

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
ZOOBEAN INC.
FOR COOPERATION IN SCIENCE ENGAGEMENT

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration, located at 300 E Street SW, Washington, DC 20546 (hereinafter referred to as "NASA") and Zoobean Inc, located at 3100 Clarendon Boulevard, Suite 200, Arlington, VA 22201 (hereinafter referred to as "Partner" or "Zoobean"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

This Agreement shall be for the purpose of enabling collaboration between NASA and Zoobean to further both Parties' strategic goals and objectives related to inspiring participation in science.

The NASA mission is to drive advances in science, technology, and exploration to enhance communication, knowledge, education, innovation, economic vitality, and stewardship of the Earth. Specific to this partnership, NASA intends to inspire a new generation of scientists, engineers, explorers, educators, and innovators to pursue careers in science, technology, engineering and mathematics (STEM).

Zoobean curates high-interest, immersive digital content that helps schools and libraries expand and diversify their collections. They enable readers of all ages, interests, and reading levels to have unlimited, simultaneous access to a curated and diverse collection of immersive digital content.

Zoobean seeks to include "Astrobiology: The NASA Graphic History Series" (hereinafter referred to as the "NASA Content") in its Comics Plus service. Under this Agreement, NASA will collaborate with Zoobean on this endeavor. The Parties have related and complementary responsibilities in a number of program areas to implement this partnership. Collaborative efforts will be closely coordinated, through mutually reinforcing activities, to increase the availability of NASA Content curated by Zoobean, inspire broader engagement in science and technology, and encourage future participation in the STEM workforce.

ARTICLE 3. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Make available the NASA Content for inclusion in Partner's digital library platform, subject to NASA's media usage guidelines and applicable law.
2. Confirm that all of the NASA Content provided under this Agreement is the intellectual property of NASA and not subject to copyright restrictions in the United States, allowing Partner to distribute such content in accordance with this Agreement.
3. Review Partner's implementation and presentation of the NASA Content to ensure appropriate attribution to NASA as the source.

B. Partner will use reasonable efforts to:

1. Include the NASA Content in its digital library platform.
2. Comply with NASA's media usage guidelines, including proper restrictions on commercial use involving current NASA employees and astronauts, and adherence to non-endorsement policies.
3. Facilitate NASA's review of implementation and presentation of the NASA Content.
4. Provide metrics and data to NASA for use in internal NASA analytics describing the reach and impact of the NASA Content included in Partner's digital library platform.

ARTICLE 4. SCHEDULE AND MILESTONES

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

Rollout Graphic Histories 1-9 on Comics Plus App	June 2026
Contribute Graphic Histories for future thematic content of campaign development (e.g., STEAM reading guide)	Yearly, beginning 2026
Back to School Collaboration	Yearly, End of Summer
Rollout of Graphic Histories in Spanish, Japanese, Korean, and other language translations in Comics Plus App	January 2028

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 its 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, either Party may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY

A. Each Party hereby waives any claim against the other Party or one or more of its Related Entities (defined below) for any injury to, or death of, the waiving Party or one or more of its Related Entities, or for damage to, or loss of, the waiving Party'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 waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA and its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. For purposes of this Agreement, "Related Entities" shall mean contractors and subcontractors of a Party at any tier; grantees, investigators, customers, and users of a Party at any tier and their contractors or subcontractor at any tier; or, employees of the Party or any of the foregoing.

C. Notwithstanding the other provisions of this Article, the waivers of liability set forth in this section shall not be applicable to:

- i. Claims between a Party and its own Related Entity or between its own Related Entities;
- ii. Claims made by a natural person, his/her estate, survivors, or anyone claiming by or through him/her (except when such person or entity is a Party to this Agreement or is otherwise bound by the terms of this waiver) for bodily injury to, or other impairment of health of, or death of, such person;
- iii. Claims for damage caused by willful misconduct;
- iv. Intellectual property claims;

- v. Claims for damage resulting from a failure of a Party to extend the waiver of liability to its Related Entities, pursuant to paragraph B of this Article; or
- vi. Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Contributing Entity" means a contractor, subcontractor, 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 developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged, 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;
 - c. made available by the owners to others without restriction; or
 - d. required by law or court order to be disclosed without restriction.
4. "Background Data" means Partner's Proprietary Data developed outside of this Agreement.
5. "Third Party Proprietary Data" means Proprietary Data of third parties that disclosing Party has agreed to protect or where the Government is required to protect under federal law (e.g., 18 U.S.C. §1905).
6. "Controlled Government Data" means information the United States Government creates or possesses that requires safeguarding or dissemination controls.
7. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
8. 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.
9. If the Parties exchange Data having a notice that the receiving Party deems is ambiguous or unauthorized, the receiving Party shall notify the disclosing Party. If the notice indicates a restriction, the receiving Party shall protect the Data under this Article until otherwise directed in writing by the disclosing Party.
10. The Data rights herein apply to the employees and Contributing Entities of Partner. Partner shall ensure that its employees and Contributing Entity employees know about and are bound by the obligations under this Article.
11. Disclaimer of Liability: Neither Party is restricted in, or liable for, the use, disclosure, or reproduction of Proprietary Data without a restrictive notice. NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data Partner gives, or is required to give, the U.S. Government without restriction.
12. Partner may use the following or a similar restrictive notice:

Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Intellectual Property - Data Rights provisions of Space Act Agreement [provide applicable identifying information].

