

OS4250168

LAUNCH SERVICES AGREEMENT

1 Parties

1.1 **Provider:** Spacemanic CZ s.r.o., ID number 08219907, with its registered office Purkyňova 649/127, Medlánky, 612 00 Brno (hereinafter the “**Launch Provider**” or the “**Provider**”).

1.2 **Customer:** VZLU AEROSPACE, a.s., ID number 00010669, with its registered office Beranových 130, Letňany, 199 00 Praha 9 (hereinafter the “**Customer**”).

The Launch Provider and the Customer are hereinafter jointly referred to as the “**Parties**” and each individually as a “**Party**”..

2 Rules of Interpretation and Definitions

2.1 Rules of Interpretation

- (a) Headings are for convenience only and shall not affect the interpretation of this Agreement.
- (b) Words in the singular include the plural and vice versa; references to a “person” include legal entities.
- (c) “Including” means “including, but not limited to”.
- (d) A reference to an agreement includes its annexes and duly executed amendments.
- (e) A reference to a legal regulation includes any subsequent amendments or re-enactments thereof.
- (f) A Business Day means a day that is not a Saturday, Sunday, public holiday or other non-business day in the Czech Republic.
- (g) Days are counted as calendar days unless this Agreement expressly provides otherwise.

- (h) The currency is euro (EUR); numerical values are expressed with a decimal point and a space as a thousands separator.

2.2 Definitions

- 2.2.1 **Milestone** means a performance phase under Article 4, as evidenced by the relevant Evidence.
- 2.2.2 **Evidence** means any document or record specified in Annex A that proves achievement of a Milestone.
- 2.2.3 **In-Orbit Delivery, "IOD"** has the meaning given in Article 4.2; for the purposes of this Agreement, IOD does not mean In-Orbit Demonstration/Validation.
- 2.2.4 **Launch Provider** means the Provider under Article 1.1, who, at its own cost and risk, secures for the Customer the launch capacity (launch slot) on a launch vehicle operated by a third party and coordinates all related services including integration, transport, launch campaign and administrative support.
- 2.2.5 **Rocket Operator** means a third party other than the Provider who physically operates the launch vehicle, determines the launch schedule, conducts launch procedures, operates the launch site and is responsible for the technical and operational parameters of the launch vehicle.
- 2.2.6 **Integration Partner** means a third party (a subcontractor of the Provider or of the Rocket Operator) that performs the mechanical and electrical integration of the satellites into the deployment device. The Provider is liable to the Customer for the acts and omissions of the Integration Partner as if they were its own.

3 Purpose and Subject of the Agreement

3.1 Purpose of the Agreement

The purpose of this Agreement is to secure the launch and injection of two 6U satellites into the agreed target orbit and to provide all related services

necessary to achieve IOD in accordance with this Agreement and the tender/technical documentation.

3.2 Securing a Launch Slot within the Agreed Framework

3.2.1 The Provider undertakes to secure for the Customer, within the agreed Launch Window pursuant to Article 4.1 (including reasonable tolerances under this Agreement), capacity on a launch vehicle operated by the Rocket Operator, i.e. a launch slot enabling the insertion of both satellites into the target orbit.

3.2.2 Securing a launch slot means entering into a binding arrangement between the Provider and the Rocket Operator which demonstrably provides that, subject to the technical and schedule conditions agreed in this Agreement, the Customer is entitled to place the satellites as part of the payload of a specific launch campaign.

3.2.3 Failure to comply with this obligation constitutes a material breach of this Agreement; this is without prejudice to the special provisions on launch postponement and refund under Article 8.

3.2.4 Separation from Rocket Operations

The Customer acknowledges that the Provider is not the Rocket Operator and cannot influence the decisions of the Rocket Operator. However, the Provider shall be liable for securing valid and binding launch slot under the terms of this Agreement, unless provided otherwise herein.

3.2.5 Coordination and Integration

The Provider shall coordinate the integration process and ensure the schedule, documentation and communication with the Rocket Operator and the Integration Partner.

3.2.6 Deployment Device and Test Device

The scope of performance includes the provision of a test device (test pod) having characteristics identical to the deployment device (deployer) used for launch, for the purposes of vibration testing to the extent necessary for the Customer's needs.

3.2.7 **Parameters and References**

The technical parameters of the deployment device and the test article shall correspond to the specifications in the tender/technical documentation (annexed hereto). In case of conflict, this Agreement shall prevail.

3.2.8 **IOD Evidence**

The Provider shall deliver standard IOD evidence, in particular separation confirmation, telemetry readouts and other customary outputs of the integrator/operator.

3.2.9 **Price**

The Customer shall pay the price in accordance with Article 7.

