

NONREIMBURSABLE SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND AXIOM SPACE, LLC
FOR LOW-EARTH ORBIT COMMERCIAL DEVELOPMENT.

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113), this Agreement is entered into by the National Aeronautics and Space Administration Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA" or "NASA JSC") and Axiom Space, LLC located at 17155 Feathercraft Ln, Suite 100, Webster, Texas 77598 (hereinafter referred to as "Partner" or "Axiom"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

NASA now operates, a share of the United States accommodations of the ISS as a National Laboratory in accordance with the NASA Authorization Acts of 2005 and 2010. To meet this mandate, which requires NASA to support the utilization of research facilities and capabilities and, in part, to pursue commercial means to maximize ISS operational capabilities, NASA enters into this Space Act Agreement in which Axiom will develop a commercially funded, developed, launched, owned and operated module on the International Space Station (ISS). The module would be moved to a commercial station at ISS end of life (EOL). The goals of this new capability are to increase private sector involvement in Low Earth Orbit (LEO), to increase the robustness and operational throughput of the ISS, and insure a successful transition of ISS based commercial LEO utilization to a commercial platform at ISS EOL. Axiom has proposed to design and develop a commercial crewed ISS module that could host as many as seven (7) crewmembers, including astronauts and spaceflight participants. The module could also be used to advance technologies required for Exploration (e.g., advanced Environmental Life Control Support Systems, advanced crew exercise systems, etc.). Finally, the module will be used to provide 1) additional research opportunities for government and commercial purposes, 2) Earth imaging and sensing, 3) educational outreach, 4) in-space manufacturing and 5) marketing and advertising. The Parties hereby agree to embark on activities to achieve these specific goals. This commercial module enables an entirely new participation of the commercial sector in utilizing the ISS infrastructure and furthering the development of an economy in LEO.

At the most fundamental level, the benefit that this partnership provides to NASA is captured in the Strategic Goals of the Agency per the 2014 NASA Strategic Plan:

- Strategic Goal 1: Expand the frontiers of knowledge, capability and opportunity in space.

- Objective 1.2: Conduct research on the International Space Station (ISS) to enable future space exploration, facilitate a commercial space economy, and advance the fundamental biological and physical sciences for the benefit of humanity.
- Objective 1.3: Facilitate and utilize U.S. commercial capabilities to deliver cargo and crew to space.

BACKGROUND

NASA seeks to increase the commercial utilization of the ISS and enable the development of a robust economy in LEO leveraging the ISS infrastructure. This module project serves as a pathfinder for the ISS National Laboratory (NL) by demonstrating a new involvement by the commercial sector in a more complex, new payload facility for the ISS, potentially encouraging others to pursue similar projects and facilitate their efforts by providing a model for implementation. This growing participation by the commercial sector may serve as a model for a broad consortium to perform deep-space exploration missions in the future.

The module will be owned and operated by Axiom, but will be available for use by a broad range of traditional and non-traditional customers on a commercial basis. All manifesting and increment planning for any ISS National Lab allocation of the module, will be determined by the parties, and coordinated through the operator of the ISS National Lab, the Center for the Advancement of Science in Space (CASIS). All non-NASA funded payloads are subject to vetting via processes CASIS has established for use of NASA resources allocated to NL that are used to execute payloads in the module. Following completion of these processes, Axiom will be provided the resources agreed to (crew time, berthing port, command/data transmission, power, etc.) sufficient to utilize and operate the module on the ISS.

Axiom, pursuant to its proposal, will raise private capital to fund the development of the module and will also fund the launch and on-orbit maneuvering capability required for rendezvous with the ISS prior to berthing and separation following unberthing from ISS at EOL.

Standard NASA integration and operations services provided to all utilization activities are not part of this agreement. As with all payloads, these services will be documented in the Payload Integration Agreement (PIA).

As part of this collaboration, Axiom agrees to provide any data, to which it has rights, related to the advancement of technologies required for Exploration with NASA, including, but not limited to design, development, test, and evaluation data to NASA in accordance with Article 9B, below.

The following multi-phased approach will allow NASA to assess the requirements for the module as it progresses through development on an incremental basis while proceeding to flight.

The Parties hereby agree to embark on a series of phased activities to achieve this objective, linked by a series of milestones. Passage through each milestone will occur upon the successful completion of a predetermined set of requirements and the development of required agreement documents, as agreed to by the Parties. Fulfillment of each milestones is a necessary and sufficient condition to proceed to the next phase. However, successful completion of a milestone in no way obligates or requires either party to continue activities under subsequent phases identified in this agreement. Phases are described below:

Phase 1 – Roles, Responsibilities, and Contributions

Conduct a joint formulation of objectives, technical and programmatic feasibility, including exchange of interface requirements/drawings, hardware suitability/availability, lessons learned, human performance assessment factors, and definition of roles, responsibilities, and contributions of each Party for development of a commercially-operated module on the ISS. The work product resulting from this Phase will be an amendment to this Agreement identifying each Party's roles and responsibilities for the remaining phases. In addition, at the end of Phase I the agreement will be amended to capture responsibilities and milestones for future phases, if exercised.

