.5 billion and (iv) permitted the issuance of the 7.75% Senior Secured Notes due 2027 ("7.75% 2027 Notes") and the redemption of the 9.75% Senior Secured 2023 Notes ("9.75% 2023 Notes").

Borrowings under Term Loan B will bear interest at a rate equal to, at the Company's option, either Adjusted Term SOFR plus an applicable margin ranging from 4.00% to 4.25% or adjusted base rate ("ABR") plus an applicable margin ranging from 3.00% to 3.25%, in each case depending on the total Consolidated Net Debt Leverage Ratio. Starting September 30, 2022, the Company must make equal quarterly installment payments in aggregate annual amounts equal to 1% of the original principal amount of Term Loan B, with the final balance payable at maturity on June 14, 2029; provided that if the 7.75% 2027 Notes are not repaid in full by the date that is 91 days prior to the maturity date of the 7.75% 2027 Notes ("Springing Maturity Date"), the maturity date for the Term Loan B will be the maturity date of the 7.75% 2027 Notes. Borrowings under Term Loan B may be repaid by the Company, in whole or in part, together with accrued interest, without premium or penalty.

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

Borrowings under the Revolving Credit Facility will bear interest at a rate equal to, at the Company's option, if such borrowings are in U.S. dollars, either Adjusted Term SOFR plus an applicable margin ranging from 2.75% to 3.50% or ABR plus an applicable margin ranging from 1.75% to 2.50%, in each case depending on the total Consolidated Net Debt Leverage Ratio. The Company may also, at its option, borrow in Canadian dollars, Euros or British Pounds Sterling using the same applicable margins as noted for U.S. dollars. The Revolving Credit Facility is payable at maturity on June 14, 2027; provided that if the 7.75% 2027 Notes are not repaid in full by the Springing Maturity Date, the maturity date for the Revolving Credit Facility will be the Springing Maturity Date. The Revolving Credit Facility may be repaid by the Company, in whole or in part, together with accrued interest, without premium or penalty.

The Company evaluated the amendment of Term Loan B on a lender-by-lender basis and accounted for \$1.3 billion as a debt extinguishment and \$103 million as a debt modification. The portion accounted for as a debt modification is excluded from the presentation of cash flows from financing activities in the Consolidated Statement of Cash Flows as it represents a non-cash transaction. The Company recognized a loss on debt extinguishment of \$10 million equal to the write-off of unamortized deferred financing costs. The modification of the Revolving Credit Facility resulted in the recognition of a loss on debt extinguishment of \$1 million equal to the write-off of unamortized deferred financing costs. The Company recognized the losses on debt extinguishment in Interest expense, net in the Unaudited Condensed Consolidated Statements of Operations.

The Revolving Credit Facility includes an aggregate \$200 million sub limit under which letters of credit can be issued. The Company had \$29 million and \$28 million of issued and undrawn letters of credit outstanding under the Revolving Credit Facility as of June 30, 2022 and December 31, 2021, respectively. As of June 30, 2022 and December 31, 2021, the Company was in compliance with its debt covenants.

9.75% Notes due 2023

On June 14, 2022, the Company used the proceeds from the issuance of the 7.75% 2027 Notes, along with cash on hand, to redeem the remaining \$500 million aggregate principal amount of its 9.75% 2023 Notes. The 9.75% 2023 Notes were redeemed at a price of 107.313% of the principal amount thereof, plus accrued but unpaid interest.

The Company accounted for the issuance of the 7.75% 2027 Notes and the redemption of the 9.75% 2023 Notes as a debt extinguishment. As a result, the 7.313% premium paid on the redemption of the 9.75% 2023 Notes is accounted for as a loss on debt extinguishment. Additionally, at the time of the extinguishment there were \$1 million of unamortized deferred financing costs and an unamortized debt discount of \$5 million associated with the 9.75% 2023 Notes, which were written off as a loss on debt extinguishment. The Company recognized a total loss on extinguishment of the 9.75% 2023 Notes of \$42 million, which is included in Interest expense, net in the Unaudited Condensed Consolidated Statement of Operations.

7.75% Notes due 2027

On June 14, 2022, the Company issued \$500 million in aggregate principal amount of 7.75% 2027 Notes in a private placement to qualified institutional buyers in the U.S. pursuant to Rule 144A under the Securities Act of 1933, as amended ("Securities Act") and outside the U.S. pursuant to Regulation S under the Securities Act. The 7.75% 2027 Notes were issued at a price equal to 100% of their face value and are recorded as long-term debt in the consolidated financial statements. The 7.75% 2027 Notes bear interest at the rate of 7.75% per year, payable semi-annually in cash in arrears on June 15 and December 15 of each year, beginning on December 15, 2022. The 7.75% 2027 Notes will mature on June 15, 2027, unless earlier redeemed or repurchased. The 7.75% 2027 Notes are secured on a first-priority basis by liens on the Company's and the guarantors' assets that also secure, equally and ratably, the Company's indebtedness under the Syndicated Credit Facility and the 7.54% 2027 Notes (as defined below) pursuant to the terms of a first lien intercreditor agreement. The 7.75% 2027 Notes are also guaranteed on a senior secured basis by each of the Company's subsidiaries that are guarantors under the Syndicated Credit Facility and its 7.54% 2027 Notes (as defined below).

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

7.54% Notes due 2027

On June 25, 2020, the Company issued \$150 million in aggregate principal amount of 7.54% Senior Secured Notes due 2027 ("7.54% 2027 Notes"). The 7.54% 2027 Notes were offered and sold to qualified institutional buyers in the U.S. pursuant to Rule 144A and outside the U.S. pursuant to Regulation S under the Securities Act. The 7.54% 2027 Notes were issued at a price of 98.25% and are recorded as long-term debt in the consolidated financial statements. The 7.54% 2027 Notes bear interest at the rate of 7.54% per year, payable semi-annually in cash in arrears, for which interest payments commenced December 2020. The 7.54% 2027 Notes will mature on December 31, 2027, unless earlier redeemed or repurchased. The 7.54% 2027 Notes are guaranteed on a senior secured basis by each of the Company's existing and future subsidiaries that guarantee the Syndicated Credit Facility.

Interest expense, net on long-term debt and other obligations is as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Interest on long-term debt	\$ 34	\$ 33	\$ 67	\$ 77
Loss on debt extinguishment	53	—	53	41
Interest on orbital securitization liability	1	1	2	2
Imputed interest and other	—	—	—	1
Capitalized interest	(12)	(10)	(23)	(19)
Interest expense, net	<u>\$ 76</u>	<u>\$ 24</u>	<u>\$ 99</u>	<u>\$ 102</u>

8. FINANCIAL INSTRUMENTS AND FAIR VALUE DISCLOSURES

Factors used in determining the fair value of financial assets and liabilities are summarized into three categories in accordance with Accounting Standards Codification 820 - Fair Value Measurements:

Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices)

Level 3: Inputs for the asset or liability that are based on unobservable inputs

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

The following tables present assets and liabilities that are measured at fair value on a recurring basis (at least annually) by level within the fair value hierarchy. A financial asset or liability's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

Recurring Fair Value Measurements as of June 30, 2022				
	Level 1	Level 2	Level 3	Total
Assets				
Orbital receivables ¹	\$ —	\$ 421	\$ —	\$ 421
Interest rate swaps	—	14	—	14
	<u>\$ —</u>	<u>\$ 435</u>	<u>\$ —</u>	<u>\$ 435</u>
Liabilities				
Interest rate swaps	\$ —	\$ 3	\$ —	\$ 3
Long-term debt ²	—	1,985	—	1,985
	<u>\$ —</u>	<u>\$ 1,988</u>	<u>\$ —</u>	<u>\$ 1,988</u>
Recurring Fair Value Measurements as of December 31, 2021				
	Level 1	Level 2	Level 3	Total
Assets				
Orbital receivables ¹	\$ —	\$ 481	\$ —	\$ 481
Interest rate swaps	—	3	—	3
	<u>\$ —</u>	<u>\$ 484</u>	<u>\$ —</u>	<u>\$ 484</u>
Liabilities				
Interest rate swaps	\$ —	\$ 4	\$ —	\$ 4
Long-term debt ²	—	2,132	—	2,132
	<u>\$ —</u>	<u>\$ 2,136</u>	<u>\$ —</u>	<u>\$ 2,136</u>

¹ The carrying value of orbital receivables was \$399 million and \$417 million as of June 30, 2022 and December 31, 2021, respectively.

² Long-term debt excludes finance leases, borrowings under the Revolving Credit Facility, deferred financing and other and is carried at amortized cost. The outstanding carrying value was \$2,044 million and \$2,055 million as of June 30, 2022 and December 31, 2021, respectively. The carrying value of borrowings under the Revolving Credit Facility approximates their fair value.

On April 29, 2022, \$500 million of the Company's interest rate swaps matured. On June 22, 2022, the Company entered into interest rate swaps having a notional value of \$500 million. In June 2022, the Company amended its existing interest rate swaps that mature in June 2023 to modify the designated hedged interest rate risk from LIBOR to SOFR in connection with the Company's Amended and Restated Credit Agreement. In total, as of June 30, 2022, an aggregate of \$1 billion of the Company's variable rate long-term debt is fixed at an average rate of 1.71% (excluding the margin specified in the Syndicated Credit Facility) pursuant to the Company's outstanding interest rate swaps. In each of June 2023 and June 2024, the Company will have interest rate swap maturities of \$500 million.

The Company determines fair value of its derivative financial instruments and orbital receivables based on internal valuation models, such as a discounted cash flow analysis, using management estimates and observable market-based inputs, as applicable. Management estimates include assumptions concerning the amount and timing of estimated future cash flows and application of appropriate discount rates. Observable market-based inputs are sourced from third parties and include interest rates and yield curves, currency spot and forward rates and credit spreads, as applicable.

The Company determines fair value of long-term debt that is actively traded in the secondary market using external pricing data, including any available quoted market prices and other observable inputs from available market

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

information. For debt that is not actively traded in the secondary market, the fair value is based on the Company's indicative borrowing cost derived from dealer quotes or discounted cash flows.

Cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities are all short-term in nature; therefore, the carrying value of these items approximates their fair value.

There were no transfers into or out of each of the levels of the fair value hierarchy during the periods ended June 30, 2022 and December 31, 2021.

9. STOCKHOLDERS' EQUITY

Changes in the components of Accumulated other comprehensive income (loss) are as follows:

	Foreign Currency Translation Adjustments	Unrealized (Loss) Gain on Interest Rate Swaps	Loss on Pension and Other Postretirement Plans	Total Accumulated Other Comprehensive (Loss) Income
Balance as of December 31, 2021	\$ (1)	\$ (1)	\$ (51)	\$ (53)
Other comprehensive income	—	11	—	11
Tax benefit (expense)	—	—	—	—
Balance as of March 31, 2022	\$ (1)	\$ 10	\$ (51)	\$ (42)
Other comprehensive (loss) income	(1)	1	—	—
Tax benefit (expense)	—	—	—	—
Balance as of June 30, 2022	\$ (2)	\$ 11	\$ (51)	\$ (42)

On March 22, 2021, the Company completed the underwritten public offering of 10 million shares of common stock at a public offering price of \$40 per share. The Company received proceeds of \$380 million, net of \$20 million of transaction fees.

10. REVENUES

As of June 30, 2022, the Company had \$2.9 billion of remaining performance obligations, which represents the transaction price of firm orders less inception-to-date revenues recognized. Remaining performance obligations generally exclude unexercised contract options and indefinite delivery/indefinite quantity contracts. The Company expects to recognize revenues relating to existing performance obligations of approximately \$0.8 billion, \$0.7 billion and \$1.4 billion for the remaining six months ending December 31, 2022, the year ending December 31, 2023 and thereafter, respectively.

Contract liabilities by segment are as follows:

As of June 30, 2022	Earth Intelligence	Space Infrastructure	Total
Contract liabilities	\$ 46	\$ 178	\$ 224
As of December 31, 2021	Earth Intelligence	Space Infrastructure	Total
Contract liabilities	\$ 32	\$ 257	\$ 289

Contract liabilities decreased to \$224 million as of June 30, 2022 from \$289 million as of December 31, 2021. The decrease in contract liabilities is primarily due to revenues recognized based upon the satisfaction of performance

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

obligations within the Space Infrastructure segment. The Company had an immaterial balance of non-current contract liabilities as of June 30, 2022 and December 31, 2021. Non-current contract liabilities are included in Other non-current liabilities on the Unaudited Condensed Consolidated Balance Sheets.

The Company's primary sources of revenues are as follows:

Three Months Ended June 30, 2022	Earth Intelligence	Space Infrastructure	Eliminations	Total
Product revenues	\$ —	\$ 154	\$ —	\$ 154
Service revenues	284	—	—	284
Intersegment	—	32	(32)	—
	<u>\$ 284</u>	<u>\$ 186</u>	<u>\$ (32)</u>	<u>\$ 438</u>
Three Months Ended June 30, 2021	Earth Intelligence	Space Infrastructure	Eliminations	Total
Product revenues	\$ —	\$ 190	\$ —	\$ 190
Service revenues	283	—	—	283
Intersegment	—	16	(16)	—
	<u>\$ 283</u>	<u>\$ 206</u>	<u>\$ (16)</u>	<u>\$ 473</u>
Six Months Ended June 30, 2022	Earth Intelligence	Space Infrastructure	Eliminations	Total
Product revenues	\$ —	\$ 308	\$ —	\$ 308
Service revenues	535	—	—	535
Intersegment	—	55	(55)	—
	<u>\$ 535</u>	<u>\$ 363</u>	<u>\$ (55)</u>	<u>\$ 843</u>
Six Months Ended June 30, 2021	Earth Intelligence	Space Infrastructure	Eliminations	Total
Product revenues	\$ —	\$ 332	\$ —	\$ 332
Service revenues	533	—	—	533
Intersegment	—	29	(29)	—
	<u>\$ 533</u>	<u>\$ 361</u>	<u>\$ (29)</u>	<u>\$ 865</u>

Certain of the Company's contracts with customers in the Space Infrastructure segment include a significant financing component since payments are received from the customer more than one year after delivery of the promised goods or services. The Company recognized orbital interest revenue of \$7 million for the three months ended June 30, 2022 and 2021 and \$14 million for the six months ended June 30, 2022 and 2021 related to these contracts, which is included in product revenues in the Unaudited Condensed Consolidated Statements of Operations.

Revenue in the Space Infrastructure segment is primarily generated from long-term construction contracts. Due to the long-term nature of these contracts, the Company generally recognizes revenue over time using the cost-to-cost method to measure progress. Under the cost-to-cost method, revenue is recognized based on the proportion of total costs incurred to estimated total costs-at-completion ("EAC"). Revenue recognition is also contingent on estimated contractual consideration. An EAC includes all direct costs and indirect costs directly attributable to a program or allocable based on program cost pooling arrangements. Estimates regarding the Company's costs associated with the design, manufacture and delivery of products and services are used in determining the EAC. Changes to an EAC or estimated contractual consideration are recorded as a cumulative adjustment to revenue.

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements

(Tabular amounts in millions, unless otherwise noted)

The Company recognized a cumulative adjustment to revenue of \$25 million in the first quarter of 2021 related to the Sirius XM contract with Sirius XM Holdings Inc. ("Sirius XM"). This adjustment resulted primarily from adjusting the EAC transaction price for the amount of the final milestone and expected orbital payments from Sirius XM due to the non-performance of the SXM-7 satellite and other adjustments. See Note 3 for additional details regarding the adjustment to trade and other receivables.

The Company has certain programs in the Space Infrastructure segment which contain significant development efforts that have experienced delays and cost growth primarily due to the complexity of the programs resulting in an overall loss position. The Company recorded EAC adjustments on loss contracts of \$6 million and \$13 million for the three months ended June 30, 2022 and 2021, respectively, and \$15 million and \$23 million for the six months ended June 30, 2022 and 2021, respectively.

Revenues based on the geographic location of customers are as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
United States	\$ 355	\$ 372	\$ 690	\$ 695
Australia	26	37	33	48
Asia	25	20	47	42
Middle East	15	13	30	27
Europe	10	21	27	36
Canada	3	2	9	5
Other	4	8	7	12
Total revenues	<u>\$ 438</u>	<u>\$ 473</u>	<u>\$ 843</u>	<u>\$ 865</u>

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

Revenues from significant customers are as follows:

Three Months Ended June 30, 2022	Earth Intelligence	Space Infrastructure	Eliminations	Total
U.S. federal government and agencies	\$ 183	\$ 58	\$ —	\$ 241
Commercial and other	101	128	(32)	197
Total revenues	<u>\$ 284</u>	<u>\$ 186</u>	<u>\$ (32)</u>	<u>\$ 438</u>

Three Months Ended June 30, 2021	Earth Intelligence	Space Infrastructure	Eliminations	Total
U.S. federal government and agencies	\$ 180	\$ 61	\$ —	\$ 241
Commercial and other	103	145	(16)	232
Total revenues	<u>\$ 283</u>	<u>\$ 206</u>	<u>\$ (16)</u>	<u>\$ 473</u>

Six Months Ended June 30, 2022	Earth Intelligence	Space Infrastructure	Eliminations	Total
U.S. federal government and agencies	\$ 352	\$ 121	\$ —	\$ 473
Commercial and other	183	242	(55)	370
Total revenues	<u>\$ 535</u>	<u>\$ 363</u>	<u>\$ (55)</u>	<u>\$ 843</u>

Six Months Ended June 30, 2021	Earth Intelligence	Space Infrastructure	Eliminations	Total
U.S. federal government and agencies	\$ 351	\$ 127	\$ —	\$ 478
Commercial and other	182	234	(29)	387
Total revenues	<u>\$ 533</u>	<u>\$ 361</u>	<u>\$ (29)</u>	<u>\$ 865</u>

The Company had revenues from a commercial customer in the Space Infrastructure segment that represented 9% and 21% of total revenues for the three months ended June 30, 2022 and 2021, respectively, and 10% and 20% for the six months ended June 30, 2022 and 2021, respectively.

11. SEGMENT INFORMATION

The Company's business is organized into two reportable segments: Earth Intelligence and Space Infrastructure. The Earth Intelligence reportable segment is a supplier of high-resolution, high accuracy Earth imagery and other geospatial data sourced from the Company's advanced satellite constellation and third-party providers, as well as a provider of advanced geospatial information applications and analytic services for national security and commercial solutions. The Space Infrastructure reportable segment is a supplier of space-based infrastructure, robotics, subsystems and information solutions to satellite operators and government agencies.

The Company's Chief Operating Decision Maker measures the performance of each segment based on revenue and Adjusted EBITDA. Adjusted EBITDA is defined as earnings before interest, tax, depreciation and amortization ("EBITDA") adjusted for certain items affecting comparability of the Company's ongoing operating results as specified in the calculation. Certain items affecting the comparability of our ongoing operating results between periods include restructuring, impairments, insurance recoveries, gain (loss) on sale of assets, (gain) loss on orbital receivables allowance and transaction and integration related expense. Transaction and integration related expense includes costs associated with de-leveraging activities, acquisitions and dispositions and the integration of acquisitions. Corporate and other expenses include items such as corporate office costs, regulatory costs, executive and director compensation, foreign exchange gains and losses and fees for audit, legal and consulting services.

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements

(Tabular amounts in millions, unless otherwise noted)

Intersegment sales are generally recorded at cost plus a specified margin, which may differ from what the segment may be able to obtain on sales to external customers.

The following table summarizes the operating performance of the Company's segments:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Revenues:				
Earth Intelligence	\$ 284	\$ 283	\$ 535	\$ 533
Space Infrastructure	186	206	363	361
Intersegment eliminations	(32)	(16)	(55)	(29)
Total revenues	<u>\$ 438</u>	<u>\$ 473</u>	<u>\$ 843</u>	<u>\$ 865</u>
Adjusted EBITDA:				
Earth Intelligence	\$ 129	\$ 131	\$ 228	\$ 238
Space Infrastructure	19	27	38	15
Intersegment eliminations	(9)	(7)	(18)	(12)
Corporate and other expenses	(20)	(19)	(45)	(42)
Restructuring	(4)	—	(5)	—
Transaction and integration related expense	(1)	—	(1)	—
Depreciation and amortization	(67)	(73)	(135)	(147)
Interest expense, net	(76)	(24)	(99)	(102)
Interest income ¹	—	—	1	1
(Loss) income before taxes	<u>\$ (29)</u>	<u>\$ 35</u>	<u>\$ (36)</u>	<u>\$ (49)</u>

¹ Included in Other income, net on the Unaudited Condensed Consolidated Statements of Operations.

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

The Company's capital expenditures are as follows:

Three Months Ended June 30, 2022	Earth Intelligence	Space Infrastructure	Corporate and Eliminations	Total
Capital expenditures:				
Property, plant and equipment	\$ 40	\$ 3	\$ 22	\$ 65
Intangible assets	21	—	1	22
	<u>\$ 61</u>	<u>\$ 3</u>	<u>\$ 23</u>	<u>\$ 87</u>
Three Months Ended June 30, 2021	Earth Intelligence	Space Infrastructure	Corporate and Eliminations	Total
Capital expenditures:				
Property, plant and equipment	\$ 15	\$ 4	\$ 12	\$ 31
Intangible assets	22	—	2	24
	<u>\$ 37</u>	<u>\$ 4</u>	<u>\$ 14</u>	<u>\$ 55</u>
Six Months Ended June 30, 2022	Earth Intelligence	Space Infrastructure	Corporate and Eliminations	Total
Capital expenditures:				
Property, plant and equipment	\$ 68	\$ 6	\$ 34	\$ 108
Intangible assets	40	—	3	43
	<u>\$ 108</u>	<u>\$ 6</u>	<u>\$ 37</u>	<u>\$ 151</u>
Six Months Ended June 30, 2021	Earth Intelligence	Space Infrastructure	Corporate and Eliminations	Total
Capital expenditures:				
Property, plant and equipment	\$ 28	\$ 8	\$ 21	\$ 57
Intangible assets	42	—	6	48
	<u>\$ 70</u>	<u>\$ 8</u>	<u>\$ 27</u>	<u>\$ 105</u>

Substantially all of the Company's long-lived tangible assets were in the United States as of June 30, 2022 and December 31, 2021.

12. EMPLOYEE BENEFIT PLANS

The following table summarizes the components of net periodic benefit (credit) cost for the Company's pension plans:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Interest cost	\$ 3	\$ 4	\$ 7	\$ 7
Expected return on plan assets	(8)	(7)	(15)	(14)
Amortization of net loss	—	2	—	3
Expenses paid	—	—	1	1
Net periodic benefit credit	<u>\$ (5)</u>	<u>\$ (1)</u>	<u>\$ (7)</u>	<u>\$ (3)</u>

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

Contributions

The funding policy for the Company's pension plans is to contribute at least the minimum required by applicable laws and regulations or to directly make benefit payments where appropriate. In 2021, the Company elected to take advantage of certain provisions of the American Rescue Plan Act of 2021 and due to the Company's election, there are no required contributions for the Company's qualified pension plan for the year ending December 31, 2022.

13. INCOME TAXES

For the three months ended June 30, 2022 and 2021, the effective tax rate on pre-tax income was (3.4)% and (28.6)%, respectfully. For the six months ended June 30, 2022 and 2021, the effective tax rate on pre-tax income was (2.8)% and 20.4%, respectively. The effective tax rates for the three and six months ended June 30, 2022 differ from the statutory U.S. federal income tax rate of 21.0% primarily due to estimated permanent differences and changes in valuation allowance. The effective tax rates for the three and six months ended June 30, 2021 differ from the statutory U.S. federal income tax rate of 21.0% primarily due to a change in the estimated Base Erosion and Anti-Abuse Tax driven by a change in tax strategy enabled by a reduction in forecasted interest expense, estimated permanent differences, tax on foreign earnings and changes in valuation allowance. The Company does not anticipate a significant change to the Company's gross unrecognized tax benefits within the next 12 months.

The Company assesses the deferred tax assets for recoverability on a quarterly basis. Based upon all available positive and negative evidence, the Company maintains a valuation allowance to reduce the net U.S. deferred tax asset to the amount that is more-likely-than-not realizable.

The Company computes an estimated annual effective tax rate ("AETR") each quarter based on the current and forecasted continuing operating results. The income tax expense or benefit associated with the interim period is computed using the most recent estimated AETR applied to the year-to-date ordinary income or loss, plus the tax effect of any significant or infrequently occurring items recorded during the interim period. The computation of the estimated AETR at each interim period requires certain estimates and significant judgments including, but not limited to, the expected operating income (loss) for the year, projections of the proportion of income earned and taxed in various jurisdictions, permanent differences and the likelihood of recovering deferred tax assets generated in the current year. The accounting estimates used to compute the provision for income taxes may change as new events occur and additional information becomes known or as the tax environment changes.

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

14. NET (LOSS) INCOME PER COMMON SHARE

The following table includes the calculation of basic and diluted net (loss) income per common share:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Net (loss) income	\$ (30)	\$ 45	\$ (37)	\$ (39)
Weighted average number of common shares outstanding-basic	74.0	72.2	73.6	68.5
Weighted dilutive effect of equity awards	—	2.5	—	—
Weighted average number of common shares outstanding-diluted	74.0	74.7	73.6	68.5
Net (loss) income per common share				
Basic	\$ (0.41)	\$ 0.62	\$ (0.50)	\$ (0.57)
Diluted	\$ (0.41)	\$ 0.60	\$ (0.50)	\$ (0.57)

For the three months ended June 30, 2022 and 2021, approximately 3 million and 2 million shares subject to awards, respectively, and for the six months ended June 30, 2022 and 2021, approximately 3 million and 4 million shares subject to awards, respectively, were excluded from the diluted weighted average number of ordinary common shares outstanding calculation because their effect would have been anti-dilutive.

15. COMMITMENTS AND CONTINGENCIES
Contingencies in the Normal Course of Business

Satellite construction contracts may include performance incentives whereby payment for a portion of the purchase price of the satellite is contingent upon in-orbit performance of the satellite. The Company's ultimate receipt of orbital performance incentives is subject to the continued performance of its satellites generally over the contractually stipulated life of the satellites. A complete or partial loss of a satellite's functionality can result in loss of orbital receivable payments or repayment of amounts received by the Company under a warranty payback arrangement. The Company generally receives the present value of the orbital receivables if there is a launch failure or a failure caused by a customer error, but will forfeit some or all of the orbital receivables if the loss is caused by satellite failure or as a result of Company error. The Company recognizes orbital performance incentives in the financial statements based on the amounts that are expected to be received and believes that it will not incur a material loss relating to the incentives recognized. With respect to the Company's securitized liability for the orbital receivables, upon the occurrence of an event of default under the securitization facility agreement or upon the occurrence of limited events, the Company may be required to repurchase on demand any effected receivables at their then net present value.

The Company may incur liquidated damages on programs as a result of delays due to slippage, or for programs which fail to meet all milestone requirements as outlined within the contractual arrangements with customers. Losses on programs related to liquidated damages result in a reduction of revenue. Changes in estimates related to contracts accounted for using the cost-to-cost method are recognized in the period in which such changes are made for the inception-to-date effect of the changes. Unrecoverable costs on contracts that are expected to be incurred in future periods are recorded in program cost in the current period. Additionally, construction contracts may have termination for default clauses, which if triggered, could result in potential losses and legal disputes.

The Company enters into agreements in the ordinary course of business with resellers and others. Most of these agreements require the Company to indemnify the other party against third-party claims alleging that one of its products

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

infringes or misappropriates a patent, copyright, trademark, trade secret or other intellectual property right. Certain of these agreements require the Company to indemnify the other party against claims relating to property damage, personal injury or acts or omissions by the Company, its employees, agents or representatives.

