

miSMART Standard Terms and Conditions

These are the miSMART Standard Terms and Conditions (herein referred as “**Terms and Conditions**”) supplement, and are incorporated into, the Launch and Hosted-Payload Booking Agreement (herein referred as “**Agreement**”)

1. Payload-Owner’s Mission

Payload-Owner’s Payload and Mission information have to be provided and confirmed within the miSMART Platform. The corresponding Request-for-Quotation (RFQ) is available and agreed on. Any other changes to this RFQ as well as any question-and-answer sessions between the Payload-Owner and HOSTmi (including its Providers) will be shared with the Payload-Owner by HOSTmi.

2. Scope of Service

The full scope of the service of the Agreement contains the following elements in order to achieve an end-to-end hosting and/or launch booking:

- i) One specific HOSTmi Mission Manager will be allocated to the Payload-Owner as a central point of contact
- ii) Following services are included within the first phase - Definition Phase:
 - a. HOSTmi offers during the full process of the Agreement support for mission requirements refinement and automated generation of Mission and Payload profile and requirements documents
 - b. HOSTmi supports the Payload-Owner in order to assess the compliance to requirements including configuration fit-check to Payload-User-Guide provided by hosting and/or launch providers
 - c. HOSTmi offers online indication of possible and optimal hosting and launch options including detailed information
- iii) Following services are included within the Quotation Phase:
 - a. HOSTmi provides the Payload-Owner with quotation management including rapid and streamlined communication and clarification of all technical and organizational aspects with prospective hosting and/or launch providers
 - b. If requested by the Payload-Owner, HOSTmi will also request information and quotations from hosting and/or launch providers outside its Provider Portfolio including a mutual assessment of received and exchanged documents with HOSTmi and/or Payload-Owner

- c. HOSTmi prepares tailored and optimized service offerings based on the communicated service requirements of the Payload-Owner including transparent comparison and advisory
- d. HOSTmi offers assistance with construction and negotiation of Hosting/Launch Service Agreement and related documents
- iv) Following services are included within the Campaign Phase:
 - a. HOSTmi assists the Payload-Owner with the Hosting/Launch Services Agreement Management
 - b. HOSTmi supports the Payload-Owner in the area of export license arrangement
 - c. HOSTmi offers assistance for ITU licensing
 - d. HOSTmi supports with coordinating logistics of Payload-Owners Payload/Spacecraft
 - e. HOSTmi coordinates the integration of the Payload/Spacecraft of the Payload-Owner executed by the contracted Hosting/Launch Service Provider
 - f. HOSTmi supports the management and execution of the launch campaign executed by the contracted Hosting/Launch Service Provider
- v) Following services are optional within the Campaign Phase and require an Exhibit Agreement to be activated:
 - a. HOSTmi executes export licensing for the Payload-Owner (optional)
 - b. HOSTmi executes ITU-licensing for the Payload-Owner (optional)
 - c. HOSTmi offers logistic services in order to transport Payload-Owner's Payload/Spacecraft from its specified facilities to test and launch sites (optional)
 - d. HOSTmi can offer Ground-Segment-Equipment if required (optional)

3. Commercial Terms

- i) General Commercial Terms

The services specified under Section 2 (only terms i) ii) iii) iv) including sub-terms) are free of charge. Any services agreed to acquire specified under Term 2 v) will be invoiced according to dedicated Exhibit contracts. HOSTmi reserves the right during the execution of Section 2 term iv) to publicly announce its involvement as Mission Manager in the said Mission. For this purpose, also Term 3 ii) shall apply. In case Section 2 term iv) does not take place due to mission abort or delay of execution by more than 12 months on behalf of the Payload-Owner, HOSTmi reserves the right to publicly announce its involvement as Mission Manager as well.
- ii) Commercial Terms according to Hosting/Launch Service Agreement

The activities under Section 2 terms iv)e and iv)f will be performed and invoiced by the Hosting/Launch Service Provider contracted according to the Hosting/Launch

Service Agreement with the respective Hosting/Launch Service Provider. In any case HOSTmi is considered as Introducer and Mission Manager of the Payload Owner even if the Payload-Owner does not longer make use of the Scope of Service specified under Section 2. In this case, if the Payload Owner contracts a Hosting/Launch Service Provider contacted under Section 2 Term iii) directly and without the involvement of HOSTmi, it is obliged to disclose to such Hosting/Launch Service Provider that the initial contact, request and quotation evaluation has taken place through HOSTmi.

4. Intellectual Property Rights

The intellectual property (including know how) related to background and foreground technology, material and information generated by the Payload-Owner remains the property of and owned by the Payload-Owner.

The intellectual property (including know how) related to background and foreground technology, material and information generated by HOSTmi remains the property of and owned by HOSTmi.