

**REIMBURSABLE SPACE ACT UMBRELLA AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
THE EXPLORATION COMPANY
FOR
SCIFLI IMAGING OF REUSABLE SPACE CAPSULE FLIGHT TESTS**

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 St SW, Washington, DC, (hereinafter referred to as “NASA”) and The Exploration Company GmbH, located at Behringstraße 6 Planegg 82152 (hereinafter referred to as “TEC”). NASA and TEC may be individually referred to as a “Party” and collectively referred to as the “Parties.”

ARTICLE 2: PURPOSE AND IMPLEMENTATION

This Umbrella Agreement (hereinafter referred to as the “Agreement” or “Umbrella Agreement”) shall establish the scope of work to be conducted by NASA, through the utilization of the NASA Langley Research Center (LaRC)’s Scientifically Calibrated In-Flight Imaging (“SCIFLI”) capability, for the purpose of providing spatial and/or multispectral imaging and data acquisition services during the reentry flight tests of TEC test articles described herein. The NASA LaRC SCIFLI team consists of subject matter experts in the fields of remote sensing, flight operations, systems engineering, and electro-optical & infrared (EOIR) systems development. The team uses this expertise to develop observation missions using state-of-the-art imaging technology and customized NASA aircraft configurations to meet customer requirements. The NASA SCIFLI team is the world leader in airborne imaging of hypersonic vehicles and has a long record of capsule reentry imaging campaigns with a high success rate.

TEC has requested airborne imaging of the Nyx reusable space capsule flight test articles. TEC is developing capsules capable of delivering 4,000 kg of payload to commercial Low Earth Orbit (LEO) space station destinations being developed by Axiom Space. TEC is also developing capsules capable of delivering 5,000 kg of payload for lunar exploration missions identified in NASA’s Moon to Mars Architecture, and capsules capable of delivering 2,000 kg of down-mass capability from lunar orbit to the lunar surface.

SCIFLI imaging provides measurements of thermal protection system performance that are independent from the spacecraft and therefore not subject to the same types of mission risk when acquiring data. Imagery data can be used both qualitatively and quantitatively, especially when EOIR or multispectral systems are utilized, depending on the detailed mission requirements and level of analysis performed.

The capsule flight test campaign is intended to consist of three reentry demonstrator test capsules:

1. "Bikini" Reentry Demonstrator No. 1, a 60cm capsule with a ballistic trajectory;
2. "Mission Possible" Reentry Demonstrator No. 2, a 2.5m diameter capsule with a controlled trajectory; and
3. "Nyx Earth" Reentry Demonstrator No. 3, a full-size LEO capsule vehicle flying to commercial space station(s) and/or Gateway, then back to Earth.

The NASA SCIFLI team shall plan and execute an airborne imaging campaign to collect image-based data sets of the reentry demonstrators as they enter Earth's atmosphere from space. TEC plans to share with NASA thermal protection system performance information and propulsion system performance information related to the flight test article observations enabled by this Umbrella Agreement. NASA may use TEC vehicle performance data for internal purposes and shall protect all data that is deemed proprietary. Specific data rights are outlined in subsequent sections.

The Parties may execute annexes (each an "Annex") under this Umbrella Agreement consistent with the purpose and terms of this Umbrella Agreement. This Umbrella Agreement shall govern all Annexes executed hereunder; no Annex shall amend this Umbrella Agreement. Each Annex shall detail the specific purpose of the proposed activity, responsibilities, schedule, and milestones, and any personnel, property, or facilities to be utilized under the task. This Umbrella Agreement takes precedence over any Annexes. In the event of a conflict between the Umbrella Agreement and any Annex concerning the meaning of its provisions, and the rights, obligations and remedies of the Parties, the Umbrella Agreement is controlling. The Parties intend to execute one (1) Annex concurrently with this Umbrella Agreement.