From time to time, the Company has made guarantees regarding the performance of its systems to its customers. Some of these agreements do not limit the maximum potential future payments the Company could be obligated to make. The Company evaluates and estimates potential losses from such indemnification based on the likelihood that the future event will occur. The Company has not incurred any material costs as a result of such obligations and has not accrued any liabilities related to such indemnification and guarantees in the Unaudited Condensed Consolidated Financial Statements.

The Company has entered into industrial cooperation agreements, sometimes referred to as offset agreements, as a condition to entering into contracts for its products and services from certain customers in foreign countries. These agreements are designed to return economic value to the foreign country and may be satisfied through activities that do not require a direct cash payment, including transferring technology and providing manufacturing, training and other consulting support to in-country projects. These agreements may provide for penalties in the event the Company fails to perform in accordance with offset requirements. The Company has historically not been required to pay any such penalties.

Legal proceedings

On January 14, 2019, a Maxar stockholder filed a putative class action lawsuit captioned *Oregon Laborers Employers Pension Trust Fund, et al. v. Maxar Technologies Inc.*, No. 1:19-cv-00124-WJM-SKC in the United States District Court for the District of Colorado (“Colorado Action”), naming Maxar and members of management as defendants alleging, among other things, that the Company’s public disclosures were deficient in violation of the federal securities laws and seeking monetary damages. On October 7, 2019, the lead plaintiff filed a consolidated amended complaint alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 against the Company and members of management in connection with the Company’s public disclosures between March 26, 2018 and January 6, 2019. The consolidated complaint alleges that the Company’s statements regarding the AMOS-8 contract, accounting for its GEO communications assets, and WorldView-4 were allegedly false and/or misleading during the class period. On September 11, 2020, the court granted in part, and denied in part, defendants’ motion to dismiss. On July 16, 2021, the court in the Colorado Action certified a class consisting of investors who purchased or acquired Maxar stock between May 9, 2018 and October 30, 2018, inclusive. The parties have reached an agreement in principle to resolve the action on a class-wide basis for a one-time payment of \$27 million, to be funded by insurance maintained by Maxar. The Company recorded a liability of \$27 million within Other current liabilities and an asset within Other current assets on the Company’s Unaudited Condensed Consolidated Balance Sheet. The agreement in principle remains subject to final documentation and is contingent on Court approval. As part of the Court approval process, class members will have an opportunity to object to, or opt-out of, the settlement pursuant to procedures to be established by the Court.

In January 2019, a Maxar stockholder resident in Canada issued a putative class action lawsuit captioned *Charles O’Brien v. Maxar Technologies Inc.*, No. CV-19-00613564-00CP in the Ontario Superior Court of Justice against Maxar and members of management claiming misrepresentations in Maxar’s public disclosures and seeking monetary damages. On November 15, 2019, Mr. O’Brien and another Maxar stockholder resident in Canada issued a new putative class action lawsuit captioned *Charles O’Brien v. Maxar Technologies Inc.*, No. CV-19-00631107-00CP, naming Maxar and certain members of management and the board of directors as defendants as well as Maxar’s auditor, KPMG LLP. On February 7, 2020, the January 2019 lawsuit was discontinued. The Statement of Claim in the November 2019 lawsuit alleges that the Company’s statements regarding the AMOS-8 contract, accounting for its GEO communications assets, and WorldView-4 were false and/or misleading during the class period and claims damages of \$700 million. On April 24, 2020, the plaintiffs served their motion record for leave under the Securities Act (Ontario) and to certify the action as a class proceeding. By order dated September 23, 2021, the action against KPMG LLP was

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

discontinued. On March 10, 2022, the plaintiffs' motion for leave and certification was dismissed. The plaintiffs have not appealed the dismissal and the time period for such appeal expired on April 11, 2022.

On October 21, 2019, a Maxar stockholder filed a putative class action lawsuit captioned *McCurdy v. Maxar Technologies Inc., et al.*, No. I9CV35070 in the Superior Court of the State of California, County of Santa Clara, naming Maxar and certain members of management and the board of directors as defendants. The lawsuit alleges violations of Sections 11, 12(a)(2) and 15 of the Securities Act in connection with the Company's June 2, 2017 Registration Statement and Prospectus ("Offering Materials") filed in anticipation of its October 5, 2017 merger with DigitalGlobe, Inc. ("DigitalGlobe Merger"). On April 30, 2020, the plaintiff filed an amended complaint alleging the same causes of action against the same set of defendants as set forth in his original complaint. The lawsuit is based upon many of the same underlying factual allegations as the Colorado Action. Specifically, the lawsuit alleges the Company's statements regarding its accounting methods and risk factors, including those related to the GEO communications business, were false and/or misleading when made. On January 24, 2021, the court granted in part, and denied in part, defendants' motion to dismiss. On August 20, 2021, the court certified a class consisting of investors who acquired Maxar stock in exchange for DigitalGlobe stock pursuant to the Offering Materials issued in connection with the DigitalGlobe Merger. The Company intends to vigorously defend against this lawsuit.

On November 14, 2019, a derivative action was filed against Maxar and certain current and former members of management and the board of directors in United States District Court for the District of Delaware, captioned as *Dorling, Derivatively on Behalf of Nominal Defendant Maxar Technologies Inc. v. Lance, et al.*, No. 19-cv-02134-UNA. On September 18, 2020, another purported derivative action was filed in the same court against Maxar and certain current and former members of management and the board of directors, captioned as *Golub, Derivatively on Behalf of Maxar Technologies Inc. v. Lance, et al.*, No. 20-cv-01251-UNA. Both complaints concern the same factual allegations as asserted in the Colorado Action. The court has consolidated and stayed both derivative cases.

On September 15, 2021, a derivative action was filed against Maxar and certain current and former members of management and the board of directors in the Court of Chancery of the State of Delaware, captioned as *Egan, on behalf of Maxar Technologies, Inc., v. Lance et al.*, C.A. No. 2021-0796-PAF. The complaint concerns the same factual allegations as asserted in the Colorado Action. The action is currently stayed by stipulation of the parties.

The Company is a party to various other legal proceedings and claims that arise in the ordinary course of business as either a plaintiff or defendant. As a matter of course, the Company is prepared both to litigate these matters to judgment, as well as to evaluate and consider all reasonable settlement opportunities. The Company establishes accrued liabilities for these matters where losses are deemed probable and reasonably estimable. The outcome of any of these other proceedings, either individually or in the aggregate, is not expected to have a material adverse effect on the Company's financial position, results of operations or liquidity. The Company expenses legal fees related to contingencies as incurred.

The Company maintains insurance policies for settlements and judgments, as well as legal defense costs, for lawsuits such as those described in the preceding paragraphs, although the amount of insurance coverage that the Company maintains may not be adequate to cover all claims or liabilities. In addition, provisions of the Company's Certificate of Incorporation, Bylaws and indemnification agreements entered into with current and former directors and officers require the Company, among other things, to indemnify these directors and officers against certain liabilities that may arise by reason of their status or service as directors or officers and to advance expenses to such directors or officers in connection therewith.

MAXAR TECHNOLOGIES INC.

Notes to the Unaudited Condensed Consolidated Financial Statements
(Tabular amounts in millions, unless otherwise noted)

16. SUPPLEMENTAL CASH FLOW

Selected cash payments and non-cash activities are as follows:

	Six Months Ended June 30,	
	2022	2021
Supplemental operating cash flow information:		
Cash paid for interest	\$ 61	\$ 73
Income tax payments, net of (refunds)	(8)	1
Supplemental non-cash investing and financing activities:		
Accrued capital expenditures	17	12
Portion of Term Loan B accounted for as a debt modification	103	—

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Quarterly Report on Form 10-Q contains “forward-looking statements” as defined in Section 27A of the U.S. Securities Act of 1933, as amended (“Securities Act”), and Section 21E of the U.S. Securities Exchange Act of 1934, as amended (“Exchange Act”). Forward-looking statements usually relate to future events and may include statements regarding, among other things, our anticipated revenues, earnings, cash flows or other aspects of our operations or operating results. Forward-looking statements are often identified by the words “believe,” “expect,” “anticipate,” “plan,” “intend,” “foresee,” “should,” “would,” “could,” “may,” “estimate,” “outlook” and similar expressions, including the negative thereof.

These forward-looking statements are based on management's current expectations and assumptions based on information currently known to us and our projections of the future, about which we cannot be certain. Forward-looking statements are subject to various risks and uncertainties which could cause actual results to differ materially from the anticipated results or expectations expressed in this Quarterly Report on Form 10-Q. As a result, although we believe we have a reasonable basis for each forward-looking statement contained in this Quarterly Report on Form 10-Q, undue reliance should not be placed on the forward-looking statements because we can give no assurance that they will prove to be accurate. Risks and uncertainties that could cause actual results to differ materially from current expectations include those set forth in Part II, Item 1A, “*Risk Factors*” and elsewhere in this MD&A, as such risks and uncertainties may be updated or superseded from time to time by subsequent reports we file with the Securities and Exchange Commission. The forward-looking statements contained in this Quarterly Report on Form 10-Q speak only as of the date hereof and are expressly qualified in their entirety by the foregoing risks and uncertainties. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, prospects, financial condition, results of operations and cash flows. We undertake no obligation to publicly update or revise any of our forward-looking statements after the date they are made, whether as a result of new information, future events or otherwise, except to the extent required by law.

Unless stated otherwise or the context otherwise requires, references to the terms “Company,” “Maxar,” “we,” “us,” and “our” refer collectively to Maxar Technologies Inc. and its consolidated subsidiaries.

OVERVIEW

We are a provider of comprehensive space solutions and secure, precise, geospatial intelligence. We help government and commercial customers monitor, understand and navigate our changing planet; deliver global broadband communications; and explore and advance the use of space. Our approach combines decades of deep mission understanding and a proven commercial and defense foundation to deploy solutions and deliver insights with speed, scale and cost effectiveness. Our businesses are organized and managed in two reportable segments: Earth Intelligence and Space Infrastructure, as described below under “Segment Results”.

Unless otherwise indicated, our significant accounting policies and estimates, material cash requirements, commitments, contingencies and business risks and uncertainties as described in our MD&A and consolidated financial statements for the year ended December 31, 2021, are substantially unchanged.

RECENT DEVELOPMENTS

WorldView Legion satellites update

The first two WorldView Legion satellites have completed environmental testing and are essentially ready for the first launch from a hardware perspective. However, in July 2022, we encountered delays during software validation and testing, which led to further delays from our expected timetable. We are continuing with the software validation process, and now estimate the first launch of the WorldView Legion satellites to be in the fourth quarter of 2022 assuming no major issues arise. The second launch of the WorldView Legion satellites is now expected to be approximately two months after the first launch.

Additionally, as of June 30, 2022, we have increased our insurance coverage for our WorldView Legion satellite launches from \$520 million to \$620 million to update the coverage based on our decision earlier this year to add a third launch for our WorldView Legion satellites. These policies cover the launches plus the first year in orbit. Following the first year in orbit, we will seek to obtain in-orbit coverage similar to the coverage we currently have on our in-orbit and fully-commissioned satellite constellation.

Electro-Optical Commercial Layer (“EOCL”) contract

On May 25, 2022, the National Reconnaissance Office (“NRO”) awarded us a 10-year contract worth up to \$3.24 billion, inclusive of a firm 5-year base contract commitment worth \$1.5 billion and options worth up to \$1.74 billion, as part of the Electro-Optical Commercial Layer Program (“EOCL Contract”). The EOCL Contract transitioned the imagery acquisition requirements previously addressed by the EnhancedView Follow-On contract (“EnhancedView Contract”) and replaces the scope of the EnhancedView Contract with respect to such requirements.

Under the EOCL Contract, we continue to provide high-resolution commercial satellite imagery services to the NRO for use across the U.S. defense and intelligence community. The EOCL Contract has an initial contract value of \$1.5 billion with a 5-year base period of performance with the imagery acquisition portion beginning on June 15, 2022. This reflects a contractual commitment of just over \$300 million for each of the first five years of the EOCL Contract to continue at a level comparable to services previously provided by us under the EnhancedView Contract. The \$300 million base period commitment provides NRO access to the current constellation, then access, at an equivalent level, to the WorldView Legion satellites and the related imagery archive after satellites in our current constellation are no longer operational. The EOCL Contract, however, is flexible and allows for growth to consider additional capacity from the WorldView Legion satellites when they are operational. Accordingly, we retain growth capacity from our WorldView Legion satellites for the NRO and other customers.

While the imagery acquisition portion of the EnhancedView Contract has moved to EOCL, we will continue to perform other awarded services on the EnhancedView Contract through 2024, concurrent with the new EOCL Contract. The opportunity to increase services beyond the awarded amount is also built into the EOCL Contract.

The EOCL Contract differs significantly from the EnhancedView Contract in that it is a 5-year commitment with option years, instead of a one-year commitment with option years, and in addition, the EOCL Contract has built-in flexibility to increase services.

For year five, the government has awarded a priced option for increased capabilities at a value of \$40 million, bringing the potential value for year five to \$340 million. For years six through ten, the government has awarded additional options with a potential annual value of up to \$340 million.

Sale of senior secured notes and repurchase of debt

On June 14, 2022, we issued \$500 million aggregate principal amount of 7.75% Senior Secured Notes due 2027 (“7.75% 2027 Notes”) in a private placement to qualified institutional buyers in the U.S. pursuant to Rule 144A under the Securities Act and outside the U.S. pursuant to Regulation S under the Securities Act. The 7.75% 2027 Notes have an interest rate of 7.75% per annum and were issued at a price equal to 100% of their face value. The 7.75% 2027 Notes will mature on June 15, 2027, unless earlier redeemed or repurchased. The 7.75% 2027 Notes are secured on a first-priority basis by liens on our and the guarantor’s assets that also secure, equally and ratably, our indebtedness under the Syndicated Credit Facility and the 7.54% 2027 Notes (as such terms are defined below) pursuant to the terms of a first lien intercreditor agreement. The 7.75% 2027 Notes are also guaranteed on a senior secured basis by each of our subsidiaries that are guarantors under our Syndicated Credit Facility and our 7.54% 2027 Notes.

On June 14, 2022, we used proceeds from the 7.75% 2027 Notes, along with cash on hand, to redeem the remaining \$500 million aggregate principal amount of our 9.75% Senior Secured Notes due 2023 (“9.75% 2023 Notes”). The 9.75% 2023 Notes were redeemed at a price of 107.313% of the principal amount thereof, plus accrued but unpaid interest.

Concurrent amendment to Syndicated Credit Facility

On June 14, 2022, we amended the terms of our senior secured Syndicated Credit Facility (“Syndicated Credit Facility”) pursuant to an amended and restated credit agreement (“Amended and Restated Credit Agreement”). The Syndicated Credit Facility is composed of the Revolving Credit Facility and Term Loan B (as such terms are each defined below). The Amended and Restated Credit Agreement (i) replaced the Consolidated Leverage Ratio financial maintenance covenant with the Consolidated Net Debt Leverage Ratio (as defined in the Amended and Restated Credit Agreement) financial maintenance covenant not to exceed (1) 5.50:1.00 for each fiscal quarter ending on or prior to December 31, 2022, (2) 5.00:1.00 for each fiscal quarter ending on and after March 31, 2023 through and including December 31, 2023 and (3) 4.50:1.00 for each fiscal quarter ending on or after March 31, 2024, (ii) changed the required level of the Interest Coverage Ratio maintenance covenant to 2.50:1.00 as of the last day of each fiscal quarter, (iii) increased the total amount of the senior secured first lien term B facility (“Term Loan B”) outstanding to \$1.5 billion and (iv) permitted the issuance of the 7.75% 2027 Notes and the redemption of the 9.75% 2023 Notes. The Amended and Restated Credit Agreement also extended the maturity date of the senior secured first lien revolving credit facility (“Revolving Credit Facility”) to June 14, 2027; provided that if the 7.75% 2027 Notes are not repaid in full by the date that is 91 days prior to the maturity date of the 7.75% 2027 Notes (“Springing Maturity Date”), the maturity date for the Revolving Credit Facility will be the Springing Maturity Date, and extended the maturity date of Term Loan B to June 14, 2029; provided that if the 7.75% 2027 Notes are not repaid in full by the Springing Maturity Date, the maturity date for the Term Loan B will be the maturity date of the 7.75% 2027 Notes.

SEGMENT RESULTS

Our Chief Operating Decision Maker measures performance of our reportable segments based on revenue and Adjusted EBITDA. Our operating and reportable segments are: Earth Intelligence and Space Infrastructure.

Earth Intelligence

In the Earth Intelligence segment, we are a global leader in high resolution space-based Earth observation imagery products and analytics. We launched the world’s first high resolution commercial imaging satellite in 1999 and currently operate a four-satellite imaging constellation, providing us with over two decades and approximately 137 petabytes of imagery over our history (referred to as our “Image Library”) of the highest-resolution, commercially available imagery. Our imagery solutions provide customers with timely, accurate and mission-critical information about our changing planet and support a wide variety of government and commercial applications, including mission planning, mapping and analysis, environmental monitoring, disaster management, crop management, oil and gas exploration and infrastructure management. We continue to innovate as demands for new satellite technology and advanced analytic tools increase. We are a leader in commercial satellite imagery, and our commitment to accuracy, clarity and recency of foundational mapping enables us to provide the highest quality imagery basemaps for our customers. The high-quality satellite imagery also enables us to provide advanced 3D modeling for augmented reality, virtual reality and interactive engagement through our Precision3D Suite of tools. The U.S. government is the largest customer of our Earth Intelligence segment through the EOCL Contract, EnhancedView Contract, Global Enhanced GEOINT Delivery and One World Terrain programs and various classified and unclassified contract vehicles. In the commercial satellite Earth observation industry, we are a leader across U.S. government agencies, international government agencies and commercial customer verticals.

We also provide geospatial services that combine imagery, analytic expertise and innovative technology to deliver intelligence solutions to customers. Our cleared personnel support analytic solutions that accurately document change and enable geospatial modeling and analysis that help predict where events will occur. Our primary customer of geospatial services is the U.S. government, but we also support intelligence requirements for other U.S. allied governments, global development organizations and commercial customers.

Space Infrastructure

In the Space Infrastructure segment, we provide solutions for communications, Earth observation, remote sensing, on-orbit servicing, robotic assembly and space exploration. We address a broad spectrum of needs for our customers, including mission systems engineering, product design, spacecraft manufacturing, assembly, integration and testing. Our principal customers in the Space Infrastructure segment are commercial satellite operators and government agencies

[Table of Contents](#)

worldwide. Our approach combines proven success gained over six decades in the industry with the nimbleness and agility of a smaller space company.

RESULTS OF OPERATIONS

	Three Months Ended June 30,		\$	%	Six Months Ended June 30,		\$	%
	2022	2021	Change	Change	2022	2021	Change	Change
(\$ millions)								
Revenues:								
Product	\$ 154	\$ 190	\$ (36)	(19)%	\$ 308	\$ 332	\$ (24)	(7)%
Service	284	283	1	*	535	533	2	*
Total revenues	\$ 438	\$ 473	\$ (35)	(7)%	\$ 843	\$ 865	\$ (22)	(3)%
Costs and expenses:								
Product costs, excluding depreciation and amortization	128	156	(28)	(18)	255	304	(49)	(16)
Service costs, excluding depreciation and amortization	92	100	(8)	(8)	185	193	(8)	(4)
Selling, general and administrative	106	88	18	20	210	172	38	22
Depreciation and amortization	67	73	(6)	(8)	135	147	(12)	(8)
Operating income	\$ 45	\$ 56	\$ (11)	(20)%	\$ 58	\$ 49	\$ 9	18 %
Interest expense, net	76	24	52	*	99	102	(3)	(3)
Other income, net	(2)	(3)	1	(33)	(5)	(4)	(1)	25
(Loss) income before taxes	\$ (29)	\$ 35	\$ (64)	(183)%	\$ (36)	\$ (49)	\$ 13	(27)%
Income tax expense (benefit)	1	(10)	11	(110)	1	(10)	11	(110)
Net (loss) income	\$ (30)	\$ 45	\$ (75)	(167)%	\$ (37)	\$ (39)	\$ 2	(5)%

* Not meaningful.

Product and service revenues

	Three Months Ended June 30,		\$	%	Six Months Ended June 30,		\$	%
	2022	2021	Change	Change	2022	2021	Change	Change
(\$ millions)								
Product revenues	\$ 154	\$ 190	\$ (36)	(19)%	\$ 308	\$ 332	\$ (24)	(7)%
Service revenues	284	283	1	*	535	533	2	*
Total revenues	\$ 438	\$ 473	\$ (35)	(7)%	\$ 843	\$ 865	\$ (22)	(3)%

* Not meaningful.

Total revenues decreased to \$438 million from \$473 million, or by \$35 million, for the three months ended June 30, 2022, compared to the same period of 2021. The decrease in revenues was driven by a decrease in product revenues within our Space Infrastructure segment.

Total revenues decreased to \$843 million from \$865 million, or by \$22 million, for the six months ended June 30, 2022, compared to the same period of 2021. The decrease in revenues was driven by a decrease in product revenues within our Space Infrastructure segment.

Further discussion of the drivers behind changes in revenues is included within the “Results by Segment” section below.

[Table of Contents](#)

See Note 10, “Revenue” to the Unaudited Condensed Consolidated Financial Statements in Part I, Item 1, “*Financial Information*” for product and service revenue by segment.

Product and service costs

	<u>Three Months Ended June 30,</u>		<u>\$</u>	<u>%</u>	<u>Six Months Ended June 30,</u>		<u>\$</u>	<u>%</u>
	<u>2022</u>	<u>2021</u>	<u>Change</u>	<u>Change</u>	<u>2022</u>	<u>2021</u>	<u>Change</u>	<u>Change</u>
(\$ millions)								
Product costs, excluding depreciation and amortization	\$ 128	\$ 156	\$ (28)	(18)%	\$ 255	\$ 304	\$ (49)	(16)%
Service costs, excluding depreciation and amortization	92	100	(8)	(8)	185	193	(8)	(4)
Total costs	<u>\$ 220</u>	<u>\$ 256</u>	<u>\$ (36)</u>	<u>(14)%</u>	<u>\$ 440</u>	<u>\$ 497</u>	<u>\$ (57)</u>	<u>(11)%</u>

Total costs of product and services decreased to \$220 million from \$256 million, or by \$36 million, for the three months ended June 30, 2022, compared to the same period of 2021. The decrease in costs was primarily driven by a decrease in product costs within our Space Infrastructure segment due to reduced estimated total costs at completion (“EAC”) adjustments on loss contracts for the three months ended June 30, 2022, compared to the same period of 2021.

Total costs of product and services decreased to \$440 million from \$497 million, or by \$57 million, for the six months ended June 30, 2022, compared to the same period of 2021. The decrease in costs was primarily driven by a decrease in product costs within our Space Infrastructure segment due to reduced EAC adjustments on loss contracts for the six months ended June 30, 2022, compared to the same period of 2021.

Selling, general and administrative

	<u>Three Months Ended June 30,</u>		<u>\$</u>	<u>%</u>	<u>Six Months Ended June 30,</u>		<u>\$</u>	<u>%</u>
	<u>2022</u>	<u>2021</u>	<u>Change</u>	<u>Change</u>	<u>2022</u>	<u>2021</u>	<u>Change</u>	<u>Change</u>
(\$ millions)								
Selling, general and administrative	\$ 106	\$ 88	\$ 18	20 %	\$ 210	\$ 172	\$ 38	22 %

Selling, general and administrative costs increased to \$106 million from \$88 million, or by \$18 million, for the three months ended June 30, 2022, compared to the same period of 2021. The increase was primarily due to a \$5 million increase in labor related expenses driven by increases in or reassignment of personnel, annual merit increases and increases in fringe benefits for the three months ended June 30, 2022 compared to the same period of 2021. There was also a \$4 million increase in marketing and sales expenses, a \$3 million increase in expenses related to our enterprise resource planning (“ERP”) project, a \$3 million increase in research and development costs within our Space Infrastructure segment and a \$2 million increase in travel costs.

Selling, general and administrative costs increased to \$210 million from \$172 million, or by \$38 million, for the six months ended June 30, 2022, compared to the same period of 2021. The increase was primarily due to a \$12 million increase in labor related expenses driven by increases in or reassignment of personnel, annual merit increases and increases in fringe benefits for the six months ended June 30, 2022 compared to the same period of 2021. There was also a \$7 million increase in marketing and sales expenses, a \$5 million increase in research and development costs within our Space Infrastructure segment, a \$4 million increase in expenses related to our ERP project, a \$3 million increase in travel expenses and a \$4 million increase in other expenses. Stock compensation expense also increased by \$4 million primarily due to incremental expense related to liability classified awards driven by an increase in stock price during the first quarter of 2022.

Depreciation and amortization

	Three Months Ended June 30,		\$	%	Six Months Ended June 30,		\$	%
	2022	2021	Change	Change	2022	2021	Change	Change
(\$ millions)								
Property, plant and equipment	\$ 19	\$ 21	\$ (2)	(10)%	\$ 38	\$ 44	\$ (6)	(14)%
Intangible assets	48	52	(4)	(8)	97	103	(6)	(6)
Depreciation and amortization expense	<u>\$ 67</u>	<u>\$ 73</u>	<u>\$ (6)</u>	<u>(8)%</u>	<u>\$ 135</u>	<u>\$ 147</u>	<u>\$ (12)</u>	<u>(8)%</u>

Depreciation and amortization expense decreased to \$67 million from \$73 million, or by \$6 million, for the three months ended June 30, 2022, compared to the same period of 2021. The decrease was primarily driven by a decrease in amortization expense related to intangible assets that were fully amortized in 2021 and a decrease in depreciation expense related to the extension of the useful lives of three satellites in the fourth quarter of 2021.

Depreciation and amortization expense decreased to \$135 million from \$147 million, or by \$12 million, for the six months ended June 30, 2022, compared to the same period of 2021. The decrease was primarily driven by a decrease in amortization expense related to intangible assets that were fully amortized in 2021 and a decrease in depreciation expense related to the extension of the useful lives of three satellites in the fourth quarter of 2021.

Interest expense, net

	Three Months Ended June 30,		\$	%	Six Months Ended June 30,		\$	%
	2022	2021	Change	Change	2022	2021	Change	Change
(\$ millions)								
Interest expense:								
Interest on long-term debt	\$ 34	\$ 33	\$ 1	3 %	\$ 67	\$ 77	\$ (10)	(13)%
Loss on debt extinguishment	53	—	53	*	53	41	12	29
Interest on orbital securitization liability	1	1	—	—	2	2	—	—
Imputed interest and other	—	—	—	*	—	1	(1)	(100)
Capitalized interest	(12)	(10)	(2)	20	(23)	(19)	(4)	21
Interest expense, net	<u>\$ 76</u>	<u>\$ 24</u>	<u>\$ 52</u>	<u>* %</u>	<u>\$ 99</u>	<u>\$ 102</u>	<u>\$ (3)</u>	<u>(3)%</u>

* Not meaningful.

Interest expense, net increased to \$76 million from \$24 million, or by \$52 million, for the three months ended June 30, 2022, compared to the same period in 2021. The increase was primarily driven by a \$42 million loss on debt extinguishment during the three months ended June 30, 2022 from the redemption of our 9.75% 2023 Notes. The increase was also driven by an \$11 million loss on debt extinguishment from the amendment of our Term Loan B and Revolving Credit Facility during the three months ended June 30, 2022. There were no losses on debt extinguishments for the same period of 2021.

