SPACE ACT AGREEMENT
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
GOOGLE INC.
FOR
RESEARCH AND DEVELOPMENT COLLABORATION

I. AUTHORITY

This domestic Space Act Agreement (the "Agreement") is entered into by Google Inc., a Delaware corporation with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Google"), and the National Aeronautics and Space Administration ("NASA"), Ames Research Center ("ARC"), Moffett Field, California 94035-1000. The legal authority for NASA to enter into this Agreement is found in sections 203 (c) of the National Aeronautics and Space Act of 1958, 42 U.S.C. Section 2473(c)(5) and (6), as amended.

II. PURPOSE

The purpose of this agreement is to establish a framework for cooperative activities to be developed between Google and NASA. Collaborative research activities under this Agreement may include the sharing of expertise, and/or the use of facilities (including testing, equipment, and related services).

The parties will develop projects, as appropriate, to be conducted under this agreement ("Projects"). Projects approved by the management of the two organizations will be implemented as specified in Annex Agreements ("Annex") that upon execution by the parties will be made part of this Agreement. Annex Agreements may be non-reimbursable where each party bears its own cost of participation, or reimbursable where the costs incurred by NASA for use of facilities, equipment, or services are reimbursed by Google. Annexes shall be substantially in the form of the template attached hereto as Exhibit A (Google-NASA Annex Agreement). Results of the projects may be distributed or reported upon in meetings, workshops and professional publications consistent with this Agreement and its Annexes, and as appropriate and mutually agreed by the parties.

III. RESPONSIBILITIES

A. Both parties will use commercially reasonable efforts to negotiate Annexes to this Agreement, including descriptions of specific work and desired schedules in order to accomplish the purposes of this Agreement. Each Party shall provide all resources necessary to fulfill its obligations as more particularly set forth in the Annex(es) to this Agreement.

B. If the Project involves Google's use of NASA research facilities or equipment:

1. Google will:
   a. submit a test plan or similar document within a specific period of time and may not commence testing until the plan is approved by NASA;
   b. comply with all NASA safety and security requirements identified in NASA's policies and procedures at the time of the applicable Annex; and
   c. comply with all applicable environmental laws.

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2. NASA will:

a. provide the requested test facility or equipment at ARC and appropriate personnel to operate the facility or equipment, as required, to complete the test program within the specified number of days. The determination of the appropriate personnel, both in number, skill mix, and identity, shall be at the reasonable discretion of NASA.

IV. SCHEDULE AND MILESTONES

Each Project identified in an Annex will include a schedule of milestones and due dates for each task in the project. Additionally, the lead and support parties will be identified.

V. FINANCIAL OBLIGATIONS

A. Nothing in this Agreement shall be construed to imply any commitment of NASA or Google funds or appropriations to each other. Each party will fund its own participation in this Agreement.

B. In the event an Annex contemplates a transfer of funds as reimbursement by Google to NASA for the cost of NASA's activities related to this Agreement, the following provisions shall apply:

1. Google agrees to reimburse NASA for the estimated cost identified in the Annex for NASA to carry out its responsibilities under this agreement. In no event will NASA transfer any U.S. Government funds to Google under this agreement. Payment must be made by Google in advance of initiation of NASA's efforts.

2. Payment shall be made in the form of a check payable to NASA Ames Research Center and sent to:

Collection Agent
Financial Management Division
NASA Ames Research Center
Mail Stop 203-18
Moffett Field, CA 94035

3. NASA will not provide services or incur costs beyond the available funding amount. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this agreement will be accomplished for the above estimated amount. Should the effort cost more than estimate, Google will be advised by NASA as soon as possible. Google shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should the Agreement and/or Annex be terminated, or the effort completed and cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within six (6) months after completion of all effort under this Agreement, and promptly thereafter, return any unspent funds to Google.

C. Notwithstanding any other provision of this Agreement, 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, Title 31 U.S.C. § 1341.

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VI. LIABILITY AND RISK OF LOSS

A. With regard to activities undertaken pursuant to this agreement, neither party shall make any claim against the other, employees of the other, the other's contractors or subcontractors, or employees of the other's contractors or subcontractors for any injury to, or death of, its own employees or employees of its contractors or subcontractors, or for damage to, or loss of, its own property or that of its contractors or subcontractors, whether such injury, death, damage, or less arises at any time and from any cause whatsoever (except to the extent the same is caused by willful misconduct).