ARTICLE 3: RESPONSIBILITIES

- A. NASA shall use reasonable efforts to:
1. Provide support of projects undertaken in any Annex, as detailed in the terms of the Annex;
 2. Provide appropriate point(s) of contact for Annex development and operations;
 3. Provide airworthiness reviews, conduct Flight Readiness Reviews, and conduct safety and assurance analysis, as required, ensuring that all pilots, aircrew, and aircraft comply and can be operated in accordance with NASA NPR 7900.3 as well as local policies and procedures for the safe flight evolution at the test site;
 4. Execute any services that are needed to meet NASA or Federal Aviation Administration (FAA) rules and regulations for flight testing, including, but not limited to the following:
 - a. Review of airworthiness criteria required for safe operations;
 - b. Review of systems to be tested and verification of operational criteria;
 - c. Review of other required documentation;
 - d. Perform safety reviews appropriate for operation and all associated systems for flight testing with specific vehicles at specific test sites; and
 5. Assist with any investigation and safety review in accordance with National Transportation Safety Board (NTSB) and FAA requirements in the case of an incident or mishap (in accordance with NASA NPR 8621 and NPR 7900 if the NTSB directs NASA as the Investigating Agency).

- B. TEC shall use reasonable efforts to:
1. Provide support of projects undertaken in any Annex, as detailed in the terms of the Annex;
 2. Provide appropriate point(s) of contact for Annex development and operations;
 3. Provide advance reimbursement to NASA, as outlined in the Financial Obligations Article;
 4. Perform and/or participate in required safety reviews appropriate for the operations and all associated systems for flight testing with specific vehicles at specific test sites;
 5. Assist with any investigation and safety review in accordance with NTSB and FAA requirements in the case of an incident or mishap;
 6. Provide and/or participate in required airworthiness reviews and process certificate of acceptances, conduct Flight Readiness Reviews, conduct safety and assurance analysis; and
 7. Provide or assist in the review of aircraft hazard boundary definitions due to test article trajectory dispersions.

ARTICLE 4: DEFINITIONS

For the purposes of this Article, the terms “contractors” and “subcontractors” include suppliers of any kind.

- A. “Contributing Entity” means a contractor, subcontractor, grantee, or other entity having a legal relationship with a Party that is assigned, tasked, or contracted to perform activities under this Agreement.
- B. “Related Entity” means:
1. A contractor, subcontractor, user, or customer of a Party at any tier;
 2. A contractor or subcontractor of a user or customer of a Party at any tier;
 3. A grantee or any other cooperating entity or investigator of a Party at any tier;
 4. A contractor or subcontractor of a grantee or any other cooperating entity or investigator of a Party at any tier; or
 5. A State, or agency or institution of a State, where such State, agency, or institution is an entity described above or is otherwise involved in the activities undertaken pursuant to this Agreement.

ARTICLE 5: SCHEDULE AND MILESTONES

The Parties shall execute one (1) Annex concurrently with this Umbrella Agreement. The initial Annex and any subsequent Annexes shall be performed on the schedule and in accordance with the milestones set forth in each respective Annex.

ARTICLE 6: FINANCIAL OBLIGATIONS

- A. TEC agrees to reimburse NASA as set forth in each Annex for NASA to carry out its responsibilities under this Agreement. TEC shall make payment in advance of initiation of NASA’s efforts on behalf of TEC. Advance payments shall be scheduled to ensure that funds

are resident with NASA before Federal obligations are incurred in support of work on behalf of TEC.

- B. Payment shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (choose one form of payment): (1) U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System; (2) pay.gov at www.nssc.nasa.gov/customerservice (select "Pay NASA" from the Quick Links to the left of the page); or (3) check. A check should be payable to NASA and sent to: NASA Shared Services Center; FMD – Accounts Receivable; For the Accounts of: _____ [At the time of payment, please indicate which NASA Center for the Umbrella Agreement or annex, as appropriate]; Bldg 1111, C Road; Stennis Space Center, MS 39529. Note that Annexes may originate from different Centers. Each payment shall be properly identified by Center. Payment by electronic transfer [#1 or #2, above], is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.
- 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, (31 U.S.C. § 1341).