Interest expense, net decreased to \$99 million from \$102 million, or by \$3 million, for the six months ended June 30, 2022 compared to the same period in 2021. The decrease was primarily due to a \$10 million decrease in interest on long-term debt as a result of a lower principal balance on the 9.75% 2023 Notes due to the partial redemption of the 9.75% 2023 Notes in the first quarter of 2021, as well as an increase in capitalized interest of \$4 million related to the building of our WorldView Legion satellites. These decreases were partially offset by a \$12 million increase in loss on debt extinguishment during the six months ended June 30, 2022 compared to the same period of 2021 driven by the above mentioned \$53 million loss on debt extinguishment partially offset by a \$41 million loss on debt extinguishment recognized from the partial redemption of our 9.75% 2023 Notes in the first quarter of 2021.

Income tax expense (benefit)

	Three Months Ended June 30,		\$	%	Six Months Ended June 30,		\$	%
	2022	2021	Change	Change	2022	2021	Change	Change
(\$ millions)								
Income tax expense (benefit)	\$ 1	\$ (10)	\$ 11	(110)%	\$ 1	\$ (10)	\$ 11	(110)%

Income tax changed to an expense of \$1 million from a benefit \$10 million, for the three and six months ended June 30, 2022, compared to the same periods in 2021, primarily due to a change in the 2020 estimated Base Erosion and Anti-Abuse Tax driven by a change in tax strategy enabled by a reduction in forecasted interest expense and tax on foreign earnings.

RESULTS BY SEGMENT

We analyze financial performance by segments, which group related activities within our business. We report our financial performance based on two reportable segments: Earth Intelligence and Space Infrastructure. Intrasegment transactions have been eliminated from the segmented financial information discussed below.

	Three Months Ended June 30,		\$	%	Six Months Ended June 30,		\$	%
	2022	2021	Change	Change	2022	2021	Change	Change
(\$ millions)								
Revenues:								
Earth Intelligence	\$ 284	\$ 283	\$ 1	* %	\$ 535	\$ 533	\$ 2	* %
Space Infrastructure	186	206	(20)	(10)	363	361	2	1
Intersegment eliminations	(32)	(16)	(16)	100	(55)	(29)	(26)	90
Total revenues	<u>\$ 438</u>	<u>\$ 473</u>	<u>\$ (35)</u>	<u>(7)%</u>	<u>\$ 843</u>	<u>\$ 865</u>	<u>\$ (22)</u>	<u>(3)%</u>
Adjusted EBITDA:								
Earth Intelligence	\$ 129	\$ 131	\$ (2)	(2)%	\$ 228	\$ 238	\$ (10)	(4)%
Space Infrastructure	19	27	(8)	(30)	38	15	23	153
Intersegment eliminations	(9)	(7)	(2)	29	(18)	(12)	(6)	50
Corporate and other expenses	(20)	(19)	(1)	5	(45)	(42)	(3)	7
Total Adjusted EBITDA	<u>\$ 119</u>	<u>\$ 132</u>	<u>\$ (13)</u>	<u>(10)%</u>	<u>\$ 203</u>	<u>\$ 199</u>	<u>\$ 4</u>	<u>2 %</u>

* Not meaningful.

Adjusted EBITDA disclosures throughout this section “Management’s Discussion and Analysis of Financial Condition and Results of Operations” are non-GAAP measures. See “Non-GAAP Financial Measures” below for further discussion of Adjusted EBITDA disclosures. See also Note 11, “Segment Information” to the Unaudited Condensed Consolidated Financial Statements in Part I, Item 1, “Financial Information” in this Quarterly Report on Form 10-Q for additional information about how we use Adjusted EBITDA to measure the performance of each of our segments.

Earth Intelligence

The following table provides selected financial information for the Earth Intelligence segment:

	Three Months Ended June 30,		\$	%	Six Months Ended June 30,		\$	%
	2022	2021	Change	Change	2022	2021	Change	Change
(\$ millions)								
Total revenues	\$ 284	\$ 283	\$ 1	* %	\$ 535	\$ 533	\$ 2	* %
Adjusted EBITDA	\$ 129	\$ 131	\$ (2)	(2)%	\$ 228	\$ 238	\$ (10)	(4)%
Adjusted EBITDA margin (as a % of total revenues)	45.4 %	46.3 %			42.6 %	44.7 %		

* Not meaningful.

Revenues from the Earth Intelligence segment increased to \$284 million from \$283 million, or by \$1 million, for the three months ended June 30, 2022, compared to the same period in 2021. The increase was primarily driven by a \$3 million increase in revenues from the U.S. government and a \$3 million increase in revenues from commercial programs. The increase in revenues from the U.S. government was primarily due to a \$23 million increase in high margin imagery solutions revenues partially offset by a \$20 million decrease in geospatial service revenues from U.S. government customers. These increases in revenues were partially offset by a \$5 million decrease in revenues from international defense and intelligence customers.

Revenues from the Earth Intelligence segment increased to \$535 million from \$533 million, or by \$2 million, for the six months ended June 30, 2022, compared to the same period in 2021. The increase was primarily driven by a \$5 million increase in revenues from commercial programs and a \$1 million increase in revenues from the U.S. government. The increase in revenues from the U.S. government was primarily due to a \$30 million increase in high margin imagery solutions revenues partially offset by a \$29 million decrease in geospatial service revenues from U.S. government customers. These increases in revenues were partially offset by a \$4 million decrease in revenues from international defense and intelligence customers.

Adjusted EBITDA decreased to \$129 million from \$131 million, or by \$2 million, for the three months ended June 30, 2022, compared to the same period of 2021. Higher revenues and favorable mix to revenues from higher margin offerings were offset by increased spending, including on development of our offerings, our ERP project investment and other selling, general and administrative costs.

Adjusted EBITDA decreased to \$228 million from \$238 million, or by \$10 million, for the six months ended June 30, 2022, compared to the same period of 2021. The decrease was primarily related to an \$18 million increase in selling, general and administrative costs, compared to the same period of 2021, partially offset by improved mix of revenues to revenues from higher margin offerings. The increase in expense was primarily due to an increase in headcount and labor related expenses, professional services expense, an increase in travel costs, an increase in expense related to our ERP project and increased spending on the development of our offerings.

Space Infrastructure

The following table provides selected financial information for the Space Infrastructure segment.

	Three Months Ended June 30,		\$	%	Six Months Ended June 30,		\$	%
	2022	2021	Change	Change	2022	2021	Change	Change
(\$ millions)								
Total revenues	\$ 186	\$ 206	\$ (20)	(10)%	\$ 363	\$ 361	\$ 2	1 %
Adjusted EBITDA	\$ 19	\$ 27	\$ (8)	(30)%	\$ 38	\$ 15	\$ 23	153 %
Adjusted EBITDA margin (as a % of total revenues)	10.2 %	13.1 %			10.5 %	4.2 %		

Changes in revenues from year to year are influenced by the size, timing and number of satellite contracts awarded in the current and preceding years and the length of the construction period for satellite contracts awarded. Revenues on satellite contracts are recognized using the cost-to-cost method to determine the percentage of completion over the construction period, which typically ranges between 20 to 36 months, and up to 48 months in certain situations. Adjusted EBITDA margins can vary from quarter to quarter due to the mix of our revenues and changes in our EAC as our risks are retired and as our EACs are increased or decreased based on contract performance. Adjusted EBITDA margins are also impacted by estimated contractual consideration.

Revenues from the Space Infrastructure segment decreased to \$186 million from \$206 million, or by \$20 million, for the three months ended June 30, 2022, compared to the same period of 2021. Revenues for the three months ended decreased primarily as a result of a \$17 million decrease in revenues from recurring commercial programs and a \$3 million decrease in revenues from U.S. government contracts.

Revenues from the Space Infrastructure segment increased to \$363 million from \$361 million, or by \$2 million, for the six months ended June 30, 2022 and June 30, 2021, respectively. Revenues for the six months ended June 30, 2022 increased primarily as a result of a \$28 million aggregate impact due to the non-performance of the SXM-7 satellite that was recorded during the first quarter of 2021, which did not reoccur for the six months ended June 30, 2022. The increase was partially offset by a \$20 million decrease in revenues from recurring commercial programs and a \$6 million decrease in revenues from U.S. government contracts during the six months ended June 30, 2022 compared to the same period of 2021.

Adjusted EBITDA in the Space Infrastructure segment decreased to \$19 million from \$27 million, or by \$8 million, for the three months ended June 30, 2022, compared to the same period of 2021. The decrease was primarily due to lower revenues driven by a change in program mix for the three months ended June 30, 2022 compared to the same period of 2021 and to strong program performance in the 2021 period. The decrease was also driven by higher expenses including increased research and development efforts and increased marketing expenses.

Adjusted EBITDA in the Space Infrastructure segment increased to \$38 million from \$15 million, or by \$23 million, for the six months ended June 30, 2022, compared to the same period of 2021. The increase was primarily related to the above-mentioned SXM-7 satellite impacts which did not reoccur in the same period in 2022. The increase in Adjusted EBITDA was partially offset by an increase in research and development expense, marketing expenses, and labor related expense from increases in headcount, annual merit increases and increases in fringe benefits.

Corporate and other expenses

Corporate and other expenses include items such as corporate office costs, regulatory costs, executive and director compensation, foreign exchange gains and losses, retention costs and fees for legal and consulting services.

Corporate and other expenses remained relatively unchanged as they increased to \$20 million from \$19 million, or by \$1 million, for the three months ended June 30, 2022, compared to the same period in 2021.

Corporate and other expenses increased to \$45 million from \$42 million, or by \$3 million, for the six months ended June 30, 2022, compared to the same period in 2021. The increase was primarily driven by an increase in stock-based compensation expense of \$2 million for the six months ended June 30, 2022, which was primarily due to incremental expense related to liability classified awards.

Intersegment eliminations

Intersegment eliminations are related to projects between our segments, including the construction of our WorldView Legion satellites. Intersegment eliminations increased to \$9 million from \$7 million, or by \$2 million, for the three months ended June 30, 2022, compared to the same period in 2021, primarily related to an increase in intersegment satellite construction activity.

Intersegment eliminations increased to \$18 million from \$12 million, or by \$6 million, for the six months ended June 30, 2022, compared to the same period in 2021, primarily related to an increase in intersegment satellite construction activity.

BACKLOG

Our backlog by segment is as follows:

	June 30, 2022	December 31, 2021
(\$ millions)		
Earth Intelligence	\$ 2,225	\$ 1,028
Space Infrastructure	720	865
Total backlog	2,945	1,893
Unfunded contract options	2,204	650
Total	\$ 5,149	\$ 2,543

Order backlog, representing the estimated dollar value of firm contracts for which work has not yet been performed (also known as the remaining performance obligations on a contract), was \$2,945 million as of June 30, 2022 compared to \$1,893 million as of December 31, 2021. Order backlog generally does not include unexercised contract options and potential orders under indefinite delivery/indefinite quantity contracts.

Backlog in the Space Infrastructure segment is primarily comprised of multi-year awards, such as satellite builds. Fluctuations in backlog are driven primarily by the timing of large program wins. Backlog in the Earth Intelligence segment consists of both multi-year and annual contracts, which renew at various times throughout the year. As a result, the timing of when contracts are awarded and when option years are exercised may cause backlog to fluctuate significantly from period to period.

Although backlog reflects business that is considered to be firm, terminations, amendments or cancellations may occur, which could result in a reduction in our total backlog.

Our unfunded contract options totaled \$2,204 million and \$650 million as of June 30, 2022 and December 31, 2021, respectively. Unfunded contract options represent estimated amounts of revenue to be earned in the future from negotiated contracts with unexercised contract options and indefinite delivery/indefinite quantity contracts. Unfunded contract options as of June 30, 2022 were primarily comprised of option years in the EOCL Contract (for the periods June 15, 2027 through June 14, 2032) and other U.S. government contracts. Unfunded contract options as of December 31, 2021 were primarily comprised of the option year in the EnhancedView Contract (September 1, 2022 through July 12, 2023) and other U.S. government contracts. On May 25, 2022, we were awarded the EOCL Contract by the NRO, which is a 10-year contract worth up to \$3.24 billion, inclusive of a firm 5-year base contract commitment worth \$1.5 billion and options worth up to \$1.74 billion. The EOCL Contract transitioned the imagery acquisition requirements previously addressed by the EnhancedView Contract and, with this award, replaces the scope of the EnhancedView Contract with respect to such requirements.

LIQUIDITY & CAPITAL RESOURCES

Our sources of liquidity include cash provided by operations, access to existing credit facilities, collection or securitization of orbital receivables and, when available and efficient, access to the capital markets. We generally maintain limited cash on hand and use available cash to pay down borrowings on our Syndicated Credit Facility (as defined below). Our primary short-term cash requirements are to fund working capital, including requirements on long-term construction contracts (including our geostationary satellite contracts), fixed overhead costs, and to fund capital expenditures, including the construction of our WorldView Legion satellites. Working capital requirements can vary significantly from period to period, particularly as a result of the timing of receipts and disbursements related to long-term construction contracts.

Our medium-term to long-term cash requirements are to service and repay debt and make investments, including in facilities, equipment, technologies, and research and development for growth initiatives. These capital investments include investments to replace the capability or capacity of satellites which have or will go out of service in the future. Over the near-term to medium-term, it is also possible that our customers may fully or partially fund the construction of additional Legion satellites. Cash is also used to pay dividends and finance other long-term strategic business initiatives.

In June 2022, we issued \$500 million aggregate principal amount of our 7.75% 2027 Notes and used the proceeds, along with cash on hand, to redeem in full the remaining \$500 million aggregate principal amount of our 9.75% 2023 Notes. Also in June 2022, we amended our Syndicated Credit Facility to increase the total amount of Term Loan B outstanding to \$1.5 billion and extended the maturity date of our Revolving Credit Facility to June 14, 2027. See “Recent Developments” above for additional information. As a result, our first maturity of long-term debt is in the second quarter of 2027 and relates to our 7.75% 2027 Notes and Revolving Credit Facility.

We have significant purchase obligations in the normal course of business for goods and services, under agreements with defined terms as to quantity, price and timing of delivery. Purchase obligations represent open purchase orders and other commitments for the purchase or construction of property, plant and equipment or intangible assets, operational commitments related to remote ground terminals, or with subcontractors on long-term construction contracts that we have with customers in the normal course of business.

We also have short and long-term requirements to fund our pension plans within the Space Infrastructure segment. Funding requirements under applicable laws and regulations are a major consideration in making contributions to our pension plans. Failure to satisfy the minimum funding thresholds with respect to appropriate laws and regulations could result in restrictions on our ability to amend the plans or make benefit payments. With respect to our qualified pension plan, we intend to contribute annually not less than the required minimum funding thresholds. In 2021, we elected to take advantage of certain provisions of the American Rescue Plan Act of 2021 and due to our election, there are no required contributions for the qualified pension plan for the year ending December 31, 2022.

Our ability to fund our cash needs will depend, in part, on our ability to generate cash in the future, which depends on our future financial results. Our future results are subject to general economic, financial, competitive, legislative and regulatory factors that may be outside of our control. Our future access to, and the availability of credit on acceptable terms and conditions is impacted by many factors, including capital market liquidity and overall economic conditions.

We believe that our cash from operating activities generated from continuing operations, together with available borrowings under our Revolving Credit Facility, will be adequate for the next twelve months and the foreseeable future to meet our anticipated uses of cash flow, including working capital, capital expenditure, debt service costs, dividend and other commitments. While we intend to reduce debt over time using cash provided by operations, we may also seek to meet long-term debt obligations, if necessary, and fund future capital investments by obtaining capital from a variety of additional sources or by refinancing existing obligations. These sources include public or private capital markets, bank financings, proceeds from dispositions or other third-party sources.

Summary of cash flows

(\$ millions)	Six Months Ended June 30,	
	2022	2021
Cash provided by operating activities	\$ 67	\$ 50
Cash used in investing activities	(153)	(105)
Cash provided by financing activities	54	33
Effect of foreign exchange on cash, cash equivalents and restricted cash	—	—
Cash, cash equivalents, and restricted cash, beginning of year	48	32
Cash, cash equivalents, and restricted cash, end of period	\$ 16	\$ 10

Operating activities

Cash flows from operating activities can vary significantly from period to period as a result of our working capital requirements, given our portfolio of large construction programs and the timing of milestone receipts and payments with customers and suppliers in the ordinary course of business. Investment in working capital is also necessary to build our business and manage lead times in construction activities. We expect working capital account balances to continue to vary from period to period. We efficiently fund our working capital requirements with the Revolving Credit Facility (as defined below).

Cash provided by operating activities increased to \$67 million from \$50 million, or by \$17 million, for the six months ended June 30, 2022 compared to the same period in 2021. This change was primarily driven by favorable changes in working capital inclusive of \$8 million of tax refunds, net received for the six months ended June 30, 2022, compared to \$1 million in tax payments, net for the same period in 2021.

Investing activities

Cash used in investing activities increased to \$153 million from \$105 million, or by \$48 million, for the six months ended June 30, 2022 compared to the same period in 2021. Our primary investing activities included expenditures on property, plant and equipment of \$108 million and \$57 million for the six months ended June 30, 2022 and 2021, respectively, and investments in intangible assets primarily related to internally developed software of \$43 million and \$48 million for the six months ended June 30, 2022 and 2021, respectively. Property, plant and equipment expenditures for the six months ended June 30, 2022 and 2021 primarily related to the construction of our WorldView Legion satellites.

Financing activities

Cash provided by financing activities increased to \$54 million from \$33 million, or by \$21 million, for the six months ended June 30, 2022 compared to the same period in 2021. During the six months ended June 30, 2022, Term Loan B was refinanced, which resulted in net proceeds of \$1,329 million offset by the cash paid to extinguish the prior Term Loan B of \$1,341 million, which excluded amounts accounted for as a debt modification. Additionally during the six months ended June 30, 2022, cash used in financing activities included \$537 million used to redeem our 9.75% 2023 Notes, including approximately \$37 million in premiums paid to redeem such 9.75% 2023 Notes, debt issuance costs of \$22 million and the settlement of the securitization liability of \$5 million. These items were partially offset by \$500 million in proceeds from the issuance of our 7.75% 2027 Notes and \$145 million from the net proceeds of the Revolving Credit Facility. During the six months ended June 30, 2021, cash provided by financing activities primarily included net proceeds of \$380 million from the underwritten public offering of our common stock in March 2021 and \$53 million in net proceeds from the Revolving Credit Facility, partially offset by \$384 million used for the partial redemption of the 9.75% 2023 Notes, including approximately \$34 million in premiums paid to redeem such 9.75% 2023 Notes.

Long-term debt

The following table summarizes our long-term debt:

	June 30, 2022	December 31, 2021
(\$ millions)		
Syndicated Credit Facility:		
Revolving Credit Facility	\$ 145	\$ —
Term Loan B	1,500	1,444
9.75% 2023 Notes	—	500
7.75% 2027 Notes	500	—
7.54% 2027 Notes	150	150
Deferred financing	23	26
Obligations under finance leases and other	6	5
Debt discount and issuance costs	(106)	(39)
Total long-term debt	\$ 2,218	\$ 2,086

Syndicated Credit Facility

As of June 30, 2022, the Syndicated Credit Facility is composed of: (i) a Revolving Credit Facility in an aggregate capacity of up to \$500 million maturing in June 2027 and (ii) a Term Loan B in an aggregate principal amount of \$1.5 billion maturing in June 2029, which was issued with an original issue discount of 4.50%.

On June 14, 2022, we amended the terms of the Syndicated Credit Facility pursuant to our Amended and Restated Credit Agreement. The Amended and Restated Credit Agreement (i) replaced the Consolidated Leverage Ratio financial maintenance covenant with the Consolidated Net Debt Leverage Ratio (as defined in the Amended and Restated Credit Agreement) financial maintenance covenant not to exceed to (1) 5.50:1.00 for each fiscal quarter ending on or prior to December 31, 2022, (2) 5.00:1.00 for each fiscal quarter ending on and after March 31, 2023 through and including December 31, 2023 and (3) 4.50:1.00 for each fiscal quarter ending on or after March 31, 2024, (ii) changed the required level of the Interest Coverage Ratio maintenance covenant to 2.50:1.00 as of the last day of each fiscal quarter, (iii) increased the total amount of Term Loan B outstanding to \$1.5 billion and (iv) permitted the issuance of the 7.75% 2027 Notes and the redemption of the 9.75% 2023 Notes.

Borrowings under Term Loan B will bear interest at a rate equal to, at our option, either Adjusted Term SOFR plus an applicable margin ranging from 4.00% to 4.25% or adjusted base rate (“ABR”) plus an applicable margin ranging from 3.00% to 3.25%, in each case depending on the total Consolidated Net Debt Leverage Ratio. Starting September 30, 2022, we must make equal quarterly installment payments in aggregate annual amounts equal to 1% of the original principal amount of Term Loan B, with the final balance payable at maturity on June 14, 2029; provided that if the 7.75% 2027 Notes are not repaid in full by the Springing Maturity Date, the maturity date for the Term Loan B will be the maturity date of the 7.75% 2027 Notes. Borrowings under Term Loan B may be repaid by us, in whole or in part, together with accrued interest, without premium or penalty.

Borrowings under the Revolving Credit Facility will bear interest at a rate equal to, at our option, if such borrowings are in U.S. dollars, either Adjusted Term SOFR plus an applicable margin ranging from 2.75% to 3.50% or ABR plus an applicable margin ranging from 1.75% to 2.50%, in each case depending on the total Consolidated Net Debt Leverage Ratio. We may also, at our option, borrow in Canadian dollars, Euros or British Pounds Sterling using the same applicable margins as noted for U.S. dollars. The Revolving Credit Facility is payable at maturity on June 14, 2027; provided that if the 7.75% 2027 Notes are not repaid in full by the Springing Maturity Date, the maturity date for the Revolving Credit Facility will be the Springing Maturity Date. The Revolving Credit Facility may be repaid by us, in whole or in part, together with accrued interest, without premium or penalty.

We evaluated the amendment of Term Loan B on a lender-by-lender basis and accounted for \$1.3 billion as a debt extinguishment and \$103 million as a debt modification. The portion accounted for as a debt modification is excluded from the presentation of cash flows from financing activities in the Consolidated Statement of Cash Flows as it represents a non-cash transaction. We recognized a loss on debt extinguishment of \$10 million equal to the write-off of unamortized deferred financing costs. The modification of the Revolving Credit Facility resulted in the recognition of a loss on debt extinguishment of \$1 million equal to the write-off of unamortized deferred financing costs. We recognized the losses on debt extinguishment in Interest expense, net in the Unaudited Condensed Consolidated Statements of Operations.

The Revolving Credit Facility includes an aggregate \$200 million sub limit under which letters of credit can be issued. We had \$29 million and \$28 million of issued and undrawn letters of credit outstanding under the Revolving Credit Facility as of June 30, 2022 and December 31, 2021, respectively. As of June 30, 2022 and December 31, 2021, we were in compliance with our debt covenants.

9.75% Notes due 2023

On June 14, 2022, we used the proceeds from the issuance of the 7.75% 2027 Notes, along with cash on hand, to redeem the remaining \$500 million aggregate principal amount of our 9.75% 2023 Notes. The 9.75% 2023 Notes were redeemed at a price of 107.313% of the principal amount thereof, plus accrued but unpaid interest.

We accounted for the issuance of the 7.75% 2027 Notes and the redemption of the 9.75% 2023 Notes as a debt extinguishment. As a result, the 7.313% premium paid on the redemption of the 9.75% 2023 Notes is accounted for as a loss on debt extinguishment. Additionally, at the time of the extinguishment there were \$1 million of unamortized deferred financing costs and an unamortized debt discount of \$5 million associated with the 9.75% 2023 Notes, which were written off as a loss on debt extinguishment. We recognized a total loss on extinguishment of the 9.75% 2023 Notes of \$42 million, which is included in Interest expense, net in the Unaudited Condensed Consolidated Statement of Operations.

7.75% Notes due 2027

On June 14, 2022, we issued \$500 million in aggregate principal amount of 7.75% 2027 Notes in a private placement to qualified institutional buyers in the U.S. pursuant to Rule 144A under the Securities Act and outside the U.S. pursuant to Regulation S under the Securities Act. The 7.75% 2027 Notes were issued at a price equal to 100% of their face value and are recorded as long-term debt in the consolidated financial statements. The 7.75% 2027 Notes bear interest at the rate of 7.75% per year, payable semi-annually in cash in arrears on June 15 and December 15 of each year, beginning on December 15, 2022. The 7.75% 2027 Notes will mature on June 15, 2027, unless earlier redeemed or repurchased. The 7.75% 2027 Notes are secured on a first-priority basis by liens on our and the guarantors' assets that also secure, equally and ratably, our indebtedness under the Syndicated Credit Facility and the 7.54% 2027 Notes (as defined below) pursuant to the terms of a first lien intercreditor agreement. The 7.75% 2027 Notes are also guaranteed on a senior secured basis by each of our subsidiaries that are guarantors under our Syndicated Credit Facility and our 7.54% Senior Secured Notes due 2027.

7.54% Notes due 2027

On June 25, 2020, we issued \$150 million in aggregate principal amount of 7.54% Senior Secured Notes due 2027 ("7.54% 2027 Notes"). The 7.54% 2027 Notes were offered and sold to qualified institutional buyers in the U.S. pursuant to Rule 144A and outside the U.S. pursuant to Regulation S under the Securities Act. The 7.54% 2027 Notes were issued at a price of 98.25% and are recorded as long-term debt in our consolidated financial statements. The 7.54% 2027 Notes bear interest at the rate of 7.54% per year, payable semi-annually in cash in arrears, for which interest payments commenced December 2020. The 7.54% 2027 Notes will mature on December 31, 2027, unless earlier redeemed or repurchased. The 7.54% 2027 Notes are guaranteed on a senior secured basis by each of our existing and future subsidiaries that guarantee the Syndicated Credit Facility.

See Note 7, “Long-term debt and interest expense, net” to the Unaudited Condensed Consolidated Financial Statements in Part I, Item 1, “*Financial Information*” in this Quarterly Report on Form 10-Q for further details on our long-term debt.

Securitization liability

We have in place, a revolving securitization facility agreement with an international financial institution. Under the terms of the Syndicated Credit Facility, we may offer to sell eligible orbital receivables from time to time with terms of seven years or less, discounted to face value using prevailing market rates. There were no sales or repurchases of eligible receivables executed in the six months ended June 30, 2022 or 2021.

The orbital receivables that were securitized remain on our balance sheet as the accounting criteria for surrendering control of the orbital receivables were not met. The net proceeds received have been recognized as securitization liabilities that have been subsequently measured at amortized cost using the effective interest rate method. The securitized orbital receivables and securitization liabilities are being drawn down as payments are received from customers and passed on to the international financial institution. We continue to recognize orbital revenue on the orbital receivables that are subject to the securitization transactions and recognize interest expense to accrete the securitization liability.

Interest rate swaps

On April 29, 2022, \$500 million of our interest rate swaps matured. On June 22, 2022, we entered into interest rate swaps having a notional value of \$500 million. In June 2022, we amended our existing interest rate swaps that mature in June 2023 to modify the designated hedged interest rate risk from LIBOR to SOFR in connection with our Amended and Restated Credit Agreement. In total, as of June 30, 2022, an aggregate of \$1 billion of our variable rate long-term debt is fixed at an average rate of 1.71% (excluding the margin specified in the Syndicated Credit Facility) pursuant to our outstanding interest rate swaps. In each of June 2023 and June 2024, we will have interest rate swap maturities of \$500 million.

Off-balance sheet arrangements

As of June 30, 2022, we had no outstanding foreign exchange sales contracts. As of June 30, 2022, we had \$29 million in letters of credit issued under the Syndicated Credit Facility. Such arrangements are not expected to have a material effect on our liquidity or capital resources, financial position or results of operations.

