

TEMPORARY AGREEMENT FOR THE USE OF BUILDING FACILITIES WITHIN THE FRAMEWORK OF THE ESA BIC CASTILLA-LA MANCHA PROGRAMME

PARTIES

On the one part, the Castilla-La Mancha Science and Technology Park Foundation (hereinafter referred to as the PCTCLM or the Foundation), with Tax Identification Number (NIF) G-02325652 and registered office at Paseo de la Innovación No. 1, 02006 Albacete, Spain, duly represented for the purposes of this Agreement by Mr Agustín Moreno Campayo, Director General of the Foundation, acting within the scope of the powers vested in him.

And, on the other part, _____, holder of Tax Identification Number (NIF) _____, with its registered office at _____, duly represented by Mr/Ms _____, acting in the capacity of _____, with full authority to execute this Agreement (hereinafter referred to as the **Company**).

The Parties acknowledge that they have the necessary legal capacity and authority to enter into this Agreement and, to that end, declare as follows:

RECITALS

I. The Castilla-La Mancha Science and Technology Park Foundation (FPCTCLM) has among its statutory objectives the promotion of innovation, research, technology transfer, innovative entrepreneurship and support for technology-based companies by providing infrastructure, specialised services, and business incubation and acceleration programmes.

II. The Foundation coordinates and manages the ESA BIC Castilla-La Mancha programme, implemented in collaboration with the European Space Agency (ESA) and the other organisations forming the consortium established for the management of the programme. The programme aims to support the creation, incubation and growth of innovative companies operating in the space sector or engaged in the transfer of space technologies to other areas of the economy.

III. The Company has been selected to participate in the ESA BIC Castilla-La Mancha programme and has entered into, or undertakes to enter into, the corresponding Incubation Agreement, which sets out the technical, financial and operational conditions governing its participation in the programme.

IV. As part of the support measures provided under the ESA BIC Castilla-La Mancha programme, the Foundation makes available to incubated companies certain office and laboratory space, shared facilities, infrastructure and business support services.

The use of such facilities constitutes an ancillary measure intended solely to facilitate the development of the selected business project and does not pursue any commercial or property exploitation purpose.

V. The Parties wish to regulate the conditions governing the temporary use of the allocated premises through this Agreement, which shall be governed by the following:

TERMS AND CONDITIONS

Clause 1. Purpose. The purpose of this Agreement is to regulate the temporary right of use of the premises identified in Annex I, located within the facilities of the Castilla-La Mancha Science and Technology Park (PCTCLM), together with the associated services and infrastructure whose use is authorised for the duration of this Agreement.

The grant of use is limited exclusively to the right to occupy and use the allocated premises for the implementation of the business project selected under the ESA BIC Castilla-La Mancha

programme, together with access to the common services expressly provided for in this Agreement and in the Foundation's internal regulations.

This Agreement does not confer upon the Company any ownership rights, permanent possession rights, leasehold interest, usufruct, or any other real property right over the premises or any facilities owned or managed by the Foundation.

Clause 2. Legal Nature. This Agreement is governed by private law.

Its purpose is to regulate the temporary use of physical premises as a support measure provided within the framework of the ESA BIC Castilla-La Mancha programme.

The allocation of the premises constitutes an ancillary service of the Incubation Programme and is inseparably linked to the Company's participation in that programme.

Accordingly, the primary purpose of this Agreement is not the commercial exploitation of real property, nor does it constitute a lease entered into for profit-making purposes. Rather, it is a legal instrument intended to facilitate the development of the incubated business project.

This Agreement shall be governed by:

- a) Its own terms and conditions
- b) The ESA BIC Castilla-La Mancha Incubation Agreement
- c) The Internal Regulations of the Castilla-La Mancha Science and Technology Park Foundation (FPCTCLM)
- d) The applicable provisions of Spanish civil and commercial law.

Clause 3. Link to the ESA BIC Castilla-La Mancha Programme

The Company's right to use the allocated premises is expressly conditional upon its continued status as an incubated company within the ESA BIC Castilla-La Mancha programme.

The loss of such status, for any reason whatsoever, shall automatically terminate this Agreement without the need for prior notice and without any entitlement to compensation.

Likewise, any substantial amendment to the Incubation Agreement affecting the Company's right to use the Foundation's facilities shall automatically produce the same effects in relation to this Agreement.

Clause 4. Premises Made Available. The Foundation hereby grants the Company the temporary right to use the following premises:

- **Building:** _____
- **Address:** _____
- **Floor:** _____
- **Office/Unit:** _____
- **Approximate area:** _____ m²

The premises shall be made available in the condition in which they are found on the date of execution of this Agreement.

The Company acknowledges that it has inspected the premises, is familiar with their condition and accepts them as being suitable for the purposes of carrying out its activities.

The Foundation may reallocate the Company to different premises for organisational, technical, operational or safety reasons relating to the operation of the Science and Technology Park. In such cases, the Foundation shall endeavour to provide premises with substantially equivalent characteristics and shall give the Company at least fifteen (15) calendar days' prior notice, except in duly justified cases of urgency.

Clause 5. Permitted Use of the Premises. The premises made available under this Agreement shall be used exclusively for activities directly related to the business project selected under the ESA BIC Castilla-La Mancha programme.

The Company is expressly prohibited from:

- Carrying out activities other than those authorised under the programme;

- Undertaking industrial activities incompatible with the nature or intended use of the building;
- Using the premises as storage space for purposes unrelated to the incubated project;
- Using the premises as residential accommodation;
- Assigning, subletting or otherwise allowing third parties to use the premises; or
- Carrying out activities that may pose a risk to the building, its facilities or other users

The Company shall be solely responsible for obtaining any administrative permits, licences or authorisations that may be required for the conduct of its activities.

