

**REIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
NASA AMES RESEARCH CENTER
AND
SRI INTERNATIONAL**

1. AUTHORITY AND PARTIES

This Reimbursable Space Act Agreement ("Agreement") is between SRI INTERNATIONAL, a California corporation ("SRI"), with a place of business at 333 Ravenswood Avenue, Menlo Park, CA 94025-3493, and the NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, Ames Research Center, located at Moffett Field, California 94035-1000 ("NASA"). This Agreement is entered by NASA under the authority of section 203(c)(5) and (6) of the National Aeronautics and Space Act of 1958 as amended, (42 U.S.C. § 2473(c)(5) and (6)).

2. PURPOSE

This Agreement shall be for the purpose of SRI utilizing Moffett Federal Airfield ("MFA") facilities owned and controlled by NASA Ames Research Center (the "Center") in order to install and test SRI's Ground Penetrating Radar technology aboard a C-12 Beechcraft Super King aircraft. The modifications to the aircraft consist of the addition of a belly radar ground panel, an array of dipole antennas, and appropriate radar equipment mounted inside the aircraft. The flight tests will be performed in California, either in the central valley or on the coast, where SRI will make arrangements to set-up various test target configurations. After successful completion of these flight tests, some of the internal radar equipment will be replaced with upgraded versions. NASA benefits from SRI's activities at the Center because the expansion of Ground Penetrating Radar technologies may be incremental in future NASA missions of exploration and discovery.

3. RESPONSIBILITIES

3.1. Under the terms and conditions of this Agreement, NASA will provide to SRI, and SRI will reimburse NASA for, all facilities, land, equipment and services used at the Center, including, but not limited to: runways, ramp and parking space; hangar space in Hangar 211 or Hangar 211A; aircraft rescue fire - fighting services; airfield security; fuel and fuel service; environmental, occupational and health services; and air traffic control.

3.2. All operations on NASA property shall be compatible with, and will not unreasonably interfere with, the operations of NASA, other resident federal agencies, or with airfield operations at MFA, as such is determined by NASA.

3.3. SRI will provide the necessary equipment and personnel to support the purpose of this Agreement.

3.4. In accordance with section 8, SRI assumes liability for risks associated with activities undertaken in this Agreement.

3.5. SRI agrees to comply with all applicable laws, regulations, codes, and NASA regulations, guidelines, directives, procedural requirements and standards (including appropriate Ames Policy Directives and Ames Procedural Requirements ("APR")) (collectively, "Applicable Laws") while at the Center. Specifically with respect to NASA, these regulations, guidelines, directives, procedural requirements and standards include the following documents, as the same may be revised from time to time, copies of which are available from the NASA Operations office: (i) the Accident/ Incident Response Plan; (ii) the Airfield Operations Manual; (iii) the Flight Operations Manual; and (iv) the Wildlife Management Plan. Other regulations, guidelines, directives, procedural requirements and standards cover, among other things, facility use, land use, safety (Ames Health and Safety Procedural Requirements, APR 1700.1), security, and environmental standards (Ames Environmental Procedural Requirements, APR 8800.3).

3.6. SRI may request NASA to make additions or modifications to MFA. Nothing in this Agreement obliges NASA to accommodate such a request. If NASA, in its sole discretion, agrees to the requested additions or modifications, all costs will be borne by SRI, including costs to remove additions or restore modifications to their former conditions. All additions, changes, and modifications to MFA become the property of the United States Government ("Government") in the custody and control of NASA.

3.7. This Agreement shall not be construed as a grant of any possessory, exclusive or permanent interest in any NASA real or personal property, nor as a grant of an estate of any kind, nor as an abandonment of use and occupancy, but shall merely be considered a temporary agreement for the non-exclusive, non-possessory use of NASA land, facilities, and equipment described in this Agreement. Title to NASA's real property shall be and remain solely with NASA. All SRI personal property constructed, installed, erected, or placed by SRI on NASA property shall be removed by SRI upon termination of this Agreement.