3.3 **Nature of the Obligation and Standard of Care**

3.3.1 **Obligation to Achieve a Result**

3.3.2 The Provider's obligation is an obligation to achieve the result consisting of proper and demonstrable IOD of both satellites under Article 4.2 in conjunction with Article 4.1.

3.3.3 **Professional Care and Industry Practice**

The Provider shall act with professional care and in accordance with best customary practice in the space industry, taking into account the risks of activities related to launch, integration, deployment and the early operations phase.

3.4 **Deliverables**

3.4.1 The Provider shall prepare, update and deliver to the Customer all documents, outputs and data files listed in Annex B (the "**Deliverables List**", hereinafter the "**Deliverables**") in the formats, scope and deadlines set out in that Annex.

3.4.2 The Deliverables constitute a separate contractual performance independent of the Milestones under Annex A. Failure to deliver the Deliverables in the required quality and on time shall constitute a breach of this Agreement regardless of whether the relevant Milestone has been accepted.

- 3.4.3 Acceptance of a Milestone and/or release of a Milestone payment does not constitute a waiver by the Customer of any rights to claim defects in the Deliverables or their non-delivery; in particular, this is without prejudice to claims for damages, contractual penalties or the right to terminate this Agreement for material breach.

4 Definitions, Orbital Parameters and Milestones

4.1 Target Orbit

- (a) **Launch Window:** Q2 2027 (status at the time of order; the “**Launch Window**”).
- (b) **Orbit Altitude:** circular (or near-circular) 480–520 km above mean sea level (ASL).
- (c) **Orbit Type:** sun-synchronous orbit (SSO).
- (d) **Local Time of Ascending Node (LTAN):** required range 06:00–10:30 (local solar time). For orientation, this range corresponds approximately to the civil time of overflight above the point Vlkoš near Kyjov (Czech Republic); however, LTAN as the local solar time at the equatorial crossing is decisive.
- (e) Detailed parameters (inclination, eccentricity, LTAN and altitude tolerances, any priorities within the dispersions) are specified in Annex C – Target Orbital Parameters and shall prevail to the extent specified therein.

4.2 In-Orbit Delivery (“IOD”)

“IOD” means demonstrable release (separation) of each satellite from the deployment device (deployer/dispenser) into the target orbit under Article 4.1 and within the agreed tolerances. For the purposes of this Agreement, “IOD” does not mean In-Orbit Demonstration.

4.2.1 Evidence of IOD (cumulative):

- (a) Authentic documentation of the Rocket Operator/integrator (in particular separation telemetry, separation confirmations or other customary outputs); and

- (b) An acceptance protocol of the Customer, which shall not be unreasonably withheld; the burden of proof that IOD has been achieved lies with the Provider.

4.3 Milestones and Evidence

The Milestones and corresponding Evidence documents are defined in Annex A (Milestone & Evidence Matrix) and include in particular:

- (a) **Launch Slot Allocation (LSA)** – confirmation of reservation of the launch/slot.
- (b) **Delivery to Integrator (DTI)** – delivery of the flight unit to the integrator; Evidence: hand-over protocol.
- (c) **Integration Complete (IC) / Flight Readiness Review (FRR)** – completed mechanical and electrical integration; Evidence: integration protocol and test records and formal approval of readiness to commence the launch campaign; Evidence: signed FRR/LRR minutes/decisions.
- (d) **Launch (LCH)** – performance of launch; Evidence: launch manifest or official operator statement.
- (e) **IOD** – as per Article 4.2.
- (f) **Post-Deployment Acceptance (PDA)** – Customer’s acceptance protocol following achievement of IOD (without testing of payload functionality unless expressly agreed otherwise).

5 Documentation and Hierarchy

5.1 Project Documentation

For the purposes of this Agreement, “**Project Documentation**” means in particular:

- (a) The tender conditions and competitive documentation for the public contract, including all annexes;
- (b) The Provider’s offer, including its annexes;

- (c) Binding technical regulations, specifications and operational instructions of the launch service provider and of the manufacturer/operator of the deployer, to the extent necessary for integration and flight, in particular ICD/IDD, PUG and contractual GTC (General Terms and Conditions) ¹.

5.2 **Hierarchy of Documents**

In case of conflict between individual documents, the following order of precedence (from highest to lowest) applies:

1. This Agreement, including its annexes and amendments;
2. The tender conditions and competitive documentation for the public contract;
3. Binding technical specifications and operational instructions under Article 5.1(c) (ICD/IDD, PUG, GTC) to the extent necessary for integration and flight;
4. The Provider's offer.

5.3 **Priority of Higher-Ranking Documents**

In the event of a conflict, the higher-ranking document shall prevail; more specific or later provisions contained in the higher-ranking document shall prevail over more general or earlier provisions.

