

Date: 3/8/2022 (“Effective Date”)

**GENERAL TERMS**

***Solution subject to this Agreement (“Solution”)***

\* Nova Space Catalogue of Courses

***Territory***

Territory means United States and Canada (“Territory”) with possibility to sell internationally subject to additional approval.

This Agreement (that follows on pages 2 – 7) has been duly signed by authorized representatives of the parties and is considered executed on the effective date above:

**Society of American Military Engineers  
(PARTNER)**  
1420 King Street  
Alexandria, VA 22314  
(703) 549-3800 x153  
Brig.Gen. Joe Schroedel, PE., F.SAME,  
USA (Ret), Executive Director

**Nova Space, Inc. (NOVA)**  
5123 West 98<sup>th</sup> Street #1279  
Bloomington, MN 55438  
(612) 200-3982  
Joseph Horvath, CEO

DocuSigned by:  
*Joseph Schroedel*  
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*(signature)*

DocuSigned by:  
*Joseph Horvath*  
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*(signature)*



## 1. DISTRIBUTION AND REFERRAL FEES

1.1 PARTNER may on a non-exclusive and non-transferable basis, market and distribute Solution to end users within the Territory. Unless specifically authorized by NOVA, end-users are defined as adults over the age of 18. PARTNER is not authorized to provide NOVA Solution to K-12 end-users. Other than permitted in this Agreement, PARTNER may not distribute Solution through any co/sub-partners or other distribution, retail, or OEM channel. PARTNER may name NOVA as a partner on PARTNER's home page and in other marketing material. NOVA may name PARTNER as a partner on NOVA's home page and in other marketing material.

1.2 NOVA will provide PARTNER and potential end-users with a demonstration of the Solution for marketing material.

1.3 NOVA provides pricing, invoicing and receives payments via NOVA's platforms. PARTNER will market on PARTNER's online learning platform for selling NOVA's solution by directing potential customers to NOVA's platform for invoicing and coursework.

1.4 For the purposes of this Agreement, the Referral Fee ("FEE") to PARTNER shall be calculated at 20% of the paid to NOVA individual course fee for every new individual student who comes to NOVA from PARTNER thru PARTNER's platform and marketing efforts identified via web analytics thru linking thru PARTNER's platform to NOVA's solution.

1.5 FEE shall become due and payable by NOVA to PARTNER on the 15<sup>th</sup> following the previous month end close paid via ACH direct deposit to PARTNER from NOVA. NOVA shall provide PARTNER with a FEE statement that includes the number of solutions sold, total revenue received by NOVA for solutions sold and a line item for refunds. If there is an overpayment of FEE, the amount of overpayment shall be deduction from FEE for the following period(s).

1.6 PARTNER will provide marketing services to NOVA and will meet on ad hoc basis, no more than once a quarter, to discuss any changes to the marketing services. NOVA will provide the information for PARTNER to set up solution marketing.

## 2 COPYRIGHT, TRADEMARKS, AND CONFIDENTIALITY

2.1 NOVA and NOVA's licensors and other third parties own all title, ownership right, and intellectual property rights in and to Solution, the medium on which Solution is delivered, solution files, and accompanying documentation.

2.2 PARTNER may not, unless agreed in writing by NOVA; (i) copy all or part of Solution; (ii) modify or make changes to Solution; (iii) use, directly or indirectly, Solution for PARTNERs own or any third party's account; or (iv) decompile or disassemble Solution.

2.3 PARTNER may use the NOVA trademarks specified on the partner pages, which are available at PARTNER' Google drive ("Partner Pages") subject to the following: NOVA retains all right, title, and interest in the Trademarks, including the goodwill pertaining thereto and all uses of the Trademarks shall inure to the benefit of NOVA. PARTNER may use and display the Trademarks solely in connection with and solely to the extent reasonably necessary for the marketing, promotion, distribution, and support of Solution within the Territory in accordance with the terms and conditions of this Agreement. The Partner Pages describes how the Trademarks shall be used in advertising and marketing materials. PARTNER shall market and distribute Solution only under the Trademarks, and not under any other trademark or logo. PARTNER

## 2 COPYRIGHT, TRADEMARKS, AND CONFIDENTIALITY (CONTINUED)

2.3-Continued: may not use the Trademarks or any other trademarks or trade names of NOVA or any word, symbol, or design confusingly similar thereto, as part of PARTNER corporate name, or as part of the name of any product of PARTNER. PARTNER may not remove or alter the NOVA copyright notices or other copyright notices, trademarks, logos, or packaging. PARTNER may not seek to register in any country any of the Trademarks, or any confusingly similar trademarks or translations, in either NOVA or any third party's name.