4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in section 3 are estimated as follows:

- | | | |
|--------|----------------|--|
| (i) | March 26, 2007 | Installation of aircraft radar equipment begins at MFA |
| (ii) | April 9, 2007 | Ground tests of radar systems begins |
| (iii) | April 23, 2007 | Radar system flight tests begins |
| (iv) | Milestone 1: | System demonstration flights April 30 thru May 4 |
| (v) | May 7, 2007 | Contingencies |
| (vi) | May 14, 2007 | Installation of upgraded radar equipment begins |
| (vii) | May 28, 2007 | Ground tests of upgraded radar begins |
| (viii) | June 11, 2007 | Flight tests of upgraded radar begins |
| (ix) | Milestone 2: | System demonstration flights June 25 thru July 4 |
| (x) | July 31, 2007 | Aircraft departs MFA |

5. FINANCIAL OBLIGATIONS

5.1. This Agreement is intended to be the means to transfer funds from SRI to NASA in connection with this Agreement. Reimbursement from SRI to NASA for land, facilities, equipment, supplies, services, or other property provided by NASA in support of this Agreement will be set forth annually in a "Support Agreement" in the form attached hereto as Exhibit A and incorporated herein by reference. NASA currently executes annual Support Agreements following the start of each Government fiscal year.

5.2. Cost estimates and reimbursement shall be consistent with law and NASA policy, including the requirement for payment in advance as set forth in the Support Agreement. Costs for facilities and service will be reviewed periodically to ensure that the rates are based on actual cost to NASA.

5.3. All payments defined in this Agreement shall be in accordance with the following:

- (i) Payment shall be in United States dollars.
- (ii) Payment shall be payable to the "NASA Ames Research Center."
- (iii) Payment shall be sent to NASA Ames Research Center, Financial Management Division, Attn. Reimbursable Section, Mail Stop 203-18, Moffett Field, CA 94035.
- (iv) Payments shall be made quarterly (on October 1, January 1, April 1 and July 1 of each calendar year), in advance. The payment for the period beginning on the Effective Date (as defined below) and ending on the last day of the calendar quarter during which the Effective Date occurs shall be made within five (5) business days after the first Support Agreement is executed by the parties.

5.4. NASA's ability to perform its obligations under this Agreement is subject to the availability of appropriated funds. Nothing in this Agreement commits the United States Congress to appropriate funds for the purposes stated herein (pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341).

6. PRIORITY OF USE

The parties agree that NASA's use of its own facilities, equipment, and personnel shall have priority over SRI's use contemplated in this Agreement. NASA in its sole discretion shall determine whether to exercise that priority if a conflict arises. Likewise, should a conflict arise between two (2) or more non-NASA users, NASA, in its sole discretion, shall determine the priority between those users.

7. NONEXCLUSIVITY

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

8. LIABILITY AND RISK OF LOSS

8.1. In consideration of the use of MFA and the other services provided by NASA under this Agreement, SRI waives and agrees not to make any claims against NASA, its Related Entities (as defined below), other federal or state agencies at the Center or their respective Related Entities for Damage (as defined below) arising from or related to SRI's activities under this Agreement, whether such Damage is caused by negligence or otherwise, except in the case of willful misconduct of NASA or its employees.

8.2. SRI agrees to indemnify, defend and hold harmless NASA, its Related Entities, other federal or state agencies at the Center and their respective Related Entities from any and all claims, Damage, Liability (as defined below), judgments or costs or expenses (including, without limitation, attorneys' fees) arising from the injury to or death of any person, or for damage to or loss of any property (including intellectual property), caused by SRI or its Related Entities, or arising out of the activities of SRI or its Related Entities, whether such claim, Damage, Liability, judgment, cost or expense is caused by negligence or otherwise, except in the case of willful misconduct of NASA or its employees.

8.3. For purposes of this Agreement: (a) the term "Damage" includes, but is not limited to: death of, bodily injury to, or other impairment of health of, any person; damages to, loss of, or loss of use of any property, including environmental contamination or damage; loss of revenue or profits; and any other direct, indirect, or consequential damage; (b) the term "Liability" includes liability for payments made pursuant to any United States treaty, any judgment or decision by a court or administrative tribunal of competent jurisdiction, administrative and litigation costs, and after consultation with SRI, settlement payments; and (c) the term "Related Entities" includes, but is not limited to, the officers, employees, agents, invitees, contractors and subcontractors of a person or entity.