5.4 **Provision and Updates of Technical Requirements**

- 5.4.1 The Provider shall timely and in writing provide and continuously update all binding technical requirements under Article 5.1(c) (including changes, bulletins and revisions) in a manner that allows their timely implementation. Failure to provide, or late provision of, such requirements shall not be attributed to the Customer.
- 5.4.2 Timeliness shall be assessed according to what could be reasonably required in the given situation ; provision shall be deemed untimely in particular where

¹ICD – Interface Control Document; IDD – Interface Definition Document; PUG – Payload User's Guide; GTC – General Terms and Conditions.

it prevents the necessary modifications/tests/approvals from being carried out within necessary time limits.

- 5.4.3 The Provider shall use all reasonable efforts to minimize necessary technical changes; if such changes occur that are not caused by the Customer, the Provider shall bear all related costs and damages (including repeated tests, re-integration, re-work, additional inspections) and shall adjust the schedule without adversely affecting the Customer's Milestones.

6 Cooperation and Technical Suitability

6.1 Customer's Cooperation

- (a) The Provider shall specify in writing the scope of required cooperation, its purpose, outputs, formats/data templates, place and mode of delivery with a deadline according to what could be reasonably required in the given situation (unless the Parties agree otherwise).
- (b) If the request does not contain sufficient specification, the deadline shall not start; at the Customer's request the Provider shall supplement the request.
- (c) Failure to provide cooperation due to insufficient or delayed specification by the Provider shall not be attributed to the Customer.
- (d) Timeliness shall be assessed according to what could be reasonably required in the given situation; delivery that does not allow effective reaction (e.g. performing required modifications or approvals within necessary time limits) shall be deemed late.
- (e) The Customer is obligated to prepare both satellites (compliant with all agreed technical parameters) packed for transport and ready for the shipment in appropriate containers. In the event of a breach of this obligation, the Customer shall be liable to reimburse the Provider for all extra costs related to the manufacturing of a dummy mass (in addition to the obligation to pay the full agreed Price under this Agreement).

6.2 Technical Suitability of the Satellites and Provision of Requirements

- (a) The Customer shall ensure the technical suitability of the satellites in accordance with the documented requirements of the launch service provider and the manufacturer/operator of the deployer, including safety and integration standards.
- (b) The Provider is obliged to provide these requirements in writing and in a timely manner and to continuously update them (including revisions, bulletins and change notices) in a way that allows their implementation in design, integration and testing. Failure to provide, or late provision of, such information shall not be attributed to the Customer.

6.3 **Provider's Acts to Secure Launch**

The Provider shall carry out all acts customarily necessary and timely to secure the launch, including:

- (a) Coordination with the Integration Partner and communication with the Rocket Operator;
- (b) Preparation and submission of documents, declarations and materials required for integration, safety and operations;
- (c) Preparation and conduct of formal reviews and Milestones under Annex A (e.g. FRR/LRR), including ensuring the necessary minutes and approvals.

6.4 **Ongoing Information**

The Provider shall provide accurate information on the status of preparations on an ongoing basis (at least once a month) including : (i) schedule status against Milestones, (ii) overview of risks and mitigations, (iii) changes in requirements and their impact on integration, tests and schedule, (iv) open action items and their deadlines.

6.5 **Changes in Requirements**

If during performance there is a change in the requirements under Article 6.2 that was not caused by a breach of obligations or delay by the Customer, the Provider shall:

- (a) Promptly notify in writing the scope and impact of the change (on design, tests, integration, schedule);

- (b) Ensure an appropriate adjustment of the plan so that no delay arises on the Customer's side; and
- (c) Bear all associated costs and damages (including repeated tests, re-integration, re-work or additional inspections).

7 Price and Payment Mechanism

7.1 Price

- 7.1.1 The price for the performance under this Agreement is EUR 459,000 excluding VAT (the "**Price**"). VAT at the statutory rate will be added to the Price (including its instalments).
- 7.1.2 The Price is fixed, complete and final and includes all costs of the Provider related to the performance under Article 3, including all payments to the launch site, the Rocket Operator, Integration Partners and other subcontractors. The Price includes, without limitation, costs related to:
 - (a) Transport of the satellites to the place of integration and launch, including transport insurance in accordance with the Tender;
 - (b) Provision of suitable premises for the Customer's pre-integration activities, including fuelling;
 - (c) Integration and handling charges;
 - (d) Fees of the Rocket Operator and deployer operator;
 - (e) Coordination with integration and operational partners;
 - (f) Mandatory certifications and qualification/safety tests;
 - (g) Administrative acts necessary to achieve IOD;
 - (h) Costs of documentation, reporting and cooperation under this Agreement.
- 7.1.3 The Price is stated and payable in EUR; payments shall be made in that currency without conversion.