B. As to third party claims, Google agrees to indemnify and hold the U.S. Government and its contractors and subcontractors harmless from any claim, judgment, or cost arising from the injury to or death of any person, or for damage to or loss of any property (including intellectual property) attributable to Google through its employees, agents, contractors, or subcontractors arising as a result of activities expressly or impliedly covered under this Agreement, whether such injury, death, damage, or loss arises at any time (except to the extent the same is caused by the willful misconduct of NASA).

C. Google agrees to procure and thereafter maintain liability insurance with respect to the performance and time period of this Agreement, and to provide NASA ARC with verification of such insurance. The amount of general aggregate liability coverage under this insurance policy shall be equal to or greater than $3 million dollars ($3,000,000.00). This requirement does not diminish Google's responsibilities to indemnify NASA ARC as stated elsewhere in this Agreement.

D. In the event Google proposes to use research facilities, equipment and/or related services provided by NASA or NASA contractors under this Agreement, Google assumes responsibility for any and all damage done to U.S. Government property, facilities and equipment resulting from use of such property, facilities and equipment, or the activities under this Agreement (and its Annex Agreements), by Google or its contractors or subcontractors. Google will be responsible to pay all costs directly associated with the repair of such damage, except for the normal wear and tear reasonably to be expected as arising from the type of activity contemplated under this Agreement (and the relevant Annexes).

VII. INTELLECTUAL PROPERTY

A. Patent and Invention Rights

1. Definitions:

"Data" means recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to data, of a scientific or technical nature, computer software and documentation thereof, and data comprising commercial and financial information.

"Intellectual Property Rights" means worldwide common law and statutory rights associated with (i) patents and patent applications; (ii) works of authorship, including mask work rights, copyrights, copyright

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applications, copyright registrations and "moral" rights; and (iii) trade and industrial secrets, proprietary rights and confidential information.

"Invention" means any invention or discovery or improvement, which is or may be patentable, or otherwise protectable under 35 USC Section 1 et. seq. that is conceived or reduced to practice by one or more of the inventing party's employees or contractors during the term and in the performance of this Agreement.

"Joint Invention" means any Invention that is first conceived or reduced to practice by one or more of one party's employees with one or more of the other party's employees, during the term and in the performance of this Agreement; provided in the case of a patentable Invention that a party's contribution in such meets the requirements for joint invention under U.S. patent law.

2. General:

Based on the purpose and scope of this Agreement, and the responsibilities of the parties, NASA has made an administrative determination that the provisions of section 305(a) of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. § 2457(a)), do not apply to this Agreement. Therefore, title to and ownership of Inventions made (conceived or first actually reduced to practice) as a consequence of, or in direct relation to, the performance of activities under this Agreement will remain with the respective inventing party (Google or NASA). No patent or invention rights are exchanged between or granted by such parties under this Agreement except as provided herein or in an Annex.

3. NASA Inventions:

a. Upon request, NASA will use reasonable efforts to grant Google, consistent with the requirements of 37 C.F.R. Part 404, a license on terms to be subsequently negotiated to any NASA invention made as a result of activities performed under this Agreement on which NASA decides to file a patent application. This license will be subject to the rights reserved in Section 6 below.

4. NASA Contractor Inventions:

Based on scope of each proposed Annex, NASA will determine the potential involvement of NASA contractors and work with Google to address any impact of potential NASA contractor inventions. In no case shall Google be considered a NASA contractor under this Agreement. If NASA contractors are tasked to perform work in support of specified NASA activities under this Agreement and Inventions are made by contractor employees or jointly between NASA employees and contractor employees, and NASA has the right to acquire or has acquired title to such Inventions, NASA will use reasonable efforts to report such Inventions. Upon request, NASA will use reasonable efforts to grant Google, consistent with the requirements of 37 C.F.R. Part 404, a license on terms to be subsequently negotiated to any such Invention on which NASA has acquired title and decides to file a patent application. This license will be subject to the rights reserved in Section 6 below

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5. Joint Inventions With Google: NASA and Google agree to identify and report to each other, and to cooperate with each other in obtaining patent protection on any Joint Inventions. Upon timely request, NASA may, at its sole discretion and subject to the applicable rights reserved in Section 6 below:

(a) agree to refrain from exercising its undivided interest in a manner inconsistent with Google's commercial interests; or

(b) use reasonable efforts to grant Google, consistent with the requirements of 37 C.F.R. Part 404, an exclusive or partially exclusive license on terms to be subsequently negotiated to NASA's undivided interest in such Joint Inventions.