8.4. SRI assumes responsibility for any and all Damage done to property of the United States of America, facilities and equipment resulting from use of such property, facilities and equipment, or the activities under this Agreement, by SRI or its Related Entities. SRI will be responsible to pay all costs associated with the repair of such Damage and/or otherwise return the property and facilities to the condition that existed at the time of the Effective Date of this Agreement, except for the normal wear and tear reasonably to be expected as arising from the type of activity contemplated under this Agreement.

8.5. Commercial General Liability Insurance

At all times during the Term (as defined below) and at its sole cost and expense, SRI shall obtain and keep in force commercial general liability insurance with limits not less than

One Million Dollars (\$1,000,000) for each occurrence, including all legal liability of SRI, including but not limited to injury to third persons or damage to any real or personal property, including damage caused by fire or other peril, arising out of or incident to the use of MFA or other land or facilities at the Center by SRI or its Related Entities, or the negligence of SRI or its Related Entities.

8.6. Other Required Insurance

8.6.1. To the extent required by law, SRI shall obtain and keep in force workers compensation insurance in the form and amounts required by law.

8.6.2. SRI shall obtain and keep in force employer's liability insurance with limits not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

8.6.3. SRI shall obtain and keep in force automobile liability insurance covering owned, hired and non-owned vehicles, with separate coverage of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

8.6.4. Before any contractor or subcontractor retained by or on behalf of SRI enters or uses any portion of MFA or the Center, SRI shall provide NASA with reasonably acceptable evidence of commercial general liability insurance, and such other insurance coverage as NASA may reasonably require. All such insurance shall comply with the provisions of section 14.3 and Applicable Laws (including, without limitation, 14 C.F.R. § 1204, Subpart 14, if applicable).

8.7. General Insurance Program Requirements

8.7.1. Each policy of insurance required by this Agreement covering bodily injuries or third party property damage shall contain a waiver of subrogation endorsement in a form acceptable to NASA.

8.7.2. Each carrier issuing coverage required under this Agreement shall be a company of recognized responsibility acceptable to NASA, licensed to do business in the State of California with a financial rating of at least A- VII (or its equivalent successor) status, as rated in the most recent edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to NASA).

8.7.3. The commercial general liability and automobile liability insurance required under this Agreement shall name the Government, NASA and their respective directors, officers and employees as additional insureds. SRI's certificates of insurance shall have attached a copy of the endorsement to each policy naming such persons as additional insureds, such

endorsement signed by a duly authorized official of the insurer. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration
Ames Research Center
Attn: Office of the Chief Counsel
Mail Stop 200-12
Moffett Field, CA 94035-1000

8.7.4. All insurers under the policies required under this Agreement shall use reasonable efforts to provide thirty (30) days prior written notice to NASA before coverage is canceled, non – renewed or materially changed.

8.7.5. SRI shall provide a copy of each insurance policy to NASA within ten (10) business days after written request.

8.7.6. If NASA at any time believes that the limits or extent of coverage or deductibles with respect to any of the insurance required under this Agreement are insufficient, NASA may determine the proper and reasonable limits and extent of coverage and deductibles for such insurance. Thereafter, SRI shall obtain and keep in force insurance complying with NASA's determination until further change pursuant to this Agreement.

8.7.7. No approval by NASA of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by NASA of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible. By requiring insurance herein, NASA makes no representation or warranty that coverage or limits will necessarily be adequate to protect SRI, and such coverage and limits shall not be deemed as a limitation on SRI's liability under the indemnities granted to NASA in this Agreement.

8.7.8. Failure of NASA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NASA to identify a deficiency from evidence that is provided shall not be construed as a waiver of SRI's obligation to maintain such insurance.