7.2 Invoicing and Payment

The Price shall be paid in three instalments linked to the Milestones under Annex A and to a specific programmatic milestone under this Article:

7.2.1 First Instalment – 60% of the Price (slot securing)

The Customer shall pay 60% of the Price to the Provider upon achievement of Milestone M1 – Launch Slot Allocation (LSA), i.e. upon delivery of a written confirmation by the Provider that the launch slot has been secured (the “**LSA Confirmation**”).

The LSA Confirmation must at least:

- (a) Clearly identify the Customer and the satellites (mission designation, type and number of satellites, their operator);
- (b) Specify the launch campaign and expected Launch Window in accordance with Article 4.1;
- (c) Contain a reference to the binding contractual or framework arrangement under which the Provider allocates capacity (launch slot) to the Customer for the mission (e.g. contract number, date, campaign designation);
- (d) Contain an express statement by the Provider that the capacity (launch slot) has been allocated to the Customer within the given campaign and Launch Window and that the Provider bears, vis-à-vis the Customer, the risk of any unavailability of such capacity arising from its relationship with the Rocket Operator, unless otherwise provided in this Agreement;
- (e) Contain an express statement by the Provider that all data contained in the LSA Confirmation are true and complete as of the date of its issuance and that any material change of facts relevant to the LSA shall be notified to the Customer in writing without undue delay.

It shall be presumed that Milestone M1 has not been achieved if it is demonstrated that the capacity (launch slot) for the Customer had not been validly secured to the extent stated in the LSA Confirmation.

7.2.2 Second Instalment – 25% of the Price

No later than on 28. 2. 2026 (or on another date agreed by the Parties), the Provider shall deliver to the Customer a package of Deliverables specified in

Annex B under the title “Programmatic & Technical Confirmation Package” (D2–D7), which shall include at least:

- (a) A confirmed campaign schedule including integration and launch Milestones;
- (b) A final or near-final version of the ICD/IDD;
- (c) A confirmed test plan and an overview of tests performed to date;
- (d) An updated risk register with mitigations.

Upon delivery and acceptance of this package in accordance with the acceptance process in Annex A, the Customer shall pay the Provider 25% of the Price.

7.2.3 Third Instalment – 15% of the Price (IC + FRR)

Upon achievement of Milestone M4 – Integration Complete & Flight Readiness Review (IC + FRR), i.e. upon:

- (a) Confirmed mechanical and electrical integration of the satellites into the deployer; and
- (b) Formal approval of flight readiness (FRR/LRR); and
- (c) Delivery of the relevant Evidence under Annex A,

the Customer shall pay the Provider the remaining 15% of the Price.

7.3 Invoicing and Due Date

7.3.1 The Provider is entitled to issue:

- (a) The first invoice (60% of the Price) upon achievement and evidence of Milestone M1;
- (b) The second invoice (25% of the Price) upon acceptance of the program-matic milestone under Article 7.2.2;
- (c) The third invoice (15% of the Price) upon achievement of Milestone M4 under Article

7.3.2 The due date of the first invoice (First Instalment) shall be 7 days. All other invoices shall have the due date 30 days from their delivery to the Customer.

7.3.3 Invoices shall be issued in EUR and shall contain all particulars required by applicable law.

7.3.4 Early invoicing prior to the achievement of the relevant Milestone or programmatic milestone shall be deemed unauthorized; the Customer shall be entitled to return such invoice unpaid.

7.4 **Price Adjustment**

7.4.1 If the scope of performance changes, in particular due to changes in satellite configuration, integration scenario or technical parameters at the request of either Party, the adjusted price shall be determined on an appropriate and documented basis as agreed by the Parties.

7.4.2 If this Agreement is subject to Act No. 134/2016 Coll., on Public Procurement, as amended, any price change shall be implemented exclusively in accordance with Section 222 of that Act.

7.4.3 Any change in the Price shall be effective only upon signature of a written amendment to this Agreement.

8 **Re-Flight and Refund (Compensation Regime)**

8.1 **Mission Events**

- (a) **"Launch Failure"** means a situation where the planned "Launch" event (lift-off of the launch vehicle with the payload) is not achieved.
- (b) **"Failure to Achieve Target Orbit"** means failure to achieve the orbital parameters under Article 4.1 within the agreed tolerances before separation of the satellites or in direct connection therewith.

8.2 **Mission Risk (Standard Regime)**

The Parties agree that the general mission risk, including in particular:

- (a) Launch failure, Failure to Achieve Target Orbit, launch vehicle anomalies, separation failures or trajectory deviations,
- (b) damage, destruction or loss of the satellites from the moment of installation to the launch vehicle,

is borne by the Customer and such risks in themselves do not give rise to the Provider's liability (especially liability for damage or for the performance of this Agreement) unless they result from (i) demonstrable fault of the Provider or (ii) gross negligence or willful misconduct of the Provider or its subcontractors.

