

AmbaSat Ltd

## Rocket Launch Slot Payment Terms and Conditions

### 1. Definitions

In this Agreement:

- Company                      AmbaSat Ltd
- Customer                     Individuals or entity purchasing a Rocket Launch Slot
- Launch Slot                  The designated payload position and associated services
- Launch Provider            Third-party entity conducting the launch
- Agreement                   refers to these Payment Terms and Conditions
- Services                      All pre-launch, launch, and associated services

### 2. Total Launch Cost

- 2.1.     The total cost for a Rocket Launch Slot is £995.00 GBP.
- 2.2.     All prices are quoted in British Pounds Sterling (GBP) and include applicable VAT.

### 3. Payment Schedule and Allocations

#### 3.1. Initial Deposit

- Amount:                    £30.00
- Due:                        Included in the AmbaSat Rocket Kit purchase price
- Status:                     Non-refundable
- Purpose:                  Secures launch slot reservation and initial administrative costs

#### 3.2. Remaining Balance Structure

The balance of £965.00 is divided into four instalments, each with specific allocations:

##### 3.2.1. Instalment 1: £241.25

Allocated for Regulatory Compliance covering:

- Civil Aviation Authority Orbital Licence Application
- Radio frequency licensing and coordination
- Space debris mitigation plan submission
- Orbital deployment documentation
- Registration of space object with JSpoC and USSPACECOM
- Legal compliance documentation

Note: regulatory requirements may be subject to change based on government or launch provider mandates.

### 3.2.2. Instalment 2: £241.25

Allocated for Integration Services:

- Payload integration documentation
- Interface control documentation
- AmbaSat 3U CubeSat modelling analysis
- Centre of gravity verification
- Mechanical fit checks
- Environmental compatibility assessment
- Integration procedure development

### 3.2.3. Instalment 3: £241.25

Allocated for Testing, Verification & Launch Provider initial payment:

- Vibration testing
- Thermal vacuum testing
- EMC/EMI testing
- Functional testing
- Test documentation and reporting
- Quality assurance procedures
- Safety compliance verification

### 3.2.4. Instalment 4: £241.25

Allocated for final Launch Provider Services:

- Launch insurance contributions if applicable
- Launch provider documentation
- Final integration services

### 3.3. Single Payment of Balance in Full:

- Customers can pay the balance due in full and the payment would be allocated as per 3.2 above.

### 3.4. Payment Deadlines

- Specific payment deadlines will be communicated in writing via email
- The Company reserves the right to adjust payment deadlines with reasonable notice
- All deadlines are based on Greenwich Mean Time (GMT)
- Missed payments may result in forfeiture of the rocket launch slot

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#### **4. Payment Methods and Processing**

##### **4.1. Accepted Payment Methods**

- Bank Transfer
- Credit/Debit Card/PayPal (may be subject to payment processing fees)
- Other methods as specified by the Company

##### **4.2. Payment Processing**

- All payments must be made in GBP
- Customer is responsible for any currency conversion fees
- Payments are considered received only when cleared funds are in the Company's account

#### **5. Refund Policy**

##### **5.1. Initial Deposit**

The £30.00 deposit is strictly non-refundable

##### **5.2. Instalments 1 – 4**

###### **5.2.1. Instalment 1 (Regulatory)**

- Non-refundable
- Covers regulatory filing fees

###### **5.2.2. Instalment 2 (Integration)**

- Non-refundable
- Covers integration
- Required for launch manifest inclusion

###### **5.2.3. Instalment 3 (Testing & Launch Provider)**

- Non-refundable
- Covers mandatory testing procedures
- Initial payment for launch provider

###### **5.2.4. Instalment 4 (Launch Provider)**

- Refundable only prior to transfer to Launch Provider
- Becomes non-refundable upon:
  - Transfer to Launch Provider
- Refund requests must be submitted in writing

##### **5.3. Single payment of balance in full is non-refundable.**

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## **6. Cancellation and Termination**

### **6.1. By Customer**

- Written notice required
- Subject to refund policies stated in Section 5
- Cancellation fees may apply

### **6.2. By Company**

The Company reserves the right to terminate this Agreement if:

- Customer fails to make payments by specified deadlines
- Customer breaches any terms of this Agreement
- Customer fails to return the fully tested AmbaSat-1 ChipSat as described in the returns document
- Launch Provider cancels or substantially modifies launch plans
- Regulatory requirements cannot be met
- Force majeure events occur

## **7. Service Delivery and Modifications**

### **7.1. The Company reserves the right to:**

- Modify launch dates
- Adjust technical specifications
- Change Launch Providers if necessary
- Alter service delivery methods

### **7.2. Customer will be notified of substantial changes in writing**

## **8. Liability and Limitations**

### **8.1. The Company's liability is limited to:**

- The amount paid by Customer
- Direct damages only

### **8.2. The Company is not liable for:**

- Consequential losses
- Indirect damages
- Loss of business opportunity
- Launch delays or cancellations by Launch Provider
- Regulatory approval failures
- Force majeure events

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**9. Force Majeure**

9.1. Neither party shall be liable for failures or delays caused by:

- Natural disasters
- War or civil unrest
- Government actions
- Supply chain disruptions
- Other events beyond reasonable control

**10. Confidentiality**

10.1. Customer agrees to maintain confidentiality regarding:

- Pricing details
- Technical specifications
- Launch details
- Other proprietary information

**11. Governing Law and Jurisdiction**

11.1. This Agreement is governed by the laws of England and Wales

11.2. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales

**12. Amendments**

12.1. The Company reserves the right to amend these terms

12.2. Material changes will be communicated to Customer in writing via email

**13. Contact Information**

For all matters relating to these terms:

AmbaSat Ltd

Company Number: 12123937

6a Garthway, Northallerton, North Yorkshire, England, DL7 8NS

**14. Acceptance**

By making the initial deposit, Customer acknowledges and agrees to all terms and conditions stated in this Agreement.

Last Updated: 12 February 2025