ARTICLE 7: 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, TEC 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 Parties, NASA, in its sole discretion, shall determine the priority as between those Parties. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 8: 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 9: LIABILITY AND RISK OF LOSS

- A. TEC hereby waives any claims against NASA, its employees, its related entities, and employees of NASA's related entities for any injury to, or death of, TEC employees or the employees of TEC's related entities, or for damage to, or loss of, TEC'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. TEC 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.

ARTICLE 10: PRODUCT LIABILITY

In the event the U.S. Government incurs any liability based upon TEC's, or TEC's Related Entity's, use or commercialization of products or processes resulting from a Party's participation under this Agreement, TEC agrees to indemnify and hold the U.S. Government harmless against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for such liability.

ARTICLE 11: INSURANCE

- A. TEC shall, at no cost to NASA, maintain throughout the term of the Agreement, insurance to cover the loss of or Damage to U.S. Government property as a result of any activities conducted under this Agreement. The policy must cover the cost of replacing (at fair market value, as reasonably determined by NASA) or repairing any U.S. Government property (real or personal) Damaged as a result of any performance of this Agreement, including performance by the U.S. Government or its contractors or subcontractors, at any tier. "Damage" shall mean damage to, loss of, or loss of use of any property; soil, sediment, surface water, ground water, or other environmental contamination or damage; loss of revenue or profits; other direct damages; or any indirect, or consequential damage arising therefrom.
- B. The insurance required under this subparagraph shall provide coverage in an amount acceptable to NASA. All terms and conditions in the policy shall be acceptable to NASA, and shall require thirty (30) days notice to NASA of any cancellation or change affecting coverage. The policy shall cover all risks of loss except that it may exclude Damage caused by the U.S. Government's willful misconduct. The insurance policy shall provide that the insurer waives its right as a subrogee against U.S. Government contractors, subcontractors, or related entities for damage.
- C. Upon obtaining the insurance required under this paragraph, or upon obtaining any modification or amendment thereof, TEC shall personally deliver, or send by registered or certified mail, postage prepaid, two copies of such insurance policy, or such modification or amendment, to NASA at the following address, or at such address as NASA may, from time to time, designate in writing:
 - National Aeronautics and Space Administration
 - Attn: Associate General Counsel (Commercial and Intellectual Property Law)
 - Washington, DC 20546
- D. An insurance policy whose terms and conditions are reviewed and approved by NASA, or an agreement on an alternative method of protection, is a condition precedent to TEC's access to or use of U.S. Government property or U.S. Government services under this Agreement.

- E. In the event TEC is unable to obtain insurance coverage required by subparagraph A. above, the Parties agree to consider, subject to review, approval and agreement by NASA, alternative methods of protecting U.S. Government property (e.g., by acceptable self-insurance or purchase of an appropriate bond).
- F. In the event U.S. Government property is Damaged as a result of activities conducted under this agreement, TEC (whether as an insured loss payee or under an alternate protection method) shall be solely responsible for the repair and restoration of such property subject to NASA direction. TEC's liability for such repair and restoration shall not exceed the agreed insurance policy or other protection method limits.

ARTICLE 12: INTELLECTUAL PROPERTY RIGHTS – DATA RIGHTS

A. General

1. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
2. "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.
3. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
4. 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.
5. The Parties shall not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
6. 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.
7. The Data rights herein apply to the employees and Related Entities of TEC. TEC shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
8. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice, or for Data TEC gives, or is required to give, the U.S. Government without restriction.
9. TEC may use the following or a similar restrictive:

Proprietary Data Notice

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

TEC 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 TEC Under this Agreement

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

C. Data First Produced by NASA Under this Agreement

If TEC 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 TEC, NASA shall mark the Data with a restrictive notice and shall use reasonable efforts to protect it for the period of time specified in the Annex under which the Data is produced. 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. TEC 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 shall 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 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. Handling of Background, Third Party and Controlled Government Data

1. NASA or TEC (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):

- a. Proprietary Data developed at the Disclosing Party's expense outside of this Agreement (referred to as Background Data);
- b. Proprietary Data of third parties that the 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, the 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. Identification of Data:

- a. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party shall be identified in the Annex under which it shall be provided.
 - b. Notwithstanding H.4., NASA software and related Data provided to TEC shall be identified in the Annex under which it shall be used. Software and related Data shall be provided to TEC under a separate Software Usage Agreement (SUA). TEC shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or TEC enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as instructed by NASA.
4. For such Data identified with a restrictive notice pursuant to H.2., 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 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 such Data as Disclosing Party directs.

