NONREIMBURSABLE SPACE ACT AGREEMENT (PAM 43650)
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
ARMSTRONG FLIGHT RESEARCH CENTER
AND
HELOGEN CORPORATION
FOR SPACE TECHNOLOGY PAYLOAD CHALLENGE

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 Armstrong Flight Research Center, located at P.O. Box 273, Edwards, CA 93523 (hereinafter referred to as "NASA" or "NASA AFRC") and Helogen Corporation located at 131 Varick Street, Suite 1008, New York, NY 10013-1417 (hereinafter referred to as "Partner" or "Helogen"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The NASA TechLeap Prize is a competition sponsored by NASA's Flight Opportunities program that provides payload development funding and access to suborbital flight testing for promising space technologies that meet a specific agency need. The competition is open to qualified commercial businesses, academic institutions, entrepreneurs, and other innovators. The Partner was selected under the "Space Technology Payload Challenge", the purpose of this activity is to provide a suborbital flight to the partner to provide an opportunity to test their technologies in an applicable environment.

ARTICLE 3. RESPONSIBILITIES

A. NASA AFRC will use reasonable efforts to:

1. Provide one flight to address the Flight Test Objectives and Success Criteria. Such flight will be provided on commercial suborbital flight under contract to NASA. Although it is NASA's intention to provide the flight as negotiated and scheduled, there is always the possibility of flight postponement or cancellation. Externalities out of NASA's control may cause flight delays or cancellation.

2. FO will assign a Campaign Manager (CM) to work with and assist the Partner in its FO flight activities.

a. CM will review and identify which flight service provider (FSP) vehicle meets the Partners requirements and will make flight(s) or campaign(s) assignment.

b. CM will provide Partner with guidance in preparing the platform-specific payload data and other documents required for the FSP's payload processing, review and integration.

c. CM will evaluate Partner's Payload Reference Document (PRD) and other requirements and incorporate them as necessary into the task requests issued to the FSP by FO.

d. CM will disposition issues between Partner and FSP related to payload integration and flight requirements. NASA will participate in, or be apprised of, activities and results.

B. Partner will use reasonable efforts to:

1. Complete and return a preliminary Payload Reference Document (PRD) to the FO program (in collaboration with payload provider, as applicable), within two weeks after the PRD template is provided to Partner by FO. Within two working days after discussions with the Campaign Manager (CM), any clarifications or changes to the PRD will be submitted to the CM. Updates and revisions to the PRD should be tracked with a revision control numbering scheme.

2. Provide the following to FO:

a. Any payload-specific requirements for changes or modifications to the standard Flight Service Provider (FSP) flight vehicle, flight plan or launch facilities that the Partner requires for preparing, testing, demonstrating or operating the payload should be included in the PRD. The Partner is encouraged to communicate with their assigned FSP but the Partner may not make requests for changes or modifications directly to the FSP. NASA will not assume responsibility for any such requests or agreements made between the Partner and the FSP.

b. If not already submitted within the Proposal, an FO Summary Chart, suitable for public release, will be provided within two weeks of the executed SAA.

3. Abide by the policies and requirements put forth by NASA, the Flight Service Provider and the hosting airfield/spaceport.

4. Comply with design, fabrication and analysis requirements for payload and payload integration as specified by the FSP and/or hosting airfield/spaceport. The Partner will participate in FSP payload reviews, integration, tests and flight operations. Note: Flight Service Provider is responsible for flight safety and has final authority to determine payload acceptability for flight.

5. Provide the following reports to FO:

a. 48-hour Feedback: A brief summary of the flight activity and an initial publicly releasable statement within two business days of end of Flight Campaign.

b. Final Report: A final report not to exceed 20 pages, not including photographs or videos, that documents all test activities and results based on the Test Maturation Plan, and Flight Test Objectives and Success Criteria stated within the PRD within eight (8) weeks of end of Flight Campaign.

c. An update to the publicly releasable statement (5.a, above) of Partner's activities under this Agreement is to accompany the Final Report. The Publicly Releasable Statement should be no longer than 400 words in length.

6. Partner's Principal Investigator (PI), or designee, should notify FO in writing of any technical publications, conference presentation, new opportunities for further development and/or mission-use or application of the subject technology through contracts or agreements with government or commercial partners within 2 years after flight campaign flown. Failure to meet Partner's responsibilities will negatively impact the consideration of the Partner for participation in any future Flight Opportunities program activities.

ARTICLE 4. SCHEDULE AND MILESTONES

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

1) Partner assists CM in developing the Manifest Requirements Document (MRD)	2 weeks after document receipt
2) NASA to notify Partner of flight assignment	As soon as possible after manifesting, or as appropriate per competition structure
3) Partner submits 48-hour Feedback	Within 2 business days after Flight Campaign is completed.
4) Partner submits Final Report	Within 8 weeks after Flight Campaign is completed.