We use, from time to time, derivative financial instruments to manage existing foreign currency exposures. We consider the management of financial risks to be an important part of our overall corporate risk management policy. Foreign exchange forward contracts are used to hedge our exposure to currency risk on sales, purchases, cash, net investments and loans denominated in a currency other than the functional currency of our domestic and foreign operations.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

There were no material changes to our critical accounting policies, estimates or judgments, that occurred in the period covered by this report from those discussed in our Annual Report on Form 10-K for the year ended December 31, 2021.

RECENT ACCOUNTING PRONOUNCEMENTS

See Note 2, “Summary of Significant Accounting Policies” to the Unaudited Condensed Consolidated Financial Statements in Part I, Item I, “*Financial Information*” in this Quarterly Report on Form 10-Q for a discussion of recent accounting pronouncements.

NON-GAAP FINANCIAL MEASURES

In addition to results reported in accordance with U.S. GAAP, we use certain non-GAAP financial measures as supplemental indicators of our financial and operating performance. These non-GAAP financial measures include EBITDA, Adjusted EBITDA and Adjusted EBITDA margin.

We define EBITDA as earnings before interest, taxes, depreciation and amortization, Adjusted EBITDA as EBITDA adjusted for certain items affecting the comparability of our ongoing operating results as specified in the calculation and Adjusted EBITDA margin as Adjusted EBITDA divided by revenue. Certain items affecting the comparability of our ongoing operating results between periods include restructuring, impairments, insurance recoveries, gain (loss) on sale of assets, (gain) loss on orbital receivables allowance and transaction and integration related expense. Transaction and integration related expense includes costs associated with de-leveraging activities, acquisitions and dispositions and the integration of acquisitions. Management believes that exclusion of these items assists in providing a more complete understanding of our underlying results and trends, and management uses these measures along with the corresponding U.S. GAAP financial measures to manage our business, evaluate our performance compared to prior periods and the marketplace, and to establish operational goals. Adjusted EBITDA is a measure being used as a key element of our incentive compensation plan. The Syndicated Credit Facility also uses Adjusted EBITDA in the determination of our debt leverage covenant ratio. The definition of Adjusted EBITDA in the Syndicated Credit Facility includes a more comprehensive set of adjustments that may result in a different calculation therein.

We believe that these non-GAAP measures, when read in conjunction with our U.S. GAAP results, provide useful information to investors by facilitating the comparability of our ongoing operating results over the periods presented, the ability to identify trends in our underlying business, and the comparison of our operating results against analyst financial models and operating results of other public companies.

EBITDA, Adjusted EBITDA and Adjusted EBITDA margin are not recognized terms under U.S. GAAP and may not be defined similarly by other companies. EBITDA and Adjusted EBITDA should not be considered alternatives to net (loss) income as indications of financial performance or as alternate to cash flows from operations as measures of liquidity. EBITDA and Adjusted EBITDA have limitations as an analytical tool and should not be considered in isolation or as a substitute for our results reported under U.S. GAAP.

[Table of Contents](#)

The table below reconciles our net income (loss) to EBITDA and Total Adjusted EBITDA for the three and six months ended June 30, 2022 and 2021:

	<u>Three Months Ended June 30,</u>		<u>Six Months Ended June 30,</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
<i>(\$ millions)</i>				
Net (loss) income	\$ (30)	\$ 45	\$ (37)	\$ (39)
Income tax (benefit) expense	1	(10)	1	(10)
Interest expense, net	76	24	99	102
Interest income	—	—	(1)	(1)
Depreciation and amortization	67	73	135	147
EBITDA	<u>\$ 114</u>	<u>\$ 132</u>	<u>\$ 197</u>	<u>\$ 199</u>
Restructuring	4	—	5	—
Transaction and integration related expense	1	—	1	—
Total Adjusted EBITDA	<u>\$ 119</u>	<u>\$ 132</u>	<u>\$ 203</u>	<u>\$ 199</u>
Adjusted EBITDA:				
Earth Intelligence	129	131	228	238
Space Infrastructure	19	27	38	15
Intersegment eliminations	(9)	(7)	(18)	(12)
Corporate and other expenses	(20)	(19)	(45)	(42)
Total Adjusted EBITDA	<u>\$ 119</u>	<u>\$ 132</u>	<u>\$ 203</u>	<u>\$ 199</u>
Net (loss) income margin	(6.8)%	9.5 %	(4.4)%	(4.5)%
Total Adjusted EBITDA margin	27.2 %	27.9 %	24.1 %	23.0 %

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest Rate Risk

We are exposed to interest rate risk on our variable-rate borrowings under our Syndicated Credit Facility, which is comprised of the Revolving Credit Facility and Term Loan B. We use interest rate swap agreements to manage interest rate risk associated with cash outflows from long-term debt.

As of June 30, 2022, there was \$1.5 billion outstanding under our Term Loan B. The Term Loan B bears interest equal to, at our option, either (i) Adjusted Term SOFR plus an applicable margin ranging from 4.00% to 4.25%, or (ii) ABR, plus an applicable margin ranging from 3.00% to 3.25%, in each case depending on the total Consolidated Net Debt Leverage Ratio.

As of June 30, 2022, there was \$145 million outstanding under our Revolving Credit Facility. The Revolving Credit Facility bears interest at a rate equal to, at our option, if such borrowings are in U.S. dollars, either (i) Adjusted Term SOFR plus an applicable margin ranging from 2.75% to 3.50%, or (ii) ABR, plus an applicable margin ranging from 1.75% to 2.50%, in each case depending on the total Consolidated Net Debt Leverage Ratio. We may also, at our option, borrow in Canadian dollars, Euros or British Pounds Sterling using the same applicable margins as noted for U.S. dollars.

On April 29, 2022, \$500 million of our interest rate swaps matured. On June 22, 2022, we entered into interest rate swaps having a notional value of \$500 million. In June 2022, we amended our existing interest rate swaps that mature in June 2023 to modify the designated hedged interest rate risk from LIBOR to SOFR in connection with our Amended and Restated Credit Agreement. In total, as of June 30, 2022, an aggregate of \$1 billion of our variable rate long-term debt is fixed at an average rate of 1.71% (excluding the margin specified in the Syndicated Credit Facility) pursuant to our outstanding interest rate swaps. In each of June 2023 and June 2024, we will have interest rate swap maturities of \$500 million.

Based upon the amounts outstanding under the Syndicated Credit Facility as of June 30, 2022, net of the interest rate swaps and assuming the amounts were outstanding for a full calendar year, a 50 basis point increase in interest rates would increase interest expense under the Syndicated Credit Facility by approximately \$3 million for the period ended June 30, 2022 compared to \$2 million for the year ended December 31, 2021 prior to our entry into the Amended and Restated Credit Agreement. We may decide in future periods to engage in hedging transactions to further mitigate the interest rate risk under our Syndicated Credit Facility.

Except as described above, there have been no changes to our market risks from those discussed in our Annual Report on Form 10-K for the year ended December 31, 2021.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We performed an evaluation of the effectiveness of our disclosure controls and procedures as of June 30, 2022. The evaluation was performed with the participation of senior management of each business segment and key corporate functions, under the supervision of the Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”). Based on this evaluation, the CEO and CFO concluded that our disclosure controls and procedures were effective as of June 30, 2022.

Changes in Internal Control over Financial Reporting

During the second quarter of 2022, we implemented a new ERP system. In connection with the implementation, the design and documentation of our internal control processes and procedures were updated and enhanced as necessary to accommodate modifications to the business processes and accounting procedures. In connection with the implementation of our new ERP system, we will continue to monitor the processes and controls related to the system transition and the

assessment of design adequacy and operating effectiveness of internal controls over financial reporting. There were no other changes to our internal control over financial reporting that occurred during the second quarter of 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Controls

Because of the inherent limitations in a cost-effective control system, any control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that it will prevent or detect all misstatements, due to error or fraud, from occurring in the consolidated financial statements. Additionally, management is required to use judgment in evaluating controls and procedures.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Currently, we are involved in a number of legal proceedings. For a discussion of material legal proceedings, see Note 15, “Commitments and Contingencies” to the Unaudited Condensed Consolidated Financial Statements in Part I, Item I, “Financial Information” in this Quarterly Report on Form 10-Q, which is hereby incorporated by reference.

ITEM 1A. RISK FACTORS

We operate in a changing global environment that involves numerous known and unknown risks and uncertainties that could materially adversely affect our business, financial condition and results of operations. The occurrence of any of the following risks could materially and adversely affect our business, financial condition, prospects, results of operations and cash flows. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our business, prospects, financial condition, results of operations and cash flows.

Risk Factors Summary

Below is a summary of the principal risk factors that could adversely affect our business. This summary does not address all the risks that we face. Additional discussion of the risks summarized in this risk factor summary, and other risks, can be found after this summary in Item 1A of this Quarterly Report on Form 10-Q.

- Our business, financial condition and results of operations could be materially adversely affected by impacts resulting from the conflict in Ukraine or related geopolitical tensions.
- We are unable to predict the extent to which the global COVID-19 pandemic or other pandemics, epidemics or infectious disease outbreaks may adversely impact our business operations, financial performance, results of operations and stock price.
- The future revenue and operating results of the Space Infrastructure segment are dependent on our ability to generate a sustainable order rate for the satellite and space manufacturing operations and develop new technologies to meet the needs of our customers or potential new customers.
- Our business with various governmental entities is subject to the policies, priorities, regulations, mandates and funding levels of such governmental entities and may be negatively or positively impacted by any change thereto.
- Our revenue, results of operations and reputation may be negatively impacted if our programs fail to meet contractual requirements or our products contain defects or fail to operate in the expected manner.
- Any significant disruption in or unauthorized access to our computer systems or those of third parties that we utilize in our operations, including those relating to cybersecurity or arising from cyber-attacks, and security threats could result in a loss or degradation of service, unauthorized disclosure of data, or theft or tampering of intellectual property, any of which could materially adversely impact our business.

[Table of Contents](#)

- Satellites are subject to construction and launch delays, launch failures, damage or destruction during launch, the occurrence of which can materially and adversely affect our operations.
- If our satellites fail to operate as intended, it could have a material adverse effect on our business, financial condition and results of operations.
- Loss of, or damage to, a satellite and the failure to obtain data or alternate sources of data for our products may have an adverse impact on our results of operations and financial condition.
- Interruption or failure of our infrastructure or national infrastructure could hurt our ability to effectively perform our daily operations and provide and produce our products and services, which could damage our reputation and harm our operating results.
- Our business with various governmental entities is concentrated in a small number of primary contracts. The loss or reduction in scope of any one of our primary contracts would materially reduce our revenue.
- We operate in highly competitive industries and in various jurisdictions across the world, which may cause us to have to reduce our prices or to lose market share.
- Uncertain global macro-economic and political conditions could materially adversely affect our results of operations and financial condition.
- We are a party to legal proceedings, investigations and other claims or disputes, which are costly to defend and, if determined adversely to us, could require us to pay fines or damages, undertake remedial measures or prevent us from taking certain actions, any of which could adversely affect our business.
- We are dependent on our ability to attract, train and retain employees. Our inability to do so, or the loss of key personnel, would cause serious harm to our business.
- Disruptions in U.S. government operations and funding could have a material adverse effect on our revenues, earnings and cash flows and otherwise adversely affect our financial condition.
- Changes in U.S. government policy regarding use of commercial data or space infrastructure providers, or material delay or cancellation of certain U.S. government programs, may have a material adverse effect on our revenue and our ability to achieve our growth objectives.
- Our business involves significant risks and uncertainties that may not be covered by insurance.
- We often rely on a single vendor or a limited number of vendors to provide certain key products or services and the inability of these key vendors to meet our needs could have a material adverse effect on our business.
- Disruptions in the supply of key raw materials or components and difficulties in the supplier qualification process, as well as increases in prices of raw materials, could adversely impact us.
- Changes in our accounting estimates and assumptions could negatively affect our financial position and results of operations.
- We may be required to recognize impairment charges.
- Our business is capital intensive, and we may not be able to raise adequate capital to finance our business strategies, including funding future satellites, or to refinance or renew our debt financing arrangements, or we may be able to do so only on terms that significantly restrict our ability to operate our business.
- Our ability to obtain additional debt or equity financing or government grants to finance operating working capital requirements and growth initiatives may be limited or difficult to obtain, which could adversely affect our operations and financial condition.

[Table of Contents](#)

- Our indebtedness and other contractual obligations could adversely affect our financial condition, our ability to raise additional capital to fund our operations, our ability to operate our business, our ability to react to changes in the economy or our industry and our ability to pay our debts and could divert our cash flow from operations for debt payments.
- Our current financing arrangements contain certain restrictive covenants that impact our future operating and financial flexibility.
- Our actual operating results may differ significantly from our guidance.
- We could be adversely impacted by actions of activist stockholders, and such activism could impact the value of our securities.
- The price of our common stock has been volatile and may fluctuate substantially.
- Our operations in the U.S. government market are subject to significant regulatory risk.
- Failure to comply with the requirements of the National Industrial Security Program Operating Manual could result in interruption, delay or suspension of our ability to provide our products and services, and could result in loss of current and future business with the U.S. government.
- Our business is subject to various regulatory risks that could adversely affect our operations.
- Changes in tax law, in our tax rates or in exposure to additional income tax liabilities or assessments may materially and adversely affect our financial condition, results of operations and cash flows.
- Our ability to use our U.S. federal and state net operating loss carryforwards and certain other tax attributes may be limited.
- Our operations are subject to governmental law and regulations relating to environmental matters, which may expose us to significant costs and liabilities that could negatively impact our financial condition.

Risks Related to Our Business

Our business, financial condition and results of operations could be materially adversely affected by impacts resulting from the conflict in Ukraine or related geopolitical tensions.

U.S. and global businesses and markets are experiencing volatility and disruption following the escalation of geopolitical tensions and military conflict between Russia and Ukraine. The recent military conflict in Ukraine has also led to sanctions and other penalties being levied by the United States, European Union and other countries against Russia. Additional potential sanctions and penalties have also been proposed and/or threatened. Although the length and impact of the ongoing military conflict is highly unpredictable, the conflict in Ukraine has led to and could lead to further regional instability, market disruptions, geopolitical shifts and adverse effects on macroeconomic conditions, security conditions, currency exchange rates, and the supply chain, which could create or exacerbate risks facing our business.

For example, market disruptions caused by Russian military actions and the resulting sanctions have adversely affected and could continue to adversely affect the global economy and financial markets, leading to significant volatility and instability in credit and capital markets and a lack of liquidity in capital markets, potentially making it more difficult for us to raise capital.

Further, because of our recent prominence in the media and continued support of the U.S. government and other governments and various media outlets throughout the world, we (and/or partners we use) may be susceptible to attacks by advanced, persistent and highly organized adversaries, including nation states and hostile foreign governments such as Russia and its allies. These attacks could come in the form of, among others, anti-satellite devices, electromagnetic or radio interference with our satellites, cyber and other security attacks, and other similar types of attacks, any or all of which are potentially capable of destroying our satellites or ground systems architecture or rendering them permanently impaired or inoperable. In the event of one or more of these attacks on us and/or our partners, there can be no assurance

that any insurance proceeds will be available for any partial or total loss of a satellite or a satellite's performance or any resulting business interruption, and our business, financial condition and results of operations could be materially adversely affected. See also "*Our business involves significant risks and uncertainties that may not be covered by insurance*" below.

Additionally, although we believe there are alternative sources available to us for products, materials, components and services, if these conditions continue for a prolonged period, we may also experience supply chain disruptions, logistics restrictions, shortages in the availability of key materials and components and our reputation and relationships with our customers may become impaired if we are unable to meet a customer's expectations or contractual requirements. The occurrence of any of the foregoing, especially over a prolonged period, could have a material adverse effect on our financial condition and results of operations.

We are actively monitoring the situation in Ukraine and globally and assessing its potential impact on our business. Although our business has not been materially impacted by the ongoing military conflict between Russia and Ukraine to date, it is impossible to predict the extent to which our operations, or those of our suppliers, vendors, and customers, will be impacted in the short and long term, the course the current conflict may take in the future including its scope or severity, or the ways in which the conflict may impact our business. The extent and duration of the military action, sanctions and resulting market disruptions are impossible to predict, but could be substantial. Any such impacts or disruptions may also magnify the impact of other risks described in this Quarterly Report on Form 10-Q.

We are unable to predict the extent to which the global COVID-19 pandemic or other pandemics, epidemics or infectious disease outbreaks may adversely impact our business operations, financial performance, results of operations and stock price.

Our business and operations have been and may continue to be adversely affected by the ongoing COVID-19 pandemic, which has also caused significant disruption in the operations of third parties upon whom we rely. Our supply chain is under stress inside and outside of the U.S., and we continue to monitor and assess the actual and potential COVID-19 or related force majeure impacts on the supply chain, our operations and customer commitments. There is a risk that these schedule delays could result in obligations for material liquidated damages owed to our customers. We have received some force majeure claims from suppliers related to COVID-19; however, at this time we do not expect the claims to result in a material financial impact.

From time to time, we have experienced, and could in the future experience, a variation in the consumption of access minutes by our customers as a result of COVID-19, or other pandemics, epidemics or infectious outbreaks and the preventative measures instituted by governments and businesses to mitigate their spread, which resulted, and may in the future result, in periods of business slowdown. This impact could be more significant in the future, which could negatively impact revenue. In many instances, COVID-19 represents a force majeure event and as such, we have notified certain customers that we will be exercising our contractual legal rights, and in some instances we have made claims exercising such rights, given the uncertain nature of the current pandemic and its near and long-term impacts on the cost and schedule of the numerous programs in our existing backlog. Additionally, our customers may slow down their development of new projects or may experience financial difficulties impacting their ability to fund projects already in backlog as a result of COVID-19, or other pandemics, epidemics or infectious disease outbreaks.

We cannot predict the degree to which, or the time period that, global economic conditions, the global supply chain and our sales and operations will continue to be affected by COVID-19 and preventative measures imposed from time to time by governments and businesses to prevent its spread. The degree to which COVID-19 or other pandemics, epidemics or infectious disease outbreaks could impact us will depend on numerous factors and future developments that are difficult to predict. The effects of the COVID-19 pandemic or another pandemic, epidemic or infectious disease outbreak on our business, sales, financial condition, liquidity and results of operations could be material.

The future revenue and operating results of the Space Infrastructure segment are dependent on our ability to generate a sustainable order rate for the satellite and space manufacturing operations and develop new technologies to meet the needs of our customers or potential new customers.

The Space Infrastructure segment's financial performance is dependent on its ability to generate a sustainable order rate for its satellite and space manufacturing operations. This can be challenging and may fluctuate on an annual basis as the number of satellite construction contracts awarded varies and in 2018 there was a substantial step down in the total number and dollar value of geostationary communication satellite contracts awarded compared to such historical averages prior to 2015. Many satellite operators in the communications industry have continued to defer new satellite construction awards to evaluate geostationary and other competing satellite system architectures and other market factors. If we are unable to win new awards or execute existing contracts as expected, our business, results of operations and financial position could be further adversely affected.

The cyclical nature of the commercial satellite market could negatively impact our ability to accurately forecast customer demand. The markets that we serve may not grow in the future and we may not be able to maintain adequate gross margins or profits in these markets. Specifically, sales of the 1300 bus have historically been important to our results and there is no assurance that this market will continue to grow or demand levels will increase, nor is there assurance that the market for the smaller bus, which spans a range from 500kg to 1300kg, will offset any decreases in the market for the 1300 bus or provide future growth. Our growth is dependent on the growth in the sales of services provided by our customers, our customers' ability to anticipate market trends and our ability to anticipate changes in the businesses of our customers and to successfully identify and enter new markets. If we fail to anticipate such changes in demand, our business, results of operations and financial position could be adversely affected.

On January 1, 2019, we completed a reorganization of our corporate structure pursuant to which we directly acquired all of the issued and outstanding shares of Maxar Technologies Ltd. ("Maxar Canada") and we replaced Maxar Canada as the publicly-held parent company of the Maxar group ("U.S. Domestication"). As part of our U.S. Domestication we believe that we will continue to capitalize on projected benefits within the Space Infrastructure segment. These benefits include anticipated growth within our U.S. government customer base as well as diversifying into national and civil missions. The failure to do so may have a material adverse effect on our business, results of operations and financial condition.

The satellite manufacturing industry is driven by continued investment in technologies to meet changing customer demand for complex and reliable services. Our satellite systems embody complex technologies and may not always be compatible with current and evolving technical standards and systems developed by others. Other satellite manufacturers have developed or are developing digital payloads which increase flexibility for geostationary satellites in circumstances with unpredictable demand. We plan to team with providers of this technology to enhance our offering if our customers express interest in it.

Failure or delays to develop technologies or team with providers to obtain technologies to meet the requisite and evolving industry or user standards could have a material adverse effect on our business, results of operations and financial condition. Failure of suppliers to deliver against end customer requirements could lead to a material adverse effect on our financial results within the Space Infrastructure segment.

Our business with various governmental entities is subject to the policies, priorities, regulations, mandates and funding levels of such governmental entities and may be negatively or positively impacted by any change thereto.

Changes in government policies, priorities, regulations, use of commercial data providers to meet U.S. government imagery needs, government agency mandates, funding levels through agency budget reductions, the imposition of budgetary constraints or a decline in government support or deferment of funding for programs in which we or our customers participate could result in contract terminations, delays in contract awards, reduction in contract scope, performance penalties or breaches of our contracts, the failure to exercise contract options, the cancellation of planned procurements and fewer new business opportunities, all of which could negatively impact our business, financial condition, results of operations and cash flows.

We are subject to the procurement policies and procedures set forth in the Federal Acquisition Regulation (“FAR”). FAR governs all aspects of government contracting, including contractor qualifications and acquisition procedures. The FAR provisions in U.S. government contracts must be complied with in order for the contract to be awarded and provides for audits and reviews of contract procurement, performance and administration. Failure to comply with the provisions of the FAR could result in contract termination.

In addition, contracts with any government, including the U.S. government, may be terminated or suspended by the government at any time and could result in significant liability obligations for us. We seek to have in place as standard provisions, termination for convenience language which reimburses us for reasonable costs incurred, subcontractor and employee termination and wind-down costs plus a reasonable amount of profit thereon. However, reparations for termination may fall short of the financial benefit associated with full completion and operation of a contract. In addition, we may not be able to procure new contracts to offset the revenue or backlog lost as a result of any termination of government contracts. The loss of one or more large contracts could have a material adverse impact on our business, financial condition, results of operations and cash flows. See also “*Our business with various governmental entities is concentrated in a small number of primary contracts. The loss or reduction in scope of any one of our primary contracts would materially reduce our revenue*” below.

Our revenue, results of operations and reputation may be negatively impacted if our programs fail to meet contractual requirements or our products contain defects or fail to operate in the expected manner.

We sell complex and technologically advanced systems, including satellites, products, hardware and software. Sophisticated software, including software developed by us, may contain defects that can unexpectedly interfere with the software’s intended operation. Defects may also occur in components and products that we manufacture or purchase from third parties. Most of the satellites and systems we have developed must function under demanding and unpredictable operating conditions and in harsh and potentially destructive environments. In addition, we may agree to the in-orbit delivery of a satellite, adding further risks to our ability to perform under a contract. Failure to achieve successful in-orbit delivery could result in significant penalties and other obligations on us.

We employ sophisticated design and testing processes and practices, which include a range of stringent factory and on-site acceptance tests with criteria and requirements that are jointly developed with customers. Our systems may not be successfully implemented, pass required acceptance criteria, or operate or give the desired output, or we may not be able to detect and fix all defects in the satellites, products, hardware and software we sell or resolve any delays or availability issues in the launch services we procure. Failure to do so could result in increased costs, lost revenue and damage to our reputation and may adversely affect our ability to win new contract awards. We manufacture satellites with the intention of receiving full contractual value for builds; however, due to the inherent complexity, a number of adverse variables could negatively impact our ability to collect on the full amount of contractual consideration including circumstances where we may work in advance of customer funding. Such variables include, among others, schedule delays, including those caused by suppliers or major subcontractors, contractual disputes, failure to meet technological requirements and customer solvency concerns. These variables could lead to termination for convenience or default on our contracts which could have a material adverse effect on our financial results. Historically, we have experienced significant delays in the building of certain satellites. The schedule delays we from time to time experience in our satellite builds, some of which are significant, are due to a number of factors, inclusive of COVID-19 delays, subcontractor issues and technological requirements and we work closely with our customers to address these delays. We have, where appropriate, asserted force majeure provisions in our contracts but these can be subject to dispute.

Any significant disruption in or unauthorized access to our computer systems or those of third parties that we utilize in our operations, including those relating to cybersecurity or arising from cyber-attacks, and security threats could result in a loss or degradation of service, unauthorized disclosure of data, or theft or tampering of intellectual property, any of which could materially adversely impact our business.

Our operations, products, solutions, analysis and intellectual property are inherently at risk of loss, unauthorized access, tampering by both insider threats and external bad actors, or disruption due to inadvertent misconfiguration of our computers and networks. In particular, our operations face various cyber and other security threats, including those caused by physical or electronic break-ins, computer viruses, malware, worms, attacks by hackers or foreign governments, disruptions from unauthorized access and tampering, including through social engineering such as phishing attacks, coordinated denial-of-service attacks and similar incidents. These cyber and other security threats could result in attempts to gain unauthorized access to sensitive information, intellectual property, mission operations and networks. Our systems (internal, customer and partner systems) and assets may also be subject to damage or interruption from natural and other disaster events or disruptions including tsunamis, floods, earthquakes, fires, water shortages, other extreme weather conditions, epidemics or pandemics, acts of domestic or foreign terrorism, workplace violence, power shortages and blackouts, aging infrastructures and telecommunications failures. In addition, threats to the safety of our directors and employees, threats to the security of our facilities, infrastructure and supply chain, or the release of misleading or deceptive information by criminal, terrorist, or other bad actors, could have a material adverse impact on our business.

Our products, solutions and analysis that we develop or deliver to our customers are also at risk of disruption, loss, or tampering. The integrity of the data (e.g., pixels), information, and analysis in our products and services is at risk of being manipulated either before or after delivery to a customer. Our products with derived information characteristics are also at risk of being incorrect due to errors of deceptive practices by others.

Our customers and partners (including our supply chain and joint ventures) face similar threats. Customer or partner proprietary, classified, or sensitive information stored on our networks is at risk. Assets and intellectual property and products in customer or partner environments are also inherently at risk. We also have risk where we have access to customer and partner networks and face risks of breach, disruption or loss as well. Our supply chain for products and services also is becoming more diverse and therefore the risk is growing.

We have implemented certain systems and processes to help thwart bad actors and protect our data and our systems and assets. The techniques used to gain unauthorized access are constantly evolving, however, and we may be unable to prevent or mitigate all unauthorized access, disruption, loss, or harm. Because of our highly desired intellectual property and our support of the U.S. government and other governments, we (and/or partners we use) may be a particularly attractive target for such attacks by advanced, persistent and highly organized adversaries, including nation states and hostile foreign governments, such as Russia and its allies. The risk of these attacks could be exacerbated by the conflict between Russian and Ukraine discussed above. From time to time, we have experienced attacks on our systems from bad actors that, to date, have not had a material adverse effect on our business. We cannot offer assurances, however, that future attacks will not materially adversely affect our business.