9. USE OF NASA NAME AND EMBLEMS AND RELEASE OF INFORMATION TO THE PUBLIC

9.1. NASA Name and Initials

SRI agrees the words "National Aeronautics and Space Administration" and the letters "NASA" 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 NASA, which does not, in fact, exist. In addition, with the exception of release of general information in accordance with paragraph 9.3 below, SRI agrees that any proposed public use of the NASA name or initials (including press releases resulting

from activities conducted under this Agreement and all promotional and advertising use) shall be submitted by SRI in advance to the NASA Assistant Administrator for Public Affairs or designee ("NASA Public Affairs") for review and approval. Approval by NASA Public Affairs shall be based on applicable law and policy governing the use of the NASA name and initials.

9.2. 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. SRI agrees that any proposed use of such emblems/devices shall be submitted for review and approval in accordance with such regulations.

9.3. Release of General Information to the Public

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

10. DISCLAIMERS

10.1. Disclaimer of Warranty

SRI accepts the facilities made available at MFA pursuant to this Agreement in their "AS IS" condition, with all faults, without any covenant, representation or warranty of any kind or nature whatsoever, express or implied (including, without limitation, with respect to the suitability of such facilities or any utility systems serving MFA for SRI's purposes), and SRI is relying solely on SRI's own investigation of such facilities. SRI acknowledges that MFA is a Superfund site, known as the former Naval Air Station Moffett Field Superfund Site. Moreover, the western portion of NASA Ames Research Center is underlain by contaminated groundwater from the Middlefield-Ellis-Whisman Superfund Site, which originates south of U.S. Highway 101. SRI hereby acknowledges receipt of the environmental reports listed on Exhibit B attached hereto.

10.2. Disclaimer of Endorsement

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

11. COMPLIANCE WITH LAWS AND REGULATIONS

11.1. Environmental and Safety

11.1.1. SRI has the responsibility to manage its operation in a safe and environmentally responsible manner. NASA reserves the right to conduct oversight to assure effective coordination of safety and environmental issues and adequate protection of NASA employees and the public. SRI and its employees, agents, contractors, permittees, licensees and invitees must comply with all applicable environmental, safety and health regulations including, but not limited to, Occupational Safety & Health Administration (OSHA), Nuclear Regulatory Commission (NRC), National Fire Protection Association (NFPA), California Fire Code (CFC), US Environmental Protection Agency, California Environmental Protection Agency, Santa Clara County Health Department, City of Sunnyvale Industrial Waste Water Ordinance, and Bay Area Air Quality Management District (BAAQMD). Any hazardous materials, substances, wastes, pollutants or other contaminants (including, without limitation, crude oil or any fraction thereof, petroleum products and PCBs) (collectively, "Hazardous Materials") generated by SRI shall be managed by SRI in accordance with Federal, state and local laws and regulations, and shall be properly disposed of as directed by NASA, at SRI's expense. SRI's activities that comply with the terms of this Agreement will be included in NASA's sitewide permits and plans, as applicable, such as the Spill Prevention Control and Countermeasures Plan, the Storm Water Pollution Prevention Plan, the Biennial Hazardous Waste Report, the above ground storage tank statement, the Sunnyvale Industrial Waste Water permit, the Environmental Resources Document, and the Integrated Natural Resources Management Plan. Coverage in these and other sitewide plans is included in the cost of Institutional Shared Pool (ISP) Services. SRI shall promptly supply information to the NASA Environmental Office (Code QE) that is needed to complete these documents, and comply with the conditions of these permits. SRI, at its sole cost, is responsible for obtaining hazardous materials storage permits and air permits required by Applicable Laws for SRI's use of the facilities made available to SRI pursuant to this Agreement.

11.1.2. SRI agrees to pay all applicable environmental fees, fines, and penalties which may be legally assessed against it by any Federal, state or local agencies, subject to statutory appeal rights, and will be responsible for representing and defending itself before any such agencies in any proceedings in which SRI may become involved to the extent such involvement results from SRI's activities and operations at the Center.

11.1.3. SRI will be responsible for paying all costs of the restoration or remediation of any release of any Hazardous Materials to the extent such release results from or was caused by SRI or its employees, agents, contractors, permittees, licensees and invitees, and SRI will be responsible for any liability resulting therefrom.