8.3 Re-Flight / Refund in Case of Fault or Gross Negligence of the Provider

8.3.1 If it is demonstrated that the Launch Failure or Failure to Achieve Target Orbit was caused by:

- (a) demonstrable fault of the Provider; or
- (b) Gross negligence or willful misconduct of the Provider or its subcontractors,

the Provider shall, at its own cost and without undue delay, offer the Customer one of the following options (at the Customer's choice):

- i) A re-flight in the next comparable campaign; or
- ii) A refund of the Price paid (in full or in an agreed proportion, if so agreed by the Parties).

8.3.2 The choice between re-flight and refund shall belong to the Customer; in the absence of an agreement on partial refund, the refund shall be 100% of the Price paid to date.

8.3.3 The regime under this Article constitutes the contractual, primary, and limited compensation for Launch Failure or Failure to Achieve Target Orbit in the cases under Article 8.3.1; this is without prejudice to Article 10 on liability for damage to only the extent that damage was caused directly by the Provider's demonstrable fault or Provider's gross negligence (e.g. loss or damage to the satellites before integration, delay, failure to deliver the Deliverables, etc.).

8.4 Launch Postponement Due to the Rocket Operator

8.4.1 Definition of Launch Postponement

"Launch Postponement" means a situation where the Rocket Operator (or entity authorized by Rocket Operator) unilaterally postpones the planned

launch or launch campaign date due to reasons related to the launch vehicle, the launch site, weather or other customers of the Rocket Operator, or due to the similar reasons, but not due to reasons attributable to the Provider.

8.4.2 Provider's Obligation to Prove the Reason for Postponement

The Provider shall, without undue delay:

- (a) Inform the Customer in writing of the Launch Postponement; and
- (b) Prove that the Launch Postponement occurred in accordance with Article 8.4.1, in particular by providing notices, technical review minutes, official communications by the Rocket Operator, etc.

If the Provider fails to comply with this obligation or if the cause of the Launch Postponement lies on the side of the Provider, the regime under Articles 8.4.3 and 8.4.4 shall not apply and the Provider shall be liable under the general regime, including the Limit under Article 10.1.

8.4.3 Tolerated Postponement (up to 12 Months)

If the Launch Postponement occurs in accordance with Article 8.4.1 and the cumulative postponement of the planned launch date does not exceed 12 months compared to the original Launch Window under Article 4.1:

- (a) The Parties shall adjust the Milestone schedule to reflect the new launch date;
- (b) Such Launch Postponement shall not be deemed a delay of the Provider and the Customer shall not be entitled, on this ground alone, to claim contractual penalties or damages;
- (c) The payment regime under Article 7 shall remain unchanged unless the Parties agree otherwise in writing.

8.4.4 Postponement Beyond 12 Months – Refund

If the cumulative Launch Postponement occurs in accordance with Article 8.4.1 and exceeds 12 months compared to the original Launch Window the Customer shall have the right, at its discretion, to:

- (a) terminate this Agreement in writing (by withdrawal or mutual termination) and the Provider shall refund to the Customer the amount corresponding to the 85% of the Price, within 30 days from the date of such termination;
or
- (b) agree with the Provider on a new Launch Window.

Refund (as mentioned above) shall be the sole claim and compensation of the Customer if such a situation were to arise

8.4.5 Launch Postponement Not Demonstrably Caused by the Rocket Operator

If the Launch Postponement does not occur in accordance with Article 8.4.1, such Launch Postponement shall be deemed a delay of the Provider and the general provisions on delay, sanctions and liability shall apply, including the Limit under Article 10.1.

9 Insurance and Liability Towards Third Parties

9.1 The Provider shall procure liability insurance for transit according to the Project Documentation.

The Provider shall provide the Customer with a copy of the insurance policy and proof of payment at the latest before the start of transport.

Failure to comply with these obligations shall not constitute a force majeure event and shall not relieve the Provider from its liability under this Agreement.

9.2 The Provider shall be liable for proper, complete and timely submission of all documentation, materials and notifications to competent authorities and third parties necessary to perform this Agreement and for professional care in related coordination. The Provider represents that it is professionally qualified with respect to the subject-matter of this Agreement and has all knowledge, experience, authorizations and capacities necessary to perform its obligations. The exclusions under Article 13 shall not apply to such breaches.

10 Liability, Limitation and Exclusions of Liability

10.1 General Liability Cap

Except as provided in Articles 10.2 and 10.3, the Provider shall be liable for damage caused by its breach of this Agreement up to an amount equal to 300% of the Price (the "**Limit**").

10.2 Launch Vehicle Failure, Failure to Achieve Orbit and Launch Postponement

10.2.1 The provisions on mission risk (8.2, 8.3, 8.4) and liabilities arising therefrom shall apply solely in accordance with Article 8; the Limit of 300% of the Price applies to all other claims of the Customer arising from the Provider's breach of this Agreement, unless provided otherwise herein.