The Foundation shall not be liable for any refusal by the competent public authorities to grant such permits, licences or authorisations

Clause 6. Term. This Agreement shall enter into force on the date of its execution and shall remain in effect for the full duration of the ESA BIC Castilla-La Mancha Incubation Agreement entered into by the Company.

The initial term of this Agreement shall be twelve (12) months, without prejudice to any extensions or renewals that may be approved within the framework of the ESA BIC Castilla-La Mancha programme.

Where the Foundation approves an extension of the incubation period, this Agreement shall be automatically extended for the same period, unless the Parties expressly agree otherwise.

The expiry, termination or cancellation of the Incubation Agreement shall automatically result in the termination of this Agreement without the need for any further notice.

The Company may also relinquish its right to use the premises by giving the Foundation at least fifteen (15) calendar days' prior written notice.

Clause 7. Free-of-Charge Use of the Premises. The temporary right of use granted under this Agreement is provided free of charge and forms part of the support measures offered by the Castilla-La Mancha Science and Technology Park Foundation (FPCTCLM) to companies selected to participate in the ESA BIC Castilla-La Mancha programme.

The use of the premises constitutes an ancillary and inseparable component of the incubation programme, intended solely to facilitate the development of the selected business project. Accordingly, this Agreement does not constitute a lease or tenancy agreement and gives rise to no obligation on the part of the Company to pay rent.

Consequently:

- The rent is fixed at ZERO EUROS (EUR 0.00).
- The Foundation shall not issue any periodic invoices for the occupation or use of the premises.
- The free-of-charge nature of this arrangement shall remain in force only for as long as the Company retains its status as a beneficiary of the ESA BIC Castilla-La Mancha programme and complies with the obligations assumed under this Agreement and the Incubation Agreement.

The use of additional services that are not expressly included within the scope of the incubation programme may give rise to the payment of the corresponding charges, in accordance with the tariffs approved by the Foundation and in force at the relevant time.

Clause 8. Services Included. During the term of this Agreement, the Company may use, at no additional cost, the general services that the Foundation makes available to incubated companies, including, but not limited to:

- Reception services during normal office hours.
- Telephone switchboard services.
- Incoming postal mail distribution.
- Security services through CCTV surveillance. The Company may install its own internal security measures within the allocated premises.
- Access to the common parking areas, without reserved spaces.

- Building access control through electronic access cards. The Foundation shall provide the necessary access cards.
- Electricity supply. Electricity consumption during the Foundation's standard business hours, from Monday to Friday, is included.
- Water supply.
- Cleaning services. Cleaning of both the common areas and the Company's allocated premises (as identified in Annex II) shall be provided three (3) times per week, at times that do not interfere with the Company's activities.
- Heating, ventilation and air-conditioning (HVAC). Climate control services are included during the Foundation's standard business hours, from Monday to Friday.
- Maintenance of common areas, including gardens, window cleaning, shared facilities and access areas.
- Electric vehicle charging points, subject to availability and the Foundation's operating rules.
- Use of the common parking spaces available within the premises, without individual allocation.

Any other general services that the Foundation may decide to provide to incubated companies. The Foundation may modify, extend or reduce these services for organisational, technical or budgetary reasons. Such changes shall not give rise to any right to compensation.

Clause 9. Use of Common Areas

The Company may use the common areas of the building solely for purposes directly related to the development of its business activities.

Such use shall be subject to compliance with:

- the rights of other users;
- the rules governing coexistence within the facilities;
- the Foundation's Internal Regulations; and
- any instructions issued by authorised personnel of the Foundation.

The permanent occupation of common areas by furniture, equipment, documentation or any other items unrelated to their intended shared use is strictly prohibited.

Where considered necessary, the Foundation may establish reservation procedures for the use of specific common areas.

Clause 10. Use of Laboratories, Scientific Equipment and Technical Infrastructure

Where the Company wishes to use laboratories, scientific equipment or technical infrastructure owned by the Foundation or by the collaborating entities participating in the ESA BIC Castilla-La Mancha programme, such use shall be subject to the prior authorisation of the Foundation and, where applicable, of the owner of the relevant equipment.

The authorisation may establish, among other matters:

- technical conditions governing the use of the facilities or equipment;
- permitted operating hours;
- access restrictions;
- mandatory training requirements;
- health and safety requirements;
- operating procedures and protocols; and
- the designation of responsible or supervising personnel.

Access to laboratories or scientific equipment shall not, in itself, confer any permanent right of use or any exclusive right over such facilities or equipment.

Where the use of specific equipment entails particular operating costs, consumables, calibration, maintenance or specialised technical support, such equipment shall be used in accordance with the conditions and instructions established by the Foundation.

The Company shall be liable for any damage caused to the equipment as a result of improper or negligent use attributable to the Company or its personnel.

Clause 11. Access Hours

The Foundation shall determine the standard operating hours of its facilities.

Notwithstanding the above, the Company may be authorised to access the premises outside the standard operating hours where the needs of the incubated project so require.

Access to the facilities shall be managed by the Foundation through access cards, personal access codes or other technological access control systems.

Any loss, theft or improper use of such access credentials shall be reported to the Foundation immediately.

Clause 12. Obligations of the Foundation

The Foundation shall:

- a) Make the premises available in a condition suitable for their intended use.
- b) Maintain the building's general facilities in good working order.
- c) Provide the common services referred to in this Agreement, subject to its organisational and budgetary resources.
- d) Facilitate the proper implementation of the ESA BIC Castilla-La Mancha programme.
- e) Inform the Company of the internal rules and regulations applicable to the use of the facilities.
- f) Ensure equal treatment of all incubated companies participating in the programme.

The Foundation does not guarantee the uninterrupted availability of electricity, telecommunications, heating, ventilation and air-conditioning (HVAC), or any other utility or service where interruptions are caused by technical failures, maintenance operations, force majeure events or actions attributable to third parties.