Phase 2 – Successful system level Preliminary Design Review (PDR) and Phase I Safety Review complete (as reasonably determined by the Parties)

This Phase demonstrates that the preliminary design of the Project meets all system requirements with acceptable risk and within the cost and schedule constraints that the Parties set forth, and establishes the basis for proceeding with detailed design. It shows that an acceptable design option has been selected, the ISS CBM port for the module has been specified, interfaces have been identified, and verification methods have been described. Full baseline cost and schedules for the Parties' responsibilities, as well as risk assessments, management systems, and metrics are presented. Furthermore, Phase I Safety Review has been determined complete by the signature of the Phase I hazard reports.

Phase 3 –Approval of the Interface Control Document (ICD) as defined by signature of the ICD by the parties.

The document that identifies the specific interfaces for the Axiom module to the ISS is produced in this phase.

Phase 4 - Successful system level Critical Design Review (CDR) and Phase II Safety Review complete (as reasonably determined by the Parties)

This phase ensures that the maturity of the design of the Project is appropriate to support proceeding with full scale fabrication, assembly, integration, and test, and the technical effort is on track to complete the flight and ground system development and mission operations in order to meet mission performance requirements within the identified cost

and schedule constraints as agreed to by the Parties. The final on orbit allocation, targeted launch carrier and launch readiness will have been identified by this time. Furthermore, Phase II Safety Review has been determined complete by the signature of the Phase II hazard reports.

Phase 5 –Verification Acceptance Review and Phase III Safety Review Panel (SRP)

This Phase provides for a review that examines all tests, demonstrations, analyses and audits that verify and validate the system's ability to meet all requirements, interfaces and hazard controls.

Phase 6: Pre-ship Review, Certification of Flight Readiness (CoFR) and Launch Readiness Review (LRR)

This Phase provides for a review that examines all tests, demonstrations, analyses and audits that determine the system's readiness for a safe and successful flight and for subsequent flight operations. It also ensures that all flight and ground hardware, software, personnel and procedures are operationally ready. This Phase is the final Phase that occurs prior to actual launch in order to verify that the Project is ready for launch.

Relevant excerpts from NASA's Authorization Act of 2010: Public Law 111–267

§ 501(b) NASA ACTIONS.—In furtherance of the policy set forth in subsection (a), NASA shall pursue international, commercial, and intragovernmental means to maximize ISS logistics supply, maintenance, and operational capabilities, reduce risks to ISS systems sustainability, and offset and minimize United States operations costs relating to the ISS.

§502(a) IN GENERAL.—With assembly of the ISS complete, NASA shall take steps to maximize the productivity and use of the ISS with respect to scientific and technological research and development, advancement of space exploration, and international collaboration.

ARTICLE 3. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Participate in the joint formulation of objectives, feasibility assessments, roles, responsibilities, requirements and contributions of each Party for the development of a commercially-operated module on the ISS.

Partner will use reasonable efforts to:

1. Participate in a joint formulation of objectives, feasibility assessments, roles, responsibilities, requirements and contributions of each Party for the development of a commercially-operated module on the ISS

2. Execute the responsibilities described in Milestone 1 via a series of discussions and meetings with relevant members of industry and NASA.

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows for Phase 1. Milestones 3 through 7 include future Phases as outlined in Article 2. :

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| 1. Both Parties will collaborate to produce the amendment described in Phase 1. | Best effort to complete 90 calendar days after the execution of this Agreement |
| 2. NASA will provide remote access to ISS drawing System, ISS program requirements and existing IRDs, ICDs, and Specifications required for interfacing with ISS | Best effort to complete 30 calendar days after the execution of this Agreement. |
| 3. Axiom will produce a PDR package of mutually agreed to content and successfully complete the Phase I hazard reports during Phase 2 of this agreement. | Per mutually agreed to schedule |
| 4. Axiom will finalize and obtain signature on ICD specifying the interfaces for the Axiom module to the ISS during Phase 3 of this agreement | Per mutually agreed to schedule |
| 5. Axiom will produce a CDR package of mutually agreed to content and successfully complete the Phase II Safety Review Panel during Phase 4 of this agreement | Per mutually agreed to schedule |
| 6. Axiom will produce a CoFR package that documents all tests, demonstrations, analyses and audits to ensure system readiness during Phase 5 of this agreement | Per mutually agreed to schedule |
| 7. Axiom will produce the LRR package during Phase 6 of this agreement | Per mutually agreed to schedule |

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

ARTICLE 8. LIABILITY AND RISK OF LOSS

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 through the International Space Station (ISS). The Parties intend that the cross-waiver of liability be broadly construed to achieve this objective.

B. For the 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 "Partner State" includes each Contracting Party for which the Agreement Among the Government of Canada, Governments of Member States of the European Space Agency, the Government of Japan, the Government of the Russian Federation, and the Government of the United States of America concerning Cooperation on the Civil International Space Station (IGA) has entered into force, pursuant to Article 25 of the IGA or pursuant to any successor agreement. A Partner State includes its Cooperating Agency. It also includes any entity specified in the Memorandum of Understanding (MOU) between NASA and the Government of Japan to assist the Government of Japan's Cooperating Agency in the implementation of that MOU.