A security event or other significant disruption of our systems, assets, products or solutions could:

- disrupt the proper functioning of our networks, applications and systems and therefore our operations and/or those of certain of our customers, or partners;
- result in the unauthorized access to, and destruction, loss, theft, misappropriation or release of, our or our customers' proprietary, confidential, sensitive or otherwise valuable information, including trade secrets, which others could use to compete against us or for disruptive, destructive or otherwise harmful purposes and outcomes;
- destroy or degrade assets including space, ground and intellectual property assets;
- manipulate or tamper with our products, solutions, analysis, or other systems delivered to our customers or partners;
- compromise other sensitive government functions; and

- damage our reputation with our customers (particularly agencies of various governments) and the public generally.

A security event that involves classified or other sensitive government information or certain controlled technical information, could subject us to civil or criminal penalties and could result in loss of our secure facility clearance and other accreditations, loss of our government contracts, loss of access to classified information, loss of export privileges or debarment as a government contractor. The risk that these types of events could seriously harm our business is likely to increase as we expand the number of web-based products and services we offer as well as increase the number of countries within which we do business.

Satellites are subject to construction and launch delays, launch failures, damage or destruction during launch, the occurrence of which can materially and adversely affect our operations.

Delays in the construction of satellites and the procurement of requisite components and launch vehicles, limited availability of appropriate launch windows, possible delays in obtaining regulatory approvals, satellite damage or destruction during launch, launch failures, or incorrect orbital placement could have a material adverse effect on our business, financial condition and results of operations. The loss of, or damage to, a satellite due to a launch failure could result in significant delays in anticipated revenue to be generated by that satellite. Any significant delay in the commencement of service of a satellite would delay or potentially permanently reduce the revenue anticipated to be generated by that satellite. In addition, if the loss of a satellite were to occur, such as with our loss of WorldView-4, we may not be able to accommodate affected customers with our other satellites or data from another source until a replacement satellite is available, and we may not have on hand, or be able to obtain in a timely manner, the necessary funds to cover the cost of any necessary satellite replacement. We may also dispute with customers the extent and consequences of any loss or delay. Any launch delay, launch failure, underperformance, delay or perceived delay could have a material adverse effect on our results of operations, business prospects and financial condition.

If our satellites fail to operate as intended, it could have a material adverse effect on our business, financial condition and results of operations.

The manufacturing, testing, launching and operation of satellites involves complex processes and technology. Our satellites employ advanced technologies and sensors that are exposed to severe environmental stresses in space that have and could affect the performance of our satellites. Hardware component problems in space could lead to deterioration in performance or loss of functionality of a satellite. In addition, human operators may execute improper implementation commands that may negatively impact a satellite's performance. Exposure of our satellites to an unanticipated catastrophic event, such as a meteor shower or a collision with space debris, could reduce the performance of, or completely destroy, the affected satellite. In December 2018, our WorldView-4 satellite experienced a failure in its control moment gyros, preventing the satellite from collecting imagery.

We cannot provide assurances that our satellites will continue to operate successfully in space throughout their expected operational lives. Even if a satellite is operated properly, technical flaws in that satellite's sensors or other technical deficiencies or anomalies could significantly hinder its performance, which could materially affect our ability to collect imagery and market our products and services successfully. While some anomalies are covered by insurance policies, others are not or may not be covered, or may be subject to large deductibles.

If we suffer a partial or total loss of a deployed satellite, such as the failure of WorldView-4, we would need a significant amount of time and would incur substantial expense to replace that satellite. We may experience other problems with our satellites that may reduce their performance. During any period of time in which a satellite is not fully operational, we may lose most or all of the revenue that otherwise would have been derived from that satellite. Our inability to repair or replace a defective satellite or correct any other technical problem in a timely manner could result in a significant loss of revenue. If a satellite experiences a significant anomaly such that it becomes impaired or is no longer functional, it would significantly impact our business, prospects and profitability. Additionally, our review of satellite lives could extend or shorten the depreciable lives of our satellites, which would have an impact on the depreciation we recognize.

Loss of, or damage to, a satellite, adversarial actions impacting the function of our satellites and the failure to obtain data or alternate sources of data for our products may have an adverse impact on our results of operations and financial condition.

In the Earth Intelligence segment, we rely on data collected from a number of sources including data obtained from satellites. We may become unable or limited in our ability to collect such data. For example, satellites can temporarily go out of service and be recovered, or cease to function for reasons beyond our control, including the quality of design and construction, the supply of fuel, the expected gradual environmental degradation of solar panels, the durability of various satellite components and the orbits and space environments in which the satellites are placed and operated. Electrostatic storms, collisions with other objects or actions by malicious actors, including cyber related, could also damage the satellites. Our satellites may be subject to an increased risk of collision with other space objects due to growth in the number of commercial and government satellites. In addition, the functioning of our satellites could be adversely impacted by potential adversarial actions that may create more space debris or through anti-satellite devices, electromagnetic or radio interference with our satellites, cyber and other security attacks, and other similar types of attacks, any or all of which are potentially capable of destroying our satellites or ground systems architecture or rendering them permanently impaired or inoperable. The risk of these malicious and adversarial actions could be exacerbated by the conflict between Russia and Ukraine discussed above. Additionally, in certain instances, governments may discontinue for periods of time the access to or operation of a satellite for any particular area on the Earth and for various reasons may not permit transmission of certain data, whether from a satellite owned by the government or not.

We cannot offer assurances that each of our satellites will remain in operation. Our satellites have certain redundant systems which can fail partially or in their entirety and accordingly satellites may operate for extended periods without all redundant systems in operation, but with single points of failure. The failure of satellite components could cause damage to or loss of the use of a satellite before the end of its expected operational life. Certain of our satellites are nearing the end of their expected operational lives and we can offer no assurance that our satellites will maintain their prescribed orbits or remain operational and we may not have replacement satellites that are immediately available.

Interruption or failure of our infrastructure or national infrastructure could hurt our ability to effectively perform our daily operations and provide and produce our products and services, which could damage our reputation and harm our operating results.

We are vulnerable to natural disasters and significant disruptions including tsunamis, floods, earthquakes, fires, water shortages, other extreme weather conditions, epidemics or pandemics, acts of domestic or foreign terrorism, workplace violence, power shortages and blackouts, aging infrastructures and telecommunications failures. Furthermore, climate change has increased, and may continue to increase, the rate, size and scope of these natural disasters. In the event of such a natural disaster or other disruption, we could experience: disruptions to our operations or the operations of suppliers, subcontractors, distributors or customers; destruction of facilities; and/or loss of life.

The availability of many of our products and services depends on the continuing operation of our satellite operations infrastructure, satellite manufacturing operations, information technology, communications systems and national infrastructure. Any downtime, damage to or failure of our systems could result in interruptions in our service, which could reduce our revenue and profits. Our systems are vulnerable to damage or interruption from floods, fires, power loss, aging infrastructure, telecommunications failures, computer viruses, computer denial of service attacks or other attempts to harm our systems. We do not currently maintain a fully comprehensive back-up production facility from which we can continue to collect, process and deliver imagery in the event of the loss of our primary facility. In the event we are unable to collect, process and deliver imagery from our facility, our daily operations and operating results would be materially and adversely affected. In addition, our ground terminal centers are vulnerable to damage or interruption from human error, intentional bad acts, earthquakes, hurricanes, floods, fires, war, terrorist attacks, power losses, hardware failures, systems failures, aging infrastructure, telecommunications failures and similar events. Our satellite manufacturing operations are located in California in proximity to the San Andreas fault line, one of the longest and most heavily populated earthquake-prone rifts in the world. Our satellite manufacturing facilities are also subject to risks associated with an aging infrastructure. An infrastructure failure could result in the destruction of satellites under construction or inventory, manufacturing delays or additional costs incurred. We do not maintain back-up manufacturing

facilities or operations. The occurrence of any of the foregoing could result in lengthy interruptions in our services and/or damage our reputation, which could have a material adverse effect on our financial condition and results of operations.

Our business with various governmental entities is concentrated in a small number of primary contracts. The loss or reduction in scope of any one of our primary contracts would materially reduce our revenue.

Our business with various governmental entities is concentrated in a small number of primary contracts. We recognize significant revenue from U.S. government agencies and a significant amount of our U.S. government revenue is currently generated from a single contract, the Electro-Optical Commercial Layer Program (“EOCL Contract”). The EOCL Contract is a service level agreement to provide image-tasking capacity on our satellites, and other imagery-derived products and services to the U.S. government. Our ability to service other customers could be negatively impacted if we are unable to maintain our current collection capacity. In addition, any inability on our part to meet the performance requirements of the EOCL Contract could result in a performance penalty or breach of that contract. A breach of our contract with government customers or reduction in service to our other customers could have a material adverse effect on our business, financial condition and results of operations. The U.S. government may also terminate or suspend our contracts, including the EOCL Contract, at any time with or without cause. On May 25, 2022, we were awarded the EOCL Contract by the National Reconnaissance Office (“NRO”), which is a 10-year contract worth up to \$3.24 billion, inclusive of a firm 5-year base contract commitment worth \$1.5 billion and options worth up to \$1.74 billion. The EOCL Contract has transitioned the imagery acquisition requirements previously addressed by the EnhancedView Follow-On contract (“EnhancedView Contract”). Any changes in the size, scope or term of the EOCL Contract, could impact our satellite replenishment strategy and our ability to repay or refinance our long-term debt. Although our contracts generally involve fixed annual minimum commitments, such commitments, along with all other contracts with the U.S. government, are subject to annual Congressional appropriations and the federal budget process, and as a result, the U.S. government may not continue to fund these contracts at current or anticipated levels. Similarly, our contracts in other jurisdictions are also subject to government procurement policies and procedures.

We face competition that may cause us to have to either reduce our prices for imagery and related services or to lose market share.

Our services compete with satellite and aerial imagery and related services offered by a range of private and government providers. Our current or future competitors may have superior technologies or greater financial, personnel and other resources than we have. The value of our imagery may also be diluted by Earth imagery that is available free of charge.

The U.S. government and foreign governments may develop, construct, launch and operate their own imagery satellites, which could reduce their need to rely on us and other commercial suppliers. In addition, such governments could sell or provide free of charge Earth imagery from their satellites and thereby compete with our imagery and related services. Also, governments may at times make our imagery freely available for humanitarian purposes, which could impair our revenue growth with non-governmental organizations. These governments could also subsidize the development, launch and operation of imagery satellites by our current or future competitors.

Our competitors or potential competitors could, in the future, offer satellite-based imagery or other services with more attractive features than our services. The emergence of new remote imaging technologies or the continued growth of low-cost imaging satellites, could negatively affect our marketing efforts. More importantly, if competitors develop and launch satellites or other imagery-content sources with more advanced capabilities and technologies than ours, or offer services at lower prices than ours, our business and results of operations could be harmed. Due to competitive pricing pressures, such as new product introductions by us or our competitors or other factors, the selling price of our services may further decrease. If we are unable to offset decreases in our average selling prices by increasing our sales volumes or by adjusting our service mix, our revenue and operating margins may decline and our financial position may be harmed.

We operate in highly competitive industries and in various jurisdictions across the world, which may cause us to have to reduce our prices.

We operate in highly competitive industries and many of our competitors are larger and have substantially greater resources than we have. Our primary competitors for satellite manufacturing contracts include the Boeing Company, Lockheed Martin Corporation and Northrop Grumman Corporation in the United States and Thales S.A. and Airbus Defence and Space, a subsidiary of the Airbus Group, in Europe. We may also face competition in the future from more emerging low-cost competitors, some of which could be subsidized or well-funded. Competition in our Earth Intelligence segment is highly diverse, and while our competitors offer different products, there is often competition for contracts that are part of governmental budgets. Our major existing and potential competitors for our Earth Intelligence segment include commercial satellite imagery companies, state-owned imagery providers, aerial imagery companies, free sources of imagery and unmanned aerial vehicles. Our Earth Intelligence segment faces competition from companies that provide geospatial analytic information and services to the U.S. government, including defense prime contractors such as L3Harris and Booz Allen Hamilton.

In addition, some of our foreign competitors currently benefit from, and others may benefit in the future from, protective measures by their home countries where governments are providing financial support, including significant investments in the development of new technologies. Government support of this nature greatly reduces the commercial risks associated with satellite development activities for these competitors. This market environment may result in increased pressures on our pricing and other competitive factors.

Uncertain global macro-economic and political conditions could materially adversely affect our results of operations and financial condition.

Our results of operations are materially affected by economic and political conditions in the United States and internationally, including inflation, rising interest rates, availability of capital, energy and commodity prices, trade laws, the effects of governmental initiatives to manage economic conditions, geopolitical tensions and military conflicts, such as the current situation in Ukraine. Current or potential customers may delay or decrease spending on our products and services as their business and/or budgets are impacted by economic conditions. The inability of current and potential customers to pay us for our products and services may adversely affect our earnings and cash flows.

We are a party to legal proceedings, investigations and other claims or disputes, which are costly to defend and, if determined adversely to us, could require us to pay fines or damages, undertake remedial measures or prevent us from taking certain actions, any of which could adversely affect our business.

We are, and in the future may be, a party to legal proceedings, investigations and other claims or disputes, which may relate to subjects including commercial transactions, intellectual property, securities, employee relations, or compliance with applicable laws and regulations.

For instance, in January 2019, a Maxar stockholder filed a putative class action lawsuit in the Federal District Court of Colorado, naming Maxar and members of management as defendants alleging, among other things, that our public disclosures were false or misleading in violation of the Securities Exchange Act of 1934 and seeking monetary damages. An amended consolidated complaint was filed in that case in October 2019. On September 11, 2020, the court granted in part, and denied in part, Maxar's motion to dismiss. On July 16, 2021, the Federal District Court of Colorado certified a class consisting of investors who purchased or acquired Maxar stock between May 9, 2018 and October 30, 2018, inclusive. The parties have reached an agreement in principle to resolve the action on a class-wide basis for a one-time payment of \$27 million, to be funded by insurance maintained by Maxar. The agreement in principle remains subject to final documentation and is contingent on Court approval. As part of the Court approval process, class members will have an opportunity to object to, or opt-out of, the settlement pursuant to procedures established by the Court. Also, in January 2019, a Maxar stockholder resident in Canada issued a putative class action lawsuit in the Ontario Superior Court of Justice against Maxar and members of management claiming misrepresentations in our public disclosures and seeking monetary damages under Canadian securities laws. In November 2019, a second putative class action lawsuit was issued by the same Maxar stockholder resident in Canada, adding a second representative plaintiff and three additional defendants, including Maxar's auditor KPMG LLP. The action against KPMG LLP was later discontinued. In

February 2020, the January 2019 Canadian lawsuit was discontinued. And, in March 2022, the November 2019 Canadian lawsuit was dismissed against all of the Maxar defendants. In October 2019, a Maxar stockholder filed a putative class action lawsuit in California state court, naming Maxar and certain members of management and the board of directors as defendants. The lawsuit is based upon many of the same underlying factual allegations as the federal class action but asserts claims under the Securities Act of 1933. An amended complaint was filed in April 2020. In November 2020, defendants filed a demurrer to the operative complaint, and in January 2021, the court largely overruled the demurrer. On August 20, 2021, the court certified a class consisting of investors who acquired Maxar stock in exchange for DigitalGlobe stock pursuant to the Company's June 2, 2017 Registration Statement and Prospectus issued in connection with Maxar's October 2017 acquisition of DigitalGlobe. In November 2019, a purported derivative complaint was filed against Maxar, certain current and former members of management and the board of directors in the Federal District Court of Delaware, also based on the same factual allegations as the federal putative class action. On September 18, 2020, a second purported derivative case was filed in the Federal District Court of Delaware, based on the same allegations as the earlier derivative case. The two derivative cases pending in the Federal District Court of Delaware have been consolidated and are stayed. On September 15, 2021, a third purported derivative complaint was filed against Maxar, certain current and former members of management and the board of directors in the Court of Chancery of the State of Delaware, also based on the same factual allegations as the federal class action. In November 2021, the parties stipulated to a stay of this action.

These legal proceedings could result in substantial costs and diversion of management's attention and resources and could harm our stock price, business, prospects, results of operations and financial condition. These and other legal proceedings and investigations are inherently uncertain and we cannot predict their duration, scope, outcome or consequences. There can be no assurance that these or any such matters that have been or may in the future be brought against us will be resolved favorably. In connection with any government investigations, in the event the government takes action against us or the parties resolve or settle the matter, we may be required to pay substantial fines or civil and criminal penalties and/or be subject to equitable remedies, including disgorgement or injunctive relief. Other legal or regulatory proceedings, including lawsuits filed by private litigants, may also follow as a consequence. These matters are likely to be expensive and time-consuming to defend, settle and/or resolve and may require us to implement certain remedial measures that could prove costly or disruptive to our business and operations. They may also cause damage to our business reputation. The unfavorable resolution of one or more of these matters could have a material adverse effect on our business, results of operations, financial condition or cash flows.

We are dependent on our ability to attract, train and retain employees. Our inability to do so, or the loss of key personnel, would cause serious harm to our business.

Our success is largely dependent on the abilities and experience of our executive officers and other key personnel to oversee all aspects of our operations and to deliver on our corporate strategies. Competition for highly skilled management, technical, research and development and other personnel is intense in our industry. In order to maintain our ability to compete, we must continuously retain the services of a core group of specialists in a wide variety of disciplines. To the extent that the demand for qualified personnel exceeds supply, we have and could in the future experience higher labor, recruiting or training costs in order to attract and retain such employees, or could experience difficulties in performing under contracts if our need for such employees is unmet. We may not be able to retain our current executive officers or key personnel or attract and retain additional executive officers or key personnel as needed to deliver on our corporate strategy. Furthermore, the recent volatility in our stock price may undermine the use of our equity as a retention tool and may make it more difficult to retain key personnel.

Acquisitions or divestitures could result in adverse impacts on our operations.

In order to grow our business, we may acquire additional assets or companies, including for example, our Vricon Acquisition completed on July 1, 2020. In connection with the Vricon Acquisition or any future acquisitions, there can be no assurance that we will be able to identify, acquire, or obtain the required regulatory approvals, or profitably manage the additional businesses or successfully integrate any acquired businesses, products or technologies without substantial expenses, delays or other operational, regulatory, or financial problems. In addition, any acquired businesses, products or technologies may not achieve anticipated revenues and income growth.

Further, acquisitions may involve a number of additional risks, including diversion of management's attention, failure to retain key personnel, or failure to attract the necessary talent to manage organizational growth. We may become responsible for unexpected liabilities that were not discovered or disclosed in the course of due diligence in connection with historical acquisitions and any future acquisitions. Additionally, acquisitions with international operations such as the Vricon Acquisition with operations in Sweden, expose us to greater international business risks. If we do not realize the expected benefits or synergies of an acquisition, such as revenue gains or cost reductions, there could be a material adverse effect on our business, results of operations and financial condition.

We may also seek to divest portions of our businesses which may no longer be aligned with our strategic initiatives and long-term objectives. Various factors could materially affect our ability to successfully do so, including the availability of buyers willing to purchase the assets on terms acceptable to us, difficulties in the separation of operations, the diversion of management's attention from other business concerns, the disruption of our business, the potential loss of key employees and the retention of uncertain contingent liabilities related to the divested business. We cannot assure that we will be successful in managing these or any other significant risks that we encounter in divesting a business or product line, and any divestiture we undertake could materially and adversely affect our business, financial condition, results of operations and cash flows.

Disruptions in U.S. government operations and funding could have a material adverse effect on our revenues, earnings and cash flows and otherwise adversely affect our financial condition.

Any disruptions in federal government operations could have a material adverse effect on our revenues, earnings and cash flows. A prolonged failure to maintain significant U.S. government operations, particularly those pertaining to our business, could have a material adverse effect on our revenues, earnings and cash flows. Continued uncertainty related to recent and future U.S. federal government shutdowns, the U.S. budget and/or failure of the U.S. government to enact annual appropriations, such as long-term funding under a continuing resolution, could have a material adverse effect on our revenues, earnings and cash flows. Additionally, disruptions in federal government operations may negatively impact regulatory approvals and guidance that are important to our operations.

Changes in U.S. government policy regarding use of commercial data or space infrastructure providers, or material delay or cancellation of certain U.S. government programs, may have a material adverse effect on our revenue and our ability to achieve our growth objectives.

Current U.S. government policy encourages the U.S. government's use of commercial data and Space Infrastructure providers to support U.S. national security objectives. Under the EOCL Contract, our contractual counterparty acquires imagery and imagery-derived products on behalf of our customers within the U.S. government. We are considered by the U.S. government to be a commercial data provider. U.S. government policy is subject to change and any change in policy away from supporting the use of commercial data and Space Infrastructure providers to meet U.S. government imagery and Space Infrastructure needs, or any material delay or cancellation of planned U.S. government programs, including the EOCL Contract, could materially adversely affect our revenue and our ability to achieve our growth objectives.

Our business involves significant risks and uncertainties that may not be covered by insurance.

A significant portion of our business relates to designing, developing and manufacturing advanced space technology products and systems. New technologies may be untested or unproven. Failure of some of these products and services could result in extensive property damage. Accordingly, we may incur liabilities that are unique to our products and services.

We endeavor to obtain insurance coverage from established insurance carriers to cover these risks and liabilities. However, the amount of insurance coverage that we maintain may not be adequate to cover all claims or liabilities. Existing coverage may be canceled while we remain exposed to the risk and it is not possible to obtain insurance to protect against all operational risks, natural hazards and liabilities.

We have historically insured satellites in our constellation to the extent that insurance was available on acceptable premiums and other terms. The insurance proceeds received in connection with a partial or total loss of the functional capacity of any of our satellites would not be sufficient to cover the replacement cost, if we choose to do so, of an equivalent high-resolution satellite. In addition, this insurance will not protect us against all losses to our satellites due to specified exclusions, deductibles and material change limitations customary in the industry. Exclusions generally include, for example, acts of war or other hostile actions for which exclusions are customary in the industry at the time the policy is written. In the event we experience potential adversarial actions that destroy or impair the operability or functioning of any of our satellites, whether through actions creating more space debris or through anti-satellite devices, electromagnetic or radio interference with our satellites, cyber and other security attacks affecting our satellites or ground systems architecture, or other similar types of attacks, there can be no assurance that any insurance proceeds will be available for any partial or total loss of a satellite or a satellite's performance. In addition, it may be difficult or impossible to insure against certain risks, including a partial deterioration in satellite performance and satellite re-entry.

The price and availability of insurance fluctuate significantly. Although we have historically been able to obtain insurance coverage for in-orbit satellites, we cannot guarantee that we will be able to do so in the future. We intend to maintain insurance for our operating satellites, but any determination we make as to whether to obtain insurance coverage will depend on a variety of factors, including the availability of insurance in the market, the cost of available insurance and the redundancy of our operating satellites. Insurance market conditions or factors outside our control at the time we are in the market for the required insurance, such as failure of a satellite using similar components, could cause premiums to be significantly higher than current estimates and could reduce amounts of available coverage. The cost of our insurance has been increasing and may continue to increase. Higher premiums on insurance policies will reduce our operating income by the amount of such increased premiums. If the terms of in-orbit insurance policies become less favorable than those currently available, there may be limits on the amount of coverage that we can obtain, or we may not be able to obtain insurance at all.

In addition, even though we carry business interruption insurance policies, any business interruption losses could exceed the coverage available or be excluded from our insurance policies, which include customary exclusions such as acts of war, among others. Any disruption of our ability to operate our business could result in a material decrease in our revenues or significant additional costs to replace, repair or insure our assets, which could have a material adverse impact on our financial condition and results of operations.

We often rely on a single vendor or a limited number of vendors to provide certain key products or services and the inability of these key vendors to meet our needs could have a material adverse effect on our business.

Historically, we have contracted with a single vendor or a limited number of vendors to provide certain key products or services, such as construction of satellites and launch vehicles and management of certain remote ground terminals and direct access facilities. In addition, our manufacturing operations depend on specific technologies and companies for which there may be a limited number of vendors. We are increasingly dependent upon subcontractors and suppliers which subjects our business and results of operations to risks of supplier interruption. If these vendors are unable to meet our needs because they fail to perform adequately, are unable to match new technological requirements or opportunities, or are unable to dedicate engineering and other resources necessary to provide the services contracted for, our business, financial position and results of operations may be adversely affected. While alternative sources for these products, services and technologies may exist, we may not be able to develop these alternative sources quickly and cost-effectively, which could materially impair our ability to operate our business. Furthermore, these vendors may request changes in pricing, payment terms or other contractual obligations, which could cause us to make substantial additional investments.

Additionally, some of our suppliers' employees are represented by labor unions. Labor union actions at suppliers can also affect us. Work stoppages and instability in our relationships with labor unions could delay the production and/or development of our products, which could strain relationships with customers, cause a loss of revenues and adversely affect our operations.

Disruptions in the supply of key raw materials or components and difficulties in the supplier qualification process, as well as increases in prices of raw materials, could adversely impact us.

Many raw materials, major components and product equipment items, particularly in our Space Infrastructure segment, are procured or subcontracted on a single or sole-source basis. Although we maintain a qualification and performance surveillance process and we believe that near-term sources of supply for raw materials and components are generally adequate, it is difficult to predict what effects shortages or price increases may have in the future. Supply shortages related to electronic chips is an example of some of the challenges we may face with materials. Our ability to manage inventory and meet delivery requirements may be constrained by our suppliers' inability to scale production and adjust delivery of long-lead time products during times of volatile demand. Our inability to fill our supply needs would jeopardize our ability to fulfill obligations under commercial and government contracts, which could, in turn, result in reduced sales and profits, contract penalties or terminations and damage to customer relationships and could have a material adverse effect on our operating results, financial condition, or cash flows.

Key raw materials used in our operations include metals such as aluminum and titanium, which are usually procured by our suppliers who manufacture parts in accordance with our drawings. We also purchase materials such as chemicals; composites; electronic, electro-mechanical and mechanical components; subassemblies; and subsystems that are integrated with the manufactured parts for final assembly into finished products and systems. We are impacted by increases in the prices of raw materials used in production on fixed-price business.

We monitor sources of supply to attempt to assure that adequate raw materials and other supplies needed in manufacturing processes are available.

We have experienced and may continue to experience significant difficulty in our ability to procure certain raw materials, components, sub-assemblies and other supplies required in our manufacturing processes. Prolonged disruptions in the supply of any of our key raw materials or components, difficulty completing qualification of new sources of supply, implementing use of replacement materials, components or new sources of supply, or a continuing increase in the prices of raw materials, energy or components could have a material adverse effect on our operating results, financial condition, or cash flows.

We are dependent on resellers of our services for a portion of our revenue. If these resellers fail to market or sell our services successfully, our business could be harmed.

The Earth Intelligence segment has historically generated a portion of its revenue from foreign and domestic resellers. In the Earth Intelligence segment, we rely on foreign resellers and partners to market and sell the majority of our services in the international market. Our foreign resellers and partners may not have the skill or experience to develop regional commercial markets for our services, or may have competing interests that negatively affect their sales of our services. If we fail to enter into reseller agreements on a timely basis or if our resellers and partners fail to market and sell our services successfully, these failures could negatively impact our business, financial condition and results of operations.

We may not be successful in developing new technology and the technology we are successful in developing may not meet the needs of our customers or potential new customers.

The markets in which we operate are characterized by changing technology and evolving industry standards. Despite years of experience in meeting customer systems requirements with the latest in technological solutions, we may not be successful in identifying, developing and marketing products or systems that respond to rapid technological change, evolving technical standards and systems developed by others. Our competitors may develop technology that better meets the needs of our customers. If we do not continue to develop, manufacture and market innovative technologies or applications that meet customers' requirements, sales may suffer and our business may not continue to grow in line with historical rates or at all. If we are unable to achieve sustained growth, we may be unable to execute our business strategy, expand our business or fund other liquidity needs and our business prospects, financial condition and results of operations could be materially and adversely affected.

