

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LANGLEY RESEARCH CENTER
AND ENVOY AIR, INC.
FOR COMMERCIAL AIR OPERATOR IN-TIME AVIATION SAFETY
MANAGEMENT AND SAFETY INTELLIGENCE.

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 Langley Research Center, located at Langley Research Center, Hampton, VA 23681 (hereinafter referred to as "NASA" or "NASA LaRC") and ENVOY AIR, INC. located at 4301 Regent Blvd, Irving, TX 75063-2253 (hereinafter referred to as "Partner" or "Envoy"). 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 System-Wide Safety ("SWS") researchers and Envoy to share safety critical flight and ground operations data to be integrated with, and processed by, NASA risk precursor and vulnerabilities detection algorithms and to emphasize each Party's commitment to advance the state-of-the-art in safety management systems for proactive and predictive in-time integrated safety. Envoy has the capabilities to provide high-fidelity flight and ground operations data obtained from their day-to-day regional flight operations in the national airspace ("NAS"). Examples of this data may include de-identified flight and ground data (both operational and derived) such as, but not limited to, Line Operations Safety Assessments ("LOSA"), Aviation Safety Action Program ("ASAP"), Flight Operational Quality Assurance ("FOQA"), Advanced Qualification Program ("AQP"), and other Safety Management System (SMS) and associated safety type data. Envoy additionally has the requisite commercial airline safety operational experience for collaborative in-time identification and mitigation of safety risks. NASA SWS has the capabilities to provide information and machine-learning, and other advanced data analytical tools and methods for in-time vulnerability and risk precursor analyses and prognostics. Examples may include open-source or other NASA-developed tools (under appropriate Software Usage Agreements) for safety analysis, prognostics algorithms and development best practices, full or partial safety use cases, data integration portals and services, and access to safety scientists and engineers.

Additionally, this Agreement shall be for the purpose of promoting collaborative efforts and interaction between subject matter experts at NASA and Envoy to adjust best practices as necessary to develop an effective and robust demonstration of predictive risk mitigation technologies. This collaborative effort is intended to support the delivery of an initial capability that extends NASA's previous precursor analysis to risk over multiple

adverse events through data and/or decision fusion approaches. This capability is hypothesized to result in a significant increase of the safety margins of flight and ground operations for commercial air carriers, such as Envoy. A collaboration with industry partners, such as Envoy, is essential to NASA's success in developing, demonstrating and validating an advanced data analytical capability to include, but not limited to, machine learning, deep learning, natural language processing, and other statistical methods applied to actionable safety data. The overarching objective is, through partnerships and collaborative efforts such as proposed in present Non-Reimbursable Space Act Agreement that benefits equally both Parties, to demonstrate quantifiable methods and metrics for in-time proactive and predictive risk assessment and safety assurance, derived from existing and potential new and novel data types. This work will directly support NASA Aeronautics Thrust 5, In-Time System-Wide Safety Assurance (“ISSA”) concept of operations, under the NASA Strategic Implementation Plan.

ARTICLE 3. RESPONSIBILITIES

A. NASA LaRC will use reasonable efforts to:

Year One:

1. Review Envoy’s anonymized and de-identified FOQA, ASAP and LOSA data repositories, data types and constraints, top operational hazards and threats, and overall safety risk assessment process.
2. Assist Partner by conducting analyses of Data (as defined herein) to study the methods to identify in-time lagging and leading indicators, precursors, and vulnerabilities in existing safety data.
3. Identify appropriate algorithms for the analysis of anonymized and de-identified Envoy’s FOQA, ASAP and LOSA data selected by Envoy (collectively with any other Envoy data that the Partner agrees to provide NASA, "Operational Data"), given the data types and constraints.
4. Document and develop plan to address any technical gaps regarding data quality or fusion that prevents use of existing NASA data analysis algorithms.
5. Provide NASA subject matter expertise to address, as permitted by Partner, known and/or identified safety risks in flight and ground operations.
6. Participate in continuous Safety Management System risk assessments, as permitted by Partner.
7. Explore other potential areas of collaboration to include assessment and initial recommendations for enhancing safety data collection systems and analysis, as instructed by Partner. These may include, but not limited to, ASAP and Event Review Committee processes and evaluations; Fatigue Risk Management and associated data and assessments; observer-based safety data; etc.

Year Two:

8. Merge and preprocess Operational Data streams as necessary for the use of algorithms created by NASA on two or more safety data types.

9. Apply algorithms created by NASA that find precursors to hazards or anomalous behavior given time-series Data as instructed by Partner. The algorithms utilized will be run on Envoy computer systems or other systems that Envoy designates, and the resulting analyses will be generated and remain on Envoy or their designated systems.
10. Continued assessments and additional recommendations, for enhancing safety data collection systems and analysis, as mutually determined for the benefit of the ongoing collaborative research.