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

5. The term "Protected Space Operations" means all Launch Vehicle or Transfer Vehicle activities, ISS activities, and Payload activities on Earth, in outer space, or in transit between Earth and outer space in implementation of this Agreement, the IGA, MOUs concluded pursuant to the IGA, and implementing arrangements. It includes, but is not limited to:

a. Research, design, development, test, manufacture, assembly, integration, operation, or use of Launch Vehicles or Transfer Vehicles, the ISS, 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" also includes all activities related to evolution of the ISS, as provided for in Article 14 of the IGA.

"Protected Space Operations" excludes activities on Earth which are conducted on return from the ISS to develop further a Payload's product or process for use other than for ISS-related activities in implementation of the IGA.

6. The term "Related Entity" means:

a. A contractor or subcontractor of a Party or a Partner State at any tier;

b. A user or customer of a Party or a Partner State at any tier; or

c. A contractor or subcontractor of a user or customer of a Party or a Partner State 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 Partner State as described in paragraphs B.6.a. through B.6.c. of this Article or otherwise engaged in the implementation of Protected Space Operations as defined in paragraph B.5. above.

7. 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. Another Party;
- b. A Partner State other than the United States of America;
- c. A Related Entity of any entity identified in paragraph 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, by contract or otherwise, extend the cross-waiver of liability, as set forth in paragraph C.1. of this Article, to its 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. Subject to section 4 above, 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. "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 [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 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 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:

None

b. Third Party Proprietary Data:

None

c. Controlled Government Data:

None

d. 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 Data with a restrictive notice and Data identified in this Agreement, Receiving Party shall:

- a. Use, disclose, or reproduce the Data only as necessary under this Agreement;
- b. Safeguard the Data from unauthorized use and disclosure;
- c. Allow access to the 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 the 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 - RIGHTS IN RAW DATA
GENERATED UNDER THE AGREEMENT

1. Raw Data

Raw data (i.e., unanalyzed data) and related Data produced under this Agreement is reserved to Principal Investigators (and Co-Investigators if any) named in this Agreement for scientific analysis and first publication rights for 12 months beginning with receipt of the Data in a form suitable for analysis. Subject to the provisions of the Intellectual Property Rights - Data Rights Article of this Agreement, NASA and Partner may also use the Data during the restricted period. This use will not prejudice the investigators' first publication rights.

2. Final Results

a. Final results shall be made available to the scientific community through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. Under the Publication of Results provision of the Intellectual Property Rights - Data Rights clause of this Agreement, the Parties shall coordinate proposed publications allowing a reasonable time for review and comment.

b. NASA and Partner have a royalty-free right to reproduce, distribute, and use published final results for any purposes. Partner must notify publisher of NASA's rights.

ARTICLE 11. 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 all 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. "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.

3. 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.

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 Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related Entity employees, or jointly between NASA and Related 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 Related 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 Related Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Related 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 Related 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 12. USE OF NASA NAME AND 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 13. 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.

ARTICLE 14. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by either Party (when applicable) under this Agreement are provided "as is." Neither Party makes any 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 15. 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 16. 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.

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.

ARTICLE 17. 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 18. RIGHT TO TERMINATE

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

ARTICLE 19. 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 20. 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 Lyndon B. Johnson Space Center
Marybeth Edeen
Manager, ISS Research Integration Office
Mail Stop: OZ4
2101 NASA Parkway
Houston, Texas 77058
Phone: (281) 483-9122
Fax: (281) 244-8292
marybeth.a.edeen@nasa.gov

On behalf of Axiom Space, LLC
Michael Lopez-Alegria
Principal, MLA Space, LLC
225 9th Street NE
Washington, DC 20002
Phone: (202) 525-9749
mla@mlaspace.com

Technical Points of Contact

NASA Lyndon B. Johnson Space Center
Jessica Curry
Commercial Portfolio Manager
Mail Suite: OZ4
2101 NASA Parkway
Houston, Texas 77058
Phone: (281) 792-5106
Fax: (281) 244-8292
jessica.curry@nasa.gov

On behalf of Axiom Space, LLC
Dr. Michael Baine
Chief Engineer, Intuitive Machines
3700 Bay Area Blvd.
Suite 100
Houston, TX 77058
Direct: 281.300.4630
Main: 281.520.3703
Fax: 832.240.4068
mike.baine@intuitivemachines.com

ARTICLE 21. 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 22. 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" and [insert Center safety policies, as appropriate].

ARTICLE 23. MODIFICATIONS

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

ARTICLE 24. 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 25. 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 26. 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 27. LOAN OF GOVERNMENT PROPERTY

The parties shall complete and enter into a separate NASA Form 893, Loan of NASA Equipment, for any NASA equipment which is to be loaned to partner in support of the activities under this agreement.

ARTICLE 28. 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
JOHNSON SPACE CENTER

AXIOM SPACE, LLC

BY: Phil A. Jensen
ISS Program Manager

BY: Dr. Kamal Ghaffarian
CEO

DATE: Aug 24, 2016

DATE: 8/23/16