H. Oral and Visual Information

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

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

ARTICLE 13: TRANSFER OF GOODS AND TECHNICAL DATA

- A. The Parties are obligated to transfer only those goods and technical data (including software) necessary to fulfill their respective responsibilities under this Agreement in accordance with the provisions in this Article, notwithstanding any other provisions of this Agreement.
- B. All activities under this Agreement shall be carried out in accordance with all applicable laws and regulations, including those laws and regulations pertaining to export control.
- C. The transfer of technical data for the purpose of discharging the Parties' responsibilities with regard to interface, integration, and safety shall normally be made without restriction, except as required by this Article.
- D. All transfers of goods and proprietary or export-controlled technical data are subject to the following provisions.
- E. 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 TEC 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.
1. In the event a Party or its Related Entity finds it necessary to transfer such goods or data, for which protection is to be maintained, such goods shall be specifically identified and such data shall be marked.
 2. The identification for such goods and the marking on such data shall indicate that the goods and data shall be used by the receiving Party and its Related Entities only for the purposes of fulfilling the receiving Party's or Related Entities' responsibilities under this Agreement, and that such goods and data shall not be disclosed or retransferred to any other entity without the prior written permission of the furnishing Party.
 3. The receiving Party and its Related Entities shall abide by the terms of the notice and protect any such goods and data from unauthorized use and disclosure.
- E. All goods and marked proprietary or export-controlled technical data exchanged in the performance of this Agreement shall be used by the receiving Party or Related Entity exclusively for the purposes of the Agreement. Upon completion of the activities under this Agreement, the receiving Party or Related Entity shall return or otherwise dispose of all goods and marked proprietary or export-controlled technical data provided under this Agreement, as directed by the furnishing Party or Related Entity.

F. The Parties shall cause their Related Entities to be bound by the provisions of this Article through contractual mechanisms or equivalent measures.

ARTICLE 14: INTELLECTUAL PROPERTY RIGHTS – INVENTION AND PATENT RIGHTS

A. “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 TEC assigned, tasked, or contracted with to perform activities under this Agreement.

B. The invention and patent rights herein apply to employees and Related Entities of TEC. TEC shall ensure that its employees and Related 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 TEC shall use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties shall 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 15: PATENT AND COPYRIGHT USE – AUTHORIZATION, CONSENT, AND INDEMNIFICATION

If the U.S. Government incurs liability for the infringement of privately-owned U.S. patents or copyrights as a result of performance by TEC or its Related Entity under this Agreement, TEC shall indemnify and hold the U.S. Government harmless against such liability, including costs and expenses of defending against any suit or claim for the infringements.

ARTICLE 16: USE OF NASA NAME AND EMBLEMS

A. NASA Name and Initials

TEC 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, TEC 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. TEC must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 17: RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

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

ARTICLE 18: DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment 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, 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 shall accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above shall 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 19: 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. TEC agrees that nothing in this Agreement shall be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of TEC resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 20: 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 TEC 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 shall 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, TEC 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. TEC 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 shall have access to export-controlled technical data or software.
 3. TEC shall be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.
 4. TEC shall be responsible for ensuring that the provisions of this Article apply to its Related Entities.
- C. With respect to suspension and debarment requirements:
1. TEC 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. TEC 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 21: POINTS OF CONTACT

NASA Management POC

Name: Jennifer A. Inman

Title: SCIFLI Project Manager

Email: jennifer.a.inman@nasa.gov

Cell: 757.902.0867

Fax: 757.864.6597

Address:

NASA Langley Research Center

11 Langley Blvd MS104 B1219 R102

Hampton, VA 23681

<https://SCIFLI.larc.nasa.gov>

NASA Technical POC

Name: Carey F. Scott

Title: SCIFLI Principal Investigator

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Cell: 757.690.3580

Fax: 757.864.6597

Address:

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ARTICLE 22: CONSULTATION AND DISPUTE RESOLUTION

The Parties agree to consult promptly with each other on all issues involving interpretation, implementation, or performance of this Agreement. Such issues shall first be referred to the appropriate points of contact named above for the Parties. If they are unable to come to agreement, then the dispute shall be referred to the signatories to this Agreement or their designated representatives for joint resolution. Any dispute that cannot be resolved at this level shall require the NASA signatory or that person's designee, as applicable, to use a written decision that will be the final agency decision for the purpose of judicial review.

ARTICLE 23: INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap, or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation, bearing in mind the provisions of the Article "Transfer of Goods and Technical Data." In the case of activities under this Agreement that might result in the death of or serious injury to persons or substantial loss of or damage to property, the Parties agree to establish a process for investigating each close call, mishap, or mission failure.

ARTICLE 24: ASSIGNMENT

Neither this Agreement nor any interest arising under it shall be assigned by TEC 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 25: CHOICE OF 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 26: FINAL PROVISIONS

- A. This Agreement shall enter into force upon the date of the last signature by the Parties.
- B. This Agreement shall remain in force for 10 years.
- C. The Parties may amend this Agreement in writing.
- D. Either Party may terminate this Agreement at any time by giving the other Party at least 3 months' written notice of its intent to terminate. In the event of termination, the terminating Party shall endeavor to minimize any negative impact of such termination on the other Party.
- E. Notwithstanding termination or expiration of this Agreement, the rights and obligations under the Articles "Liability and Risk of Loss", "Transfer of Goods and Technical Data", "Intellectual Property Rights", "Release of Results and Public Information", "Ownership of Goods and Data", and "Consultation and Dispute Resolution" shall continue to apply, unless otherwise agreed by the Parties.

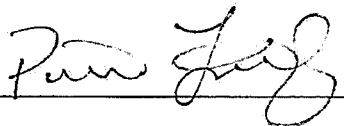
ARTICLE 27: SIGNATORY AUTHORITY

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.

Approval:

**NATIONAL AERONAUTICS
AND SPACE ADMINISTRATION**

THE EXPLORATION COMPANY





Name

Name

Director, Human Exploration and
Operations Division, Office of International
Title and Interagency Relations

Helene Hulby
Title Founder and CEO
27th June 2024

25 June 2024

Date

Date

**ANNEX 1
UNDER THE
REIMBURSABLE SPACE ACT UMBRELLA AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
THE EXPLORATION COMPANY
FOR
SCIFLI IMAGING OF REUSABLE SPACE CAPSULE FLIGHT TESTS**

In accordance with the terms and conditions set forth in the Reimbursable Space Act Umbrella Agreement between NASA and The Exploration Company for SCIFLI Imaging of Reusable Space Capsule Flight Tests (hereinafter referred to as the "Agreement" or "Umbrella Agreement"), dated June 27, 2024, the Parties hereby agree as follows:

ARTICLE 1: PURPOSE AND IMPLEMENTATION

This Annex 1 is for the purpose of providing imaging and data acquisition services during the flight test of The Exploration Company (TEC) 'Mission Possible' Reentry Demonstrator No. 2. The Scientifically Calibrated In-Flight Imagery (SCIFLI) program shall plan and execute an airborne imaging campaign to collect image-based data sets of the 'Mission Possible' capsule as it enters Earth's atmosphere from space. Efforts under this Annex shall enable the SCIFLI team to collaborate with the TEC Nyx engineering team, the launch provider, and mission support personnel, including from related entities as defined in Article 4 of the Umbrella Agreement, and to send and receive proprietary and technical data related to the Nyx flight test article. This Annex shall also enable foreign travel and technical operations by SCIFLI team members in support of the mission as required to complete the remote sensing activity.