10.2.2 In cases Launch Postponement occurs in accordance with Article 8.4.1, the Provider's liability shall be governed by the special regime under Article 8.4.

10.3 Exclusions from the Limit and Invalid Provisions

10.3.1 The Liability Limit under Article 10.1 shall not apply in cases of:

- (a) Breach of obligations relating to confidentiality or intellectual property rights;
- (b) Damage caused to a person's natural rights or caused by willful breach or gross negligence of the Provider;
- (c) Cases where exclusion or limitation of liability would be invalid under Section 2898 of the Czech Civil Code (i.e. damage caused to a person's natural rights or caused intentionally or through gross negligence).

10.4 Liability for Subcontractors

The Provider shall be liable for the acts and omissions of its subcontractors relating to the performance of this Agreement (including the Integration Partner and operators of partial systems) as if they were its own, unless otherwise specified in this Agreement. Any exclusions or limitations of liability agreed by the Provider in its internal contracts with third parties shall have no effect vis-à-vis the Customer.

11 Sanctions and Delay

- 11.1 The contractual penalty payable by the Customer for late payment shall be ■■■% of the outstanding amount per day of delay.
- 11.2 The contractual penalty payable by the Provider for delay in Milestones defined in Annex A, for which the Provider is designated as the responsible party and where the delay is caused solely by the Provider (not by Integration Partner or Rocket Operator), shall be ■■■% of the proportionate part of the Price attributable to the relevant Milestone under the payment schedule for each day of delay; the right to the contractual penalty shall continue until the Milestone is achieved or this Agreement is duly terminated for the Provider's breach.
- 11.3 Contractual penalties shall not exclude the right to damages to the extent permitted by law and by this Agreement.

12 Termination and Consequences of Termination

- 12.1 Each Party may withdraw from this Agreement for material breach of obligations by the other Party if such breach is not cured within at least 30 days from delivery of a written notice requesting remedy.
- 12.2 Neither Party shall have the right to withdraw from this Agreement solely due to marginal or partial failure to provide cooperation; the breach must objectively and materially prevent performance of this Agreement.
- 12.3 If the Customer withdraws for reasons attributable to the Provider or for causes outside the Customer's sphere of control, the Provider shall refund to the Customer all performance which the Provider has received without legal grounds, within 30 days from delivery of the notice of withdrawal. Withdrawal by either Party shall not replace or limit its liability for breach of this Agreement.
- 12.4 Provisions regarding confidentiality, intellectual property rights, documentation, information, liability and dispute resolution shall survive termination of this Agreement.

13 Force Majeure

- 13.1 Force majeure shall suspend the performance of obligations of the affected Party for the duration and to the extent of the impediment, provided that such Party notifies the other Party of the impediment in writing without undue delay and takes all reasonable measures to mitigate its effects. Upon cessation of the impediment, the Party shall promptly resume performance of this Agreement.
- 13.2 Force majeure shall not apply to circumstances within the control of a Party, including in particular failure to submit mandatory documentation, failure to comply with obligations towards regulatory authorities, or purely financial or operational difficulties of the affected Party.

14 Hardship (Change of Circumstances)

- 14.1 If there is a substantial change in circumstances within the meaning of Sections 1765/1766 of the Czech Civil Code, the affected Party may request the other Party to reasonably adjust this Agreement.

The Parties shall commence negotiations without undue delay and shall endeavour to reach an agreement within 30 days.

Until an agreement is reached, the Parties shall continue to perform this Agreement; the change in circumstances alone shall not entitle a Party to suspend performance.

If no agreement is reached, the Agreement may be reasonably modified or terminated by a court.

- 14.2 This provision is without prejudice to the rights and obligations of the Parties under Article 8 and to the provisions on force majeure.

15 Set-Off

Each Party may unilaterally set off its due claims against due claims of the other Party in accordance with Sections 1982 et seq. of the Czech Civil Code.

16 Confidentiality and Intellectual Property Rights

- 16.1 The Parties shall keep confidential all non-public information exchanged in connection with this Agreement. Technical documentation and information shall remain the property of the Party that provided them.
- 16.2 The Customer is granted a non-exclusive, non-transferable licence to use the technical information to the extent necessary solely for the performance of this Agreement; the licence shall last for the term of this Agreement and only to the extent necessary for its performance.
- 16.3 Breach of obligations relating to confidentiality or intellectual property rights shall be excluded from the liability limitation under Article 10.

17 Notices and Service

- 17.1 All legally relevant acts under this Agreement shall be made in writing and delivered (i) to the registered offices stated in the preamble, (ii) to the notified addresses of contact persons, (iii) to the official Data mailboxes or (iii) to notified service e-mail addresses.
- 17.2 Delivery by e-mail shall be effective upon confirmation of receipt by the other Party, but no later than on the third Business Day after sending, unless earlier receipt is proven.