Our technology may violate the proprietary rights of third parties and our intellectual property may be misappropriated or infringed upon by third parties, each of which could have a negative impact on our operations.

If any of our technology violates proprietary rights, including copyrights and patents, third parties may assert infringement claims against us. Certain software modules and other intellectual property used by us or in our satellites, systems and products make use of or incorporate licensed software components and other licensed technology. These components are developed by third parties over whom we have no control. Any claims brought against us may result in limitations on our ability to use the intellectual property subject to these claims. We may be required to redesign our satellites, systems or products or to obtain licenses from third parties to continue offering our satellites, systems or products without substantially re-engineering such products or systems.

Our intellectual property rights may be invalidated, circumvented, challenged, infringed or required to be licensed to others. An infringement or misappropriation could harm any competitive advantage we currently derive or may derive from our proprietary rights.

To protect our proprietary rights, we rely on a combination of patent protections, copyrights, trade secrets, trademark laws, confidentiality agreements with employees and third parties and protective contractual provisions such as those contained in license agreements with consultants, subcontractors, vendors and customers. Although we apply rigorous standards, documents and processes to protect our intellectual property, there is no absolute assurance that the steps taken to protect our technology will prevent misappropriation or infringement. Litigation may be necessary to enforce or protect our intellectual property rights, our trade secrets or determine the validity and scope of the proprietary rights of others. Such litigation may be time-consuming and expensive to prosecute or defend and could result in the diversion of our time and resources. In addition, competitors may design around our technology or develop competing technologies.

The acceptance of our imagery services may not continue and our historic growth rates should not be relied upon as an indicator of future growth.

We cannot accurately predict the extent of the market acceptance of our services or whether there will continue to be a market for our services on terms we find acceptable. Market acceptance of our commercial high-resolution Earth imagery and related services depends on a number of factors, including the quality, scope, timeliness, sophistication, price and the availability of substitute services. Changes in the market acceptance of our offerings, or other services that utilize our imagery, failure of new markets to develop, the impact of competitive conditions, or our need to make significant investments to achieve acceptance by the market would negatively affect our business, financial condition and results of operations. We may not continue to grow in line with historical rates or at all. If we are unable to achieve sustained growth, we may be unable to execute our business strategy, expand our business or fund other liquidity needs and our business prospects, financial condition and results of operations could be materially and adversely affected.

Changes in our accounting estimates and assumptions could negatively affect our financial position and results of operations.

We prepare our consolidated financial statements in accordance with U.S. GAAP. These accounting principles require us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of our financial statements. We are also required to make certain judgments that affect the reported amounts of revenues and expenses during each reporting period. We periodically evaluate our estimates and assumptions including, but not limited to, those relating to our critical accounting policies of revenue recognition, including our long-term contracts accounted for utilizing the cost-to-cost method and income taxes in addition to other estimates related to restructuring costs, recoverability of assets including customer receivables, valuation of goodwill and intangibles, contingencies and stock-based compensation. We base our estimates on historical experience and various assumptions that we believe to be reasonable based on specific circumstances. These assumptions and estimates involve the exercise of judgment and discretion, which may evolve over time in light of operational experience, regulatory direction, developments in accounting principles and other factors. Actual results could differ from these estimates as a result of changes in circumstances, assumptions, policies or developments in the business, which could materially affect our consolidated financial statements.

We may be required to recognize impairment charges.

Long-lived assets, including goodwill and intangible assets, are tested annually for impairment in the fourth quarter or whenever there is an indication that an asset may be impaired. In the past, we have recognized significant impairment losses related to goodwill, intangible assets, property, plant and equipment, inventory and orbital receivables.

Disruptions to our business, unexpected significant declines in our operating results, adverse technological events or changes in the regulatory markets in which we operate, and significant declines in our stock price have resulted and may result in further impairment charges to our tangible and intangible assets. Any future impairment charges could substantially affect our reported results.

Pension and other postretirement benefit obligations may materially impact our earnings, stockholders' equity and cash flows from operations, and could have significant adverse impacts in future periods.

We maintain defined benefit pension and other postretirement benefits plans for some of our employees. Potential pension contributions include discretionary contributions to improve the plans' funded status. The extent of future contributions depends heavily on market factors such as the discount rate and the actual return on plan assets. We estimate future contributions to these plans using assumptions with respect to these and other items. Changes to those assumptions could have a significant effect on future contributions, annual pension and other postretirement costs, the value of plan assets and our benefit obligations.

Significant changes in actual return on pension assets, discount rates and other factors could adversely affect our results of operations and require cash pension contributions in future periods. Changes in discount rates and actual asset returns different than our expected asset returns can result in significant non-cash actuarial gains or losses which we record in the fourth quarter of each fiscal year and, if applicable, in any quarter in which an interim re-measurement is triggered. With regard to cash pension contributions, funding requirements for our pension plans are largely dependent upon interest rates, actual investment returns on pension assets and the impact of legislative or regulatory changes related to pension funding obligations.

We also provide other postretirement benefits to certain of our employees, consisting principally of health care, dental and life insurance for eligible retirees and qualifying dependents. Our estimates of future costs associated with these benefits are also subject to assumptions, including estimates of the level of medical cost increases and discount rates.

Fluctuations in foreign exchange rates could have a negative impact on our business.

Our revenues, expenses, assets and liabilities denominated in currencies other than the U.S. dollar are translated into U.S. dollars for the purposes of compiling our Consolidated Financial Statements. We have in the past and may in the future, use hedging strategies to manage and minimize the impact of exchange rate fluctuations on our cash flow and economic profits. There are complexities inherent in determining whether and when foreign exchange exposures will materialize, in particular given the possibility of unpredictable revenue variations arising from schedule delays and contract postponements. Furthermore, if we use hedging strategies in the future, we could be exposed to the risk of non-performance of our hedging counterparties. We may also have difficulty with our hedging strategy in the future depending on the willingness of hedging counterparties to extend credit. Accordingly, no assurances may be given that our exchange rate hedging strategy would protect us from significant changes or fluctuations in revenues and expenses denominated in U.S. dollars.

Our restructuring activities and cost saving initiatives may not achieve the results we anticipate.

We have previously and may in the future undertake cost reduction initiatives and organizational restructurings to improve operating efficiencies, optimize our asset base and generate cost savings. We cannot be certain that these initiatives have been or will be completed as planned or without business interruption, that these initiatives will not generate additional costs, such as severance or other charges, or that the estimated operating efficiencies or cost savings from such activities will be fully realized or maintained over time.

Risks Related to Our Indebtedness and Our Common Stock

Our business is capital intensive, and we may not be able to raise adequate capital to finance our business strategies, including funding future satellites, or to refinance or renew our debt financing arrangements, or we may be able to do so only on terms that significantly restrict our ability to operate our business.

The implementation of our business strategies, such as expanding our satellite constellation and our products and services offerings, requires a substantial outlay of capital. As we pursue our business strategies and seek to respond to opportunities and trends in our industry, our actual capital expenditures may differ from our expected capital expenditures, and there can be no assurance that we will be able to satisfy our capital requirements in the future. We are highly leveraged, but we currently expect that our ongoing liquidity requirements for sustaining our operations will be satisfied by cash on hand and cash generated from our existing and future operations supplemented, where necessary, by available credit. However, we cannot provide assurances that our businesses will generate sufficient cash flow from operations in the future or that additional capital will be available in amounts sufficient to enable us to execute our business strategies or refinance our indebtedness. Our ability to refinance or increase our debt financing and/or renew existing credit facilities may be limited by our existing financial and non-financial covenants, credit objectives, or the conditions of the debt capital market generally. Furthermore, our current financing arrangements contain certain restrictive financial and non-financial covenants (e.g., the achievement or maintenance of stated financial ratios) that may impact our access to those facilities and significantly limit future operating and financial flexibility.

Finally, the recent Russian military actions and the resulting sanctions have adversely affected and could continue to adversely affect the global economy and financial markets leading to significant volatility and instability and lack of liquidity in capital markets, potentially making it more difficult for us to raise adequate capital to finance our business strategies, refinance or increase our debt financing, and/or renew existing credit facilities. See also “*Our business, financial condition and results of operations could be materially adversely affected by impacts resulting from the conflict in Ukraine or any other geopolitical tensions*” above.

Our ability to obtain additional debt or equity financing or government grants to finance operating working capital requirements and growth initiatives may be limited or difficult to obtain, which could adversely affect our operations and financial condition.

We need capital to finance operating working capital requirements and growth initiatives and to pay our outstanding debt obligations as they become due for payment. If the cash generated from our businesses, together with the credit available under existing bank facilities, is not sufficient to fund future capital requirements, we will require additional debt or equity financing. Our ability to access capital markets on terms that are acceptable to us will be dependent on prevailing market conditions, as well as our future financial condition. Further, our ability to refinance or increase our debt financing and/or renew existing facilities may be limited by our existing leverage, financial and non-financial covenants, credit objectives and debt capital market conditions.

We have in the past, and may continue in the future to, receive government grants for research and development activities and other business initiatives. Any agreement or grant of this nature with government may be accompanied by contractual obligations applicable to us, which may result in the grant money becoming repayable if certain requirements are not met. A failure to meet contractual obligations under such agreements and grants and a consequent requirement to repay money received could negatively impact our results of operations and financial condition.

Our indebtedness and other contractual obligations could adversely affect our financial condition, our ability to raise additional capital to fund our operations, our ability to operate our business, our ability to react to changes in the economy or our industry and our ability to pay our debts and could divert our cash flow from operations for debt payments.

We have a significant amount of indebtedness and leverage. Our level of indebtedness increases the possibility that we may be unable to generate cash sufficient to pay the principal of, interest on, or other amounts due with respect to our indebtedness. Our long-term debt under our Syndicated Credit Facility bears interest at floating rates related to the Secured Overnight Financing Rate (“SOFR”) (for U.S. dollar borrowings), plus a margin. As a result, our interest payment obligations on such indebtedness will increase if such interest rates increase to the extent these changes are not mitigated by our interest rate swaps. Our leverage and debt service obligations could adversely impact our business, including by:

- impairing our ability to meet one or more of the financial ratios contained in our credit facilities or to generate cash sufficient to pay interest or principal, including periodic principal payments;
- increasing our vulnerability to general adverse economic and industry conditions;
- limiting our ability to obtain additional debt or equity financing on favorable terms, if at all;
- requiring the dedication of a portion of our cash flow from operations to service our debt, thereby reducing the amount of our cash flow available for other purposes, including capital expenditures, dividends to stockholders or to pursue future business opportunities;
- requiring us to sell debt or equity securities or to sell some of our core assets, possibly on unfavorable terms, to meet payment obligations;
- limiting our flexibility in planning for, or reacting to, changes in our business and the industries in which we compete; and
- placing us at a possible competitive disadvantage with less leveraged competitors and competitors that may have better access to capital resources.

Any of the forgoing factors could have negative consequences on our financial condition and results of operation.

Our current financing arrangements contain certain restrictive covenants that impact our future operating and financial flexibility.

Our current financing arrangements contain certain restrictive covenants that may impact our future operating and financial flexibility. Our debt funding is provided under our financing agreements, which contains a series of positive and negative covenants with which we must comply, including financial and non-financial covenants. If we fail to comply with any covenants and are unable to obtain a waiver or other cure thereof, the lenders under the Syndicated Credit Facility or the holders of the 7.75% 2027 Notes or 7.54% 2027 Notes may be able to take certain actions with respect to the amounts owing under such agreements or notes, as applicable, including requiring early payment thereof. Any such actions could have a material adverse effect on our financial condition. These covenants could also have the effect of limiting our flexibility in planning for or reacting to changes in our business and the markets in which we compete.

Our actual operating results may differ significantly from our guidance.

From time to time, we release guidance regarding our future performance that represents our management’s estimates as of the date of release. This guidance, which consists of forward-looking statements, is prepared by our management and is qualified by, and subject to, the assumptions and the other information contained or referred to in the release. Our guidance is not prepared with a view toward compliance with published guidelines of the American Institute of Certified Public Accountants, and neither any independent registered public accounting firm nor any other independent expert or outside party compiles, examines or reviews the guidance and, accordingly, no such person expresses any opinion or any other form of assurance with respect thereto.

Guidance is based upon a number of assumptions and estimates that, while presented with numerical specificity, is inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are

beyond our control and are based upon specific assumptions with respect to future business decisions, some of which will change. We generally state possible outcomes as high and low ranges which are intended to provide a sensitivity analysis as variables are changed but are not intended to represent that actual results could not fall outside of these ranges. The principal reason that we release this data is to provide a basis for our management to discuss our business outlook with analysts and investors. We do not accept any responsibility for any projections or reports published by any such persons.

Guidance is necessarily speculative in nature, and it can be expected that some or all of the assumptions of the guidance furnished by us will not materialize or will vary significantly from actual results, particularly any guidance relating to the results of operations of acquired businesses or companies as our management will be less familiar with their business, procedures and operations. Accordingly, our guidance is only an estimate of what management believes is realizable as of the date of release. Actual results will vary from the guidance and the variations may be material. Investors should also recognize that the reliability of any forecasted financial data will diminish the farther in the future that the data are forecast. In light of the foregoing, investors are urged to put the guidance in context and not to place undue reliance on it.

Any failure to successfully implement our operating strategy or the occurrence of any of the events or circumstances set forth in this Quarterly Report on Form 10-Q could result in the actual operating results being different than the guidance, and such differences may be adverse and material.

We could be adversely impacted by actions of activist stockholders, and such activism could impact the value of our securities.

We value constructive input from our stockholders and the investment community. However, there is no assurance that the actions taken by our Board of Directors and management in seeking to maintain constructive engagement with our stockholders will be successful. Certain of our stockholders have expressed views with respect to the operation of our business, our business strategy, corporate governance considerations or other matters. Responding to actions by activist stockholders can be costly and time-consuming, disrupting our operations and diverting the attention of management and our employees. The perceived uncertainties as to our future direction due to activist actions could affect the market price of our stock, result in the loss of potential business opportunities and make it more difficult to attract and retain qualified personnel, board members and business partners.

The price of our common stock has been volatile and may fluctuate substantially.

Our common stock is listed on the NYSE and the TSX and the price for our common stock has historically been volatile. The market price of our common stock may continue to be highly volatile and may fluctuate substantially due to the following factors (in addition to the other risk factors described in this section):

- general economic conditions;
- fluctuations in our operating results;
- variance in our financial performance from the expectations of equity and/or debt research analysts;
- techniques employed by short sellers to drive down the market price of our common stock;
- conditions and trends in the markets we serve;
- additions of or changes to key employees;
- changes in market valuations or earnings of our competitors;
- trading volumes of our common stock;
- future sales of our equity securities and/or future issuances of indebtedness;
- changes in the estimation of the future sizes and growth rates of our markets; and
- legislation or regulatory policies, practices or actions.

In addition, the stock markets in general have experienced extreme price and volume fluctuations that have at times been unrelated or disproportionate to the operating performance of the particular companies affected. Technical factors in the public trading market for our common stock may produce price movements that may or may not comport with macro, industry or company-specific fundamentals, including, without limitation, the sentiment of retail investors (including as may be expressed on financial trading and other social media sites), the amount and status of short interest in our

common stock, access to margin debt and trading in options and other derivatives on our common stock. These market and industry factors may materially harm the market price of our common stock irrespective of our operating performance.

A significant or prolonged decrease in our market capitalization, including a decline in stock price, or a negative long-term performance outlook, could result in an impairment of our assets which results when the carrying value of our assets exceed their fair value.

In the past several years, our securities have been the subject of short selling. Reports and information have been published about us that we believe are mischaracterized or incorrect, and which have in the past been followed by a decline in our stock price. If there are short seller allegations in the future, we may have to expend a significant amount of resources to investigate such allegations and/or defend ourselves.

In addition, in the first quarter of 2019, we became subject to certain securities class action litigation as a result of volatility in the price of our common stock, which could result in substantial costs and diversion of management's attention and resources and could harm our stock price, business, prospects, results of operations and financial condition. See Part II, Item 1, "*Legal Proceedings*" in this Quarterly Report on Form 10-Q for additional information.

If securities or industry analysts discontinue publishing research or reports about our business, or publish negative reports about our business, our stock price and trading volume could decline.

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us, our business, our market and our competitors. We do not have any control over these analysts. If one or more of the analysts who cover us downgrade our stock or change their opinion of our stock, our stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which could cause our stock price or trading volume to decline.

Our amended and restated certificate of incorporation and our amended and restated bylaws may impede or discourage a takeover, changes in management or changes in the Board of Directors, which could reduce the market price of our common stock.

Certain provisions in our amended and restated certificate of incorporation and our amended and restated bylaws may delay or prevent a third-party from acquiring control of us, even if a change in control would be beneficial to our existing stockholders. These provisions include:

- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the exclusive right of the Board of Directors to elect a director to fill a vacancy created by the expansion of the Board of Directors or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies on the Board of Directors;
- the ability of the Board of Directors to issue shares of preferred stock and to determine the price and other terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of stockholders;
- the requirement that a special meeting of stockholders may be called only by the chairman of the Board of Directors or two or more stockholders who hold, in the aggregate, at least ten percent (10%) of the voting power of our outstanding shares, which may delay the ability of our stockholders to force consideration of a proposal or to take action, including the removal of directors;
- a supermajority vote of our stockholders to amend our amended and restated bylaws and certain provisions of our amended and restated certificate of incorporation; and

- advance notice procedures that stockholders must comply with in order to nominate candidates to the Board of Directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our business.

These provisions could impede a merger, takeover or other business combination involving us or discourage a potential acquirer from making a tender offer for our common stock, which, under certain circumstances, could reduce the market price of our common stock.

In addition, our amended and restated certificate of incorporation requires, to the fullest extent permitted by law, that derivative actions brought in our name, actions against our directors, officers and employees for breach of fiduciary duty and other similar actions may be brought only in the Court of Chancery in the State of Delaware ("Delaware Exclusive Forum Provision"). Our amended and restated bylaws further provide that the federal district courts of the United States of America will, to the fullest extent permitted by law, be the exclusive forum for resolving any complaint asserting a cause of action under the Securities Act of 1933, as amended ("Federal Forum Provision").

The Delaware Exclusive Forum Provision is intended to apply to claims arising under Delaware state law and would not apply to claims brought pursuant to the Exchange Act or the Securities Act or any other claim for which the federal courts have exclusive jurisdiction. In addition, the Federal Forum Provision is intended to apply to claims arising under the Securities Act and would not apply to claims brought pursuant to the Exchange Act. These exclusive forum provisions will not relieve us of our duties to comply with the federal securities laws and the rules and regulations thereunder and, accordingly, actions by our stockholders to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder must be brought in federal courts.

These exclusive forum provisions may limit a stockholders' ability to bring a claim in a judicial forum of its choosing for disputes with the company or its directors, officers or other employees, which may discourage lawsuits against the Company and its directors, officers and other employees. In addition, stockholders who do bring a claim in the Court of Chancery of the State of Delaware pursuant to the Delaware Exclusive Forum Provision could face additional litigation costs in pursuing any such claim, particularly if they do not reside in or near Delaware. The court in the designated forum under our exclusive forum provisions may also reach different judgments on results than would other courts, including courts where a stockholder would otherwise choose to bring the action, and such judgments or results may be more favorable to the Company than to our stockholders. Further, the enforceability of similar exclusive forum provisions in other companies' organizational documents has been challenged in legal proceedings, and it is possible that a court could find any of our exclusive forum provisions to be inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings. If a court were to find all or any part of our exclusive forum provisions to be inapplicable or unenforceable in an action, we might incur additional costs associated with resolving such action in other jurisdictions.

There can be no assurance that we will continue to pay dividends on our common stock.

Our Board of Directors significantly reduced our dividends in the first quarter of 2019. Although our Board of Directors has historically declared a quarterly cash dividend which we have paid, the payment of future dividends is subject to a number of risks and uncertainties, and we may not pay quarterly dividends in the same amounts or at all in the future. The declaration, amount and timing of cash dividends are subject to capital availability and determinations by our Board of Directors that such dividends are in the best interest of our stockholders and are in compliance with all respective laws and applicable agreements. Our ability to pay dividends will depend upon, among other factors, our cash balances and potential future capital requirements for strategic transactions, including acquisitions, debt service requirements, results

of operations, financial condition and other factors that our Board of Directors may deem relevant. The elimination of our dividend payments and/or our dividend program could have a negative effect on our stock price.

Risks Related to Legal and Regulatory Matters

Our operations in the U.S. government market are subject to significant regulatory risk.

Our operations in the U.S. government market are subject to significant government regulation. A failure by us to maintain the relevant clearances and approvals could limit our ability to operate in the U.S. market. Further, there can be no assurance that we will continue to be awarded contracts by the U.S. government. In addition, a failure by us to keep current and compliant with relevant U.S. regulations could result in fines, penalties, repayments, or suspension or debarment from U.S. government contracting or subcontracting for a period of time and could have an adverse effect on our standing and eligibility for future U.S. government contracts.

Failure to comply with the requirements of the National Industrial Security Program Operating Manual could result in interruption, delay or suspension of our ability to provide our products and services, and could result in loss of current and future business with the U.S. government.

We and our subsidiaries are parties to certain contracts with various departments and agencies of the U.S. government, including the U.S. Department of Defense, which require that certain of our legal entities be issued facility security clearances under the National Industrial Security Program. The National Industrial Security Program requires that a corporation maintaining a facility security clearance be effectively insulated from foreign ownership, control or influence (“FOCI”). Prior to the U.S. Domestication, we were incorporated under the laws of Canada, and had entered into a Security Control Agreement, dated January 26, 2017, by and among us, our wholly owned subsidiary, Maxar Technologies Holdings Inc. and the U.S. Department of Defense (“SCA”), as a suitable FOCI mitigation arrangement under the National Industrial Security Program Operating Manual. Upon U.S. Domestication, the SCA was dissolved and we entered into a Board Resolution to mitigate remaining FOCI risks as seen by the U.S. government. Failure to maintain an agreement with the U.S. Department of Defense regarding the appropriate FOCI mitigation arrangement could result in invalidation or termination of the facility security clearances, which in turn would mean that our U.S. subsidiaries would not be able to enter into future contracts with the U.S. government requiring facility security clearances, and may result in the loss of the ability of those subsidiaries to complete existing contracts with the U.S. government.

Our business is subject to various regulatory risks that could adversely affect our operations.

The environment in which we operate is highly regulated due to the sensitive nature of our complex and technologically advanced systems, including satellites, products, hardware and software, in addition to those regulations broadly applicable to publicly listed corporations. There are numerous regulatory risks that could adversely affect operations, including but not limited to:

- **Changes in laws and regulations.** It is possible that the laws and regulations governing our business and operations will change in the future. A substantial portion of our revenue is generated from customers outside of the U.S. There may be a material adverse effect on our financial condition and results of operations if we are required to alter our business to comply with changes in both domestic and foreign regulations, telecommunications standards, foreign policy, tariffs or taxes and other trade barriers that reduce or restrict our ability to sell our products and services on a global basis, or by political and economic instability in the countries in which we conduct business. Any failure to comply with such regulatory requirements could also subject us to various fines, penalties or sanctions.
- **Export Restrictions.** Certain of our businesses and satellites, systems, products, services or technologies we have developed require the implementation or acquisition of products or technologies from third parties, including those in other jurisdictions. In addition, certain of our satellites, systems, products or technologies may be required to be forwarded or exported to other jurisdictions. In certain cases, if the use of the technologies can be viewed by the jurisdiction in which that supplier or subcontractor resides as being subject

to export constraints or restrictions relating to national security, we may not be able to obtain the technologies and products that we require from suppliers or subcontractors who would otherwise be our preferred choice or may not be able to obtain the export permits necessary to transfer or export our technology. To the extent that we are able, we obtain pre-authorization for re-export prior to signing contracts which oblige us to export subject technologies, including specific foreign government approval as needed. In the event of export restrictions, we may have the ability through contract force majeure provisions to be excused from our obligations. Notwithstanding these provisions, the inability to obtain export approvals, export restrictions or changes during contract execution or non-compliance by our customers could have an adverse effect on our revenues and margins.

- **U.S. Government Approval Requirements.** For certain aspects of our business operations, we are required to obtain U.S. government licenses and approvals to enter into agreements or engage in commercial transactions with various end users (including government bodies) in order to export satellites and related equipment, disclose technical data or provide defense services to foreign persons. The delayed receipt of or the failure to obtain the necessary U.S. government licenses, approvals and agreements may prohibit entry into or interrupt the completion of contracts which could lead to a customer's termination of a contract for default, monetary penalties and/or the loss of incentive payments.
- **Competitive Impact of U.S. Regulations on Satellite Sales.** Some of our customers and potential customers, along with insurance underwriters and brokers, have asserted that U.S. export control laws and regulations governing disclosures to foreign persons excessively restrict their access to information about the satellite during construction and on-orbit. Office of Foreign Assets Control ("OFAC") sanctions and requirements may also limit certain business opportunities or delay or restrict our ability to contract with potential foreign customers or operators. To the extent that our non-U.S. competitors are not subject to OFAC or similar export control or economic sanctions laws and regulations, they may enjoy a competitive advantage with foreign customers, and it could become increasingly difficult for the U.S. satellite manufacturing industry, including us, to recapture this lost market share. Customers concerned over the possibility that the U.S. government may deny the export license necessary for us to deliver their purchased satellite to them, or the restrictions or delays imposed by the U.S. government licensing requirements, even where an export license is granted, may elect to choose a satellite that is purportedly free of International Traffic in Arms Regulations ("ITAR") offered by a non-U.S. supplier. We are further disadvantaged by the fact that a purportedly "ITAR-free" satellite may be launched less expensively in China on the Chinese Long March rocket, a launch vehicle that, because of ITAR restrictions, is not available to us.
- **Anti-Corruption Laws.** As part of the regulatory and legal environments in which we operate, we are subject to global anti-corruption laws that prohibit improper payments directly or indirectly to government officials, authorities or persons defined in those anti-corruption laws in order to obtain or retain business or other improper advantages in the conduct of business. Our policies mandate compliance with anti-corruption laws. Failure by our employees, agents, subcontractors, suppliers and/or partners to comply with anti-corruption laws could impact us in various ways that include, but are not limited to, criminal, civil and administrative fines and/or legal sanctions and the inability to bid for or enter into contracts with certain entities, all of which could have a significant adverse effect on our reputation, operations and financial results.

Changes in tax law, in our tax rates or in exposure to additional income tax liabilities or assessments may materially and adversely affect our financial condition, results of operations and cash flows.

Changes in law and policy relating to taxes, including those with retroactive effect, may materially and adversely affect our financial condition, results of operations and cash flows. For example, the Administration and Congress could make changes to existing tax law, such as increasing the corporate tax rate and enacting a minimum tax on worldwide book income. We continue to monitor tax law developments and assess the impact on the Company.

The U.S. enacted the Tax Cuts and Jobs Act of 2017 ("2017 Tax Act") on December 22, 2017, which significantly changed the U.S. federal income taxation of U.S. corporations. The 2017 Tax Act remains unclear in many respects and has been, and may continue to be, the subject of amendments and technical corrections, as well as interpretations and

implementing regulations by the Treasury and IRS, which have mitigated or increased certain adverse impacts of the 2017 Tax Act and may continue to do so in the future.

Our ability to use our U.S. federal and state net operating loss carryforwards and certain other tax attributes may be limited.

As of December 31, 2021, we had approximately \$520 million, \$874 million and \$12 million of federal, state and foreign net operating loss (“NOL”) carryforwards and \$83 million of U.S. tax credit carryforwards primarily related to research and development expenditures, net of unrecognized tax benefits.

Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (“Code”), if a corporation undergoes an “ownership change,” the corporation’s ability to use its pre-change U.S. federal NOL carryforwards and other tax attributes (such as research tax credits) to offset its post-change income and taxes may be limited. In general, an “ownership change” occurs if there is a greater than 50 percentage point change (by value) in a corporation’s equity ownership by certain stockholders over a rolling three-year period. Similar provisions of state tax law may also apply to limit our use of accumulated state tax attributes. While we do not believe that we have experienced ownership changes in the past that would materially limit our ability to utilize our NOL carryforwards, the Section 382 rules are complex and there is no assurance our view is correct. In the event that we experience ownership changes in the future, our ability to use pre-change NOL carryforwards and other tax attributes to offset post-change taxable income will be subject to limitations. As a result, we may be unable to use a material portion of our NOL carryforwards and other tax attributes, which could adversely affect our future cash flows.

Our operations are subject to governmental law and regulations relating to environmental matters, which may expose us to significant costs and liabilities that could negatively impact our financial condition.

We are subject to various federal, state, provincial and local environmental laws and regulations relating to the operation of our businesses, including those governing pollution, the handling, storage, disposal and transportation of hazardous substances and the ownership and operation of real property. In addition, we could be affected by future regulations imposed in response to concerns over climate change, other aspects of the environment or natural resources. We have been designated, along with other companies, as a named discharger potentially responsible for the cleanup of groundwater contamination at certain sites in California where we operate and there can be no assurance that the previous owners of those properties strictly complied with such environmental laws and regulations. Such laws and regulations may result in significant liabilities and costs to us due to the actions or inactions of the previous owners. In addition, new laws and regulations, more stringent enforcement of existing laws and regulations or the discovery of previously unknown contamination could result in additional costs.

We have incurred and will continue to incur increased costs and demands in order to comply with laws and regulations applicable to public companies.

In January 2019, we became a “domestic issuer” for SEC reporting purposes and a reporting issuer in each of the jurisdictions in Canada in which Maxar Canada was a reporting issuer. The obligations of being a public company in the U.S. and Canada require significant expenditures and will place significant demands on our management and other personnel, including costs resulting from public company reporting obligations under the U.S. Securities Exchange Act of 1934, as amended, applicable Canadian securities laws, and the rules and regulations regarding corporate governance practices, including those under the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the listing requirements of the NYSE and the TSX. These rules require that we maintain effective disclosure and financial controls and procedures, internal control over financial reporting and changes in corporate governance practices, among many other complex rules that are often difficult to monitor and maintain compliance with. Additionally, new standards, as well as investor expectations are developing around environmental, social and governance matters (“ESG”) and other emerging socioeconomic trends and matters, which require continual monitoring and compliance. Our management and other personnel will continue to devote a substantial amount of time to ensure compliance with all of these requirements and to keep pace with new regulations, otherwise we may fall out of

compliance and risk becoming subject to reputational damage, litigation or being delisted, among other potential problems.

Our international business exposes us to risks relating to regulation, currency fluctuations and political or economic instability in foreign markets, which could adversely affect our revenue, earnings, cash flows and our financial condition.

A significant portion of our revenue is derived from non-U.S. sales, and we intend to continue to pursue international contracts. International operations are subject to certain risks, such as: changes in domestic and foreign governmental regulations and licensing requirements; deterioration of relations between the U.S. and/or a particular foreign country; increases in tariffs and taxes and other trade barriers; foreign currency fluctuations; changes in political and economic stability both in the U.S. and internationally; effects of austerity programs or similar significant budget reduction programs; potential preferences by prospective customers to purchase from local (non-U.S.) sources; difficulties in obtaining or enforcing judgments in foreign jurisdictions; and unforeseen developments and conditions, including war, epidemics and pandemics and international tensions and conflicts.

In addition, our international contracts may include industrial cooperation agreements requiring specific in-country purchases, investments, manufacturing agreements or other financial obligations, known as offset obligations, and provide for penalties if we fail to meet such requirements. The impact of these factors is difficult to predict, but one or more of them could adversely affect our financial position, results of operations, or cash flows.

Exposure to United Kingdom political developments, including the effect of its withdrawal from the European Union, could be costly and difficult to comply with and could harm our business.

Our United Kingdom operations service customers in the United Kingdom as well as in other countries in the European Union, and these operations continue to face risks and potential disruptions related to the withdrawal of the United Kingdom from the European Union, commonly referred to as “Brexit.”. Although the United Kingdom and the European Union have entered into a trade and cooperation agreement, the long-term nature of the United Kingdom’s relationship with the European Union remains unclear. For example, Brexit could lead to potentially divergent laws and regulations, such as with respect to data protection and data transfer laws, that could lead to uncertainty surrounding how data transfers will be regulated and could also be costly and difficult to comply with. While we continue to monitor these developments, the full effect of Brexit on our operations is uncertain and our business could be harmed by trade disputes or political differences between the United Kingdom and the European Union in the future.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

The exhibits listed in the Exhibit Index are filed with, or incorporated by reference in, this Form 10-Q.

[Table of Contents](#)

EXHIBIT INDEX						
Exhibit No.	Exhibit Description	Incorporated by Reference				Filed or Furnished Herewith
		Form	SEC File No.	Exhibit	Filing Date	
3.1	Amended and Restated Certificate of Incorporation of Maxar Technologies Inc., as filed with the Delaware Secretary of State.	8-K	001-38228	3.1	1/2/2019	
3.2	Second Amended and Restated Bylaws of Maxar Technologies Inc.	8-K	001-38228	3.1	10/29/2020	
4.1	Indenture, dated as of June 14, 2022, among the Company, the guarantors party thereto and Wilmington Trust, National Association, as trustee and notes collateral agent.	8-K	001-38228	4.1	6/14/2022	
10.1#	Contract by and between Maxar Intelligence Inc. and the National Reconnaissance Office					X
10.2	Form of Performance Stock Unit Award Grant Notice – 2022					X
10.3	Second Amended and Restated Credit Agreement, dated as of June 14, 2022, among the Company, Royal Bank of Canada, as administrative agent and collateral agent, and the lenders from time to time party thereto.	8-K	001-38228	10.1	06/14/2022	
31.1	Certification of the Company's Chief Executive Officer, Daniel L. Jablonsky, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
31.2	Certification of the Company's Chief Financial Officer, Biggs C. Porter, pursuant to Section 302 of the Sarbanes-Oxley Act of					X



[Table of Contents](#)

Exhibit No.	Exhibit Description	Incorporated by Reference				Filed or Furnished Herewith
		Form	SEC File No.	Exhibit	Filing Date	
32.1†	Certification of the Company's Chief Executive Officer, Daniel L. Jablonsky, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X
32.2†	Certification of the Company's Chief Financial Officer, Biggs C. Porter, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X
101	The following financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2022, formatted in Inline XBRL: (i) Unaudited Condensed Consolidated Statements of Operations, (ii) Unaudited Condensed Consolidated Statements of Comprehensive Income, (iii) Unaudited Condensed Consolidated Balance Sheets, (iv) Unaudited Condensed Consolidated Statements of Cash Flows, (v) Consolidated Statements of Cash Flows, (vi) Unaudited Condensed Consolidated Statements of Changes in Stockholders' Equity, and (vii) Notes to the Unaudited Condensed Consolidated Financial Statements					X
104	Cover Page Interactive Data File – The cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the inline XBRL document					

† Furnished herewith.

Certain portions of this exhibit have been redacted in compliance with Item 601(b)(10) of Regulation S-K.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

August 9, 2022

Maxar Technologies Inc.

By: /s/ Daniel L. Jablonsky
Daniel L. Jablonsky
Chief Executive Officer
(Principal Executive Officer and Duly Authorized Officer)

By: /s/ Biggs C. Porter
Biggs C. Porter
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

*** denotes certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is both (i) not material and (ii) the type that the Registrant treats as private or confidential.

UNCLASSIFIED[***]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 of 77
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	
		5. PROJECT NO. (If applicable)	
6. ISSUED BY [***] [***] [***] [***]	CODE [***]	7. ADMINISTERED BY (If other than Item 6) See Block 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MAXAR INTELLIGENCE INC. WESTMINSTER CO 80234		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. [***]22-C-0246 10B. DATED (SEE ITEM 13) 05/23/2022	
CODE	FACILITY CODE		

II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the *offer* submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Addenda:

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
<input checked="" type="checkbox"/> (X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print) [***]	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [***]	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) [***]	15C. DATE SIGNED [***]	16C. DATE SIGNED [***]

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

*** denotes certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is both (i) not material and (ii) the type that the Registrant treats as private or confidential.

UNCLASSIFIED***

P00002
***22-C-0246

Page 2 of 77
UNCLASSIFIED***

*** denotes certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is both (i) not material and (ii) the type that the Registrant treats as private or confidential.

UNCLASSIFIED***]

1. (U) Type of Contract and Total Contract Value

(U) The Contractor shall, in accordance with the terms and conditions set forth herein, furnish the necessary qualified personnel, services, travel, facilities and materials (except those specifically designed to be provided by the Government) and do all things necessary and incidental to complete the contractual effort in accordance with the Statement of Work.

(U) Toe total current contract value is **\$1,500,050,000.00**

All tables in this clause containing CLIN element values and totals are classified as (U).

(U) CLIN 0001, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) Imagery Subscription

Firm Fixed Price	\$1,500,000,000.00
Total	\$1,500,000,000.00

		Quantity	Unit Price	Units	Total
0001AA	(U) Imagery Subscription (This is a 5 year base of all minimums – Foundation, Intel Points, SWIR, NEI, NTI and TDL as well as Package 1. In addition, the CLIN extensions for CLIN1AA include all minimums – Foundation, Intel Points, SWIR, NEI, NTI and TDL as 1 year options.	1	\$1,500,000,000.00	Each	\$1,500,000,000.00
***]	***]	***]	***]	***]	***]
***]	***]	***]	***]	***]	***]

(U) The total value of Contract Line Item 001, and any modifications thereto are shown below:

	Firm Fixed Price	Total
BASIC	\$1,500,000,000.00	\$1,500,000,000.00

(U) CLIN 002, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) Studies

Firm Fixed Price	***]
Total	***]

		Quantity	Unit Price	Units	Total
0002AA	(U) Studies	1	***]	***]	***]

UNCLASSIFIED***]

(U) The total value of Contract Line Item 0002, and any modifications thereto are shown below:

***]

(U) CLIN 0003 (Option), as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) RESERVED – Ad Hoc

(U) CLIN0004 (Option), as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) RESERVED – ***]

(U) CLIN0005 (Option), as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) ***]

(U) CLIN0006, as identified in this contract and in the total estimated amounts set forth below, is NSP as described in the description below.

Description: (U) Not Separately Priced

2 (U) Statement of Work

(U) The Government's Statement of Work listed below is incorporated by reference and made part of this contract as Attachment #1 as listed in the Incorporation of Attachments and Exhibits clause:

The following table in this clause is classified as (U).

Statements of Work	Title	Date
(U) E.O. Commercial Layer	SOW	5/11/2022

3 (U) Packaging and Marking

(U) Packaging and marking of deliverable items called for hereunder shall be in accordance with:

(U) (1) the Contractors best commercial practice and

(U) (2) any delineated requirements in the Statement of Work required to insure safe arrival at the destination.

UNCLASSIFIED[***]

4 (U) Packaging and Marking

(U) Packaging and marking of deliverable items called for hereunder shall be in accordance with:

(U) (1) the Contractors best commercial practice;

(U) (2) any delineated requirements in the Statement of Work required to insure safe arrival at the destination; and

(U) (3) in accordance with appropriate security requirements

[***]

6 (U) Ship to Address

[***]

7 52.247-34 (U) F.O.B. Destination (NOV 1991)

(U) This clause is applicable to CLIN(s): **All CLINs.**

(U) (a) The term "F.O.B. destination." As used in this clause, means --

(U) (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, Warehouse, store, lot, or other location to which shipment can be made) is located; and

(U) (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement") as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(U)(b) The Contractor shall --

(U)(1)(i) Pack and mark the shipment to comply with contract specifications; or

*** denotes certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is both (i) not material and (ii) the type that the Registrant treats as private or confidential.

UNCLASSIFIED***]

(U)(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(U)(2) Prepare and distribute commercial bills of lading;

(U)(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(U)(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(U)(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(U)(6) Pay and bear all charges to the specified point of delivery.

8 ***]

9 (U) GOVERNMENT POINTS OF CONTACT

The following table in this clause is classified as (U).

Title	Name	Phone Number
***]	***]	***]

P00002

***]22-C-0246

[***] denotes certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is both (i) not material and (ii) the type that the Registrant treats as private or confidential.

UNCLASSIFIED[***]

10 (U) Accounting and Appropriation Data

The following table in this clause is classified as (U).

[***]

11 (U) CLIN Obligation and Value Summary

The following table in this clause is classified as (U).

SUMMARY TOTAL OBLIGATED AND TOTAL VALUE BY CLIN		
CLIN	Dollars Obligated	Total CLIN Value
0001AA	[***]	\$1,500,000,000.00
0001		<i>\$1,500,000,000.00</i>

[***]



*** denotes certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is both (i) not material and (ii) the type that the Registrant treats as private or confidential.

UNCLASSIFIED***]

PAGES 8-23 ARE MARKED ***] IN THEIR ENTIRETY

P00002

***]22-C-0246

Page 8-23 of 77
UNCLASSIFIED***]

***] denotes certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is both (i) not material and (ii) the type that the Registrant treats as private or confidential.

UNCLASSIFIED***]

***]

Number	Title
52.203-16	(U) Preventing Personal Conflicts of Interest (JUN 2020)
52.204-4	(U) Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.222-35	(U) Equal Opportunity for Veterans (JUN 2020)
52.222-36	(U) Equal Opportunity for Workers with Disabilities (JUN 2020)
52.222-37	(U) Employment Reports on Veterans (JUN 2020)
52.223-13	(U) Acquisition of EPEAT-Registered Imaging Equipment (JUN 2014)
52.224-1	(U) Privacy Act Notification (APR 1984)
52.224-2	(U) Privacy Act (APR 1984)
52.224-3	(U) Privacy Training (JAN 2017)
52.225-8	(U) Duty-Free Entry (OCT 2010)
52.227-1	(U) Authorization and Consent (JUN 2020)
52.227-2	(U) Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)
52.228-5	(U) Insurance – Work on a Government Installation (Jan 1997)
52.232-39	(U) Unenforceability of Unauthorized Obligations (JUN 2013)
52.237-2	(U) Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3	(U) Continuity of Services (JAN 1991)
52.242-13	(U) Bankruptcy (JUL 1995)
52.242-15	(U) Stop-Work Order (AUG 1989)
52.246-4	(U) Inspection of Services – Fixed-Price (AUG 1996)

***]

P00002

***]22-C-0246

Page 24 of 77
UNCLASSIFIED***]

*** denotes certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is both (i) not material and (ii) the type that the Registrant treats as private or confidential.

UNCLASSIFIED***]

Number	Title
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]
***]	***]

19 52.203-13 (U) Contractor Code of Business Ethics and Conduct (NOV 2021)

(U) (a) *Definitions*. As used in this clause

(U) *Agent* means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

(U) *Full cooperation* (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors and investigators request for documents and access to employees with information.

(U) (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require

(U)(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(U)(ii) Any officer, director, owner or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(U)(3) Does not restrict a Contractor from

(U) (i) Conducting an internal investigation; or

UNCLASSIFIED[***]

(U)(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(U) *Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(U) *Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

(U) *Subcontractor* means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

(U) *United States*, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(U) (b) *Code of business ethics and conduct*. (1) Within 30 days after contract award, unless the Contracting Officer established a longer time period, the Contractor shall –

(U)(i) Have a written code of business ethics and conduct;

(U)(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(U)(2) The Contractor shall

(U)(i) Exercise due diligence to prevent and detect criminal conduct; and

(U)(ii) Otherwise promote an organizational culture that encourages ethical conduct and commitment to compliance with the law.

(U)(3)(i) The Contractor shall timely disclose, in writing, to the agency Officer of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of the contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed

(U)(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(U)(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(U)(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked confidential or proprietary by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(U)(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple

UNCLASSIFIED[***]

agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(U)(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product of commercial service as defined at FAR 2.101. The Contractor shall establish within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(U)(1) An ongoing business ethics awareness and compliance program.

(U)(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractors standard and procedures and other aspects of the Contractors business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individuals respective roles and responsibilities.

(U)(ii) The training conducted under this program shall be provided to the Contractors principals and employees, and as appropriate, the Contractors agents and subcontractors.

(U)(2) An internal control system.

(U)(1) The Contractors internal control system Shall –

(U)(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(U)(B) Ensure corrective measures are promptly instituted and carried out.

(U)(ii) At a minimum, the Contractors internal control system should provide for the following –

(U)(A) Assignments of responsibility at a sufficiently high lever and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(U)(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractors code of business ethics and conduct

(U)(C) Periodic reviews of company business practices, procedures, policies , and internal controls for compliance with the Contractors code of business ethics and conduct and the special requirements of Government contracting:

(U)(1) Monitoring and auditing to detect criminal conduct;

(U)(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

UNCLASSIFIED[***]

(U)(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(U)(D) An internal reporting mechanism, such as a hotline, with allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(U)(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(U)(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733)

(U)(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(U)(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies contracting officers.

(U)(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(U)(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(U)(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

UNCLASSIFIED***]

(U)(d) *Subcontracts*. (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(U)(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Officer of the Inspector General, with a copy to the Contracting Officer.

(End of Clause)

20 52.204-21 (U) Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

(U)(a) *Definitions. As used in this clause –*

(U) *Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

(U) *Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

(U) *Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

(U) *Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

(U) *Safeguarding* means measures or controls that are prescribed to protect information systems.

(U)(b) *Safeguarding requirements and procedures.*

(U)(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(U)(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(U)(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(U)(iii) Verify and control/limit connections to and use of external information systems.

(U)(iv) Control information posted or processed on publicly accessible information systems.

(U)(v) Identify information system users, processes acting on behalf of users, or devices.

(U)(vi) Authenticate (or verify) the identities of those users processes, or devices, as a prerequisite to allowing access to organizational information systems.

UNCLASSIFIED[***]

- (U)(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (U)(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (U)(ix) Escort visitor and monitor visitor activity; maintain logs of physical access; and control and manage physical access devices.
- (U)(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (U)(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (U)(xii) Identify, report, and correct information and information system flaws in a timely manner.
- (U)(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (U)(xiv) Update malicious code protection mechanisms when new releases are available.
- (U)(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(U)(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(U)(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

21 52.212-5 Alternate 3 (U) Contract Terms and Conditions Required to Implement Statutes or Executive Order – Commercial Items (SEP 2021) (Alternate III)(DEC 2021)

(U)(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions or commercial items:

- (U) (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreement or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (U)(2) 52.209-10, Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)
- (U)(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553)
- (U)(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct. 2004) (**Public Laws** 108-77, 108-78) (19 U.S.C. 3805 note).

(U)(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporation in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

UNCLASSIFIED[***]

(U)X(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(U)X(2) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 2020) (31 U.S.C. 6101 note).

(U)X (3) 52.222-3, Convict Labor (June 2003) (E.O. 11755)

(U)X (4) 52.222-21, Prohibition of Segregated Facilities (Apr. 2015).

(U)X (5) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246)

(U)X (6) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212)

(U)X(7) 52.222-36, Equal Opportunities for Workers with Disabilities (JUN 2020) (29. U.S.C. 793)

(U)X (8) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212)

(U)X (9) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec. 2010) (E.O. 13496).

(U)X(10) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(U)X(11) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(U)X(12) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.s, proclamations, and statues administered by the Office of Foreign Assets Control of the Department of the Treasury).

(U)X(13) 52.232-34, Payment by Electronic Funds Transfer—Other than Systems for Award Management (Jul 2013) (31 U.S.C. 3332).

(U)(c) Other clauses included in the By Ref clause list in the basic version of 52.212-5 and its Alternates may be identified as included By Ref clauses in addendum to this contract.

(U)(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) of this contract was awarded using other than as sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records – Negotiation.

(U)(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(U)(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the

UNCLASSIFIED[***]

other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(U)(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(U)(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraphs (1) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(U)(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)

(U)(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(U)(iii) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(U)(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015)

(U)(v) 52.222-26, Equal Opportunity (SEPT 2015) (E.O. 11246).

(U)(vi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(U)(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(U)(viii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(U)(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(U)(x) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(U)(xi) (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

UNCLASSIFIED[***]

(U)(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014)(41.U.S.C. chapter 67).

(U)(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements (MAY 2014)(41.U.S.C. chapter 67).

(U)(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(U)(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(U)(xvi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017)(E.O. 13706).

(U)(xvii)(A) 52.224-3, Privacy Training (Jan 2017)(5 U.S.C. 552a)
(B) Alternate I (Jan 2017) of 52.224-3

(U)(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(U)(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JAN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U)(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(U)(2) While note required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

22 52.217-8 (U) Option to Extend Services (NOV 1999)

(U) The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **6 months**.

23 52.222-19 (U) Child Labor – Cooperation with Authorities and Remedies (JAN 2022)

(U)(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced or manufactured in

(U)(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(U)(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

UNCLASSIFIED***]

(U)(3) Mexico, and the anticipated value of the acquisition is \$92,319 or more; or

(U)(4) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is \$183,000 or more.

(U)(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regrading Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(U)(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

(U)(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(U)(2) The Contractor has failed to cooperate, if require, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(U)(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(U)(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(U)(d) *Remedies.*

(U)(1) The Contracting Officer may terminate the contract.

(U)(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(U)(3) The daring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

24 52.222-54 (U) Employment Eligibility Verification (MAY 2022)

(U)(a) *Definitions.* As used in this clause

UNCLASSIFIED[***]

Commercially available off-the-shelf (COTS) item –

(U)(1) Means any item of supply that is –

(U)(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101;

(U)(ii) Sold in substantial quantities in the commercial marketplace; and

(U)(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(U)(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), bulk cargo means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

(U) *Employee assigned to the contract* means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee

(U) (1) Normally performs support work, such as indirect or overhead functions; and

(U) (2) Does not perform any substantial duties applicable to the contract.

(U) *Subcontract* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(U) *United States*, as defined in 8. U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam or the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands.

(U)(b) *Enrollment and verification requirements.* (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall

(U)(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(U) (ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

UNCLASSIFIED[***]

(U)(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employees assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(U)(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

(U)(i) *All new employees.* (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (B)(3) of this section); or

(U)(B) *Enrolled less than 9- calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(U)(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b) (4) of this section).

(U)(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(U)(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(U)(i) Enrollment in the E-Verify program; or

(U)(ii) Notification to E-Verify Operations of the Contractors decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(U)(5) The Contractor shall comply, for the period of performance of this contract with the requirements of the E-Verify program MOU.

(U)(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractors MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(U)(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this

UNCLASSIFIED[***]

clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(U)(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-Verify.gov>.

(U)(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(U)(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(U)(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(U)(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(U)(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that

(U)(1) *Is for-* (i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(U)(ii) Construction;

(U)(2) Has a value of more than \$3,500; and

(U)(3) Includes work performed in the United States.

(End of clause)

25 52.225-1 (U)Buy American-Supplies (NOV 2021)

(U)(a) *Definitions*. As used in this clause –

(C) *Commercially available off-the-shelf (COTS) item* –

(U)(1) Means any item of supply (including construction material) that is –

(U)(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101;

(U)(ii) Sold in substantial quantities in the commercial marketplace; and

(U)(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(U)(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

UNCLASSIFIED[***]

(U) *Component* means any item supplied to the Government as part of an end item of another component.

(U) *Cost of components* means –

(U)(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(U)(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

(U) *Domestic end product* means –

(U)(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both –

(U)(i) An unmanufactured end product mined or produced in the United States;

(U)(ii) An end product manufactured in the United States, if –

(U)(A) the cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(U)(B) The end product is a COTS item; or

(U)(2) For an end product that consists wholly or predominately of iron and steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of “cost of components”.

(U) *End product* means supplies delivered under a line item of a Government contract.

(U) *Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

(U) *Foreign end product* means an end product other than a domestic end product.

(U) *Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving

UNCLASSIFIED***]

Refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

(U)*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of all iron or steel components excluding COTS fasteners.

(U)*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

(U)*United States* means the 50 States and the District of Columbia, and outlying areas.

(U)(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominately of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(U)(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(U)(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

26 52.232-40 (U) Providing Accelerated Payments to Small Business Subcontractors (NOV 2021)

(U)(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(U)(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(U)(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

27 52.244-2 (U) Subcontracts (JUN 2020)

(U)(a) *Definitions*. As used in this clause –

(U) Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

UNCLASSIFIED***]

(U) Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

(U) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but it not limited to, purchase orders, and changes and modifications to purchase orders.

(U)(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(U)(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that –

(U)1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(U)2) Is fixed-price and exceeds –

(U)(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(U)(ii) For a contract awarded by a civilian agency other than , the Coast Guard, or the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

(U)(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None

(U)(e)

(U)1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(U)(i) A description of the supplies or services to be subcontracted.

(U)(ii) Identification of the type of subcontract to be used.

(U)(iii) Identification of the proposed subcontractor.

(U)(iv) The Proposed subcontract price.

(U)(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(U)(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(U)(vii) A negotiation memorandum reflecting –

(U)(A) The principal elements of the subcontract price negotiation;

(U)(B) The most significant considerations controlling establishment of initial or revised prices;

(U)(C) The reason certified cost or pricing data were or were not required.

UNCLASSIFIED***]

(U)(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(U)(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(U)(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(U)(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(U)2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(U)(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the contractor's purchasing system shall constitute a determination –

(U)1) Of the acceptability of any subcontract terms or conditions;

(U)2) Of the allowability of any cost under this contract; or

(U)3) To relieve the Contractor of any responsibility for performing this contract.

(U)(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in paragraph 15.404-4(c)(4)(i).

(U)(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(U)(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(U)(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontract, which were evaluated during negotiations:

None

28 ***]

P00002

***]22-C-0246

*** denotes certain information in this document has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such excluded information is both (i) not material and (ii) the type that the Registrant treats as private or confidential.

UNCLASSIFIED***]

PAGES 42-77 ARE MARKED ***] IN THEIR ENTIRETY

P00002

***]22-C-0246

Page 42-77 of 77
UNCLASSIFIED***]

**MAXAR TECHNOLOGIES INC.
2019 INCENTIVE AWARD PLAN**

**PERFORMANCE STOCK UNIT AWARD GRANT NOTICE
(2022 AWARD)**

Maxar Technologies Inc., a Delaware corporation, (the “Company”), pursuant to its 2019 Incentive Award Plan, as amended from time to time (the “Plan”), hereby grants to the holder listed below (the “Participant”), an award of performance stock units (“Performance Stock Units” or “PSUs”). Each vested Performance Stock Unit represents the right to receive, in accordance with the Performance Stock Unit Award Agreement attached hereto as Exhibit A (the “Agreement”), a share of Common Stock (each, a “Share”) based on the Company’s achievement of certain performance goals. This award of Performance Stock Units is subject to all of the terms and conditions set forth herein and in the Agreement and the Plan, each of which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Performance Stock Unit Award Grant Notice (the “Grant Notice”) and the Agreement.

Participant: _____

Grant Date: _____

Target Number of PSUs: _____

Maximum Number of PSUs: The maximum number of Shares that may be issued in respect of the PSUs is two times the Target Number of PSUs set forth above.

Vesting Schedule: Subject to Sections 2.3 and 2.5 of the Agreement, the number of PSUs subject to this award that vest shall be determined as provided in Exhibit B.