ARTICLE 2: RESPONSIBILITIES

A. NASA shall use reasonable efforts to:

1. Collaborate with TEC on test planning and preparations for the 'Mission Possible' Reentry Demonstrator No. 2 ("Test Article") flight test observation;
2. Develop, integrate, and test gimbal pointing systems and imaging payloads on a NASA-provided aircraft;
 - a. Determine optimal wavebands for collecting data during the Test Article reentry;
 - b. Conduct all airworthiness, test readiness, and operational safety reviews necessary for the conduct of this mission in accordance with NASA Procedural Requirement (NPR) 7900.3, Aircraft Operations Management, Langley Procedural Requirement (LPR) 1710.18, Airworthiness Review Process, and Langley Management System Center Procedure 0960 (LMS-CP-0960), Conducting Flight Experiments Utilizing Research Services Directorate (RSD) Aircraft, as applicable;
 - c. Integrate 4-axis gimbal systems and imaging windows into the airborne platform;

3. Conduct observation campaign(s) to collect data during Test Article flight test(s) using imaging systems on aerial imaging platforms, such as a Gulfstream or WB-57 aircraft (subject to aircraft availability);
 4. Provide a summary report and physical copy of the imagery data to TEC;
 5. Publish non-proprietary data, including but not limited to the following:
 - a. Examples of spectral and/or spatial imagery data;
 - b. Aircraft ground tracks;
 - c. General mission planning and operational information;
 - d. Optical payload information;
 - e. Wide field of view spatial video of the reentry; and
 6. Participate in the launch vehicle control room or other appropriate in-person real-time communications during launch activities on a non-interference basis.
- B. TEC shall use reasonable efforts to:
1. Collaborate with NASA on test planning and preparations for the 'Mission Possible' Reentry Demonstrator #2 ("Test Article") flight test observation; this includes the definition of the number of launch attempts which SCIFLI shall support;
 2. Provide proprietary and non-proprietary technical data related to the Test Article including, but not limited to the following:
 - a. Pre-launch and Post-flight Trajectory information;
 - b. Thermal Protection System (TPS) material properties;
 - c. Thermal predictions;
 - d. Real time communication during launch activities;
 3. Provide reviews and approval of publishing (jointly) of non-proprietary data, including but not limited to the following:
 - a. Mission profile summary of critical events;
 - b. Location of observation;
 - c. Diagram(s) showing geometry of Test Article;
 - d. Photograph(s) of Test Article;
 - e. Images and/or video(s) acquired of Test Article reentry;
 4. Participate in Technical Interchange Meetings (TIMs) as necessary;
 5. Participate in NASA Test Readiness Review(s) (TRRs), including the following (which may be consolidated as deemed appropriate by the NASA Technical Point of Contact):
 - a. Preliminary Mission Review (PMR);
 - b. Critical Mission Review (CMR);
 - c. Mission Readiness Review (MRR);
 - d. Operational Readiness Review (ORR); and
 6. Provide NASA with access to the launch vehicle control room or other appropriate in-person real-time communications during launch activities.

ARTICLE 3: SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in Article 2 are as follows:

1. Conduct an initial Technical Interchange Meeting(s) (TIMs) for data transfer and knowledge sharing.	Launch minus (L-) approximately 8 weeks
2. NASA shall develop an airborne observation concept-of-operations (CONOPS) for review and concurrence by TEC.	L - approximately 4 weeks
3. Assembly, integration, and testing of the data acquisition and imaging system airborne imaging payloads onto an appropriate aircraft.	L - approximately 3 weeks
4. Deploy NASA personnel and aircraft to fixed base operator (FBO) as defined within the approved CONOPS.	L - approximately 1.5 weeks
5. Deploy NASA personnel to Launch Provider mission control room (MCC).	L - 1 week
6. Collect Imagery data during 'Mission Possible' Reentry Demonstrator No. 2 reentry.	L - 0 days
7. Delivery of a 'Quicklook' report to the TEC after the observation.	Reentry plus (R+) 2 days
8. Delivery of Mission Summary Report.	Delivery of Best Estimated Trajectory (BET) file from the TEC to NASA + 6 months

