

**NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
SKYCORP, INC
FOR
ISEE-3 REBOOT PROJECT**

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113), this Agreement is entered into by the National Aeronautics and Space Administration, (hereinafter referred to as "NASA") and Skycorp, Inc located at 23500 Treeview Trail, Los Gatos, CA 95033 (hereinafter referred to as "Partner" or "Skycorp"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

A. Partner Information

Skycorp Incorporated was founded in March of 1998 as a Delaware C Corporation by Dennis Wingo; Skycorp was additionally qualified and authorized to transact intrastate business in California on February 15, 2011. Skycorp has designed power systems and avionics for sounding rockets, qualified a COTS payload for Radio Shack that flew to ISS, designed large telescopes, on orbit servicing systems, and developed methods for assembling spacecraft in orbit. Skycorp co-started the Lunar Orbiter Image Recovery Project (LOIRP), which worked to recover and resurrect the only remaining tape drives capable of playing the only remaining master tapes of the 1960's era Lunar Orbiter Program.. There are no international partners or benefactors with whom Skycorp operates. For the ISEE-3 Reboot project, Skycorp has brought together a small, experienced team from academia and industry.

B. Activity Description

Skycorp hopes to contact and command the ISEE-3 spacecraft into an orbit near Earth and resume some or all of its original research functionality; this effort has been named their 'ISEE-3 Reboot Project'. To attempt this activity, Skycorp needs NASA to provide the necessary authorization to command and control the spacecraft. Skycorp has initiated a crowdfunding campaign over the internet to privately fund its effort.

The purpose of this Nonreimbursable Space Act Agreement (NRSAA) is for NASA, working primarily through NASA Ames Research Center ("NASA ARC") and/or NASA Goddard Space Flight Center ("NASA GSFC"), to set the ground rules, assumptions, and sequence of events for this proposed activity, and facilitate providing Skycorp with the

necessary authorizations to control NASA's ISEE-3 spacecraft should NASA decide to do so. In advance of this NRSAA, export controlled NASA command and control documents at NASA GSFC would need to be released to Skycorp under a separate Non-Disclosure Agreement (NDA).

The ISEE (International Sun-Earth Explorer) Program is a NASA/ESA cooperative program consisting of three satellites intended to study the dynamic properties of Earth's magnetosphere and the solar wind in front of the magnetosphere (study the interaction of the interplanetary medium with the earth's immediate environment and to study the magnetosphere bow shock and magnetosheath in order to derive a better model of the interaction). Specific objectives of the mission were the following:

- a. Investigate the solar-terrestrial relationships at the outermost boundaries of the Earth's magnetosphere.
- b. Examine in detail the structure of the solar wind near the Earth and the shock wave that forms the interface between the solar wind and Earth's magnetosphere.
- c. Investigate motions of and mechanisms operating in the plasma sheets.
- d. Continue the investigation of cosmic rays and solar flare emissions in the interplanetary region near 1 AU.

The ISEE-1 and ISEE-3 spacecraft were the principal contributions of NASA, while ISEE-2 was built and managed by ESA. More than 100 investigators, representing most of the magnetospheric community, from 33 institutes were involved in the ISEE mission and its 32 instruments. The three spacecraft carried a number of complementary instruments for making measurements of plasmas, energetic particles, waves, and fields. The mission thus extended the investigations of previous IMP (interplanetary Monitoring Platform) spacecraft.

C. Value

The value to NASA of this collaboration includes the following:

- a. Recognizing that ISEE-3 has already successfully completed its intended scientific mission, there is a potential opportunity to recover this NASA spacecraft that otherwise will flyby and not return in the near future. . Without a successful orbital trim maneuver, the ISEE spacecraft will continue on its current path to flyby on August 10, 2014, which will result in an orbit that does not return the spacecraft to the vicinity of the Earth for thousands of years.
- b. If spacecraft operations can be resumed, there is an opportunity for NASA to benefit from the STEM educational aspect of graduate student operators of the receive side of the spacecraft after it goes into its final orbit.

The value to Skycorp of this collaboration includes the following:

- a. Skycorp will gain operational experience with a spacecraft operating beyond the bounds of Earth orbit on its approach and operational insight into the requirements for executing these maneuvers as well as the ground support systems requirements.
- b. If successful, Skycorp intends to pursue STEM educational activities.