11.1.4. SRI shall not interfere with or impact any environmental remediation efforts on-going on Center property. SRI will be responsible for paying all costs of any damage to environmental remediation or restoration activities caused by its fault, negligence, or failure to comply with this Agreement.

11.1.5. Where activities undertaken by SRI require preparation of compliance documents pursuant to the National Environmental Policy Act (NEPA) or the National Historic Preservation Act (NHPA), SRI shall supply all necessary information to NASA and any appropriate agency in a timely manner. No such activities shall occur until all applicable NEPA and NHPA requirements have been met.

11.2. Protective Services

11.2.1. SRI will comply with all applicable NASA security, law enforcement and fire safety policies and guidelines, and will ensure that its employees, agents, contractors, permittees, licensees and invitees also comply. This includes standards on badging and facility access, fire suppression and response, fire prevention, law enforcement jurisdictions, security, dispatch, and emergency response and preparedness, which are available from NASA's Protective Services office and are set forth in NASA's policy directives and procedural guidelines. SRI shall advise NASA in writing of any changes to its operations or its use of MFA that might impact any security, law enforcement or other Protective Services functions.

11.2.2. Without limiting section 16.1, SRI shall appropriately badge United States citizen escorts for foreign national aircrews or others while entering, exiting or on – board MFA. Foreign nationals will not be authorized access to any other NASA facility or any other portion of the Center, except for the cafeteria or other public place. Deviations from escort requirements or parameters, or requests for Protective Services support, must be coordinated in advance with the Protective Services Office. Security incidents related to foreign nationals (such as unauthorized access to NASA facilities, suspicious activity/behavior or failure to provide proper escort) shall be immediately reported by SRI to the Protective Services Office or MFA Emergency Communications Center.

11.3. Communication

SRI agrees to comply with all applicable NASA communications policies and guidelines, and will ensure that its employees, agents, contractors, permittees, licensees and invitees also comply. This includes standards for building wiring, underground cabling and ducts, telephones and telephone services, data and video communications, and radio spectrum management.

12. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until July 31, 2007 (the "Term").

13. RIGHT TO TERMINATE

13.1. Either party may terminate this Agreement, at any time and for any reason, upon delivery of a thirty (30) day written notice to the other party. In the event of such termination by SRI, SRI will be obligated to reimburse NASA for all Government costs that have been incurred up to the effective date of the notice of termination and that are incurred as a result of such

termination. NASA shall not be liable for any costs, loss of profits, revenue, or other direct, indirect, or consequential damages incurred by SRI, its employees, agents, contractors and invitees as a result of the termination by NASA pursuant to this provision.

13.2. NASA may terminate this Agreement, in whole or in part, and without cost to the Government, if a determination is made by the Assistant Administrator for Institutional and Corporate Management (Code O), the Director of the Facilities Engineering and Real Property Division (Code OJX), or the Center Director that the interests of the national space program, the national defense or the public welfare require the termination of this Agreement and written notice of such determination is delivered to SRI at least thirty (30) days before the termination date.

13.3. NASA may terminate this Agreement if SRI fails to perform any of its obligations under this Agreement and such failure continues for (i) with respect to a monetary obligation, more than three (3) business days after the date such monetary obligation was due, in which event NASA may terminate this Agreement at any time thereafter immediately upon delivery of written notice to SRI, or (ii) with respect to all other obligations, more than ten (10) business days after the date on which NASA delivers to SRI written notice of such failure.

14. CONTINUING OBLIGATIONS

14.1. The obligations of the Parties set forth in the provisions for "Liability and Risk of Loss" (section 8) and "Financial Obligations" (section 5) shall continue to apply after the expiration or termination of this Agreement.

14.2. The parties agree that this Agreement independent of any other contract between the Government and SRI, and SRI is not released from its obligations under other existing contracts with the Government.