Refusal to accept delivery or failure to cooperate with delivery shall not render the delivery ineffective.

18 Governing Law and Dispute Resolution

- 18.1 This Agreement shall be governed by the laws of the Czech Republic.
- 18.2 Any disputes arising out of or in connection with this Agreement shall be decided by the courts of the Czech Republic having local jurisdiction over the Customer's registered office.

19 Final Provisions


- 19.1 This Agreement may be amended only by written amendments signed by both Parties; any other arrangements or oral agreements are excluded.
- 19.2 Invalidity or ineffectiveness of any provision of this Agreement shall not affect the validity and effectiveness of the remaining provisions. The Parties shall replace any invalid or ineffective provision with a provision that best reflects its original purpose in legal and economic terms.
- 19.3 This Agreement is executed in electronic form. Each Party shall sign using one of the following methods, which the Parties expressly agree shall have the same legal validity and enforceability as handwritten signatures:
- (a) a qualified electronic signature within the meaning of Regulation (EU) No 910/2014 (eIDAS), or an advanced electronic signature with equivalent legal effect under applicable law; or
 - (b) delivery through a Czech data box (datová schránka) pursuant to Act No. 300/2008 Coll., on Electronic Acts and Authorised Document Conversion, as amended, which shall constitute a signed document by operation of law (Section 18(2) thereof).
- 19.4 This Agreement shall become effective upon the completion of the signing process by the last signing Party. Where signatures are affixed by electronic signature, the date of the final signature shall be deemed the date of conclusion. Where delivery is effected via data box, the date of delivery to the recipient's data box shall be deemed the date of signature by the sending Party.
- 19.5 This Agreement is executed as a single electronic document. Each Party shall receive one electronic copy bearing the signatures (or evidence of data box delivery) of both Parties, which shall constitute the complete and binding agreement between them.

Annexes:

A – Milestone & Evidence Matrix (definition of milestones, evidence documents, link to payments)

B – Deliverables List (documentation checklist, hand-over log)

VZLU AEROSPACE, a.s.

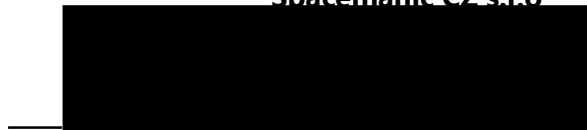


Ing. Josef Kašpar, FEng.
předseda představenstva



JUDr. Petr Matoušek
člen představenstva

Spacemanic CZ s.r.o



Jakub Kapuš
jednatel

ANNEX A – MILESTONE & EVIDENCE MATRIX

A.1 Overview of Milestones

ID	Milestone	Description / Content	Evidence Documents	Responsibility	Acceptance Condition
M1	Launch Slot Allocation (LSA)	Allocation of the launch slot and confirmation of launch reservation within the launch campaign.	LSA Confirmation under Article 7.2.1 (Launch Slot Allocation Statement issued by the Provider).	Provider	Valid reservation confirmation clearly identifying the Customer and the satellites.
M2	Programmatic & Technical Confirmation Package	Delivery of a package of Deliverables containing a confirmed campaign schedule including integration and launch milestones, final or near-final ICD/IDD, confirmed test plan and overview of tests performed and updated risk register with mitigations.	Delivery of Deliverables under Annex B – D2–D6.	Provider	Duly signed hand-over and acceptance protocol of the Deliverables.
M3	Delivery to Integrator (DTI)	Physical delivery of the flight models (Flight Models) to the Integrator at the agreed location.	Delivery and hand-over protocol (Delivery Note / Hand-Over Certificate).	Provider & Customer	Duly signed delivery protocol without material reservations.
M4	Integration Complete (IC); Flight Readiness Review	Completion of mechanical and electrical integration of the satellites into the deployment device (deployer/dispenser). Formal approval of readiness	Integration protocol confirmed by the Integrator; records of functional and compatibility tests (Integration	Provider	Confirmed integration protocol, absence of critical findings. Formal record confirming

ID	Milestone	Description / Content	Evidence Documents	Responsibility	Acceptance Condition
		for flight by the Integrator or the operator.	Protocol + Test Reports). Signed FRR minutes.		approval for loading/flight.
M5	Launch (LCH)	Successful execution of the launch of the launch vehicle.	Launch manifest or official operator statement (Launch Manifest / Statement of Launch Execution).	Provider	Launch confirmed by the operator.
M6	In-Orbit Delivery (IOD)	Demonstrable release of the satellites from the deployer/dispenser into the target orbit under Article 4.1.	(a) Separation telemetry or separation confirmation; (b) Customer's acceptance protocol.	Provider & Customer	(a) Evidence of separation within the target orbit tolerances; (b) Customer's acceptance (not unreasonably withheld).
M7	Post-Deployment Acceptance (PDA)	Confirmation of achievement of IOD and fulfilment of the Provider's obligation to achieve the result. Payload functionality is not tested.	Customer's acceptance protocol (PDA Protocol).	Provider	Acceptance protocol signed by both Parties.