Clause 13. General Obligations of the Company

The Company undertakes to:

- a) Use the allocated premises exclusively for the implementation of the approved business project.
- b) Maintain its status as an incubated company throughout the entire term of this Agreement.
- c) Comply with all obligations arising from the ESA BIC Castilla-La Mancha Incubation Agreement.
- d) Comply with the Internal Regulations of the Castilla-La Mancha Science and Technology Park (PCTCLM).
- e) Use the premises, facilities and equipment with due care and diligence.
- f) Keep the allocated premises in a clean, orderly and well-maintained condition throughout the term of this Agreement.
- g) Immediately notify the Foundation of any incident, malfunction, damage or defect affecting the premises or the facilities.
- h) Respect the rights of the other users of the building and its facilities.
- i) Allow authorised personnel of the Foundation access to the premises whenever reasonably necessary for maintenance, safety, inspection or operational purposes, following prior notice except in cases of emergency.
- j) Comply with all applicable legislation relating to labour law, taxation, commercial activities, environmental protection, industrial safety and occupational health and safety.

Clause 14. Prohibited Activities

Unless expressly authorised in writing by the Foundation, the Company shall not:

- a) Assign or transfer the right to use the premises to any third party.
- b) Sub-license, sublet or otherwise grant the use of all or part of the premises to any third party.
- c) Alter the internal layout or configuration of the allocated office or workspace.
- d) Carry out building works or alterations of any kind.
- e) Install machinery, equipment or systems that may affect the technical characteristics or operation of the building.

- f) Display external signs, advertisements or identification other than those expressly authorised by the Foundation.
 - g) Store hazardous substances outside the areas specifically designated and authorised for that purpose.
 - h) Bring animals onto the premises, except for assistance dogs or other animals whose access is legally protected.
 - i) Carry out activities other than those expressly authorised under the ESA BIC Castilla-La Mancha programme
- Failure to comply with any of the above prohibitions may constitute grounds for the early termination of this Agreement.

Clause 15. Liability of the Company

The Company shall bear sole responsibility for the conduct of its business activities and for any personal injury, material damage or financial loss arising therefrom.

In particular, the Company shall be liable for:

- a) Any damage caused to the allocated premises, the building's facilities, furniture or equipment owned by the Foundation that is attributable to the acts or omissions of the Company or of its employees, contractors, collaborators, suppliers, customers or visitors.
- b) Any damage caused to other companies established within the Castilla-La Mancha Science and Technology Park (PCTCLM).
- c) Any damage caused to third parties as a consequence of the Company's activities.
- d) Any failure to comply with the applicable legislation relating to labour law, taxation, environmental protection, industrial regulations, public health, safety or occupational health and safety.

The Foundation shall bear no responsibility whatsoever for any obligations assumed by the Company towards third parties.

Clause 16. Liability of the Foundation

The Foundation shall be liable only for damage directly attributable to its wilful misconduct or gross negligence in the performance of the obligations assumed under this Agreement.

Under no circumstances shall the Foundation be liable for:

- a) Loss of electronic data or digital information.
- b) Interruption or failure of telecommunications services.
- c) Interruptions or failures affecting electricity, water supply, heating, ventilation and air-conditioning (HVAC), telecommunications or other utilities where such interruptions result from circumstances beyond the Foundation's reasonable control.
- d) Theft, burglary, loss of or damage to property belonging to the Company.
- e) Loss of business opportunities, loss of profits or revenue, or any indirect, consequential or incidental damages.

Clause 17. Insurance

The Foundation shall maintain such insurance policies as it considers appropriate to cover its property and public liability risks in relation to the building and its facilities.

However, such insurance shall not cover the Company's assets, including, without limitation, equipment, documentation, prototypes, technological developments, intellectual property or any other property owned by the Company.

The Company undertakes to maintain, throughout the term of this Agreement, adequate public liability insurance covering the risks arising from its activities. Where appropriate, having regard to the nature of the project, the Company shall also maintain insurance covering its own property, equipment and other assets.

The Foundation may, at any time, require the Company to provide copies of the relevant insurance policies together with evidence that they remain in force.

Clause 18. Occupational Health and Safety

The Company shall be solely responsible for complying with the applicable occupational health and safety legislation in relation to its employees and personnel.

The Company shall also comply with:

- the building's safety rules;
- emergency procedures;
- evacuation plans; and
- any instructions issued by the authorised personnel of the Science and Technology Park.

Where the implementation of the project involves the use of laboratories, scientific equipment or technical facilities, the Company shall also comply with all specific operating procedures and safety protocols applicable to those facilities.

Clause 19. Amendments

Any amendment to this Agreement shall be made in writing by means of a formal amendment (addendum) duly executed by both Parties.

Decisions adopted by the Foundation for organisational purposes relating to the reallocation of premises, operating hours, common services or the internal management of the building shall not be regarded as contractual amendments, provided that they do not substantially alter the purpose or essential terms of this Agreement.

Clause 20. Grounds for Termination

This Agreement may be terminated on any of the following grounds:

- a) Expiry of the incubation period.
- b) Termination of the ESA BIC Castilla-La Mancha Incubation Agreement.
- c) Voluntary withdrawal by the Company.
- d) Serious or repeated breach of any obligation arising under this Agreement.
- e) Loss of the Company's status as an incubated company within the ESA BIC Castilla-La Mancha programme.
- f) Use of the premises for purposes other than those authorised.
- g) Assignment of the right to use the premises to, or use of the premises by, unauthorised third parties.
- h) The carrying out of unlawful activities or activities incompatible with the proper operation of the Science and Technology Park.
- i) Failure to obtain, or subsequent loss of, any administrative permits, licences or authorisations required for the conduct of the Company's activities.
- j) The commencement of insolvency proceedings, dissolution or winding-up of the Company where such circumstances prevent the continuation of the incubated project.
- k) Any other ground for termination provided for under the applicable legislation.