D. Ground rules and Assumptions:

This NRSAA is subject to the Parties complying with the following Ground Rules and Assumptions. If this activity is pursued, NASA shall require, and Skycorp and its ISEE-3 Reboot Team shall abide by, the following ground rules and assumptions, as well as the Sequence of Events and Authorizations to Proceed (ATPs) described below:

ISEE-3 Path Forward (Space Act Agreement minimum conditions) - Ground Rules and Assumptions:

- a. While NASA is a strong advocate for citizen scientists, NASA is not involved, and shall not be involved, in the ISEE-3 Reboot Project's crowd funding activity.
- b. NASA must provide incremental authorization for the Reboot Project to move forward at each of the Gateway Authorization to Proceed (ATP) points defined below.
- c. NASA retains the right to rescind its authorization at any time.
- d. This agreement will apply only to the plan to communicate and move ISEE-3 to an L1 location. The agreement will not be applicable to any other notional plans should the return to L1 fail.
- e. NASA intends to provide available and releasable data on the spacecraft to the ISEE-3 Reboot Project. Due to the length of time since ISEE-3 development and consistent with NASA records retention policies, a complete set of ISEE-3 documentation does not exist at NASA. Consequently, some documents and information regarding ISEE-3 have been destroyed. NASA will make available such requested documentation as has already been located. NASA will not undertake a search for any additional ISEE-3 records beyond what is currently located.
- f. NASA has not made a determination on the feasibility of the ISEE-3 redirect proposal.
- g. NASA will not provide funds, facilities or consulting services, but will allow up to 80 hours as part of education and outreach for factual data requests.
- h. NASA has no intention of funding operations of ISEE-3 or analysis of any ISEE-3 data products regardless of the outcome of the Reboot Project.
- i. For ATPs, NASA will provide an appropriate review team to perform assessments and produce recommendations for decision by SMD for each incremental ATP. NASA will solely determine what is appropriate in terms of the composition of the review team and the scope of the review.

E. Sequence of Events and Authorizations to Proceed (ATP)

This NRSAA is further subject to the Parties complying with the following Sequence of Events and Authorizations to Proceed. NASA shall require, and Skycorp and its ISEE-3 Reboot Team shall abide by, the following Sequence of Events, if this activity is pursued, including and in particular the Authorizations to Proceed (ATPs):

The following sequence of events describes the incremental process leading to the eventual proposed recovery of the ISEE-3 spacecraft. NASA shall require that Skycorp's Reboot Team comply with all required events and ATP's below. It is agreed that either

party may terminate this sequence of events unilaterally and without cause at any step in this process.

1. Link Budget information & ESA Coordination (NASA)

- a. Provide all available data necessary to make a link budget calculation pending review for ITAR and Proprietary constraints. Facilitate a NDA for ITAR restricted documentation. Proprietary documentation will not be provided. (NASA)
- b. Communicate ISEE-3 plan forward with ESA.

2. Initial Communications Feasibility Assessment (Reboot Team). Skycorp Reboot Team shall:

- a. Provide link margin calculations and analysis to show that the right assets are available and adequate to attempt to establish two-way communications with the spacecraft.
- b. Provide written commitments from any partners required for initial contact.
- c. Provide evidence that all appropriate communications licenses are in place.

Incremental ATP-1: Subject to Reboot Team's completion of the Initial Communications Feasibility Assessment activities above - NASA authorization to transmit and receive ISEE-3 commands and telemetry, respectively, for the sole purpose of assessing the state of health of the spacecraft and instruments. The only authorized commands are to turn on coherency and telemetry.

3. Information delivery (Reboot Team to NASA):

Provide all available ISEE-3 information and data. Information will not be cataloged or inventoried and will be delivered 'as-is'.

4. Spacecraft Health Assessment and Maneuver Plan (Reboot Team)

- a. Provide an evaluation of the state of the spacecraft and its capability to safely execute maneuvers, including the integrity of the command and data handling subsystems, including any memory, and the integrity of the propulsion subsystems, including thrusters.
- b. Provide an executable maneuver plan consistent with all relevant NASA policies resulting in an end state that has potential utility. This plan shall include fault management and contingency operations.
- c. Describe the potential utility.

Incremental ATP-2: Subject to Reboot Team's completion of all Spacecraft Health Assessment and Maneuver Plan activities above - NASA authorization for all necessary commanding to execute the maneuver plan and make an assessment of the instrument suite state of health.

5. Submission of ISEE-3 Redirect Plan (Reboot Team)

Authorization to Proceed Review Equivalent: A Plan is to be provided to NASA SMD to operate ISEE-3 and associated ground systems in compliance with NASA policies, requirements, and constraints during the operational phase of a mission. This shall include as a minimum:

- a. Identification of Team Members; relevant experience; responsibilities: note that team members shall be limited to U.S. nationals only.
- b. Mission Timeline and events.
- c. Mission Operations and Communications Plan inclusive of long term orbit maintenance plan.
- d. Evaluation of the state of ISEE-3, both spacecraft and instrumentation.
- e. Demonstration of Compliance with Planetary Protection Requirements in case of Lunar flyby maneuver.
- f. Assessment of the value of the proposed plan.
- g. Orbital debris assessment report.
- h. Contingency plans (including fault management strategy, memory corruption, thruster nozzle penetration).
- i. Decommissioning Plan.

