

INTERORBITAL SYSTEMS, INC. SATELLITE LAUNCH CONTRACT

This Sales Contract ("Contract") is entered into by and between Interorbital Systems, Inc. (IOS) (Launch Provider/Seller) and Buyer_____.

Seller's Name: **Interorbital Systems, Inc.** Seller's Address: **1394 Barnes St., Mojave, CA 93501** Telephone: **1.661.965.0771** Email: **ios@interorbital.com**

Buyer's Name:

Buyer's Shipping Address:

City, State, ZIP:

Country:

Telephone:

Email:

1. **Sale of Satellite and/or Launch.** Customer hereby agrees to purchase from Interorbital Systems one or more of the following types of Satellite Launches, Products, or Services:

- TubeSat Kit plus Launch - ID Code: (TS) or (TSS—Shell Only*)
- TubeSat Kit Only; No Launch (Special Academic Arrangement)
- TubeSat Back-up Kit-ID Code: (TSBK)
- CubeSat Kit and Launch(1kg) – ID Code: (CSKL)
- CubeSat Kit and Launch(1.33 kg) – ID Code: (CSKL.33)
- CubeSat Launch (no kit) 1kg max - ID Code: (CSL)
- CubeSat Launch (no kit) 1.33kg max- ID Code: (CSL.33)
- CubeSat Back-up Kit (no launch included) – ID Code: (CSK-BK)
- 30-kg Payload (Total weight of spacecraft and deployment unit) - ID Code: (30KG)
- 45-kg Payload (Total weight of spacecraft and deployment unit) - ID Code: (45KG)
- Import/Export Service Fee for Non-US Buyers (EXP)
- Shipping, Handling, Insurance (outside US) –ID Code (SHIP)
- Suborbital Test Launch Payload Space (STL)

2. **Price.** Full payment is required at time of purchase, unless IOS and the Buyer decide upon another arrangement. Prices listed below are for academic or nonprofit projects.

All TubeSat kit and CubeSat kit sales with full payment include the price of a launch to a 310-km circular polar orbit. These prices are in effect as of June 1, 2016. This document lists the most current pricing and is considered the official price list. It supersedes any other prices listed on-line, in media, or in other promotional materials

Academic/Non-profit Small Business Research/ Arts Pricing: Per Unit

TubeSat Kit and Launch (Standard/Co-Manifested)	\$8,000.00
TubeSat (Shell Only) Launch	\$8,000.00

CubeSat kit (max.1kg; old standard) with launch:	\$15,500.00
CubeSat kit (max.1.33kg; new standard) with launch:	\$19,625.00
CubeSat (max.1.33kg) launch only:	\$16,625.00
CubeSat (max.1 kg) launch only:	\$12,500.00

Available only to builders who have already purchased a TubeSat/launch or CubeSat/launch:

CubeSat Backup Kit (no launch)	\$3,450.00
TubeSat Backup Kit (no launch)	\$2,075.00

Corporate, Military, Government Pricing: Academic Pricing x 2

Examples:

TubeSat Kit with Launch, Government client: \$8000 x 2 =	\$16,000.00
CubeSat Kit with launch, Corporate Client: \$15,500 x 2 =	\$31,000.00

For single-payload 30 kg, 50kg, 100kg Launch (Dedicated/Non-Standard), contact IOS

Payload space on low-altitude test launches (25,000-50,000 ft): \$2500/kg and up, depending upon customer requirements (recovery, deployment video, etc.) and payload mass, volume, and footprint

Dedicated launch (entire payload space) on space-altitude suborbital test launches (310km apogee): \$350,000/100kg. Individual co-manifested space-altitude suborbital payloads: 1kg or less: \$5,000 minimum, academic (dependent upon mission requirements). Dedicated orbital launch: from Contact Interorbital at 661.965.0771

Shipping, insurance, and handling costs for non-US orders (USPS): \$150.00 and up.

Shipping for US buyers: Free

Import/Export License Service Fee \$500.00 (\$250 if for import only)

All sales subject to 8.50% sales tax, except for tax-exempt entities

All Prices are Subject to Change

Academic and Special-Case Purchase Assistance: Partial Pre-Payment for Kit delivery only is acceptable, with deferred balance. Placement on Launch Manifest occurs upon full payment. The requirement for a kit release is a \$4000 deposit for TubeSat Kit and \$6,000 for a CubeSat Kit.