Termination of this Agreement shall require the Company to immediately vacate the allocated premises and return them to the Foundation in the condition required under this Agreement.

Clause 21. Return of the Premises

Upon termination of this Agreement, irrespective of the reason for such termination, the Company shall fully vacate the allocated premises and make them available to the Foundation within a maximum period of five (5) business days, unless the Foundation expressly authorises a longer period.

The premises shall be returned:

- free of all persons and property belonging to the Company;
- in a clean condition and suitable for immediate use;
- together with all furniture, fixtures and installations originally provided, except for normal wear and tear resulting from proper and diligent use; and
- without any unauthorised alterations or modifications.

Clause 22. Personal Data Protection

The Parties undertake to process any personal data to which they have access in connection with the performance of this Agreement in accordance with Regulation (EU) 2016/679 of 27 April 2016 (General Data Protection Regulation – GDPR), Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights, and all other applicable legislation.

Personal data shall be processed solely for the purposes of managing and performing this Agreement and shall be retained only for as long as necessary to comply with the legal obligations arising therefrom.

Each Party shall act as an independent data controller in relation to the personal data processing activities for which it is responsible.

Where it is necessary for one Party to process personal data for which the other Party is the controller, the Parties shall enter into the corresponding data processing agreement in accordance with Article 28 of the GDPR.

Clause 23. Notices

All communications between the Parties relating to this Agreement shall, wherever possible, be made by electronic means.

For this purpose, the Parties designate the following contact details:

Castilla-La Mancha Science and Technology Park Foundation (FPCTCLM)

Contact person: _____

Email: _____

Telephone: _____

Incubated Company

Contact person: _____

Email: _____

Telephone: _____

Any change to the above contact details shall be notified to the other Party in writing.

Any notice or communication shall be deemed to have been duly given when its receipt can be evidenced by any of the communication methods used.

Clause 24. Governing Law

This Agreement is governed by private law.

It shall be governed by:

- a) the terms and conditions set out in this Agreement;
- b) the ESA BIC Castilla-La Mancha Incubation Agreement;
- c) the policies, rules and instructions issued by the Foundation for the proper management and operation of its facilities; and
- d) subsidiarily, the provisions of the Spanish Civil Code and any other applicable rules of private law.

Clause 25. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter.

It supersedes and replaces any prior agreements, understandings, communications or commitments relating to the use of the premises made available under this Agreement.

Should any provision of this Agreement be declared invalid, illegal or unenforceable, such invalidity shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

Clause 26. Jurisdiction

The Parties shall make every reasonable effort to resolve in good faith any dispute or disagreement arising out of or in connection with the performance of this Agreement.

Should an amicable resolution not be possible, the Courts and Tribunals of Albacete (Spain) shall have exclusive jurisdiction to hear any dispute arising from or relating to this Agreement. To the extent permitted by applicable law, the Parties expressly waive any other jurisdiction to which they might otherwise be entitled.

Clause 27. Execution

This Agreement may be executed either by electronic signature or by handwritten signature.

Where the Parties sign this Agreement electronically on different dates, it shall be deemed to have been validly executed and to enter into force on the date of the last signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement in acceptance of all its terms and conditions.

FOR THE CASTILLA-LA MANCHA SCIENCE AND TECHNOLOGY PARK FOUNDATION (FPCTCLM)

D. Agustín Moreno Campayo

General Director

Signature: _____

FOR THE COMPANY

Mr/Ms _____

Position: _____

Signature: _____

AGREEMENT FOR THE AUTHORISATION OF THE USE OF
UNIVERSITY OF CASTILLA-LA MANCHA PREMISES BY
..... WITHIN THE FRAMEWORK OF THE ESA BIC
CASTILLA-LA MANCHA PROGRAMME

APPEARING PARTIES

On the one part, Ms Ángela González Moreno, with address for the purposes of this Agreement at Calle Altagracia No. 50, 13071 Ciudad Real, acting in her capacity as Vice-Rector for Innovation, Employment and Entrepreneurship of the UNIVERSITY OF CASTILLA-LA MANCHA (hereinafter, "UCLM"), in accordance with the powers vested in her pursuant to the Agreement of the Governing Council of the University of Castilla-La Mancha dated 14 April 2023, delegating the authority to approve academic and research collaboration and cooperation agreements to the statutory bodies established in the Resolution of 23 December 2020 (DOCM of 5 January 2021).

On the other part, Mr _____, holder of Spanish National Identity Document (DNI) No. _____, acting in his capacity as ** _____ ** of (hereinafter, the "Entity"), with registered office at and Tax Identification Number (CIF)

The Parties mutually acknowledge that they have the necessary legal capacity to enter into this Agreement and, accordingly, hereby enter into this Agreement for the Authorisation of the Use of Premises, under the following:

RECITALS

I. UCLM has among its objectives the promotion of innovation, research, technology transfer and innovative entrepreneurship, as well as the support of technology-based companies, providing infrastructure, specialised services and business acceleration and incubation programmes for these purposes.

II. UCLM is a member of the partnership promoting the ESA BIC Castilla-La Mancha Programme, pursuant to the Framework Agreement signed by the participating entities on 28 November 2025, whose purpose is to support the creation, incubation and consolidation of innovative companies related to the space sector or to the transfer of space technologies to other economic sectors.

III. The Company has been selected to join the ESA BIC Castilla-La Mancha Programme and has entered into, or undertakes to enter into, the corresponding Incubation Contract, which sets out the technical, financial and operational conditions governing its participation in the Programme.

IV. As an integral part of the support measures provided under the ESA BIC Castilla-La Mancha Programme, UCLM makes certain workspaces, common areas, infrastructure and business support services available to incubated companies.