15. DISPUTE RESOLUTION

If either Party believes that a dispute exists under this Agreement, then such Party may elect to declare a dispute by delivering notice of such dispute ("Dispute Notice") to the other Party, such notice shall describe the nature of the dispute in reasonable detail and shall invoke the procedure for dispute resolution set forth in this section 15. If a dispute is so declared, the respective Technical POC shall meet and communicate (in person, by telephone, electronically or otherwise) as frequently as reasonably possible in a good faith effort to resolve the dispute. If they are unable to agree on any issue within a reasonable time (but in no event more than thirty (30) days) after either Party delivers to the other Party a Dispute Notice, then the dispute will be referred to the Technical POCs' respective immediate supervisors for joint resolution. If the Parties are still unable to resolve the issue within ten (10) business days after the issue has been referred to such supervisors for resolution, then the Center Director (or his or her designee) will issue a written decision, which shall be a final Agency decision for all purposes, including the exhaustion of administrative remedies. Nothing in this section limits or prevents either Party from pursuing any other right or remedy available by law after exhaustion of administrative remedies.

16. MISHAP INVESTIGATION

In the case of a mishap or mission failure, SRI agrees to cooperate with NASA and abide by NASA mishap reporting and investigation standards. The parties agree to provide assistance to each other in the conduct of any investigation. In the case of activities that might result in death or serious injury to persons, or substantial loss or damage to property, as a result of activities under this Agreement, the parties agree to establish a process for investigation of any mishap arising from these activities as part of their program/project implementation agreements.

17. MANAGEMENT POINTS OF CONTACT

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

NASA Technical POC

Name: Geary Tiffany
Title: Chief, Aviation Management Office
Address: NASA Ames Research Center
Mail Stop 158 - 1
Moffett Field, CA 94035 - 1000
E-mail: geary.c.tiffany@nasa.gov
Tel. No. 650/604-0685
Fax No. 650/604-3144

NASA Administrative POC

Name: Patti Bergin
Title: Administration Specialist
Address: NASA Ames Research Center
Mail Stop 158 - 1
Moffett Field, CA 94035 - 1000
E-mail: patricia.j.bergin@nasa.gov
Tel. No. 650/604-6314
Fax No. 650/604-3144

SRI Technical POC

Name: Werner Graf
Title: Penetrating Radar Program Director
Address: SRI International
333 Ravenswood Ave.
Menlo Park, CA 94025-3493
E-Mail: werner.graf@sri.com
Tel. No. 650/859-3094
Fax No. 650/859-6009

SRI Administrative POC

Name: Margaret Baxter-Pearson
Title: Division Manager of Contracts
Address: SRI International
333 Ravenswood Ave.
Menlo Park, CA 94025-3493
E-Mail: margaret.baxter-pearson@sri.com
Tel. No. 650/859-4424
Fax No. 650/859-6009

18. MODIFICATIONS

This Agreement constitutes the entire and integrated agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings, offers and negotiations, oral or written, with respect to the subject matter hereof. This Agreement may be modified only by a written document signed by officials authorized to bind the parties.

19. ASSIGNMENT

Neither this Agreement nor any interest arising under it shall be assigned, subleased, or transferred in any way, nor shall SRI delegate any obligation or duty under this Agreement without the consent of the official authorized to bind NASA. Without limiting the foregoing, SRI agrees that it shall not retain any contractor or subcontractor to perform any of SRI's rights or obligations under this Agreement without the prior written consent of NASA, which may be given or withheld in NASA's sole and absolute discretion.

20. APPLICABLE LAW

United States 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.

21. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, 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.

22. SIGNATORY AUTHORITY

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date indicated below.

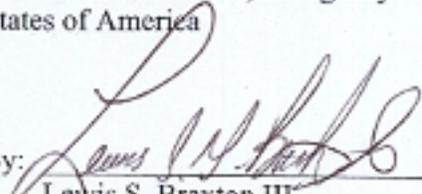
NASA:

SRI:

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION, an Agency of the United
States of America

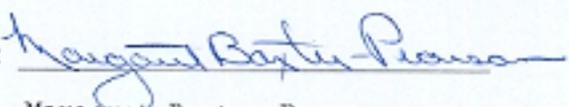
SRI INTERNATIONAL, a California
Corporation

By:


Lewis S. Braxton III
Director of Center Operations
Ames Research Center

By:

Its:


Margaret Baxter-Pearson
Division Manager of Contracts
SRI International

Dated: March 27, 2007

Dated: March 19, 2007