Please note that all the following information applies to both TubeSat and CubeSat Kit and/or Launch buyers:

- 3. Test Launch:** Test launches are flights on low-altitude launch vehicle test flights <50k ft. Please contact IOS for space-altitude suborbital test launch pricing and microgravity opportunities.
- 4. Nonstandard TubeSat Kits:** All non-standard TubeSat Kit purchases should refer to the attached price list, check the desired package and list the product code and total in the space above.
- 5. PicoSat Program Description:** The Buyer's TubeSat(s)/CubeSats will be launched on an IOS Rocket into Low Earth Orbit where it should remain for an estimated period of from 3 weeks to 3 months, depending upon solar activity. The spacecraft will re-enter earth's atmosphere and burn up at the end of its useful life. Each launch may include any of the following payload combinations: a maximum of 24 TubeSats; 15 CubeSats; a single payload up to 60 kilograms; or some combination of these form-factors. IOS' standard target orbit is 310km, circular, and polar.
- 6. TubeSat/CubeSat Testing, Inspection, and Integration:** Each IOS Sat Buyer agrees to test the satellite(s) according to the instruction manual and submit it to IOS for inspection and payload integration by the date established by IOS. IOS will coordinate with the Buyer to schedule delivery, inspection, and integration. If the satellite(s) is not delivered by the specified date, or is deemed unworthy or dangerous to launch, the Buyer's satellite will slip to a later launch (after correcting problems) and be replaced on the current manifest by the next Tube/CubeSat on the waiting list, or by the first in line on the next scheduled launch.
- 7. Scheduled Launch Slot Transfer:** All pre-purchased launches are transferable, but only with the written permission and approval of Interorbital Systems.
- 8. Cancellation:** The Buyer CANNOT cancel a launch purchase once a contract has been signed; launch fees are used for the construction of new launch vehicles. However, all launch slots are transferable with the written permission of Interorbital Systems. If the Buyer requires assistance in the transfer, Interorbital Systems will help the Buyer to find a launch transferee by listing the payload space as "available" on the www.interorbital.com website.
- 9. Refunds:** The Buyer is entitled to a refund from launch provider if the launch provider (IOS) does not in good faith make every reasonable effort to carry out its obligations as described in this contract.
- 10. Launch Schedule:** The Buyer's launch date will be scheduled according to the order in which full payment is received. Suborbital Tests began in the first quarter of 2014 and will continue through 2016. Orbital launches are projected to begin in Q1/2 of 2017. *Interorbital Systems reserves the right to change launch dates, if required.*
- 11. Right of Refusal:** Interorbital Systems reserves the right to refuse anyone the right to participate in its satellite launch program.

12. Export Restrictions and End-User Agreement: ITAR restrictions and regulations may apply to this sale. By signing this contract, the Buyer agrees to be the End-User of this satellite. The spacecraft or kit cannot be shipped to end-users in countries on the current US export control prohibited list. Resellers, freight forwarders, etc., are also prohibited from exporting TubeSat Kit components to these countries. Exports to approved countries may require a US export license. Please contact IOS for more information on export control.

13. Limitation of Liability: IN NO EVENT SHALL INTERORBITAL SYSTEMS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY THE BUYER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Terms and Conditions: Interorbital Systems expects the buyer to acknowledge that he or she has read the above terms and conditions and agrees to abide by them. TubeSat / CubeSat and Launch Buyers may be required to sign additional waivers prior to flight.

15. Governing Law: This agreement shall be controlled by the laws of the State of California. In the event any dispute should arise between the Launch Provider/Seller and the Buyer, we each agree to submit such disputes to exclusive and binding arbitration with the American Arbitration Association, and each shall bear his/her own costs, including attorney's fees incurred in connection with any such arbitration.

If the foregoing is in accordance with your understanding, kindly indicate your approval and acceptance by signing this agreement in the space provided below.

ACKNOWLEDGED AND AGREED:

BUYER'S NAME (PLEASE PRINT)

DATE

BUYER'S SIGNATURE

DATE

INTERORBITAL SYSTEMS, INC. SIGNATURE
Randa R. Milliron, CEO

DATE