

**SPACE TALENT & SEDS
MEMORANDUM OF UNDERSTANDING**

November 21, 2019

The purpose of this binding Memorandum of Understanding (this “MOU”), is to set forth certain material terms of an agreement by and between Space Angels LLC, a Delaware limited liability company (“Space Angels”), and [Students for the Exploration and Development of Space] (“SEDS”) (together with Space Angels, the “Parties” and each, a “Party”), pursuant to which SEDS will develop certain data and content, and Space Angels will host such content on its Space Talent platform (the “Platform”). The Parties agree that this MOU is intended to be an enforceable agreement between them.

SUMMARY OF TERMS

1. *SEDS Content:* During the Term, SEDS will develop, curate, and provide data and content related to internships, scholarships, fellowships, and career resources in the space exploration industry (collectively, the “SEDS Content”). SEDS will have full discretion in its development and selection of the SEDS Content; however, Space Angels will have the right to request edits to or removal of the SEDS Content. SEDS will be responsible for ongoing management of the SEDS Content and must review and update the SEDS Content on at least a quarterly basis.
2. *Platform:* *P* Space Angels will host the SEDS Content on the Platform. Space Angels will have full discretion to select companies and organizations listed on the Platform’s jobs board; however, Space Angels agrees to evaluate the technical and financial viability of adding internships selected by SEDS to the Platform’s jobs board. Additionally, Space Angels will have full discretion to determine any edits, upgrades, or new features for the Platform; however, SEDS will have the right to request edits, upgrades, and new features for the Platform.
3. *Branding; Marketing Guidelines:* *B* The Parties will coordinate to co-brand the SEDS Content hosted on the Platform with Space Talent and SEDS logos. At all times, the SEDS Content must comply with the marketing guidelines for the Platform, as determined by Space Angels.
4. *License:* *L* SEDS acknowledges and agrees that certain trademarks, logos, or other intellectual property of SEDS (“SEDS IP”) will be displayed by Space Angels on the Platform. SEDS hereby grants to Space Angels during the Term a limited, non-exclusive, royalty free, non-transferable, non-sub-licensable license to use the SEDS IP on the Platform in connection with providing access to SEDS Content on the Platform and otherwise promoting displaying, promoting, or advertising the SEDS Content on the Platform.
5. *Term:* This MOU will commence on the date first written above and will expire upon termination by either Party (the “Term”). Either Party may terminate this MOU by written notice to the other Party at any time without the other Party’s consent. The provisions of Paragraphs 5-12 will survive the Term.
6. *Representations* Each Party represents and warrants that (a) it has full power and authority to

and Warranties: enter into this MOU and carry out its obligations hereunder, (b) this MOU is enforceable against it, (c) there is no legal proceeding pending or, to its knowledge, threatened against it that is reasonably likely to affect its ability to perform its obligations hereunder, and (d) its execution, delivery and performance of this MOU will not (i) require the consent or approval of any governmental or private party or (ii) infringe on any third party's rights.

Additionally, SEDS represents and warrants that (a) it owns or controls or has a valid right to use all intellectual property rights in and to the SEDS Content and the SEDS IP and (b) neither the SEDS Content nor the SEDS IP infringes any proprietary or other intellectual property rights of any other person or entity.

7. *Governing Law; Venue; Attorneys' Fees:* This MOU is to be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of law principles. Venue for any claim arising out of this MOU will be in New York, New York. If any action is brought to enforce or interpret any provision of this MOU, or the rights or obligations of any party hereunder, the prevailing or successful party will be entitled to recover all reasonable attorneys' fees and costs incurred or sustained by such party in connection with such action.
8. *Binding Agreement; Further Documents:* This MOU constitutes the legal, valid, and binding agreement between the Parties. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform the terms, provisions, and conditions of this MOU and the arrangements contemplated hereby.
9. *Assignment:* This MOU and any rights or obligations of the Parties hereunder may not be assigned by any Party without the prior written consent of the other Party; *provided*, however, that notwithstanding the foregoing, Space Angels may assign this Agreement without consent to an affiliate of Space Angels or in connection with a merger, sale of all or substantially all of the assets of Space Angels, or other business combination or reorganization of Space Angels.
10. *Expenses:* Each Party will pay its own transaction expenses, including the fees and expenses of advisors, incurred in connection with this MOU.
11. *Confidentiality:* Each Party acknowledges and agrees that in the course of the Parties' relationship hereunder, the other party (the "Receiving Party") may have access to certain Confidential Information. The Receiving Party hereby agrees not to disclose to a third party or use any Confidential Information of the disclosing party (the "Disclosing Party"), unless expressly authorized by this Agreement or by the Disclosing Party in writing. For purposes of this Agreement, "Confidential Information" means confidential or proprietary information of the Disclosing Party (or in the case of Space Angels, information concerning uses of the Platform), whether disclosed orally or in writing, whether or not identified as being confidential, and whether provided before, during, or after the Term, including but not limited to, financial and sales data, business or marketing plans, customer information, or product development ideas. The Receiving Party must take all reasonable

steps to minimize the risk of disclosure of such Confidential Information, including without limitation (a) ensuring that only the Receiving Party's employees, representatives or agents, as applicable, whose duties require them to possess such information or materials, have access thereto (provided that the Receiving Party will be liable for any breach of this Paragraph 7 by such employees, representatives, or agents), (b) exercising at least the same degree of care that the Receiving Party uses for its own Confidential Information, and (c) providing proper and secure storage for the information.