Incremental ATP-3: Subject to Reboot Team s completion of the ISEE-3 Redirect Plan - NASA authorization for execution of Redirect Plan

6. Annual Report (Reboot Team):

Provide a summary of ISEE-3 operations and science activity as well as a description of any major anomalies or changes in spacecraft state.

Incremental ATP-3+i: NASA re-authorization for execution of Redirect Plan for __ith year.

7. Change Request (Reboot):

Provide requests for any significant deviation from the Redirect Plan to be inclusive of changes to the trajectory maintenance plan.

Incremental ATP-4+j: NASA authorization for execution of change j.

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to

- a. NASA shall manage and comply with all Grounds Rules and Assumptions of this agreement and activity.
- b. NASA shall manage and comply with all the requirements of the Sequence of Events and Authorizations to Proceed (ATF) under this agreement.
- c. NASA is aware of scientific and engineering resources that may assist the Reboot Team in obtaining data associated with the ISEE-3/ICE spacecraft. At NASA's sole discretion, NASA may provide a list of such scientific and engineering resources without endorsement.
- d. If the activity is successful, NASA will review any proposed STEM educational activities proposed by Skycorp
- e. Skycorp personnel currently occupy space in NASA Ames Research Center's building 596 (an old McDonalds restaurant). Although it appears this use of building 596 is related to the Lunar Orbiter Image Recovery Project (LOIRP), the mechanism that provides for Skycorp to occupy NASA's building 596 has not been located. Under this NRSAA, NASA ARC intends to continue to allow Skycorp to use space in building 596 for Skycorp's ISEE-3 Reboot Team to perform activities contemplated under this agreement. Upon completion of the activities under this NRSAA, any continued presence in building 596 by Skycorp will need to be under, and will be subject to execution of, an appropriate agreement for the use of the building space.

B. Partner will use reasonable efforts to:

- a. Skycorp shall comply with all Ground Rules and Assumptions of this Agreement.
- b. Skycorp shall comply with all requirements under the Sequence of Events and Authorizations to Proceed (ATF) under this agreement.
- c. Skycorp shall provide NASA with all materials generated by Skycorp for contacting and commanding the ISEE-3 spacecraft.
- d. Skycorp shall provide NASA with all data received from the ISEE-3 spacecraft, including:
 - d.1 Engineering telemetry
 - d.2 Experiment data from experiments and all other data shall be provided as soon as reasonably practical but no later than 3 months after data acquisition.
 - d.3 Information necessary to support an ATP review to be provided 2 days prior to review.
- e. Skycorp shall provide NASA with a long-term plan for the operation of the ISEE-3 spacecraft, including:
 - e.1 Post-Earth capture orbit
- f. If the activity is successful, Skycorp shall provide NASA with its plan to pursue STEM educational activities, including:
 - f.1 Citizen science activities
 - f.2 Student participation.

g. As noted above: Skycorp personnel currently occupy space in NASA Ames Research Center's building 596 (an old McDonalds restaurant). Although it appears this use of building 596 is related to the Lunar Orbiter Image Recovery Project (LOIRP), the mechanism that provides for Skycorp to occupy NASA's building 596 has not been located. Under this NRSAA, NASA ARC intends to continue to allow Skycorp to use space in building 596 for Skycorp's ISEE-3 Reboot Team to perform activities contemplated under this agreement. Upon completion of the activities under this NRSAA, any continued presence in building 596 by Skycorp will need to be under, and will be subject to execution of, an appropriate agreement for the use of the building space.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

- | | |
|--|-----------------------|
| 1. SkyCorp begins its responsibilities under the ISEE-3 Sequence of Events and Authorizations to Proceed | May 2014 |
| 2. SkyCorp performs redirect plan in accordance with the Sequence of Events and Authorizations to Proceed | May-August 2014 |
| 3. ISEE-3 commences science operations | August-September 2014 |
| 4. SkyCorp provides Annual Report in accordance with the Sequence of Events and Authorizations to proceed under this agreement, including technical status and engineering performance | April 2015 |

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners,

NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Partner further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

C. In consideration for providing the use of U.S. Government resources, in the event the U.S. Government incurs any claim, liability, or damage arising from or related to activities under this Agreement, Partner agrees to indemnify and hold the U.S. Government harmless against such claim, liability, or damage.