ARTICLE 4: FINANCIAL OBLIGATIONS

- A. TEC agrees to reimburse NASA an estimated cost of \$2,457,564.78 USD for NASA to carry out its responsibilities under this Annex.
- B. NASA will not provide services or incur costs beyond the current funding. 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 Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, TEC will be advised by NASA as soon as possible. TEC 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 this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within six months after completion of all effort under this Annex, and promptly thereafter, at TEC's option return any unspent funds to TEC or apply any such unspent funds to other activities under the Umbrella Agreement.

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ARTICLE 5: EXCHANGE OF PERSONNEL AND ACCESS TO FACILITIES

- A. To facilitate implementation of the activities conducted under this Annex, the Parties may support the exchange of a limited number of personnel, including contractors and subcontractors, from each Party, at an appropriate time and under conditions mutually agreed between the Parties.
- B. Access by the Parties to each other's facilities or property, or to each other's Information Technology (IT) systems or applications, is contingent upon compliance with each other's respective security and safety policies and guidelines including, but not limited to: standards on badging, credentials, and facility and IT system access, including use of Interconnection Security Agreements (ISAs), when applicable.

ARTICLE 6: OWNERSHIP OF GOODS AND DATA

Unless otherwise agreed in writing, each Party shall retain ownership of all goods and data it provides to the other Party under the terms of this Annex, without prejudice to any individual rights of ownership of the Parties' respective Related Entities. To the extent feasible and recognizing that goods sent into space or integrated into the other Party's goods cannot be returned, each Party agrees to return the other Party's goods and data in its possession at the conclusion of activities under this Annex.

ARTICLE 7: TERM OF ANNEX

This Annex 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 3 years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 8: RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party. In the event of such termination, TEC shall be obligated to reimburse NASA for all costs for which the TEC was responsible and that have been incurred in support of this Annex up to the date the termination notice is received by NASA. Where TEC terminates this Annex, TEC shall also be responsible for termination costs.

ARTICLE 9: POINTS OF CONTACT

The following personnel are designated as the principal points of contact between the Parties in the performance of this Annex.

<p><u>NASA Management POC</u> Name: Jennifer A. Inman Title: SCIFLI Project Manager Email: jennifer.a.inman@nasa.gov Cell: +1 757.902.0867 Fax: 757.864.6597 Address: NASA Langley Research Center 11 Langley Blvd MS104 B1219 R102 Hampton, VA 23681 https://SCIFLI.larc.nasa.gov</p>	<p><u>NASA Technical POC</u> Name: Carey F. Scott Title: SCIFLI Principal Investigator Email: carey.f.scott@nasa.gov Cell: +1 757.690.3580 Fax: 757.864.6597 Address: NASA Langley Research Center 11 Langley Blvd MS104 B1219 R101 Hampton, VA 23681 https://SCIFLI.larc.nasa.gov</p>
<p><u>TEC Management POC</u> Name: Hélène Huby Title: Chief Executive Officer Email: helene@exploration.space Phone: +49 115 25292689 Address: The Exploration Company GmbH, Behringstrasse 6, 82152 Planegg, Germany http://www.exploration.space/</p>	<p><u>TEC Technical POC</u> Name: Olivier H. Faure Title: Nyx Moon & Future Systems Lead Email: olivier@exploration.space Phone: +33 6 73 99 06 09 Address: The Exploration Company SAS, 58, avenue Marcel Dassault, 33100 Merignac, France http://www.exploration.space</p>

Any change in a Party's contact information shall be communicated in writing to the other Party.

ARTICLE 10: MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the TEC. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 11: SIGNATORIES

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

Approval:

**National Aeronautics
and Space Administration**



Name
Director, Human Exploration and
operations Division, OIR

Title

31 March 2025

Date

The Exploration Company



Name

CEO, Helene Haley

Title

31 March 2025

Date