6. Rights to be Reserved in Google's License:
Any license granted to Google pursuant to Sections 3, 4, or 5 above will be subject to the reservation of the following rights:

a. as to NASA's Inventions and Joint Inventions, the irrevocable, royalty-free right of the Government of the United States to practice such NASA Invention or Joint Invention or have such NASA Invention or Joint Invention 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; and

b. as to NASA contractor Inventions and Joint Inventions, the rights in the Government of the United States as set forth in (5)(a) above, as well as the revocable, nonexclusive, royalty-free license in the contractor as set forth in 14 CFR § 1245.108 or 37 C.F.R. § 401.14 (e), as applicable.

7. Protection of Reported Joint Inventions:
When Joint Inventions are reported and disclosed between the parties in accordance with the provisions of this clause, where the disclosure and use of such Joint Invention is not otherwise limited or restricted herein (e.g., as in Section VII.B.3) and notwithstanding the 2-year period set forth in Section VII.B.4, the Parties agree to withhold such reports or disclosures from public access (excluding filing patent applications at the U.S. Patent & Trademark Office) for a period of two (2) years (unless otherwise mutually agreed) from the date of disclosure in order to enable filing of patent applications. While a patent application is pending, the Parties further agree not to disclose the Joint Invention for a period of the earlier of up to three (3) additional years or until decisions are jointly made with respect to filing on any improvements to the Joint Invention. Where Google provides notice that a Joint Invention includes commingled Google Proprietary Data and data produced by NASA under Section VII.B.4, the confidentiality obligations of Section VII.B.3 control with respect to such Joint Invention. Each Annex agreement may modify the above withholding periods and also address the protection, licensing, and potential publication of Joint Inventions.

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8. Patent Filing Responsibilities and Costs:
The invention and patents rights set forth herein shall apply to any patent application filed and patents obtained in any country, and each party is responsible for its own costs or preparing, prosecuting, issuing, and maintaining patents covering sole Inventions in any country; for Joint Inventions, the parties shall mutually agree in writing for any country as to patent application preparation, filing and prosecution responsibilities and costs, and maintenance responsibilities and costs. As to any Joint Invention for which Google files a patent application, Google agrees to include the following statement therein:

"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 therefor."

9. Related Inventions:

For the purposes of this paragraph, a "Related Invention" is an invention related to the subject matter of this Agreement, but not made as a result of activities performed under this Agreement, that is covered by a patent application or patent owned by NASA or Google. To the extent NASA related Invention(s) are known and identified, upon request, and to the extent such related Inventions are available for licensing, NASA may enter into negotiations with Google for a license to such related Invention(s) consistent with the requirements of 37 C.F.R. Part 404.

B. Intellectual Property and Data Rights

1. General:

(a) "Proprietary Data," as used herein, means Data embodying trade secrets or comprising commercial or financial information that is privileged or confidential.

(b) "Agreement," as used herein, means this Agreement and any Annexes to this Agreement, unless specifically provided otherwise.

(c) Data exchanged between NASA and Google under this Agreement will be exchanged without restriction as to its disclosure, use, or duplication except as otherwise provided below in this provision or in a related Annex. *No pre-existing Proprietary Data will be exchanged under this Agreement unless specifically authorized in writing by the owner of the Proprietary Data.*

(d) The Data rights set forth herein are applicable to employees and contractors of both parties. Each party shall ensure that its employees and employees of any of its contractors that perform activities under this Agreement are aware of the obligations under this clause and that all such employees are bound to such obligations by written agreements.

