

Heads of Terms:

UK Microgravity Demonstration Programme

These **Heads of Terms** are made on the date of application and signature for the above Expression of Interest (EOI) by the party identified in the signature section below.

Between **Satellite Applications Catapult Limited** of Quad Three, Harwell Science and Innovation Campus, Harwell, Oxfordshire, OX11 0DF ("the Catapult"); and

The applicant identified in the signature section below ("the Applicant").

1. These Heads of Terms are issued pursuant to an "Expression of Interest" invitation issued by the Catapult ("the EOI") in response to which the Applicant has responded to the Catapult.
2. The EOI sets out an opportunity for applicants to engage in microgravity research, experiments, technical demonstrations, or other activities using platform systems in low earth orbit or beyond ("Research").
3. These Heads of Terms set out the parties' expectations as regards the accommodation services ("Accommodation Services") to be provided by Voyager Technologies Europe SRL ("Voyager") to enable the Applicant to perform the Research.
4. The parties do not intend these Heads of Terms to create legally binding obligations upon the Catapult and are indicative only of the terms and conditions expected to apply to the Applicant in connection with taking up any offer (if and when made) to use Voyager's facilities and resources ("an Offer").
5. The Applicant shall have no right of claim or action against the Catapult arising from these Heads of Terms. PROVIDED ALWAYS that the Catapult may at any time withdraw or modify any Offer if the Applicant indicates that it is unwilling or unable or has failed to comply in any material respect with any requirement set out or referred to in these Heads of Terms.
6. The parties intend that, an Offer being forthcoming from the Catapult to the Applicant, the parties will thereafter enter into a contractually binding agreement setting out their respective rights and obligations in connection with the performance of the Offer.
7. The Applicant reaffirms that it has read and understood the Catapult's terms and conditions associated with its application for an Offer as set out in the invitation and reaffirms that it is bound by those terms.
8. The Applicant will if it accepts the Offer
 - a. Act in good faith towards all parties in performing its obligations pursuant to the Offer;
 - b. Co-operate fully and transparently with the Catapult and with Voyager in assessing the suitability of the Applicant's Research proposals for the Accommodation Services;
 - c. Familiarise itself with and abide by the terms when prescribed by Voyager in connection with the Accommodation Services and accept a direct contractual obligation to Voyager such that Voyager shall be entitled to claim against the Applicant for any breach of such terms;



- d. Accept the liability terms set out by Voyager in connection with using Voyager's Accommodation Services;
- e. Comply with any of Voyager's instructions, regulations, restrictions or other stipulations in connection with using Voyager's Accommodation Services;
- f. Honour any and all terms of confidentiality included within Voyager's terms or elsewhere;
- g. Indemnify the Catapult from any liability to Voyager and any other party arising from its use of the Accommodation Services;
- h. Maintain customary proportionate (and no less than as required by statute, if applicable) all-risk insurances covering its activities arising out of the Offer
- i. Ensure that any estimated funding is available to meet the anticipated difference between the Offer terms and Voyager's estimated price for providing the Accommodation Services;
- j. Treat as confidential and proprietary all matters and discussions connected with the Applicant's dealings with the Catapult and Voyager regarding its application for the Accommodation Services and the Offer, to refrain from disclosing them save to any member of their team who has a need to know, and to be responsible for any breach of confidentiality by any such disclosee.

By signing these Heads of Terms, the Applicant does not commit itself to accepting any future Offer and any future Offer shall remain subject to further contractual agreement.

Signed this [] day of [] 2026 by

For []

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