Year Three:

11. Apply algorithms that monitor for and assess risk on multiple integrated data types and Operational Data streams that enable decision fusion capability, as mutually determined for the benefit of the ongoing collaborative research. . The target is to demonstrate an in-time safety analysis capability that could be used by Partner flight operations safety department to evaluate and lower risk in-time. The algorithms utilized will be run on Envoy or their designated computer systems, and the resulting analyses will be generated and remain on Envoy or their designated systems.
12. Assess utility and value of new resilient and adaptive positive continuous safety learning new data analytical approaches and metrics (hereafter called "human contributions to safety" or "HC2S"), utilizing existing Partner collected safety data.

Year Four:

13. Demonstrate, as mutually determined for the benefit of the ongoing collaborative research, decision and/or data fusion capability across three or more Partner Safety Management System collected data types.
14. Provide recommendations for Partner prototype safety dashboard for decision and/or data fused safety intelligence for in-time safety risk assessments and action mitigations.
15. Evaluate introduction of formal HC2S data collection program, based on existing airline exemplars, tailored and scaled for Envoy use, as mutually determined for the benefit of the ongoing collaborative research. .

Year Five:

16. Collaboratively document and demonstrate to external stakeholders the outcomes and achievements from the collaborative efforts, as defined in present agreement, mutually agreed upon. These external stakeholders include, but are not limited to, the Federal Aviation Administration, MITRE Aviation Safety Information Analysis and Sharing ("ASIAS"), Flight Safety Foundation "Learning from All Operations" Team, International Civil Aviation Organization ("ICAO") Safety Management Panel and Safety Intelligence Team, and other airlines.

17. As mutually determined, in writing, publish peer-review reports or reports in journals, conferences, NASA technical publications, or other such venues in accordance with the publication review process set forth in Article 6.
18. Produce a review of potential areas of future study and collaboration between Parties.

B. Partner will use reasonable efforts to:

Year One:

1. Provide NASA reasonable access to Envoy's safety process experts and Operational Data repository owners.
2. Provide NASA with reasonable access to Envoy's subject matter experts for hazard analysis and risk assessment over anomalous Operational Data. Such subject matter experts shall advise NASA on areas of focus.
3. Provide NASA with reasonable access to Envoy's owned flight, ground, and maintenance Operational Data sources, as permitted by Partner. These Operational Data sources may be historical or current.

Year Two:

4. Continue to provide NASA with reasonable access to Envoy's owned flight, ground, and maintenance Operational Data sources. These Operational Data sources may be historical or current.
5. Provide NASA with reasonable access to subject matter experts for the evaluation and explanation of algorithm results. As permitted by Partner, the subject matter experts may include, but not limited to, active line pilots for use in assessment of NASA algorithms and data methods such as "Active Learning".

Year Three:

6. Continue to provide NASA with reasonable access to Envoy's owned flight, ground, and maintenance Operational Data sources. At least some of the Operational Data should be current enough to allow for detection of risk in time to mitigate the risk before a hazard is realized.
7. Continue to provide reasonable access to subject matter experts for the evaluation and explanation of overall capability results.
8. Provide NASA with reasonable access to Envoy's subject matter experts and, as permitted by Partner, line pilots and other operators at Envoy to Assess utility and value of new resilient and adaptive positive continuous safety learning HC2S data analytical approaches and metrics, utilizing existing Partner collected safety data.

Year Four:

9. Continue to provide NASA with reasonable access to Envoy's owned flight, ground, and maintenance Operational Data sources. At least some of the

Operational Data should be current enough to allow for detection of risk in time to mitigate the risk before a hazard is realized.

10. Collaboratively support assessment and contribute to recommendations for Partner prototype safety dashboard for decision and/or data fused safety intelligence for in-time safety risk assessments and action mitigations.
11. Collaboratively aid in the evaluation of potential introduction of formal HC2S data collection program, based on existing airline exemplars, tailored and scaled for Envoy use, as instructed by Partner.

Year Five:

12. Collaboratively document and demonstrate to external stakeholders the outcomes and achievements from the collaborative efforts, as defined in present agreement, as permitted by Partner. These external stakeholders include, but are not limited to, the Federal Aviation Administration, ASIAS, Flight Safety Foundation "Learning from All Operations" Team, ICAO Safety Management Panel and Safety Intelligence Team, and other airlines.
13. As mutually determined,, support the publication of peer-review reports or reports in journals, conferences, NASA technical publications, or other such venues in accordance with the publication review process set forth in Article 6.
14. Produce a review of NASA recommendations for potential areas of future study and collaboration between Parties.

C. Both Parties will use reasonable efforts to:

Year One:

1. Identify key hazards and system-level risks that have the potential for automatic discovery.
2. Identify necessary Operational Data products that would allow for this automated discovery and identify any restrictions or protections for the Operational Data.
3. Prototype initial integration of NASA algorithms with Operational Data.