2. Google Background Data:

(a) If it is necessary for Google to furnish NASA with Data which existed prior to, or was produced outside of, this Agreement, and such Data

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embody Proprietary Data, and such Data is so identified with a suitable notice or legend, , or otherwise specifically identified in an Annex Agreement, then the Data will be maintained in confidence and internally used by NASA and its contractors (under suitable protective conditions) only for the purpose of carrying out NASA's responsibilities under this Agreement. Upon completion of activities under this Agreement, such Data will be disposed of as requested by Google.

(b) At the time of execution of an Annex to this Agreement, a specific listing of Google Background Data items that embody Proprietary Data, and that will be provided to NASA, shall be agreed to by the parties and set forth in the Annex. This list may not be exhaustive, and Google may add to it after the Annex is signed by the parties by providing written notice to NASA.

3. Data Produced by Google under this Agreement: If Data produced by Google in carrying out Google's responsibilities under this Agreement is furnished to NASA, and Google considers such Data to embody Proprietary Data, and such Data is so identified with a suitable notice or legend, or listed in an Annex Agreement for a particular Project as constituting Proprietary Data, then the Data will be maintained in confidence and internally used by NASA and its contractors (under suitable protective conditions) only for the purpose of carrying out NASA's responsibilities under this Agreement. Upon completion of activities under this Agreement, such Data will be disposed of as requested by Google.

4. Data Produced by NASA under this Agreement: As to Data produced by NASA or its contractors in carrying out NASA's responsibilities under this Agreement and which Data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential ("Proprietary Data") if it had been obtained from Google, such Data will, to the extent permitted by law, be appropriately marked with a notice or legend and maintained in confidence for a period of two (2) years after development of the information (under an Annex agreement this period may be negotiated and adjusted up to a period of five (5) years), with the express understanding that during the aforesaid period such Data may be disclosed and used (under suitable protective conditions) by or on behalf of the Government for Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use except as provided under Sections VII(A) and (B). Google agrees not to disclose such Data to any third party without NASA's written approval until the aforementioned restricted period expires.

5. Data Disclosing an Invention: If Data exchanged between NASA and Google discloses an Invention for which patent protection is being considered, the disclosure and use of such Data is not otherwise limited or restricted herein, and the furnishing party specifically identifies such Data, the receiving party agrees to withhold such Data from public disclosure for a period of two (2) years from the date of disclosure (unless mutually agreed otherwise) in order for patent protection to be obtained.

6. Copyright: The following royalty-free, paid-up copyright licenses shall apply to Data exchanged under this Agreement:

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(a) If it is indicated that the Data is subject to restriction under section VII.B, paragraphs 2, 3, 4, and 11, or existed prior to, or was produced outside of, this Agreement, the receiving party and others acting on its behalf, may, during the term of this Agreement, reproduce, distribute, and prepare derivative works of such Data solely for the purpose of carrying out the receiving party's responsibilities under this Agreement; and

(b) If the Data is not subject to section VII.B., paragraph 6(a) above, it will be assumed that the Data was first produced under this Agreement, and, except as otherwise provided in paragraph 5 of this clause and in the Inventions and Patent Rights clause of this Agreement for protection of reported inventions, the receiving party and others acting on its behalf may produce, distribute, and prepare derivative works for any of its own purposes.

7. Disclaimer of Liability:

(a) Notwithstanding any restriction on use, disclosure, or reproduction of Data provided in this Article VII, paragraph B ("Intellectual Property and Data Rights"), neither party shall not be restricted in, nor incur any liability for, the disclosure and use of information contained in any Data for which disclosure and use is restricted under paragraphs 2, 3, and 4 above, if such information: (i) is or becomes generally known without breach of the above, (ii) is known to or is generated by a party independently of carrying out responsibilities under this Agreement, (iii) is rightfully received from a third party without restriction, (iv) is required to be produced or released by the receiving party pursuant to a court order or other legal requirement, (v) is not identified with a suitable restrictive notice in accordance with paragraphs 2, 3 and 4 above, or (vi) is included in Data that the disclosing party has, or is required to, furnish to the U.S. Government without restriction on disclosure and use.