The use of such premises is an ancillary measure intended to facilitate the development of the selected business project and is not intended for the commercial exploitation of the premises.

V. Both Parties wish to establish the conditions governing the temporary use of the allocated premises through this Agreement, which shall be governed by the following:

ESTIPULACIONES

FIRST. – PURPOSE.-

The purpose of this Agreement is to authorise to use certain UCLM premises, the characteristics of which are specified in Annex I, located at the Ciudad Real and Toledo campuses, for the purpose of developing the business project selected under the ESA BIC Castilla-La Mancha Programme, of which UCLM is a promoting entity.

The authorisation to use the premises shall be accompanied by the corresponding handover and acceptance report, including an inventory of the movable and immovable assets contained therein.

SECOND. – CONDITIONS OF USE.-

..... undertakes not to transfer or assign to third parties the authorisation to use the premises, nor to alter their characteristics without the express authorisation of UCLM. It shall also be responsible for the proper care and preservation of the premises and for any damage caused by wilful misconduct or negligence on the part of its personnel.

THIRD. – FREE USE OF THE PREMISES.-

The right of use governed by this Agreement shall be granted free of charge to and forms part of the conditions established under the ESA BIC Castilla-La Mancha Framework Agreement for UCLM to provide support to companies selected under the ESA BIC Castilla-La Mancha Programme.

The use of the premises constitutes an ancillary and inseparable part of the incubation programme, intended to facilitate the development of the selected business project. It shall therefore not constitute a lease or rental arrangement and shall not give rise to any obligation on the part of the Company to pay rent.

Accordingly:

- The rent is set at ZERO EUROS (€0.00).
- UCLM shall not issue periodic invoices for the use or occupation of the premises.
- The premises shall remain available free of charge only for as long as the Company retains its status as a beneficiary of the ESA BIC Castilla-La Mancha Programme and complies with its obligations under this Agreement and the Incubation Contract.

The use of any additional or extraordinary services not expressly included in the Programme may be subject to the corresponding charges, in accordance with the rates established in Article 7.4 of the UCLM Regulations governing the use of premises, as applicable from time to time.

FOURTH. – TERM.-

This Agreement shall enter into force on the date of signature and shall remain in force for the duration of the ESA BIC Castilla-La Mancha Incubation Contract entered into by the Company.

This Agreement shall have an initial term of one year, without prejudice to any extensions that may be agreed within the framework of the ESA BIC Castilla-La Mancha Programme. If the Company's incubation period is extended, this Agreement shall be automatically extended for the same period, unless otherwise expressly agreed by the Parties.

The expiry, termination or cancellation of the Incubation Contract shall automatically result in the termination of this Agreement, without the need for any additional notice.

The Company may also relinquish its right to use the premises by giving UCLM at least fifteen (15) calendar days' prior written notice.

FIFTH. – RETURN OF THE PREMISES.-

The authorised Entity shall return the premises made available for its use free of charge in any of the following circumstances:

- a) Upon expiry of the term referred to in the preceding Clause;
- b) In the event of a breach of the Entity's obligations concerning the intended purpose or proper use of the premises, or in the event of damage attributable to improper use;

c) Upon termination of the incubation project for which the premises were made available.

SIXTH. – COMPLIANCE WITH UCLM RULES.-

..... shall comply with all rules and regulations established by UCLM regarding the use of its facilities, with particular regard to those relating to occupational health and safety and environmental protection.

SEVENTH. – WORKS AND EQUIPMENT.-

..... shall not carry out any works or install any equipment belonging to it that may be of particular significance due to its power, weight, consumption or emissions, without the prior authorisation of UCLM Management.

EIGHTH. – FURNITURE.-

Any furniture located on the premises at the time they are made available shall remain the property of UCLM. The authorised Entity shall be responsible for its replacement in the event of damage resulting from improper or negligent use. For this purpose, a prior inventory shall be drawn up specifying both the items provided and their condition. Should additional furniture be required beyond that already available on the premises, the cost thereof shall be borne by the Entity. Such additional furniture shall remain the property of the Entity, which shall be responsible for its care and maintenance and may remove it upon termination of this Agreement.

NINTH. – MAINTENANCE.-

UCLM shall be responsible for the preventive and corrective maintenance of the premises, except where repairs are required as a result of improper or negligent use, in which case the cost of repair or replacement shall be borne by the Entity.

TENTH. – RESTORATION OF THE PREMISES.-

Upon termination of this Agreement, both the premises and any movable property belonging to UCLM shall be restored to their original condition. The Entity shall bear any costs incurred in restoring such property to its original condition.

ELEVENTH. – VACATING THE PREMISES.-

In the event of the definitive termination of this Agreement, the Entity shall have a period of one (1) month, from the date on which UCLM notifies the Entity of such termination, to remove its personnel and equipment from the premises.

TWELFTH. – INSURANCE.-

..... shall be required to take out appropriate accident insurance, civil liability insurance and any other insurance that may be applicable, covering all personnel of the Entity carrying out activities at UCLM facilities, as well as any liabilities that may arise in connection with such activities.

THIRTEENTH. – PERSONNEL AND USE OF THE PREMISES.-

The personnel of may carry out their activities, on either a continuous or occasional basis, within the UCLM facilities specified in this Agreement, provided that such activities relate to projects within the framework of the ESA BIC Castilla-La Mancha Programme and that the following requirements are met:

- a. This Agreement must remain in force.
- b. shall provide UCLM Management with the details of the personnel referred to in this Clause.
- c. shall keep the information relating to such personnel up to date and shall notify UCLM of any changes thereto.
- d. shall comply, in respect of its personnel, with all applicable occupational health and safety rules, procedures and requirements established under current legislation and, in all cases, with standards at least equivalent to those established by UCLM for its own personnel.
- e. Under no circumstances may the premises covered by this authorisation be used as the registered office of the Company.

