

FRAME CONTRACT FOR GROUND STATION SERVICES

BETWEEN KSAT & ACME ATRONOMATIC

1. CONTRACT

This Contract is a frame contract for Ground Station Services (the “**Contract**”) and is entered between the following parties:

“The Parties”:	“KSAT”	Acme Atronomic
Full Legal Name of Entity	Kongsberg Satellite Services AS	Acme Atronomic
Origin Land of Entity	Norway	United States
Entity Legal Address	Prestvannveien 38 9011 Tromsø	111 W Jefferson St. Ste 200 Orlando, FL 32801
Legal Entity Number	NO 984 079 125 MVA	27-0776767
Invoicing POC	Monika Kornbakk	Chandler Heitman
Address for invoicing	Accountant@ksat.no	ap@acmeaom.com

For Acme Atronomic

For KSAT

Andrew Green
Signature

Apr 12, 2021
Date/Place

Rolf Skatteboe
Signature

Apr 12, 2021
Date/Place

Andy Green
CEO

Rolf Skatteboe
President

1.1 Contract Dates

The Contract begins on the Effective Date and will remain in force and effect through the Expiration Date.

Dates	
Contract Effective Date:	March 31st, 2021
Expiration Date	March 31st, 2026

1.2 Contract Structure

This Contract establishes the terms, conditions and prices for Services under which KSAT will provide Ground Station Services (defined in Section 2 (Definitions)) to Customer. This Contract consists of this main body of the Contract as well as the below Exhibits or Attachments (referred to herein as the “Contract documents”):

- (A) Attachment – KSAT General Conditions of Contract for Ground Station Services;
- (B) Attachment – Service Level Agreement; and
- (C) Attachment – Form of “Work Order”.

1.2.1 Future Annexes

The Parties may add future agreed-upon annexes, and amendments to the exhibits which will be governed by the terms and conditions of this Contract, in each case pursuant to Section 24.1 of the KSAT General Conditions of Contract for Ground Station Services.

1.2.2 Document Precedence

If an ambiguity or conflict arises between or among the terms and conditions of the main body of this Contract and the terms and conditions of any other document (including any annex or exhibit to this Contract), precedence will be given in the following order:

- (A) the terms and conditions of the main body of this Contract; and
- (B) the terms and conditions of any other Contract documents (including for clarity the General Contract Conditions attached hereto) in the order in which they are listed in Section 1.2.

1.2.3 Overriding or Additional PO Terms to Contract

To the extent the Parties wish to supersede the terms or conditions of the main body of this Contract or any other Contract document with the term or condition of a document with a lower order of precedence (as set forth above), such document with a lower order of precedence must expressly state the intent of the Parties to override such terms or conditions. Any additional or different terms proposed by either Party in any purchase order, acknowledgment form or other instrument exchanged by the parties are expressly rejected and will not become part of this Contract.

1.3 Contract

From the Effective Date of the Contract, the Customer shall pay the service fees for as agreed in the Section 4 (Price for Services).

1.4 Contract Renewal

Prior to the Expiration Date, the Customer may notify KSAT that it wishes to renew this Contract for an additional two-year term under the same terms and conditions. Upon KSAT's acceptance and the issue of a written Contract change notice signed by both Parties, the Contract Expiration Date shall be renewed for such two-year term.

2. DEFINITIONS

The following definitions are included in addition to those mentioned in the KSAT General Conditions of Contract.

- (1) **“Ground Station Services”** or **“Services”** will mean the services and related items provided to Customer by KSAT under this Contract and described in further detail in an exhibit in the applicable Annex, and which may include the provision of Satellite downlink and/or uplink communication services, backhaul communication services and installation, hosting and maintenance of CFE at Ground Station Locations.
- (2) **“Ground Station Location”** means the physical location of a Ground Station and which shall initially (and thereafter unless otherwise approved by Customer) be KSAT’s Ground Stations as detailed in a Work Order.
- (3) **“Work Order”** or **“Purchase Order”** is an official statement from Customer with an official signature that states an official procurement of Services from KSAT to be delivered to Customer within a certain timeframe.
- (4) **“Operational Satellite”** means any Customer-owned Satellite for which Customer schedules antenna service contacts within the Ground Station Service.
- (5) **“Decommissioned Satellite”** means any Satellite that Customer removes from Service at the end of its operational life or that has failed insofar as it is no longer materially able to schedule antenna service contacts within the Ground Station Service.

3. SERVICES OBJECTIVE

The main objective for the Services is to provide, receive and transmit signals on S-band and X-band according to the KSATLite specifications through KSAT’s network of Ground Stations or a specific Ground Station to Customer’s owned or operated Satellites (as detailed in a Work Order).

The contract may be expanded to support other frequencies to support Customer as requested by Customer and upon such terms as may be mutually agreed by the parties pursuant to Section 24.1 of the KSAT General Terms & Conditions.

4. PRICE FOR SERVICES

KSAT will deliver Ground Station Services based on Customer issuing a Work Order with reference to this Contract.

4.1 Currency

Currency	
Currency of Invoice:	USD

4.2 Prices for Non-Service items

4.2.1 FUPwV | Engineering Rates:

KSAT has stated the price for additional work not covered in the Contract and which work shall not commence until the Customer issues a Work Order.

- I. Two categories of personnel have been highlighted for possible work associated with this support; Manager/Senior Engineer and Engineer.
- II. These resources can be used for the project management, infrastructure upgrade, maintenance service and backup operational support when requested by the Customer.
- III. KSAT calculates 1 man week equals 40 man hours. Any work ordered which exceeds 40 man hours per week (or 10 hours per day) from the project staff, may be subject to 50 % price escalation due overtime (for the incremental time only).
- IV. The rates including Labor overhead for the personnel categories are as listed below. The prices below will be Fixed Unit Prices with Variation (FUPwV).