(b) If either NASA or Google believes that any of the events or conditions that remove restriction on the use, disclosure, or reproduction of the Data apply, NASA or Google will promptly notify the other party of such belief prior to acting on such belief, and, in any event, will notify the other party prior to an unrestricted use, disclosure, or reproduction of such Data.

(c) In the event that Data exchanged between NASA and Google include a restrictive notice that NASA or Google deems to be ambiguous or unauthorized, NASA or Google will inform the other party of such condition. Notwithstanding such a notice, as long as such notice provides an indication that a restriction on use or disclosure was intended, the party receiving such Data will treat the Data pursuant to the requirements of Article VII, Intellectual Property, unless otherwise directed in writing by the party providing such Data.

8. Data Subject to Export Control: Technical data, whether or not specifically identified or marked, that is subject to the export laws and regulations of the United States and that is exchanged under this Agreement will be treated as such, and will not be further provided to any foreign persons without proper U.S. Government authorization, where required. Upon the signing of an Annex to this Agreement involving NASA technical Data that is to be used or distributed to Google, NASA

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agrees to provide to Google with a determination as to whether the technical Data and work under the Annex is subject to export control, and whether or not any of such technical Data are classified under the U.S. Munitions List (22 C.F.R. 121).

9. Publication of Results: Recognizing that section 203 of the National Aeronautics and Space Act of 1958 (42 U.S.C. § 2473), as amended, requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof, and that the dissemination of the results of NASA activities is one of the considerations for this Agreement, the parties agree to coordinate proposed publication of results with each other in a manner that allows each party a reasonable amount of time to review, comment, and approve proposed publications. Neither party will publish any results without first obtaining the prior written approval of the other party. Such approval will not be unreasonably withheld. In the event such final results are published, NASA and Google will have a royalty-free right to reproduce, distribute, and use the pre-published work for any purposes.

10. Handling of Government or Third Party Data:

a. In the performance of this Agreement, it is anticipated that Google and its contractors and subcontractors may have access to, be furnished, or use the following categories of Data (which may be technical data, computer software, administrative, management information, or financial, including costs or pricing):

1. Proprietary Data of third parties which the Government has agreed to handle under protective arrangements; and/or

2. Government Data, the use and dissemination of which the Government intends to control.

b. In order to protect the interests of the Government and the owners, licensors and licensees of such Data, Google agrees, with respect to any such third party or Government Data that is either marked with a restricted legend, or specifically identified in this Agreement, to--

1. use, disclose and reproduce such Data only to the extent necessary to perform the work required under this Agreement.

2. allow access to such Data only to those of its employees or contractors that require access for their performance under this Agreement.

3. preclude access and disclosure of such Data outside Google's organization.

4. return or dispose of such Data, as NASA may direct, when the Data is no longer needed for use, disclosure, and reproduction provisions of this clause.

c. Google agrees to inform and instruct its employees and contractors of its and their obligations under this clause and to appropriately bind its employees and contractors contractually to comply with terms substantially similar to those contained in this clause 11(b).

VIII. GOOGLE NONPUBLIC INFORMATION

A. FOIA Protection: NASA agrees that all documents and materials disclosed to NASA and maintained as NASA records under this Agreement, and designated by Google as "Google Confidential" will be reviewed for exemption from disclosure under the Freedom of Information Act ("FOIA"), consistent with federal law and regulation.

B. NASA acknowledges and agrees that its personnel engaged on Projects under this Agreement are employees (or contractors) of the U.S. Government, and that during the term of this Agreement, they are likely to have access to Nonpublic Information. NASA therefore agrees to the following:

a. It is the intention of Google to protect and prevent unauthorized access to and disclosure of Google Nonpublic Information to anyone, other than those who have a need to know, including employees of the United States Government; and,

b. "Google Nonpublic Information" includes, but is not limited to such information as: Google's proprietary information (e.g., information that Google marks as proprietary); Google's advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); Google's trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor); attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and other sensitive information exempt from disclosure by the U.S. Government under the Freedom of Information Act);

c. Federal law (Trade Secrets Act, 18 USC 1905) makes it a crime for any federal employee to knowingly disclose the trade secrets of a private party such as Google.

d. All NASA employees performing duties under this Agreement will execute the Acknowledgement of Trade Secrets Act form included as Exhibit B.