FOURTEENTH. – DISPUTE RESOLUTION AND JURISDICTION.-

The Parties agree that any dispute arising from the interpretation or performance of this Agreement shall first be resolved by mutual written agreement through the persons designated by the Parties for this purpose. Should no agreement be reached, the Parties expressly submit to the jurisdiction and competence of the Spanish Contentious-Administrative Courts, waiving any other jurisdiction that may correspond to them by reason of their present or future domicile.

Having read this Agreement and being fully aware of its content, legal effect and scope, the Parties sign it on the date indicated below:

For the University of Castilla-La Mancha

For the Entity

Ángela González Moreno

.....

ANNEX I

Premises made available to:

Name/Description of the premises:

OFFICE

Address of the premises:

Centre/Building

Floor:

Office nº:

Technical specifications:

Surface area:

Equiment:

AGREEMENT ON THE TERMS OF USE OF PREMISES UNDER THE ESA BIC CASTILLA-LA MANCHA PROGRAMME

PARTIES

On the one part, the **FOUNDATION FOR THE RESEARCH, DEVELOPMENT AND APPLICATION OF COMPOSITE MATERIALS** (hereinafter, **FIDAMC**), with Tax Identification Number (N.I.F.) G-84812296 and registered office at Avenida Rita Levi Montalcini, 29, 28906 Getafe (Madrid), represented for the purposes hereof by **Mr Ernesto González Durán**, Managing Director of the Foundation, duly authorised for this purpose..

And on the other part, _____, with Tax Identification Number (N.I.F.) _____, registered office at _____, represented by Mr/Ms _____, acting in the capacity of _____, duly authorised to execute this Agreement (hereinafter, **the Company**).

Both parties acknowledge that they have the necessary legal capacity and authority to enter into this Agreement and, for such purpose,

STATE AS FOLLOWS

- I. FIDAMC's foundational purposes include increasing the technological capabilities of Spanish companies by collaborating in the development of composite materials technologies, as well as promoting a collaborative network among Universities and Research and Development Centres in technologies related to composite materials.
- II. FIDAMC participates in the ESA BIC Castilla-La Mancha Programme, developed in collaboration with the European Space Agency (ESA) and the other entities forming part of the consortium established to manage the Programme, whose purpose is to support the creation, incubation and consolidation of innovative companies related to the space sector or to the transfer of space technologies to other economic sectors.
- III. The Company has been selected to participate in the ESA BIC Castilla-La Mancha Programme and has entered into, or undertakes to enter into, the corresponding Incubation Contract, which sets out the technical, financial and operational conditions governing its participation in the Programme.
- IV. As part of the support measures provided under the ESA BIC Castilla-La Mancha Programme, FIDAMC makes certain workspaces and business support services available to incubated companies. The use of such spaces constitutes a specific ancillary measure intended to facilitate the development of the selected business project and is not intended for the commercial exploitation of the premises.
- V. Both parties wish to establish the terms and conditions governing the temporary use of the allocated space by means of this Agreement, which shall be governed by the following:

CLAUSES

Clause One. Purpose. The purpose of this Agreement is to establish the terms and conditions governing the use of the space identified in Annex I, located in Illescas (Toledo). The use of the space shall exclusively comprise the right to use the allocated space for the development of the business project selected under the ESA BIC Castilla-La Mancha Programme, together with access to the common services expressly provided for in this Agreement.

The use of the space shall not confer any right of ownership, permanent possession, lease, usufruct or any other right in rem over the property or such facilities.

Clause Two. Legal nature. This Agreement is governed by **private law**. Its purpose is to regulate the temporary use of a physical space as a support measure provided under the ESA BIC Castilla-La Mancha Programme.

The use of the space constitutes an ancillary service under the Incubation Programme and

is inseparably linked to the Company's participation in that Programme.

Accordingly, the main purpose of this Agreement is neither the commercial exploitation of real property nor the creation of a lease for profit, but rather to serve as a legal instrument intended to facilitate the development of the incubated business project.

This Agreement shall be governed by:

- a) Its own clauses.
- b) The ESA BIC Castilla-La Mancha Incubation Contract.
- c) The applicable civil and commercial law.

Clause Three. Link to the ESA BIC Castilla-La Mancha Programme

The right to use the space is expressly conditional upon the Company retaining its status as an incubated company under the ESA BIC Castilla-La Mancha Programme.

Loss of such status, for any reason whatsoever, shall automatically result in the termination of this Agreement, without prior notice and without entitlement to any compensation.

Likewise, any material amendment to the Incubation Contract affecting the right to use the facilities shall have the same effect on this Agreement.

Clause Four. Space made available under the Programme. FIDAMC makes the following space available to the Company for temporary use:

- Building: A13 Illescas Plant Airbus
- Address: Calle Sierra de Gredos, 74u, Illescas (Castilla-La Mancha)
- Approximate floor area: 920 m²

The Company acknowledges that it is familiar with the condition of the premises and accepts them as suitable for the performance of its activities.

FIDAMC may change the space initially allocated for organisational, technical, safety or operational reasons, provided that the replacement space has equivalent characteristics, where possible, and subject to at least fifteen calendar days' prior notice, except in duly justified urgent circumstances.

Clause Five. Permitted use of the space. The space shall be used exclusively for activities related to the business project selected under the ESA BIC Castilla-La Mancha Programme.

The following are expressly prohibited:

- carrying out activities other than those authorised;
- carrying out industrial activities incompatible with the building;
- using the space for storage unrelated to the project;
- using the space for residential or accommodation purposes;
- transferring or assigning its use to third parties;
- installing or carrying out activities that may pose risks to the building or other users.

The Company shall be solely responsible for obtaining any administrative authorisations, permits or licences that may be required for the performance of its activities.

FIDAMC shall not be liable for any refusal by the competent public authorities to grant such authorisations.