	2020	2021	2022
Manager / Senior Engineer	258	266	274
Engineer	227	234	240

- V. Engineering hours will be invoiced based on actual hour consumption prorated for fractional hours and rounded to nearest quarter.
- VI. The Work Order issued by Customer shall contain a clear description of the work to be performed, as well as the type of hourly rate to include. If Customer wants to set a cap on maximum numbers of hours, this shall be stated in the Work Order.
- VII. Work on national holiday, public holiday or during weekends may be subject to 100 % price escalations for the work performed within these time frames.

- VIII. Below is a hyperlink that lists the national and public holidays in Norway at given year:
<http://www.timeanddate.com/holidays/norway/>
- IX. All work will be performed within normal working hours (i.e., will not be subject to any price escalations), unless agreed otherwise between parties in writing.

4.2.2 Cost reimbursement:

KSAT shall as far as possible, not initiate any actions for which Customer may incur additional expenses. If such expenses are found necessary to perform a task set forward by the Customer these expenses such as, but not limited to, custom handling fees/ freight/ electricity/ software/ etc. requested by the Customer which is related to the Services, but not covered by this Contract will be invoiced on a cost reimbursement basis provided that Customer has pre-approved such costs in writing. The cost will be documented by a copy of the prepaid invoice and G&A according to the below surcharge. If the cost is in a different currency than this contract the cost reimbursement part will be converted to the correct currency by the exchange rate on the invoicing date.

G&A Increment	
KSAT G&A Increment	18 %

4.3 Service provision under Work Orders

All service prices will be agreed in a Work Order, and assumes commitment to the support volume for a Satellite end-of-lifetime support. The following will govern the usage of Work Orders:

1. A Work Order issued from Customer shall be issued as early as possible, at least three months prior to start of Service.
2. The official Work Order issued from Customer shall at least contain:
 - a. A reference to such Work Order being governed by this Contract
 - b. Start date of Service
 - c. Service levels that KSAT commits to at an agreed pricing
 - d. To which Satellites the Work Order applies
 - e. Which Ground Station sites will be used to provide service
 - f. If the Service needs deployment of a new antenna system, the Work Order shall include a date for starting to provide Services to the Operational Satellites
3. A Work Order issued from Customer shall be issued as given under section 4.3.1 above, or earlier if agreed between the Parties, prior to start of Service, except the following conditions:
 - a. A Work Order that only extends the term of a specific existing Work Order shall be issued at least one (1) month in advance
 - b. If KSAT needs to install additional antenna resources to support the requested Service volume. KSAT shall state lead-time upon request. The Work Order shall then be

- issued subject to the relevant notice provisions for the particular service specified in the Work Order to ensure sufficient time for KSAT installation.
4. The price per Satellite per month is invoiced in monthly arrears, unless otherwise agreed in the Work Order.
 5. The total monthly price for the Ground Station support (which is described in the Work Orders) will be set forth in the Work Orders.
 6. The price invoice amount for the Services will be calculated according to the period of performance and based on the Operational Satellites as is specified in each Work Order.

4.4 Decommissioned Satellites.

Customer will notify KSAT in writing of any Decommissioned Satellites, upon which date of notice, such Decommissioned Satellites will be removed from contact scheduling and will not be deemed an Operational Satellite for service fee or other purposes hereunder. A Satellite may not be deemed a Decommissioned Satellite by Customer for the sole purpose of avoiding a contractual commitment under this Contract or any Work Order.

5. TECHNICAL DOCUMENTATION

5.1 KSAT Operational Responsibilities

Ground Station Services shall include the following:

- I. Receive and process contact requests from Customer according to scheduling routine described in the KSAT ICD.
- II. KSAT shall provide a port to the Internet that Customer data can be sent through, when ordered by Customer.
- III. KSAT shall provide access to pre-determined antennas, as described in Work Orders, at the times scheduled and confirmed by the scheduling routine described in the ICD.

5.2 Equipment Maintenance Support

Customer may task KSAT to perform maintenance on CFE based on the hourly rate in this Contract, described in Section 4.2.1, based on reception of a written Work Order from Customer.

All cost for shipping and logistics support will be charged to Customer. The support for shipping and logistics will be charged hour by hour, at least one hour per support in addition to the actual shipping/logistics cost.

5.3 Problem request

Any problem, service request or sending a Work Order shall be sent by e-mail to KSAT. The e-mail is to include a detailed problem description and the work that Customer needs to be carried out. The e-mail is to include an Authorization to Proceed (AtP) with the work task that KSAT needs to perform on Customer request. E-mail is to be sent to the project manager and key account manager. Urgent requests may be sent to the TNOC operator if after business hours.

5.4 Service Priority and Availability

KSAT delivers the Ground Station Service as described in the KSAT ICD.

Customer acknowledges that KSAT cannot bear responsibility for Customer's own network problems or internet congestion. Notwithstanding any of the foregoing, this paragraph is not intended to limit the terms of the KSAT General Terms & Conditions or the Service Level Agreement, both of which are attached hereto, or any express terms set forth in a Work Order.

Signature: 
Andrew Green (Apr 12, 2021 14:17 EDT)

Email: andy@acmeaom.com

Signature: 
Rolf Skatteboe (Apr 12, 2021 21:12 GMT+2)

Email: rolf@ksat.no










[NEED SIGNATURE] Con-21-263 Standard Frame Agreement - Acme Atronomatic

Final Audit Report

2021-04-12

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