IX. USE OF NAMES, INITIALS, AND DEVICES

A. Name and Initials:

The parties agree that the other's party's names, including trade names, trademarks, service marks, or initials will not be used in connection with a product or service in a manner reasonably calculated to convey any impression that such product or service has the authorization, support, sponsorship, or endorsement of the other party, which does not, in fact, exist. In addition, both parties agree that any proposed public use of the other party's name, trade names, trademarks, service marks, or initials related to this

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Agreement (including press releases and all promotional and advertising use) shall be submitted in advance to the other party for review and approval. Approval by the parties shall be based on applicable law and policy governing the use of each party's names and initials.

B. NASA Emblems:

Use of NASA emblems/devices (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) are governed by 14 C.F.R. Part 1221. Google agrees that any proposed use of such emblems/devices shall be submitted for review and approval in accordance with such regulations.

X. DISCLAIMER OF WARRANTY

ANY GOOGLE-DEVELOPED MATERIALS, AND ANY NASA-DEVELOPED MATERIALS ARE SUPPLIED "AS IS," EACH PARTY AGREES TO USE SUCH MATERIALS AT ITS OWN RISK, AND NEITHER PARTY MAKES ANY WARRANTIES TO THE OTHER OF ANY KIND, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE. EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

XI. COMPLIANCE WITH LAWS AND REGULATIONS

The parties shall comply with all applicable laws and regulations, including, but not limited to, safety, security, export control, and environmental laws and regulations.

XII. INDEPENDENCE OF CONTRACTS

The parties agree that this Agreement is independent of any other contract between the United States Government and Google. By participating in this Agreement, NASA makes no assurances to Google or others as to performance of the objects tested in NASA facilities or other test objects, and relieves Google of none of its obligations under any other contract or Agreement with the Government. This Agreement does not constitute NASA's endorsement of any test results, resulting designs, hardware, or other matters.

XIII. TERM OF AGREEMENT AND RIGHT TO TERMINATION

a. Term. This Agreement becomes effective on the date last signed below ("Effective Date"), and shall expire thirty-six (36) months from the Effective Date, unless earlier terminated by a party.

b. Termination. Either party, upon a thirty- (30) day written notice to the other party, may terminate this Agreement, without liability, at any time and for any reason it deems substantial. In the event of such termination, each party shall return to the other any data it furnished to assist the other in performance of this Agreement, but each party may retain any data generated by its partial performance under the Agreement, unless the "Inventions and Data Rights" or other section of this Agreement provides otherwise.

c. Survival. The obligations of the parties set forth in the provisions of Sections VI ("Liability and Risk of Loss") and VII ("Intellectual Property") of this Agreement shall continue to apply after the expiration or termination of this Agreement.

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XIV. ANNEXES

a. Each Annex shall include detailed work, schedules and milestones, and any estimated costs to be reimbursed.

b. Annexes are intended to define work to be accomplished and show what choices the parties have made when this Agreement allows choices. Each Annex is an adjunct to this Agreement and is governed by the terms of this Agreement, unless the parties agree to expressly waive or modify those terms in the Annex. In the event of a conflict between the Agreement and any Annex, the Agreement will control.

c. No Annex shall exceed the Term of this Agreement.

d. Annexes may be terminated by either party, at any time and for any reason, upon delivery of a thirty (30) day written notice to the other party. Termination of an Annex is subject to all terms and conditions of Article XIII ("Term of Agreement and Right of Termination") of this Agreement.

XV. DISPUTE RESOLUTION

The applicable project managers for a particular Project will attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to resolve an issue, then the dispute will be referred to the NASA and Google management for joint resolution. If the parties are unable to resolve the dispute, either party may pursue all remedies available to it under law and equity.

XVI. NOTICES; POINTS OF CONTACT

All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by first class mail (or its equivalent), postage prepaid, registered or certified, return receipt requested, transmitted by facsimile (with the original to immediately follow), or by hand delivery (including by means of a professional messenger service or overnight mail) to each Party at its Notice Address. Any such notice or other communication shall be deemed effective when actually received or refused. Either Party may, by similar notice given, change the Legal Notice Address to which future notices or other communications shall be sent.