Termination of PSUs: Except as set forth in the Agreement, if the Participant experiences a Termination of Service prior to the third anniversary of the Grant Date, all PSUs subject to this award will thereupon be automatically forfeited by the Participant without payment of any consideration therefor. In addition, as of the end of each Performance Period (as defined in Exhibit B), the portion of the Target Number of PSUs corresponding to that Performance Period that do not become eligible to vest (subject to the requirement of continued service) in accordance with Exhibit B based on performance for that Performance Period will be automatically forfeited by the Participant without payment of any consideration therefor.

By his or her signature and the Company’s signature below, the Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. The Participant has reviewed the Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Agreement and the Plan. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement. In addition, by signing below, the Participant also agrees that the Company, in its sole discretion, may satisfy any withholding obligations in accordance with Section 2.6(b) of the Agreement by (i) withholding shares of Common Stock otherwise issuable to the Participant upon vesting of the PSUs, (ii) instructing a broker on the Participant’s behalf to sell shares of Common Stock otherwise issuable to the Participant upon vesting of the PSUs and submit the proceeds of such sale to the Company, or (iii) using any other method permitted by Section 2.6(b) of the Agreement or the Plan.

MAXAR TECHNOLOGIES INC.:

PARTICIPANT:

By: _____
Print Name: _____
Title: _____
Address: _____

PARTICIPANT:

By: _____
Print Name: _____
Address: _____

EXHIBIT A
TO PERFORMANCE STOCK UNIT AWARD GRANT NOTICE
PERFORMANCE STOCK UNIT AWARD AGREEMENT
(2022 AWARD)

Pursuant to the Performance Stock Unit Award Grant Notice (the “Grant Notice”) to which this Performance Stock Unit Award Agreement (this “Agreement”) is attached, Maxar Technologies Inc., a Delaware corporation (the “Company”), has granted to the Participant the number of performance stock units (“Performance Stock Units” or “PSUs”) set forth in the Grant Notice under the Company’s 2019 Incentive Award Plan, as amended from time to time (the “Plan”). Each Performance Stock Unit represents the right to receive a share of Common Stock (each, a “Share”) based on the Company’s achievement of certain performance goals. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and Grant Notice.

ARTICLE I.

GENERAL

1.1 Incorporation of Terms of Plan. The PSUs are subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

ARTICLE II.

GRANT OF PERFORMANCE STOCK UNITS

2.1 Grant of PSUs. Pursuant to the Grant Notice and upon the terms and conditions set forth in the Plan and this Agreement, effective as of the Grant Date set forth in the Grant Notice, the Company hereby grants to the Participant an award of PSUs under the Plan in consideration of the Participant’s past and/or continued employment with or service to the Company or any Subsidiaries and for other good and valuable consideration.

2.2 Unsecured Obligation to PSUs. Each PSU constitutes the right to receive a number of Shares, as determined in accordance with Section 2.3 and 2.6 below. Unless and until the PSUs have vested in the manner set forth in Article 2 hereof, the Participant will have no right to receive Common Stock under any such PSUs. Prior to actual payment of any vested PSUs, such PSUs will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

2.3 Vesting Schedule; Change in Control.

(a) Subject to Section 2.5 hereof, the PSUs shall vest and become nonforfeitable on the third anniversary of the Grant Date with respect to the applicable portion thereof in accordance with the Grant Notice, Exhibit B to the Grant Notice, and this Section 2.3.

(b) Notwithstanding Section 2.3(a) but subject to Section 2.5, if a Change in Control occurs before the third anniversary of the Grant Date and at least one of the two circumstances described in clauses (i) and (ii) below occurs (the date of either such event, the “Early Measurement Date”), then such number of PSUs will become immediately vested and earned on such Early Measurement Date as is determined in this Section 2.3(b). For purposes of this Agreement, an Early Measurement Date will occur on the earlier to occur of:

(i) upon a Change in Control, the surviving corporation or successor fails to continue or assume the obligations with respect to the PSUs or fails to provide for the conversion or replacement of the PSUs with an equivalent award; or

(ii) in the event that the PSUs are continued, assumed, converted or replaced as contemplated in Section 2.3(b)(i), during the one-year period following the effective date of a Change in Control, the Participant incurs a Termination of Service without Cause or for Good Reason.

If an Early Measurement Date occurs, the number of PSUs that shall vest on such Early Measurement Date is equal to the sum of the PSUs corresponding to each of the three Performance Periods that are eligible to vest, determined as follows:

- As to each Performance Period that has not ended prior to the Early Measurement Date, the PSUs eligible to vest with respect to such Performance Period shall equal the greater of (i) such number of PSUs as would vest based on the TSR Achievement Factor, and the Overall ACL Achievement Factor, for such Performance Period determined in accordance with Exhibit B but as of the Early Measurement Date; or (ii) a prorated portion of the Target Number of PSUs corresponding to that Performance Period with such proration based on (A) the number of days elapsed in the period commencing January 1, 2022 through the Early Measurement Date, divided by (B) the total number of days in such Performance Period had it not ended on an Early Measurement Date (the “Early Measurement Date Determination”); and
- As to each Performance Period that has ended prior to the Early Measurement Date, the PSUs eligible to vest with respect to such Performance Period shall be determined in accordance with Exhibit B based on performance for that Performance Period).

(c) For purposes of Section 2.3, the obligations with respect to the PSUs will be considered to have been converted or replaced with an equivalent award by the surviving corporation or successor (or an affiliate thereof), if each of the following conditions are met, which determination will be made solely in the discretionary judgment of the Administrator (as constituted immediately prior to the Change in Control), which determination may be made in advance of the effective date of a particular Change in Control:

(i) the converted or replaced award preserves the existing value of the PSUs being replaced, and contains provisions for scheduled vesting and treatment on Termination of Service (including the definition of Cause and Good Reason) that are no less favorable to the Participant than the PSUs being replaced; and

(ii) the security represented by the converted or replaced award is of a class that is publicly held and widely traded on an established U.S. national stock exchange unless otherwise determined by the Administrator.

2.4 Consideration to the Company. In consideration of the grant of the award of PSUs pursuant hereto, the Participant agrees to render faithful and efficient services to the Company or any Subsidiary during the applicable vesting period.

2.5 Forfeiture, Termination and Cancellation upon Termination of Service. Subject to Section 2.3(b) and the immediately following paragraph, if the Participant experiences a Termination of Service (for any reason) prior to the third anniversary of the Grant Date, all Performance Stock Units which

have not vested prior to or in connection with such Termination of Service shall thereupon automatically be forfeited, terminated and cancelled as of the applicable date of such Termination of Service without payment of any consideration by the Company, and the Participant, or the Participant's beneficiary or personal representative, as the case may be, shall have no further rights hereunder. Further, notwithstanding herein to the contrary, as of the end of each Performance Period, the portion of the Target Number of PSUs corresponding to that Performance Period that do not become eligible to vest (subject to the requirement of continued service through the third anniversary of the Grant Date) in accordance with Exhibit B based on performance for that Performance Period shall thereupon automatically be forfeited, terminated and cancelled without payment of any consideration by the Company, and the Participant, or the Participant's beneficiary or personal representative, as the case may be, shall have no further rights hereunder. No portion of the PSUs which has not become vested as of the date on which the Participant incurs a Termination of Service shall thereafter become vested.

In the event that, at the time of the Participant's Termination of Service (other than a Termination of Service described in Section 2.3 above), the Participant is a party to a written employment agreement with the Company that provides for the continued vesting of all or part of the PSUs in connection with the circumstances of the Participant's Termination of Service, then (subject to the satisfaction of any applicable conditions to such accelerated or continued vesting as set forth in such employment agreement) the continued vesting required under the terms of such employment agreement shall be given effect as follows before applying the immediately preceding paragraph: (i) the PSUs corresponding to any Performance Period that is scheduled to end within the applicable period of such continued vesting shall remain outstanding and shall vest as of the end of such Performance Period if and to the extent the PSUs are eligible to vest in accordance with Exhibit B based on performance for that Performance Period; (ii) the PSUs corresponding to any Performance Period that is scheduled to end after the applicable period of such continued vesting shall remain outstanding and shall vest on a pro-rated basis as of the end of such Performance Period if and to the extent the PSUs are eligible to vest in accordance with Exhibit B based on performance for that Performance Period, with the proration based on (A) the number of days elapsed in the period commencing January 1, 2022 through the end of the continued vesting period required under the terms of such employment agreement, divided by (B) the total number of days in such Performance Period (disregarding any Early Measurement Date); and (iii) the PSUs eligible to vest in accordance with Exhibit B based on performance for any Performance Period that ended on or before the date of such Termination of Service shall vest as of the date of such Termination of Service. In the event that, at the time of the Participant's Termination of Service, the Participant is a party to a written employment agreement with the Company that provides for the continued vesting (or fully vesting) of all or part of the PSUs in connection with the circumstances of the Participant's Termination of Service and Section 2.3(b)(ii) applies to the Termination of Service, then (subject to the satisfaction of any applicable conditions to such accelerated or continued vesting as set forth in such employment agreement) in making the Early Measurement Date Determination pursuant to Section 2.3: (i) there will be no proration of the Target Number of PSUs corresponding to the applicable Performance Period (i.e., clause (ii) of the Early Measurement Date Determination will be the full Target Number of PSUs corresponding to the applicable Performance Period) in the event that the Participant is entitled to full vesting of such PSUs in such circumstances pursuant to such employment agreement; and (ii) in the event that the Participant is entitled to continued vesting of such PSUs in such circumstances pursuant to such employment agreement, the number of days in clause (A) of the Early Measurement Date Determination shall be increased (but not to a number of days greater than the number of days in clause (B) of the Early Measurement Date Determination) by the number of days in such continued vesting period. Any PSUs that become vested pursuant to this paragraph shall be settled pursuant to Section 2.6 not later than March 1 of the calendar year following the year in which such vesting date occurs; provided that if the period of time that the Participant has to satisfy any applicable vesting conditions in his or her employment agreement with the Company (including any period of time to consider and revoke any applicable release) spans two calendar years, settlement of such PSUs shall be made within the applicable period of time but not earlier than the second of such two calendar years.

2.6 Settlement upon Vesting.

(a) As soon as administratively practicable following the vesting of any Performance Stock Units pursuant to Section 2.3 hereof, but in no event later than March 15 of the calendar year following the year in which such Performance Stock Units become vested (for the avoidance of doubt, this deadline is intended to comply with the “short term deferral” exemption from Section 409A of the Code), the Company shall deliver to the Participant (or any transferee permitted under Section 3.2 hereof) a number of Shares equal to the number of vested PSUs as determined in accordance with the Grant Notice, this Agreement and Exhibit B. Notwithstanding the foregoing but subject to compliance with Section 409A of the Code, in the event Shares cannot be issued pursuant to Section 10.4 of the Plan, the Shares shall be issued pursuant to the preceding sentence as soon as administratively practicable after the Administrator determines that Shares can again be issued in accordance with such Section.

(b) As set forth in Section 10.2 of the Plan, the Company shall have the authority and the right to deduct or withhold, or to require the Participant to remit to the Company, an amount sufficient to satisfy all applicable federal, state and local taxes required by law to be withheld with respect to any taxable event arising in connection with the Performance Stock Units. The Company shall not be obligated to deliver any Shares to the Participant or the Participant’s legal representative unless and until the Participant or the Participant’s legal representative shall have paid or otherwise satisfied in full the amount of all federal, state and local taxes applicable to the taxable income of the Participant resulting from the grant or vesting of the Performance Stock Units or the issuance of Shares.

2.7 Conditions to Delivery of Shares. The Shares deliverable hereunder may be either previously authorized but unissued Shares, treasury Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company’s obligation to delivery Shares hereunder is subject to fulfillment of the conditions set forth in Section 10.4 of the Plan.

2.8 Rights as Stockholder. The holder of the PSUs shall not be, nor have any of the rights or privileges of, a stockholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of the PSUs and any Shares underlying the PSUs and deliverable hereunder unless and until such Shares shall have been issued by the Company and held of record by such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 12.2 of the Plan.

ARTICLE III.

OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon the Participant, the Company and all other interested persons. No member of the Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the PSUs.

3.2 PSUs Not Transferable. The PSUs shall be subject to the restrictions on transferability set forth in Section 10.3 of the Plan.

3.3 Tax Consequences; No Advice. The Participant understands that the Participant may suffer adverse tax consequences in connection with the PSUs granted pursuant to this Agreement (and the Shares issuable with respect thereto). The Company is not providing any tax, legal or financial advice to the Participant, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant is hereby advised to consult with the Participant's own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan or the PSUs.

3.4 Binding Agreement. Subject to the limitation on the transferability of the PSUs contained herein, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.5 Adjustments Upon Specified Events. The Participant acknowledges that the PSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and Section 12.2 of the Plan.

3.6 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to the Participant shall be addressed to the Participant at the Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.6, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

3.7 Participant's Representations. In accepting the PSUs, the Participant acknowledges and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company, in its sole discretion, at any time (subject to any limitations set forth in the Plan);

(b) the grant of the PSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of PSUs, or benefits in lieu of PSUs, even if PSUs or other awards have been granted in the past;

(c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(d) the Participant's participation in the Plan is voluntary;

(e) the PSUs and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment contract with the Company or any of its Subsidiaries and shall not interfere with the ability of the Company or the Employer, as applicable, to terminate the Participant's employment relationship (as otherwise may be permitted under local law);

(f) unless otherwise agreed with the Company, the PSUs and any Shares acquired upon settlement of the PSUs, and the income from and value of the same, are not granted as consideration for, or in connection with, any service the Participant may provide as a director of any Subsidiary;

(g) the PSUs and any Shares acquired under the Plan and the income and value of the same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services (prior to the Grant Date) for the Company, the Employer or any of their Affiliates;

(h) the future value of the Shares underlying the PSUs is unknown, indeterminable, and cannot be predicted with certainty;

(i) no claim or entitlement to compensation or damages shall arise from forfeiture of the PSUs resulting from Termination of Service (for any reason whatsoever and whether or not in breach of local labor laws or later found invalid) and, should PSUs terminate without payment in connection with a Termination of Service before the applicable vesting date, in no event shall any portion of such PSUs be considered to have been earned (for service after the Grant Date or otherwise);

(j) for purposes of the PSUs, will be considered to experience a Termination of Service as of the date the Participant is no longer actively providing services to the Company, the Employer or any of their Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant provides services or the terms of the Participant's employment agreement, if any), and such date will not be extended by any notice period (e.g., any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant provides services or the terms of the Participant's service agreement, if any); the Administrator shall have the exclusive discretion to determine when the Participant is no longer actively providing service for purposes of the PSUs (including whether the Participant may still be considered to be providing service while on a leave of absence); and

(k) neither the Company nor any of its Subsidiaries shall be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States dollar that may affect the value of the PSUs or any amounts due to the Participant pursuant to the settlement of the PSUs or the subsequent sale of any Shares acquired upon settlement of the PSUs.

In addition, if the Shares issuable hereunder have not been registered under the Securities Act or any applicable state laws on an effective registration statement at the time of such issuance, the Participant shall, if required by the Company, concurrently with such issuance, make such written representations as are deemed necessary or appropriate by the Company and/or its counsel.

3.8 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.9 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.10 Conformity to Applicable Law. The grant of the PSUs and the issuance and delivery of Shares with respect to the PSUs are subject to all Applicable Laws, rules and regulations and to such approvals by any governmental agencies or securities exchange as may be required. The Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any other Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Law. Notwithstanding anything herein to the contrary, the Plan shall be

administered, and the PSUs are granted, only in such a manner as to conform to Applicable Law, and the Company has no liability to deliver any Shares in respect of the PSUs or make any payment unless such delivery or payment would comply with all Applicable Laws and the applicable requirements of any governmental agency, securities exchange or similar entity, and unless and until the Participant shall have taken all actions that the Company reasonably and in good faith determines are necessary in connection with the PSUs in order to comply with all such Applicable Laws, rules, and requirements. The Company may impose such restrictions on any Shares issued under the Plan as the Company determines necessary or desirable to comply with all Applicable Laws, rules or requirements.

3.11 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; *provided, however*, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the PSUs in any material way without the prior written consent of the Participant.

3.12 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in Section 3.2 hereof, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

3.13 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if the Participant is subject to Section 16 of the Exchange Act, then the Plan, the PSUs and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.14 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries or interfere with or restrict in any way with the right of the Company or any of its Subsidiaries, which rights are hereby expressly reserved, to discharge or to terminate for any reason whatsoever, with or without cause, the services of the Participant's at any time.

3.15 Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. This Award is intended to satisfy, and not result in any tax, penalty or interest under, Section 409A and shall be interpreted and construed consistent with such intent.

3.16 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any

underlying program, in and of itself, has any assets. The Participant shall have only the rights of a general unsecured creditor of the Company and its Subsidiaries with respect to amounts credited and benefits payable, if any, with respect to the PSUs, and rights no greater than the right to receive the Common Stock as a general unsecured creditor with respect to PSUs, as and when payable hereunder.

3.17 Data Privacy. Without limiting the generality of any other provision of this Agreement, Section 10.8 (“*Data Privacy*”) of the Plan is hereby expressly incorporated into this Agreement as if first set forth herein.

3.18 Foreign Asset/Account Reporting Notification. The Participant understands that the Participant’s country may have certain exchange control and/or foreign asset/account reporting requirements which may affect the Participant’s ability to hold Shares received from the PSUs in a brokerage or bank account outside of the Participant’s country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in the Participant’s country. The Participant acknowledges that it is the Participant’s responsibility to comply with any applicable regulations, and the Participant should speak to the Participant’s personal advisor on this matter.

3.19 Additional Acknowledgement. The Participant acknowledges that for employment law purposes outside the United States, the PSUs and the income from and value of same, are not part of normal or expected compensation or salary for any purpose, including but not limited to for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar mandatory payments.

Exhibit B

PERFORMANCE GOALS (2022 AWARD)

1. **General.** The number of PSUs subject to this award that vest shall be determined respect to three Performance Periods (as defined below) as follows:

Period 1. 25% of the Target Number of PSUs (as set forth in the Grant Notice) shall become eligible to vest with respect to Period 1 (as defined below), and the number of Shares issuable in respect of such PSUs shall be determined by multiplying the Achievement Factor (as determined below) for Period 1 by 25% of the Target Number of PSUs, and rounding down to the next whole Share.

Period 2. 25% of the Target Number of PSUs shall become eligible to vest with respect to Period 2 (as defined below), and the number of Shares issuable in respect of such PSUs shall be determined by multiplying the Achievement Factor for Period 2 by 25% of the Target Number of PSUs, and rounding down to the next whole Share.

Period 3. 50% of the Target Number of PSUs shall become eligible to vest with respect to Period 3 (as defined below), and the number of Shares issuable in respect of such PSUs shall be determined by multiplying the Achievement Factor for Period 3 by 50% of the Target Number of PSUs, and rounding down to the next whole Share.

2. **Definitions.**

“**Adjusted Cash Leverage**” or “**ACL**” means the quotient obtained by dividing Gross Debt by Adjusted EBITDA.

“**Adjusted EBITDA**” means the Company’s earnings before interest, taxes, depreciation and amortization, excluding impairment losses, inventory valuation adjustments, legal settlements/provisions, restructuring charges and restructuring-related retention arrangements, acquisition/disposition and integration related expenses, foreign exchange gains and losses, unusual gains and losses and stock compensation expenses (both cash and stock settled), for the applicable year. For Period 1, the Adjusted EBITDA taken into account will be the average of (1) Adjusted EBITDA determined for the calendar year ending December 31, 2022 and (2) Adjusted EBITDA determined for the calendar year ending December 31, 2023. For Period 2, Adjusted EBITDA will be determined for the calendar year ending December 31, 2024.

“**Beginning Price**” as to a Performance Period means, with respect to the Company and any other company in the Index, the average of the closing market prices of such company’s common stock on the principal exchange on which such stock is traded for the trading days occurring in the period from July 1, 2021 (or, if such company’s common stock was not publicly traded on a national securities exchange on July 1, 2021, then the period with respect to that company will begin with the first date after July 1, 2021 on which such company’s common stock was traded on a national securities exchange) through and including December 31, 2021. For the purpose of determining Beginning Price, the value of dividends and other distributions as to which the ex-dividend date occurs during such period shall be treating as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date.

“**Debt Covenants**” means the financial covenants contained in Sections 10.2(11)(a) and 10.2(11)(b) of the Restated Credit Agreement by and among the Company, Royal Bank of Canada, and the Lenders named therein, dated as of October 5, 2017, and as amended from time to time, and Section 4.18 of the 2023 Bonds, as amended from time to time, and as contained in other financing arrangements of the Company as in effect from time to time and as determined by the Administrator.

“**Ending Price**” as to a Performance Period means, with respect to the Company and any other company in the Index, the average of the closing market prices of such company’s common stock on the principal exchange on which such stock is traded for the trading days occurring in the period from July 1, 2024

through and including December 31, 2024. For the purpose of determining Ending Price, the value of dividends and other distributions as to which the ex-dividend date occurs during such period shall be treated as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date.

“Gross Debt” means gross combined long and short term debt, including finance leases, as reflected in the balance sheet of the Company and the notes thereto as of December 31, 2023 (for Period 1) or December 31, 2024 (for Period 2), as applicable, and as each of the foregoing terms is defined under generally accepted accounting principles consistently applied based on those principles as they existed at December 31, 2021.

“Index” means the Russell 2000 Index as constituted as of January 1, 2022. For purposes of this definition and calculating any company’s TSR for each Performance Period, (i) the Company will be excluded from the Index, (ii) any company that is removed from the Russell 2000 Index due to a merger, acquisition, or otherwise (except as provided in clause (iii)) will be removed from the Index, and (iii) any company that is in the Russell 2000 Index that files for bankruptcy protection during a Performance Period will remain in the Index and be deemed to have the lowest TSR in the Index.

“Performance Period” means each of Period 1, Period 2, and Period 3.

“Period 1” means January 1, 2022 through December 31, 2023.

“Period 2” means January 1, 2024 through December 31, 2024.

“Period 3” means January 1, 2022 through December 31, 2024.

“Relative TSR” means the Company’s TSR relative to the TSRs of the companies that comprise the Index, expressed as a percentile.

“TSR” means total shareholder return (expressed as a percentage) and shall be determined with respect to the Company and any other company in the Index by dividing (a) the sum of (1) the difference obtained by subtracting the applicable Beginning Price from the applicable Ending Price for the applicable Performance Period plus (2) all dividends and other distributions on a share of that company’s common stock as to which the ex-dividend date occurs during that Performance Period (for purposes of clarity, without duplicating any dividends and other distributions as to which the ex-dividend date occurs during the period for which the Ending Price is determined that are taken into account in the determination of Ending Price for that Performance Period) by (b) the applicable Beginning Price. For the purpose of determining TSR, the value of dividends and other distributions on a share of that company’s common stock as to which the ex-dividend date occurs during the Performance Period that are taken into account in accordance with the preceding sentence shall be treated as reinvested in additional shares of stock at the closing market price on the corresponding ex-dividend date.

With respect to the computation of TSR, Beginning Price and Ending Price, there shall be an equitable and proportionate adjustment to the extent (if any) necessary to preserve the intended incentives of this Award and mitigate the impact of any stock split, stock dividend or reverse stock split occurring during the applicable Performance Period (or during the applicable period in determining the Beginning Price or Ending Price, as the case may be), and any non-cash distributions shall be ascribed such dollar value as may be determined by the Administrator.

3. Achievement Factors. As soon as administratively practicable following the end of each of Period 1 and Period 2 (but in no event later than 60 days following the completion of such Performance Period), the Administrator shall determine the Adjusted Cash Leverage for the Performance Period and calculate the ACL Achievement Factor for the Performance Period. As soon as administratively practicable following the end of each of Period 3 (but in no event later than 60 days following the completion of such

Performance Period), the Administrator shall determine the Relative TSR for the Performance Period and calculate the TSR Achievement Factor for the Performance Period.

The “TSR Achievement Factor” means that factor determined under Table 1 below based on the Company’s Relative TSR for Period 3. The “ACL Achievement Factor” means that factor determined under Table 2 below based on the Company’s Adjusted Cash Leverage for Period 1 or Period 2, as applicable. The Administrator shall equitably and proportionately adjust the ACL Achievement Factor performance levels set forth in Table 2 below to eliminate the impact of any equity issuance, debt restructuring, or acquisition by the Company during the applicable Performance Period. The Administrator’s determination of whether any such adjustment is required, as well as the nature and extend of any such adjustment, shall be final and binding. In the event of the occurrence of an Early Measurement Date before Performance Period 2 has started, the ACL Achievement Factor for such Performance Period shall be equal to 1.0.

If the Relative TSR or the Adjusted Cash Leverage achieved during the applicable Performance Period is between two of the levels set forth in the applicable table below, the TSR Achievement Factor or the ACL Achievement Factor (as applicable) for such Performance Period shall be determined using linear interpolation. For clarity, (i) in no event shall the TSR Achievement Factor or ACL Achievement Factor for any applicable Performance Period exceed 2.0, and (ii) if the Relative TSR or Adjusted Cash Leverage performance for an applicable Performance Period is below the Threshold level, the TSR Achievement Factor or ACL Achievement Factor (as applicable) for such Performance Period shall be 0.0.

Table 1

<i>Performance Level</i>	<i>Relative TSR Percentile for Performance Period</i>	<i>TSR Achievement Factor</i>
Maximum	75 th or above	2.0
Target	50 th	1.0
Threshold	25 th	0.5
Below Threshold	below 25 th	0.0

Table 2

<i>Performance Level</i>	<i>ACL for Performance Period</i>		<i>ACL Achievement Factor*</i>
	<i>Period 1</i>	<i>Period 2</i>	
Maximum	2.0 or below	2.0 or below	2.0
Target	3.0	3.0	1.0
Threshold	4.0	3.0	0.5
Below Threshold	above 4.0	above 3.0	0.0

** If the Board determines that the Company has violated its Debt Covenants at any time during a Performance Period and the violation is not waived, the ACL Achievement Factor will equal 0.0 for such Performance Period.*

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

Section 302 Certification

I, Daniel L. Jablonsky, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2022 of Maxar Technologies Inc.
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.
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2022

/s/ Daniel L. Jablonsky

Daniel L. Jablonsky

President and Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

Section 302 Certification

I, Biggs C. Porter, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2022 of Maxar Technologies Inc.
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.
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report.
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 9, 2022

/s/ Biggs C. Porter

Biggs C. Porter

Executive Vice President and Chief Financial Officer

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
Pursuant to § 906 of the Sarbanes-Oxley Act of 2002
(18 U.S.C. § 1350)

In connection with the Quarterly Report of Maxar Technologies Inc., a Delaware corporation (“Company”), on Form 10-Q for the quarter ended June 30, 2022, as filed with the U.S. Securities and Exchange Commission (“Report”), the undersigned officer of the Company does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to his knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

MAXAR TECHNOLOGIES INC.

/s/ Daniel L. Jablonsky

Daniel L. Jablonsky
President and Chief Executive Officer

Date: August 9, 2022

CERTIFICATION OF CHIEF FINANCIAL OFFICER
Pursuant to § 906 of the Sarbanes-Oxley Act of 2002
(18 U.S.C. § 1350)

In connection with the Quarterly Report of Maxar Technologies Inc., a Delaware corporation (“Company”), on Form 10-Q for the quarter ended June 30, 2022, as filed with the U.S. Securities and Exchange Commission (“Report”), the undersigned officer of the Company does hereby certify, pursuant to § 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350), that to his knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

MAXAR TECHNOLOGIES INC.

/s/ Biggs C. Porter

Biggs C. Porter

Executive Vice President and Chief Financial Officer

Date: August 9, 2022