The obligations under this Paragraph 7 will not apply to any information obtained by the Receiving Party that would otherwise constitute Confidential Information but which: (a) was already known to the Receiving Party prior to its relationship with the Disclosing Party, (b) becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (c) is furnished to the Receiving Party by a third party who is not known by the Receiving Party to be bound by an obligation of confidentiality with respect to such information and who is lawfully in possession of, and who lawfully conveys, such information; or (d) is ordered to be disclosed by a court of competent jurisdiction or through judicial process or applicable law. If the Receiving Party becomes legally compelled by order of a court or other competent governmental agency, or by applicable law or judicial process to disclose any of the Confidential Information, to the extent permissible under applicable law, the Receiving Party must (to the extent permissible under applicable law) notify the Disclosing Party promptly so that the Disclosing Party may seek a protective order, and the Receiving Party must cooperate reasonably in seeking such protective order. If no such protective order or other remedy is obtained, the Receiving Party may furnish only that portion of Disclosing Party's Confidential Information which it is advised by counsel is legally required and must exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information.

12. *Miscellaneous:* This MOU is not for the benefit of any third party, whether or not referred to herein. Captions and organization are for convenience only and are not to be used to construe meaning. A waiver of any breach will not waive a prior or subsequent breach. All remedies are cumulative and the pursuit of any one will not waive any other. This MOU (including any exhibits attached hereto and any documents expressly referred to herein and therein), contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior agreements, understandings, and communications between the Parties, whether oral, written, implied, or otherwise. If any term, provision, covenant, paragraph, or condition of this MOU is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, that provision will be limited or eliminated to the minimum extent necessary so this MOU will otherwise remain enforceable in full force and effect. This MOU may be signed in counterpart, each of which will be deemed an original, but all of which together will constitute the MOU. Facsimile, DocuSign, and electronic copies of signatures will

have the same force and effect as original signatures for all purposes.

[signature page follows]


If you are in agreement with the terms set forth above, please sign this MOU in the space provided below.

AGREED AND ACCEPTED BY:

SPACE ANGELS LLC

**[STUDENTS FOR THE EXPLORATION AND
DEVELOPMENT OF SPACE]**

By: 
Name: Chad Anderson
Title: CEO, Space Angels
Date: 11/25/2019


By: _____
Name: Charlie Nitschelm
Title: President, SEDS
Date: 11/25/2019

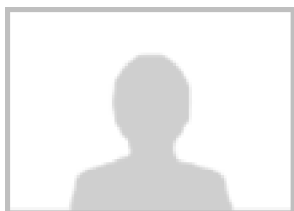
Signature Certificate



Document Reference: 37TTFIE55WXCGLFYY3VKL

RightSignature

Easy Online Document Signing



Chad Anderson

Party ID: DWBPCYIVF3FHDXX7BJIIPB

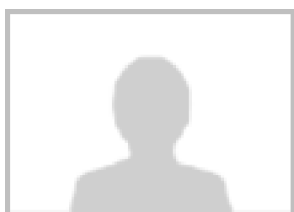
IP Address: 158.106.194.70

VERIFIED EMAIL: chad@spaceangels.com

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

6017a9531bdec799ea6b91a980223a31e18e6fce



Charlie Nitschelm

Party ID: 3WZDT2JZ4KW5P9EPTDTGTA

IP Address: 132.177.238.91

VERIFIED EMAIL: charlie.nitschelm@seds.org

Electronic Signature:

Multi-Factor
Digital Fingerprint Checksum

c4592ab1efebac9ab24736a744d53b6d8eee06bc



Timestamp

2019-11-25 14:46:50 -0800

2019-11-25 14:46:49 -0800

2019-11-25 14:46:35 -0800

2019-11-25 14:46:15 -0800

2019-11-25 13:09:31 -0800

2019-11-25 11:55:55 -0800

Audit

All parties have signed document. Signed copies sent to: Chad Anderson, Chad Anderson, and Charlie Nitschelm.

Document signed by Chad Anderson (chad@spaceangels.com) with drawn signature. - 158.106.194.70

Document viewed by Chad Anderson (chad@spaceangels.com). - 158.106.194.70

Document signed by Charlie Nitschelm (charlie.nitschelm@seds.org) with drawn signature. - 132.177.238.91

Document viewed by Charlie Nitschelm (charlie.nitschelm@seds.org). - 132.177.238.91

Document created by Chad Anderson (chad@spaceangels.com). - 158.106.194.70



This signature page provides a record of the online activity executing this contract.