The following personnel are designated as the key officials for their respective party. These key officials are the principal points of contact between the parties in the performance of this Agreement.

For NASA:
Principal Point of Contact:
Chris C. Kemp
Director of Business Development
NASA Ames Research Center
Mail Stop 200-1A
Moffett Field, CA 94035
Phone: 650-604-4822
Chris.C.Kemp@nasa.gov

Legal Notice Address:
Office of the Chief Counsel
NASA Ames Research Center
Mail Stop 200-12

For Google:
Principal Point of Contact:
B-6 B-6
Google Inc.
1600 Amphitheatre Pkwy.
Mountain View CA 94043
B-6 B-6
B-6 @google.com

Legal Notice Address:
General Counsel
Google Inc.
1600 Amphitheatre Pkwy.

Moffett Field, CA 94035
Fax: 650-604-2346

Mountain View CA 94043
USA
Fax. 650-618-1806

With a copy to (which copy shall not constitute notice):
Chris C. Kemp
NASA Ames Research Center
Mail Stop 200-1A
Moffett Field, CA 94035

With a copy to (which copy shall not constitute notice):
B - B-6
Google Inc.
1600 Amphitheatre Pkwy.
Mountain View, CA 94043
USA

XVII. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement.

XVIII. MODIFICATIONS

Any modification to this Agreement shall be executed in writing and signed by an authorized representative of each party. Any modification which creates an additional commitment of NASA resources must be signed by the original NASA signatory authority or successor, or a higher level NASA official possessing original or delegated authority to make such a commitment.

XIX. ASSIGNMENT OF RIGHTS

Neither this Agreement nor any interest arising under it will be assigned by Google or NASA without the express written consent of the other party. Notwithstanding the foregoing, Google may at any time, on written notice to NASA, assign this Agreement and all of its rights and obligations under this Agreement to any affiliate.

XX. GOVERNING 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.

XXI. ANTI-DEFICIENCY ACT

All activities under or pursuant to this Agreement are subject to the availability of appropriated funds, and no provision shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

XXII. NON-EXCLUSIVITY AND NO PARTNERSHIP

The Agreement is not exclusive; accordingly, either party may enter into similar agreements for the same or similar purposes.

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

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XXIII. EXECUTION

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

GOOGLE INC.

By: _____

Name: Eric Schmidt

Title: Chief Executive Officer

Date: 3 November 2006

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

By: _____

Name: Simon P. Worden

Title: NASA Ames Center Director

Date: 3 NOV 2006

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Google

Exhibit A

Google-NASA Annex Agreement

For

[title of project]

If appropriate, include this header:
GOOGLE CONFIDENTIAL/PROPRIETARY
SUBJECT TO EXEMPTION OF 5 U.S.C. §552(b)(4)

Project Type: *[reimbursable/nonreimbursable]*

Project Lead (Google): [name]

Project Lead (NASA): [name]

This Agreement Annex is an amendment to the Google-NASA Space Act Agreement dated _____ 2006 (the "Agreement"), as specified in Section II of that Agreement.

1 Project Overview

1.1 Introduction and Purpose

[Provide a brief general history and summary to include the project's purpose, goals, overall approach, and timeframe].

1.2 Objectives

[State the specific project objectives and goals].

1.3 Project Description

[Provide a brief overview of the project, indicating important characteristics].

1.4 Responsibilities and Technical Summary

[State the responsibilities of each party and present a technical description of the project. This includes the hardware and/or software to be developed and facilities].

1.4.1 Google shall use reasonable efforts to perform the following responsibilities:

- *[insert specific responsibilities]*

1.4.2 NASA Ames Research Center shall use reasonable efforts to perform the following responsibilities:

- *[insert specific responsibilities]*

1.5 Expected Results

[Described the expected results and deliverables the project is expected to produce].

2 Project Management

2.1 Schedule

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[Provide a schedule showing when events such as key milestones and deliverables are expected. Meetings should be included here].

2.2 Personnel

[List the Collaboration Leads and other key people from both Google and NASA working on the project. Include contact information].

NASA personnel for this Project [will/will not] include Contractors.

2.3 Financial Obligations and Resources

[State whether this a reimbursable or non-reimbursable annex and provide any resources needed for the project].