ARTICLE 9. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY

With respect to products or processes resulting from a Party's participation in a Space Act Agreement (SAA), each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.

2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
 - a. known or available from other sources without restriction;
 - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
 - c. made available by the owners to others without restriction; or
 - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice under paragraphs A.3., B. or H. of this Article or for Data Partner gives, or is required to give, the U.S. Government without restriction.
10. Partner may use the following or a similar restrictive notice under paragraphs A.3., B. and H. of this Article.

Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement SAA2-402926

Partner should also mark each page containing Proprietary Data with the following or a similar legend: "Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page."

B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA or its Related Entities under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for two years after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and no indication of restriction under paragraphs A.3., B, C, or H of this Article (i.e., Data has no restrictive notice) is presumed to be published. The following royalty-free licenses apply.

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of 1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

Partner hereby provides the Government with a license to use, reproduce, distribute and prepare derivative works of all future data and resulting images obtained by Partner from ISEE-3 for government purposes.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

H. Handling of Background, Third Party Proprietary, and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
 - a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);
 - b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
 - c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).
2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
3. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.

a. Background Data:

None

b. Third Party Proprietary Data:

None

c. Controlled Government Data:

1. NASA provided controlled documents and data to Skycorp under a separate Release and Non-Disclosure Agreement, executed May 7, 2014, and any subsequent amendments thereto.
2. NASA authorizations and/or command codes, and telemetry for the NASA ISEE-3 spacecraft provided under this agreement.
3. NASA ISEE-3 spacecraft.

d. NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance

with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs:

None

4. For Data with a restrictive notice and Data identified in this Agreement, Receiving Party shall:

- a. Use, disclose, or reproduce the Data only as necessary under this Agreement;
- b. Safeguard the Data from unauthorized use and disclosure;
- c. Allow access to the Data only to its employees and any Related Entity requiring access under this Agreement;
- d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
- e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
- f. Dispose of the Data as Disclosing Party directs.

I. Oral and visual information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
2. Reduces the Data to tangible form with a restrictive notice as required by paragraphs A.3., B, and H of this Article, and gives it to NASA within ten (10) calendar days after disclosure.

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. General

1. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement, except as provided herein.
2. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.
3. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

C. NASA Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related Entity employees, or jointly between NASA and Related Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any of these inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

D. Joint Inventions with Partner

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Partner employees, and employees of either Party's Related Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:

1. refrain from exercising its undivided interest inconsistently with Partner's commercial business; or
2. use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

E. Rights to be Reserved in Partner's License

Any license granted Partner under paragraphs B., C., or D. of this Article is subject to the following:

1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.
2. For inventions made solely or jointly by employees of a NASA Related Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Related Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.

2. Partner shall include the following in patent applications for an invention made jointly between NASA employees, its Related Entity employees and Partner employees:

The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.

ARTICLE 12. USE OF NASA NAME AND EMBLEMS

A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 13. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

ARTICLE 14. DISCLAIMER OF WARRANTY

Goods, services, facilities, equipment, or information provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the

condition of any such goods, services, facilities, equipment, or information, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 15. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 16. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at

NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 17. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or one (1) year from the Effective Date, whichever comes first.

ARTICLE 18. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 19. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" related shall survive such expiration or termination of this Agreement.

ARTICLE 20. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA Ames Research Center

Greg Schmidt
Deputy Director of NLSI
Mail Stop: 17-1
Moffett Field, CA 94035
Phone: (650) 604-2611
gregory.schmidt@nasa.gov

Skycorp, Inc

Dennis Wingo
CEO
285B Mountain View Avenue
Mountain View, CA 94041
Phone: (310) 403-1346
wingod@skycorpinc.com

ARTICLE 21. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 22. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner.

ARTICLE 23. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 24. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 25. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 26. SIGNATORY AUTHORITY

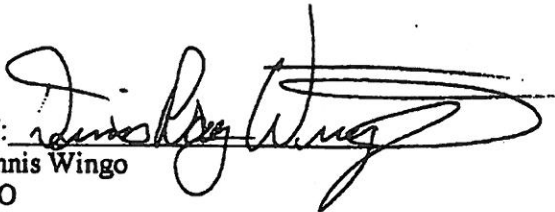
The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
AMES RESEARCH CENTER**

BY: 
Dr. S Peter Worden
Center Director

DATE: 5/19/14

SKYCORP, INC

BY: 
Dennis Wingo
CEO

DATE: 5/16/14

ARTICLE 26. SIGNATORY AUTHORITY (continued)

**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION**

ACCEPTED AND RATIFIED

BY: 

for Dr. John Grunsfeld
Associate Administrator
Science Mission Directorate

DATE: 5/20/2014