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 Contributing 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 under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will both mark it with a restrictive notice and use reasonable efforts to protect it for five 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 disclosing 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 with 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 F.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.

G. Data Subject to Export Control

Whether or not marked, 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 Contributing Entities (as receiving Party) any Background Data, Controlled Government Data, and/or Third Party Proprietary Data, subject to the following conditions:
 - a. Background Data, Third Party Proprietary Data, and Controlled Government Data provided by disclosing Party to receiving Party shall be marked by disclosing Party with a restrictive notice; and
 - b. Background Data, Third Party Proprietary Data, and Controlled Government Data shall be identified in a separate technical document. The technical document should be comprehensive, should be kept current, and does not supersede any restrictive notice on the Data.
2. Notwithstanding H.3., NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the software and related Data in accordance with the SUA. The NASA software and related Data expected to be provided is:
None
3. For such Data identified with a restrictive notice pursuant to H.1, receiving Party shall:
 - a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
 - b. Safeguard such Data from unauthorized use and disclosure;
 - c. Allow access to such Data only to its employees and any Contributing Entity requiring access under this Agreement, or as required by law or court order to be disclosed;
 - d. Except as otherwise indicated in 3.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 Contributing Entity with access about their obligations under this Article; and
 - f. Dispose of such Data as disclosing Party directs.

I. Oral and visual information

If either Party discloses Proprietary Data or Controlled Government Data orally or visually, the other Party will have no duty to restrict, or liability for disclosure or use, unless the disclosing party:

1. Orally informs the other Party before initial disclosure that the Data is Proprietary Data or Controlled Government Data, and
2. Reduces the Data to tangible form with a restrictive notice and gives it to the other Party within ten (10) calendar days after disclosure.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. "Contributing 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.

B. The invention and patent rights herein apply to employees and Contributing Entities of Partner. Partner shall ensure that its employees and Contributing Entity employees know about and are bound by the obligations under this Article.

C. 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. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Contributing Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 11. USE OF PARTIES' NAME AND IDENTIFIERS

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.

C. Partner Name and Trademarks

NASA shall not use Partner's name or trademarks in any way that suggests Partner endorses NASA. NASA will make no use of the Partner trademarks except as permitted by law and this Agreement.

ARTICLE 12. 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. Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115- 10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement, which in the case of umbrella agreements includes any associated annexes, will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided under this Agreement are provided "as is." Parties make no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, 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 Party 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 14. 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 15. 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, including use of Interconnection Security Agreements (ISAs), when applicable.

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.

D. With respect to the requirements in Section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year 2019, Public Law 115-232:

1. In performing this Agreement, Partner will not use, integrate with a NASA system, or procure with NASA funds (if applicable), "covered telecommunications equipment or services" (as defined in Section 889(f)(3) of the NDAA).
2. The Partner will ensure that the provisions of this Article apply to its Related Entities.

ARTICLE 16. 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 five years from the Effective Date, whichever comes first.

ARTICLE 17. TERMINATION

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

ARTICLE 18. 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 clauses shall survive such expiration or termination of this Agreement.

ARTICLE 19. 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

National Aeronautics and Space
Administration (NASA)
Tahira Allen
Digital Lead
Mail Stop: 5066
300 E Street SW
Washington, DC 20546
Phone: 202.358.0793
tahira.s.allen@nasa.gov

Zoobean Inc.
Monica J. Barrette
Collection Development Team Leader
3100 Clarendon Boulevard, Suite 200
Arlington, VA 22201
moni@joyfulreading.com

ARTICLE 20. 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 21. MODIFICATIONS

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

ARTICLE 22. 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 23. 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 24. 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 25. GOVERNMENT PROPERTY

A. NASA Equipment.

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

B. NASA Real Property.

In the event the Partner seeks to occupy NASA real property, to exercise exclusive use over NASA real property, or to improve NASA real property, NASA may require the Parties enter into a real property agreement in accordance with NASA's standard processes and procedures.

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

ZOOBEAN INC.

BY: AMY KAMINSKI
Amy Kaminski
Director, Engagement Branch
Science Mission Directorate

Digitally signed by AMY
KAMINSKI
Date: 2026.06.12 15:16:54 -04'00'

BY: Kelly Hiser
Kelly Hiser
VP of Product

DATE: _____

DATE: 6/22/2026