ARTICLE 5. FINANCIAL OBLIGATIONS

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

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be

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

ARTICLE 7. NONEXCLUSIVITY

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

ARTICLE 8. LIABILITY

A. The objective of this Article is to establish a cross-waiver of liability in the interest of encouraging participation in the exploration, exploitation, and use of outer space. The Parties intend that the cross-waiver of liability be broadly construed to achieve this objective.

B. For purposes of this Article:

1. The term "Damage" means:
a. Bodily injury to, or other impairment of health of, or death of, any person;
b. Damage to, loss of, or loss of use of any property;
c. Loss of revenue or profits; or
d. Other direct, indirect, or consequential Damage.

2. The term "Launch Vehicle" means an object, or any part thereof, intended for launch, launched from Earth, or returning to Earth which carries Payloads, persons, or both.

3. The term "Payload" means all property to be flown or used on or in a Launch Vehicle.

4. The term "Protected Space Operations" means all Launch Vehicle or Transfer Vehicle activities and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of an agreement for launch services. Protected Space Operations begins at the signature of this Agreement and ends when all activities done in implementation of this Agreement are completed. It includes, but is not limited to:

a. Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch Vehicles or Transfer Vehicles, Payloads, or instruments, as well as related support equipment and facilities and services; and
b. All activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

"Protected Space Operations" excludes activities on Earth that are conducted on return from space to develop further a Payload's product or process for use other than for the activities within the scope of an agreement for launch services.

5. The term "Related Entity" means:

a. A contractor or subcontractor of a Party at any tier;
b. A user or customer of a Party at any tier; or
c. A contractor or subcontractor of a user or customer of a Party at any tier.

The terms "contractor" and "subcontractor" include suppliers of any kind.

The term "Related Entity" may also apply to a State, or an agency or institution of a State, having the same relationship to a Party as described in paragraphs B.5.a. through B.5.c. of this Article, or otherwise engaged in the implementation of Protected Space Operations as defined in paragraph B.4. above.

6. The term "Transfer Vehicle" means any vehicle that operates in space and transfers Payloads or persons or both between two different space objects, between two different locations on the same space object, or between a space object and the surface of a celestial body. A Transfer Vehicle also includes a vehicle that departs from and returns to the same location on a space object.

C. Cross-waiver of liability:

1. Each Party agrees to a cross-waiver of liability pursuant to which each Party waives all claims against any of the entities or persons listed in paragraphs C.1.a. through C.1.d. of this Article based on Damage arising out of Protected Space Operations. This cross-waiver shall apply only if the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations. The cross-waiver shall apply to any claims for Damage, whatever the legal basis for such claims, against:

a. The other Party;
b. A party to another NASA agreement that includes flight on the same Launch Vehicle;
c. A Related Entity of any entity identified in paragraphs C.1.a. or C.1.b. of this Article; or
d. The employees of any of the entities identified in paragraphs C.1.a. through C.1.c. of this Article.

2. In addition, each Party shall extend the cross-waiver of liability, as set forth in paragraph C.1. of this Article, to its own Related Entities by requiring them, by contract or otherwise, to:
a. Waive all claims against the entities or persons identified in paragraphs C.1.a. through C.1.d. of this Article; and

b. Require that their Related Entities waive all claims against the entities or persons identified in paragraphs C.1.a. through C.1.d. of this Article.

3. For avoidance of doubt, this cross-waiver of liability includes a cross-waiver of claims arising from the Convention on International Liability for Damage Caused by Space Objects, which entered into force on September 1, 1972, where the person, entity, or property causing the Damage is involved in Protected Space Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Protected Space Operations.

4. Notwithstanding the other provisions of this Article, this cross-waiver of liability shall not be applicable to:

a. Claims between a Party and its own Related Entity or between its own Related Entities;
b. Claims made by a natural person, his/her estate, survivors, or subrogees (except when a subrogee is a Party to this Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
c. Claims for Damage caused by willful misconduct;
d. Intellectual property claims;
e. Claims for Damage resulting from a failure of a Party to extend the cross-waiver of liability to its Related Entities, pursuant to paragraph C.2. of this Article; or
f. Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

5. Nothing in this Article shall be construed to create the basis for a claim or suit where none would otherwise exist.

D. To the extent that activities under this Agreement are not within the definition of "Protected Space Operations," defined above, the following unilateral waiver of claims applies to activities under this Agreement.

1. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner'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.