If reimbursable, include the following language:

2.3.1 NASA Ames Research Center's estimated cost for this Annex is $ _____. Reimbursement provided by Google to NASA shall be subject to Financial Obligations in Section V of the Agreement between NASA Ames Research Center and Google (signed _____). Consistent with the Agreement, this Annex is intended to be the means to transfer funds or other financial obligations from Google to NASA in connection with the Agreement. Reimbursement from Google to NASA for facilities, equipment, property, supplies, or services provided by NASA in support of this Agreement and its Annex may be set forth in a-"Support Agreement" attached to, and hereby incorporated as part of, this Annex.

3 Liability and Risk of Loss

[Specify as per Section VI of the Agreement].

3.1 This Annex is subject to the Liability and Risk of Loss provisions contained within Section VI of the Agreement between NASA Ames Research Center and Google (signed _____).

4. Identified Intellectual Property, including Proprietary Data

[Identify specific intellectual property intended to be covered under Section VII of the Agreement].

4.1 This Annex is subject to the Intellectual Property provisions contained within Section VII of the Agreement between NASA Ames Research Center and Google (signed _____).

4.1.1 The Parties agree to adjust the Data Produced by NASA protection period under Section VII.B.4 as follows: *[No change (remains two years) or adjusted to a period of up to 5 years]*

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4.2 Upon Google's request and in NASA's sole discretion the following will be determined with respect to Joint Inventions:

- NASA agrees that it will refrain from exercising its undivided interest in any Invention that might be conceived or reduced to practice under this Project

  or

NASA will use reasonable efforts to grant Google, consistent with the requirements of 37 C.F.R. Part 404, an exclusive or partially exclusive license on terms to be subsequently negotiated to NASA's undivided interest in such Joint Inventions.

4.3 Background Data to be used in this Project:

[Identify any specific background data]

5. Duration and Modification

Duration of this Annex is [specify duration in months or years] after the date of the last signature to this Annex. Modifications of this Annex may be approved only by a written modification of this Annex, signed by the authorized representatives of the Parties.

IN WITNESS WHEREOF, each party has caused this Agreement Annex to be executed by its duly authorized representative.

GOOGLE INC.	NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
By:_____	By:_____
Name:_____	Name: _____
Title:_____	Title: _____
Date:_____	Date:_____

Legal Dept. Google

EXHIBIT B
ACKNOWLEDGEMENT OF TRADE SECRETS ACT

As a NASA Ames Research Center (ARC) U.S. Government civil servant employee, I acknowledge that the provisions of 18 USC Section 1905 (Trade Secrets Act) apply to me. The Trade Secrets Act precludes me from publishing, divulging, disclosing or making known in any manner or to any extent not authorized by law any non-public/proprietary information coming to me in the course of my employment or official duties, which non-public/proprietary information concerns or is related to trade secrets, processes, operations, style of work or apparatus of Google Inc.

I further acknowledge that in the course of my employment in conjunction with my work on projects under the NASA-Google Domestic Space Act Agreement of November 3, 2006 (the "Agreement"), it may be necessary for me to evaluate certain non-public/proprietary information developed at private expense, marked as such, and provided by Google Inc. I understand that I am precluded from disclosing such confidential information under the Trade Secrets Act. Punishment for violations of the Trade Secrets Act includes fines, imprisonment for up to one year, or both, and termination of Government employment.

While visiting Google Inc. during my work under the Agreement, I will wear my NASA badge. Further, I will not use or disclose such non-public/proprietary information for any purpose other than evaluating a potential opportunity with Google Inc. or carrying out a project with Google Inc. I will advise Google in writing as soon as possible if I become aware of any improper release or disclosure of Google Inc. nonpublic/proprietary information.

Upon completion of my official duties related to this acknowledgement, I will return any nonpublic/proprietary information given to me pursuant to my work under the Agreement, including any transcriptions that I make of nonpublic information to which I have been given access, if not already destroyed, when the purpose for which the information was originally disclosed has been terminated or I will dispose of such nonpublic/proprietary information as otherwise requested by Google Inc.

_____ _____
Signature Date

_____
Title

_____
Division/Branch

_____
Mail Code

Legal Dept Google