Year Two:

4. Continue to identify key hazards and system-level risks that have the potential for automatic discovery.
5. Continued efforts to identify necessary Operational Data products that would allow for this automated discovery and identify any restrictions or protections for the Operational Data.
6. Continued efforts toward prototype initial integration of NASA algorithms with Operational Data.

Year Three:

7. Expand the integration of NASA algorithms with Operational Data to include merging Operational Data sources (e.g., FOQA, ASAP and LOSA and ground operations or maintenance Data).
8. Design and evaluate safety metrics for understanding overall levels of risk and safety.

Year Four:

9. Support demonstration of a prototype In-Time System-Wide Safety Assurance capability that can assess risk and alert safety operators to the need for mitigation based on two or more decision and/or fused safety data types.

Year Five:

10. Evaluate the demonstration of the In-Time System-Wide Safety Analysis proof-of-concept based on multiple decision and/or fused safety data types.
11. Jointly publish appropriate and non-proprietary findings, as mutually agreed upon.

ARTICLE 4. SCHEDULE AND MILESTONES

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

NASA and Envoy shall identify key hazards and system-level risks that have the potential for automatic discovery.	Throughout the period of performance, but no later than two years after execution of Agreement.
NASA and Envoy shall identify necessary Operational Data products that would allow for this automated discovery and identify any restrictions or protections for the Operational Data.	Throughout the period of performance, but no later than two years after execution of Agreement.
NASA and Envoy shall prototype initial integration of NASA algorithms with Operational Data.	Throughout the period of performance, but no later than January 1, 2026.
Expand the integration of NASA algorithms with Operational Data to include merging Operational Data sources (e.g., FOQA, ASAP and LOSA and ground operations or maintenance Data).	Throughout the period of performance, but no later than January 1, 2028.
NASA and Envoy shall collaborate on the design and evaluate safety metrics for understanding overall levels of risk and safety.	Throughout the period of performance, but no later than January 1, 2028.

NASA and Envoy shall support demonstration of a prototype In-Time System-Wide Safety Assurance capability that can assess risk and alert safety operators to the need for mitigation based on two or more decision and/or fused safety data types.	Throughout the period of performance, but no later than January 1, 2029.
Evaluate the demonstration of the In-Time System-Wide Safety Analysis proof-of-concept based on multiple decision and/or fused safety data types.	At least six months prior to Agreement Expiration.
Jointly publish appropriate and non-proprietary findings, as approved by Partner.	At least two months prior to Agreement Expiration.

ARTICLE 5. FINANCIAL OBLIGATIONS

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

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, 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. Each Party further agrees to extend this waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party 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. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
 - a. known or available from other sources without restriction;
 - b. known, possessed, or developed independently, and without reference to the Proprietary Data;

- c. made available by the owners to others without restriction; or
 - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.
10. Partner may use the following or a similar restrictive notice:

Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement SAA1-40816.

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

B. Data First Produced by Partner Under this Agreement

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

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark it with a restrictive notice and use reasonable efforts to protect it for two years after its development. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the

restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

D. Publication of Results

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

E. Data Disclosing an Invention

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

F. Copyright

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

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

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
 - a. Proprietary Data developed at Disclosing Party's expense outside of this Agreement (referred to as Background Data);

- b. Proprietary Data of third parties that Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
 - c. U.S. Government Data, including software and related Data, Disclosing Party intends to control (referred to as Controlled Government Data).
- 2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
- 3. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.
 - a. Background Data:
The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
 - b. Third Party Proprietary Data:
The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
 - c. Controlled Government Data:
The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
 - d. Notwithstanding H.4., NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as NASA directs: None
- 4. For such Data identified with a restrictive notice pursuant to H.2. including such Data identified pursuant to this Article, 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.

I. Oral and visual information

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

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

ARTICLE 10. 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 Partner 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 Partner. Partner 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 Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related 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 NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials

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

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner

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

ARTICLE 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 will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 13. 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 will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 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. RIGHT TO TERMINATE

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.

Technical Points of Contact

NASA Langley Research Center
Lawrence J. Prinzel III, Ph.D.
Senior Technical Advisor
Langley Research Center
Hampton, VA 23681
(757) 864-2277
lawrence.j.prinzel@nasa.gov

ENVOY AIR, INC.
Scott Trepinski, Ph.D.
Senior VP Safety, Security, &
Environmental Safety
4301 Regent Blvd
Irving, TX 75063-2253
(469) 534-4847
trepinski@aa.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. LOAN OF GOVERNMENT PROPERTY

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

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
LANGLEY RESEARCH CENTER

ENVOY AIR, INC.

BY: _____
Sharon M. Jones
Acting Director, Aeronautics
Research Directorate

BY:  _____
Scott Trepinski, Ph.D.
Senior VP Safety, Security, &
Environmental Safety

DATE: _____

DATE: 08/05/2024 _____