2. Partner 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 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Contributing Entity" means a contractor, subcontractor, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.
3. "Proprietary Data" means Data developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged, and that includes a restrictive notice, unless the Data is:
a. known or available from other sources without restriction;
b. known, possessed, or developed independently;
c. made available by the owners to others without restriction; or
d. required by law or court order to be disclosed without restriction.
4. "Background Data" means Partner's Proprietary Data developed outside of this Agreement.
5. "Third Party Proprietary Data" means Proprietary Data of third parties that disclosing Party has agreed to protect or where the Government is required to protect under federal law (e.g., 18 U.S.C. §1905).
6. "Controlled Government Data" means information the United States Government creates or possesses that requires safeguarding or dissemination controls.
7. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
8. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
9. If the Parties exchange Data having a notice that the receiving Party deems is ambiguous or unauthorized, the receiving Party shall notify the disclosing Party. If the notice indicates a restriction, the receiving Party shall protect the Data under this Article until otherwise directed in writing by the disclosing Party.
10. The Data rights herein apply to the employees and Contributing Entities of Partner. Partner shall ensure that its employees and Contributing Entity employees know about and are bound by the obligations under this Article.
11. Disclaimer of Liability: Neither Party is restricted in, or liable for, the use, disclosure, or reproduction of Proprietary Data without a restrictive notice. NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data Partner gives, or is required to give, the U.S. Government without restriction.
12. Partner may use the following or a similar restrictive notice:

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

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

B. Data First Produced by Partner Under this Agreement

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

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will both mark it with a restrictive notice and use reasonable efforts to protect it for 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 disclosing Party identifies the Data as such when providing it to the receiving Party, the receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:
1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the receiving Party's responsibilities under this Agreement.

2. Data without the indication of F.1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

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

1. NASA or Partner (as disclosing Party) may provide the other Party or its Contributing Entities (as receiving Party) any Background Data, Controlled Government Data, and/or Third Party Proprietary Data, subject to the following conditions:
a. Background Data, Third Party Proprietary Data, and Controlled Government Data provided by disclosing Party to receiving Party shall be marked by disclosing Party with a restrictive notice; and
b. Background Data, Third Party Proprietary Data, and Controlled Government Data shall be identified in a separate technical document. The technical document should be comprehensive, should be kept current, and does not supersede any restrictive notice on the Data.
2. Notwithstanding H.3., NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the software and related Data in accordance with the SUA. The NASA software and related Data expected to be provided is: None

3. For such Data identified with a restrictive notice pursuant to H.1, receiving Party shall:
a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
b. Safeguard such Data from unauthorized use and disclosure;
c. Allow access to such Data only to its employees and any Contributing Entity requiring access under this Agreement, or as required by law or court order to be disclosed;
d. Except as otherwise indicated in 3.c., preclude disclosure outside receiving Party's organization;
e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Contributing Entity with access about their obligations under this Article; and
f. Dispose of such Data as disclosing Party directs.

I. Oral and visual information

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

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

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. General

1. 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, except as provided herein.
2. "Contributing Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.
3. The invention and patent rights herein apply to employees and Contributing Entities of Partner. Partner shall ensure that its employees and Contributing Entity employees know about and are bound by the obligations under this Article.

B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

C. NASA Contributing Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Contributing Entity employees, or jointly between NASA and Contributing Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, a negotiated license to any of these inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

D. Joint Inventions With Partner

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Partner employees, and employees of either Party's Contributing Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:
1. refrain from exercising its undivided interest inconsistently with Partner's commercial business; or

2. use reasonable efforts to grant Partner, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

E. Rights to be Reserved in Partner's License

Any license granted Partner under paragraphs B., C., or D. of this Article is subject to the following:
1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.
2. For inventions made solely or jointly by employees of a NASA Contributing Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Contributing Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (1 year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.
2. Partner shall include the following in patent applications for an invention made jointly between NASA employees, its Contributing Entity employees and Partner employees:

The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.

[Note: Partner should be informed that it can locate NASA technology available for licensing by visiting the following website address – http://technology.nasa.gov.]

ARTICLE 11. USE OF PARTIES' NAME AND IDENTIFIERS

A. NASA Name and Initials

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

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

C. Partner Name and Trademarks

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

ARTICLE 12. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

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

ARTICLE 13. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided under this Agreement are provided "as is." Parties make no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the

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

ARTICLE 14. DISCLAIMER OF ENDORSEMENT

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

ARTICLE 15. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access, including use of Interconnection Security Agreements (ISAs), when applicable.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.
2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

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

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

ARTICLE 16. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or one year from the Effective Date, whichever comes first.

ARTICLE 17. TERMINATION

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

ARTICLE 18. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights"-related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 19. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA Armstrong Flight Research Center
Gregory H Peters
Project Manager
Mail Stop: 4800:1021
P.O. Box 273
Edwards, CA 93523
Phone: 661.276.5359
gregory.h.peters@nasa.gov

Helogen Corporation
Caitlin Golden
131 Varick Street, Suite 1008
New York, NY 10013-1417
Phone: 917.267.2002
caitlin.golden@helogen.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. 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. For all NASA mishaps or close calls, Partner agrees to comply with NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping".

ARTICLE 22. MODIFICATIONS

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

ARTICLE 23. 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 24. 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 25. 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 26. GOVERNMENT PROPERTY

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

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

ARTICLE 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.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION ARMSTRONG FLIGHT RESEARCH CENTER	HELOGEN CORPORATION
BY: Digitally signed by Eddie Zavala Date: 2025.08.27 06:08:20 -07'00'	BY:
Eddie Zavala Director for Programs and Projects	Shishir Bankapur CEO
DATE:	DATE: Aug 12, 2025