A.2 Timing and Dependencies of Milestones

Milestone	Expected Performance Period	Depends on
M1	T0 + 0 months	---
M2	T0 + 3 months	M1
M3	T0 + 9–12 months	M2
M4	T0 + 15–18 months	M3
M5	T0 + 18–24 months	M4
M6	T0 + 18–24 months (with M5)	M5
M7	T0 + 18–25 months	M6

"T0" means the effective date of this Agreement.

A.3 Acceptance Process

1. Upon achievement of each Milestone, the Provider shall deliver to the Customer the complete Evidence for the relevant Milestone.
2. The Customer shall be entitled, within 10 Business Days from delivery of the Evidence, either to confirm acceptance or to raise reservations, including a written justification.

3. If the Customer does not raise justified reservations within the specified period, the Milestone shall be deemed accepted.
4. In case of justified reservations, the Provider shall implement corrective measures within a period reasonable in light of the nature of the deficiencies identified.

A.4 Special Provisions

1. Documents and evidence provided under this Annex may be delivered in original or electronically, provided they are accompanied by an electronic signature, seal or other proof of authenticity.
2. The Parties may agree additional Milestones, such as Pre-Shipment Review (PSR) or In-Orbit Verification (IOV), if required by the programme or the insurer.

ANNEX B – DELIVERABLES LIST

ID	Payment Milestone	Deliverable Name	Description / Mandatory Content	Format	Delivery Deadline
D1	M1	LSA Confirmation (Launch Slot Allocation Statement)	<ol style="list-style-type: none"> 1. Identification of the Customer and the satellites; 2. Identification of the launch campaign and Launch Window; 3. Reference to the binding arrangement; 4. Statement on binding allocation of the launch slot; 5. Statement on truthfulness and completeness of data and obligation to notify changes 	PDF	Before issuing the invoice under Article 7.2.1

ID	Payment Milestone	Deliverable Name	Description / Mandatory Content	Format	Delivery Deadline
			6. Technical specifications of the interface between the satellites and the deployer.		
D2	M2	Mission & Launch Campaign Plan (updated)	Complete schedule, milestones, risks and mitigations.	PDF, XLSX	At Milestone M2.
D3	M2	Near-final ICD/IDD	Updated technical interface specifications between the satellites and the deployer.	PDF	At Milestone M2.
D4	M2	Technical Requirements Alignment Report	Confirmation of satellite compliance with Rocket Operator requirements; list of change requests.	PDF	At Milestone M2.
D5	M2	Updated Risk Register	Overview of risks, probability, impact and mitigation measures.	XLSX	At Milestone M2.
D6	M2	Preliminary Confirmation from Rocket Operator (if available)	Non-binding confirmation of inclusion in the campaign; if not available, explanation of the reason.	PDF	At Milestone M2.
D7	M2	Provider Compliance Statement	Statement that the Provider's legal relationship with the Rocket Operator covers the Provider's obligations under this Agreement.	PDF	At Milestone M2.

ID	Payment Milestone	Deliverable Name	Description / Mandatory Content	Format	Delivery Deadline
D8	M4	Integration Protocol	Confirmation by the Integration Partner of mechanical and electrical integration.	PDF	At Milestone M4.
D9	M4	Test Reports	Reports of functional, compatibility and vibration tests; integrator's results.	PDF	At Milestone M4.
D10	M4	FRR/LRR Minutes	Minutes and confirmations of Flight Readiness Review or Launch Readiness Review.	PDF	At Milestone M4.
D11	M4	Integration Media & Logs	Photo documentation of integration, logbooks and configuration records.	PDF, JPG	At Milestone M4.
D12	M4	Updated Safety & Hazard Analysis	Final safety analysis according to Rocket Operator requirements.	PDF	At Milestone M4.
D13	---	Launch & Separation Report	Telemetry outputs, separation confirmation, achieved orbital parameters.	PDF + data files	After IOD
D14	---	PDA Protocol	Customer's acceptance protocol under Article 4.2.	PDF	After IOD
D15	---	Compliance / Audit Package	Complete archive of communications, minutes, milestone evidence and contractual documents.	ZIP (PDF, XLSX, data)	Within 30 days after M7.

ID	Payment Milestone	Deliverable Name	Description / Mandatory Content	Format	Delivery Deadline
D16	---	Final Close-Out Package	Final campaign summary, list of deviations, archival documents.	ZIP	Within 30 days after M7.