Clause Six. Term. This Agreement shall enter into force on the date of its signature and shall remain in force throughout the term of the ESA BIC Castilla-La Mancha Incubation Contract entered into by the Company.

The initial term shall be 12 months, without prejudice to any extensions that may be agreed within the framework of the ESA BIC Castilla-La Mancha Programme.

If an extension of the incubation period is approved by the Fundación Parque Científico y Tecnológico de Castilla-La Mancha, as the entity responsible for the management and coordination of the activities carried out within the framework of the ESA BIC Castilla-La Mancha Programme, this Agreement shall be automatically extended for the same period, unless the parties expressly agree otherwise.

The expiry, termination or cancellation of the Incubation Contract shall automatically result in the termination of this Agreement, without the need for any additional notice.

The Company may also relinquish its right to use the space by giving FIDAMC at least fifteen calendar days' prior written notice.

Clause Seven. Free use of the space. The use governed by this Agreement shall be free of charge and forms part of the support measures provided by FIDAMC to companies selected under the ESA BIC Castilla-La Mancha Programme.

The use of the space constitutes an ancillary and inseparable part of the incubation programme, intended to support the development of the selected business project. Accordingly, it shall not constitute a lease and shall not give rise to any obligation on the part of the Company to pay rent.

Consequently:

- The rent is set at ZERO EUROS (€0.00).
- FIDAMC shall not issue periodic invoices for the use of the space.
- The use of the space shall remain free of charge only for as long as the Company retains its status as a beneficiary of the ESA BIC Castilla-La Mancha Programme and complies with the obligations assumed under this Agreement and the Incubation Contract.

The use of additional services not expressly included in the Programme may be subject to the corresponding charges, in accordance with the rates established by FIDAMC.

Clause Eight. Included services. During the term of this Agreement, the Company may use, at no additional cost, the general services that FIDAMC makes available to incubated companies, including:

- Security services through video surveillance.
- Access control system. Access to the facilities shall be controlled by means of identification cards. For this purpose, the Company shall notify FIDAMC of its intention to use the allocated spaces at least fifteen (15) calendar days before the intended date of use, so that FIDAMC can arrange the corresponding access cards. If this notice period is not observed, FIDAMC cannot guarantee that the access cards will be available on the requested date or, consequently, that effective access to and use of the facilities will be possible.
- Electricity. Electricity consumption during the established working hours, from Monday to Friday, is included.
- Water supply.

Any other general services that FIDAMC may decide to make available to incubated companies.

The provision of these services may be modified, extended or reduced for organisational, technical or budgetary reasons, without giving rise to any right to compensation.

Clause Nine. Use of common areas

The industrial building has no common areas. It is an industrial facility intended for manufacturing activities. The Company may only use the shared toilet facilities and those access, transit and circulation areas strictly necessary to enter and exit the industrial building.

Clause Ten. Use of laboratories, scientific equipment and technical infrastructure

Where the Company requires the use of laboratories, scientific equipment or technical infrastructure owned by FIDAMC or by entities collaborating in the ESA BIC Castilla-La Mancha Programme, such use shall be subject to the prior authorisation of FIDAMC and, where applicable, of the entity that owns the relevant equipment.

Such authorisation may establish:

- technical conditions of use;
- operating hours;
- access restrictions;
- prior training requirements;
- safety rules;
- operating protocols;
- designation of responsible personnel.

Access to laboratories, scientific equipment or technical infrastructure shall not, in itself, confer any permanent or exclusive right of use. Where the use of certain equipment entails specific operating, consumables, calibration, maintenance or specialised technical

assistance costs, such use shall be carried out in accordance with FIDAMC's instructions and may be subject to payment in accordance with the rates established by FIDAMC. The Company shall not be permitted to operate any industrial equipment. Such equipment shall be operated exclusively by FIDAMC personnel for the purpose of meeting the Company's requirements.

Clause Eleven. Access hours

FIDAMC shall establish the standard operating hours of the facilities, and access to the facilities shall be by means of access control cards.

Any loss or improper use of such cards must be reported immediately to FIDAMC.

Clause Twelve. Obligations of the Foundation

FIDAMC shall:

- a) Permit and facilitate the use of the facilities.
- b) Provide the common services set out in this Agreement, subject to available organisational and budgetary resources.
- c) Facilitate the proper implementation of the ESA BIC Castilla-La Mancha Programme.
- d) Inform the Company of the applicable internal rules.
- e) Ensure equal treatment of incubated companies.

FIDAMC does not guarantee the uninterrupted provision of electricity, telecommunications, air conditioning or any other service where an interruption is caused by technical reasons, maintenance work, force majeure or actions by third parties.

Clause Thirteen. General Obligations of the Company

The Company undertakes to:

- a) Use the space and facilities exclusively for the development of the approved project.
- b) Maintain its status as an incubated company throughout the term of this Agreement.
- c) Comply with the obligations arising from the ESA BIC Castilla-La Mancha Incubation Contract and with FIDAMC's Internal Rules and Regulations.
- d) Use the facilities with due care.
- e) Keep the industrial space in a proper state of repair, cleanliness and order.
- f) Immediately report any incident, malfunction or damage.
- g) Respect the rights of all other users of the building.
- h) Comply with all applicable labour, tax, commercial, environmental, industrial safety and occupational health and safety regulations.

Clause Fourteen. Prohibited Activities

Without FIDAMC's express prior written authorisation, the Company may not:

- a) Assign the use of the space to third parties.
- b) Sub-assign all or part of the facilities.
- c) Alter the internal layout of the allocated spaces.
- d) Carry out any construction or alteration works.
- e) Install machinery that alters the technical conditions of the building.
- f) Install external signs.
- g) Store hazardous substances outside specifically authorised areas.
- h) Bring animals onto the premises, except those legally authorised as assistance dogs.
- i) Carry out activities other than those expressly authorised under the ESA BIC Castilla-La Mancha Programme.

