



Letter of Intent

This Agreement, a *non-binding* instrument, is made in good faith as a memorandum of understanding between _____, a _____, the owner of a space satellite, and hereinafter "Client", and Kenneth Lunde, an individual, dba Space Mission Architects*, a sole proprietorship, and provider of satellite launch services, hereinafter the "Provider."

Whereas Client wishes to procure the launch services of the Provider to place their satellite in Earth orbit or other destination as described herein, the parties agree as follows:

Client wishes to launch their satellite as described in the "Launch Inquiry" form which is attached hereto and is hereby made an integral part of this Agreement.

Client's required orbit is described as _____

Client shall furnish dimensional drawings in an agreed upon electronic format sufficient for space planning in the launch vehicle payload section.

Satellite shall have integrated mounting adaptors as designated by Provider.

48V DC power will be available before and during flight. Specify maximum amps needed. _____ (If no external power is needed, indicate "0".) If any of other form of onboard support is needed, please specify. _____

Client shall be responsible for transportation of the satellite to Provider's assembly facility.

Client shall insure and/or shall be solely responsible for any damage to Client's satellite. Client shall additionally maintain liability coverage which names Provider as an insured.

Unless agreed upon by the parties, satellite shall not, while in flight, emit any form of radio frequency emission, radiation of any other source, flammable or corrosive gasses or liquids, nor any other thing which may cause harm to another satellite in the payload bay, nor to the launch vehicle itself.

Based on the required orbit and trajectory, satellite mass, and other factors, Provider estimates the price for its launch services under this Agreement to be _____. This figure is Provider's best estimate at this time, but may change due to variety of factors such as available launch venue, fuel costs, etc. Provide will update Client over time regarding the launch, and will provide a firm cost as part of the final agreement.

Confidentiality. Neither information regarding the terms of this Agreement nor specifics regarding the design and capabilities of the satellite nor the launch vehicle shall be released by the opposing party to the public without the expressed written permission of the other party, with the exception of that which has been previously released by the party having ownership. Information may be released to employees of the opposing party solely on a "need-to-know" basis.

Termination of Agreement. This Agreement may be terminated by either party, *without cause*, at any time 120 calendar days or sooner, prior to the requested launch date as stated in the "Launch Inquiry" form, which is attached hereto.

Severability. Should any portion of this Agreement be found to be invalid by an arbitrator or a court of law having jurisdiction, the rest of this Agreement shall nevertheless remain in full force and effect.

Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be mailed by United States registered or certified mail, postage prepaid, and return receipt requested, or delivered personally by hand or by a nationally recognized courier addressed to the party to be notified at the address indicated for such person on the signature page hereof, or at such other address as such party may designate by ten (10) calendar days' advance written notice to the other party hereto. All such notices and other written communications shall be effective on the date of personal delivery or, if mailed, five (5) calendar days from deposit into the United States postal system.

Binding Agreement. This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns of the parties to this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. There are no other agreements, verbal or otherwise.

Disputes. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, shall be decided by binding arbitration in accordance with the provisions of Sec. 44.103 of the Florida Statutes, and the procedure in Rule 1.820 of the Florida Rules et seq. The award rendered by the arbitrators shall be final and binding and judgment may be entered upon it in accordance with applicable law in a court having jurisdiction thereof.

Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war (declared or undeclared), revolution, embargoes, terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, fire, flood, loss or malfunctions of utilities, communications or computer (software and hardware) services. This clause shall remain in effect for a reasonable period of time to enable the parties to resume performance under this Agreement, (optional) provided however, that in no event shall such time extend for a period of more than one hundred eighty (180) days, at which time the entire contract may be declared null and void by either Party. Should either party chose to terminate the Agreement at this time, all credits and liabilities shall be settled as of the date of the injunction of this clause.

Choice of Venue. Arbitration meetings shall take place in Broward County, Florida.

Choice of Law. This agreement shall be governed by the laws of the State of Florida.

Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

*Space Mission Architects will transition to a Florida Corporation on or about January 2, 2020. The parties agree that this Agreement shall survive this transition as though signed by a duly authorized representative of said corporation.

The signatories below certify that they have the legal authority to attest to this Agreement of behalf of their organization.

For Space Mission Architects

For _____

Kenneth O. Lunde, Owner (date)

X _____
(date)