Failure to comply with any of these prohibitions may result in the early termination of this Agreement.

Clause Fifteen. Liability of the Company

The Company shall be solely responsible for the conduct of its business activities and for any personal injury, property damage or financial loss arising therefrom.

In particular, the Company shall be liable for:

- a) Any damage to the space, the building facilities, furniture or FIDAMC equipment attributable to the Company or to its personnel, collaborators, suppliers, clients or visitors.
- b) Any damage caused to other companies located at the premises.
- c) Any damage caused to third parties as a result of its activities.
- d) Any failure to comply with applicable labour, tax, environmental, industrial, health and safety or occupational risk prevention regulations.

FIDAMC shall not assume any liability for obligations incurred by the Company towards third parties.

Clause Sixteen. Liability of FIDAMC

FIDAMC shall only be liable for damage directly attributable to wilful misconduct or gross negligence on its part in the performance of its obligations under this Agreement.

Under no circumstances shall FIDAMC be liable for:

- a) Loss of computer data.
- b) Interruption of telecommunications services.
- c) Disruptions to electricity, water, air conditioning or communications services caused by circumstances beyond its control.
- d) Theft, misappropriation or damage affecting property owned by the Company.
- e) Loss of business opportunities, loss of profits or any other indirect or consequential damages.

Clause Seventeen. Insurance

The insurance policies taken out by FIDAMC **do not cover** any property, equipment, documentation, prototypes, technological developments, intellectual property or any other assets owned by the Company.

The Company undertakes to maintain, throughout the term of this Agreement, adequate civil liability insurance covering its activities and, where advisable due to the nature of the project, insurance covering its own property and equipment.

FIDAMC may request copies of the relevant insurance policies and evidence that they remain valid at any time.

Clause Eighteen. Occupational Health and Safety

The Company shall be responsible for compliance with all applicable occupational health and safety regulations in relation to its personnel.

The Company shall also comply with:

- the building's safety rules;
- emergency protocols;
- evacuation plans;
- instructions issued by the personnel responsible for the facilities.

Where the development of the project involves the use of laboratories, scientific equipment or technical facilities, the Company shall also comply with the specific protocols established for such facilities.

Clause Nineteen. Amendments

Any amendment to this Agreement shall be made in writing by means of the corresponding addendum signed by both parties.

Organisational decisions adopted by FIDAMC concerning the reallocation of spaces, operating hours, common services or the internal operation of the facilities shall not be deemed contractual amendments, provided that they do not substantially alter the purpose of this Agreement.

Clause Twenty. Grounds for Termination

The following shall constitute grounds for termination of this Agreement:

- a) Expiry of the incubation period.
- b) Termination of the ESA BIC Castilla-La Mancha Incubation Contract.
- c) Voluntary withdrawal by the Company.

- d) Serious or repeated breach of any of the obligations set out in this Agreement.
- e) Loss of incubated company status.
- f) Use of the space for purposes other than those authorised.
- g) Assignment or use of the space by unauthorised third parties.
- h) Carrying out unlawful activities or activities incompatible with the operation of the facilities.
- i) Failure to obtain, or loss of, the administrative authorisations required to carry out the Company's activities.
- j) The Company entering insolvency proceedings, or its dissolution or winding-up, where this makes continuation of the project impossible.
- k) Any other grounds provided for under applicable law.

If this Agreement is terminated while the Company is using the facilities, the Company shall immediately vacate them.

Clause Twenty-One. Return of the Space

Upon termination of this Agreement, regardless of the reason, the Company shall cease using the facilities and shall vacate them immediately.

The space shall be returned:

- free of any persons and property belonging to the Company;
- clean and in a suitable condition for use;
- with the furniture and facilities originally provided, except for normal wear and tear resulting from proper and diligent use;
- without any unauthorised alterations.

Clause Twenty-Two. Personal Data Protection

The parties undertake to process any personal data to which they have access as a result of the performance of this Agreement in accordance with Regulation (EU) 2016/679 of 27 April 2016 (GDPR), Spanish Organic Law 3/2018 of 5 December, and any other applicable legislation.

Personal data shall be processed exclusively for the management and performance of this Agreement and shall be retained for as long as necessary to comply with the legal obligations arising therefrom.

Each party shall act as an independent data controller in respect of the personal data processing activities it carries out.

Where access to personal data for which the other party is responsible is required, the corresponding data processing agreement shall be entered into in accordance with Article 28 of the GDPR.

Clause Twenty-Three. Notices

All communications between the parties relating to this Agreement should preferably be made by electronic means.

For these purposes, the parties designate the following contact details:

FIDAMC

Contact person:

Email:

Telephone:

Incubated Company

Contact person:

Email:

Telephone:

Any changes to these contact details shall be notified in writing.

Communications shall be deemed validly made when evidence of their receipt by any of the means used is available.

Clause Twenty-Four. Applicable Legal Framework. This Agreement is governed by private law and shall be governed by:

- a) Its own provisions.
- b) The ESA BIC Castilla-La Mancha Incubation Contract.
- c) The agreements and instructions issued by FIDAMC for the proper management of its facilities.
- d) Supplementarily, by the Spanish Civil Code and any other applicable rules of private law.

Clause Twenty-Five. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter.

Any previous agreements, communications or commitments relating to the use of the space made available hereunder shall cease to have effect.

The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions.

Clause Twenty-Six. Execution

This Agreement may be executed by electronic or handwritten signature.

Where both parties sign electronically on different dates, the Agreement shall be deemed executed on the date of the last signature.

In witness whereof, both parties sign this Agreement.

At _____, on the _____ day of _____.

FIDAMC

Mr Ernesto González Durán

Managing Director

Signed: _____

FOR THE COMPANY

Mr/Ms _____

Position: _____

Signed: _____