2.4 "Confidential Information" means all non-public information disclosed by one party to the other party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes without limitation non-public information relating to the disclosing party's products, product ideas, clients, business plans, promotional and marketing activities, finances and other business issues. Each party agrees, during and after the term of this Agreement, to hold in confidence all Confidential Information. The party, to whom Confidential Information is disclosed, will use such Confidential Information only for the purpose of fulfilling its obligations and exercising its rights under this Agreement and will not reveal and/or disclose it, without the prior written consent of the party disclosing the Confidential Information to any third party except for the receiving party's agents and employees who have a need to know such information and are bound by obligations of confidentiality with respect to such Confidential Information at least as stringent as those provided herein. Confidential Information will not include information that: (i) is public knowledge; or (ii) is already known to a party at the time of disclosure; or (iii) subsequently becomes public knowledge other than by breach of this Agreement; or (iv) subsequently comes lawfully into the possession of a party from a third party; or (v) is required to be disclosed under any applicable law

2.5 PARTNER may use Partner Pages only for the purposes of following this Agreement and may not without the prior written consent of NOVA make the Partner Pages available to any third party, including sub-resellers. NOVA is not liable for any errors, disturbances, or service interruptions on the Partner Pages, or for not being accessible. NOVA reserves the right to temporarily close the Partner Pages for services and upgrading.

## 3 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

3.1 NOVA shall defend and indemnify PARTNER from damages actually incurred by PARTNER arising out of any claim that Solution infringes a patent, copyright or other intellectual property right provided that: (i) PARTNER promptly notify NOVA thereof and (ii) NOVA has sole control and authority with respect to the defence, settlement, or compromise thereof and PARTNER to a reasonable extent co-operate with and provide NOVA with necessary information.

3.2 In case of infringement, NOVA will procure for PARTNER to continue to distribute Solution or NOVA will replace or modify Solution so that it becomes non-infringing. If neither of such alternatives is, in NOVA's opinion, commercially reasonable, NOVA may terminate this Agreement with immediate effect without incurring any further liability.

3.3 NOVA has no liability for any claim of infringement arising out of: i) PARTNER's use of Solution in combination with any items not supplied or recommended in writing by NOVA where such combination is the basis of the infringement claim; ii) any

### **3 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

3.3-Continued: modification of Solution by PARTNER or end users; or iii) use of other than the latest version of Solution if use of the latest version would avoid the infringement.

### **4 LIMITED WARRANTY**

4.1 NOVA warrants that unmodified Solution, for a period of ninety days from delivery to end user, if operated as directed, will substantially conform to the documentation provided by NOVA forming part of Solution. NOVA does not warrant that the use of Solution will be uninterrupted or that Solution will be error free.

4.2 PARTNER's exclusive remedy under this warranty shall be, at NOVA's reasonable discretion, to: a) use reasonable efforts to remedy a failure so as to conform with the relevant documentation, or b) show how the fault can be circumvented, or c) replace defective media provided by NOVA, or d) to replace the faulty Solution, or e) refund the payments made to us by PARTNER for the faulty Solution against return of all copies of the Solution, possible dongles and other components.

4.3 NOVA disclaims all other warranties, express or implied, including but not limited to Solution's merchantability or fitness for a particular purpose.

### **5 INDEMNIFICATION**

5.1 PARTNER hereby indemnify NOVA against any losses or other claims and/or liabilities caused, whether negligently or otherwise, arising out of PARTNER's fraudulent activities with respect to Solution, including but not limited to any warranties or representations made by PARTNER which are not part of NOVA's written warranty.

### **6 LIMITATION OF LIABILITY**

6.1 Each party's total liability to the other party under each 12-month period of this Agreement (including but not limited to any claim arising out of contract or in tort or otherwise) shall be limited to ten thousand dollars (\$10,000.00).

6.2 In no event shall either party be liable for any indirect or consequential damages, even if the party knew or should have known of the possibility of such damages.

6.3 These limitations do not apply to the specific indemnity obligations specified above, nor do they apply to breach of confidentiality.

### **7 TERM AND TERMINATION**

7.1 This Agreement remains valid for a period of one year from the Effective Date and is thereafter automatically extended for periods of one year unless terminated by either party giving notice of termination no later than two months prior to the end of the current renewed term.

7.2 If either party: (i) fails to make payment or should commit or permit other material breach of any of the obligations herein contained and should fail to remedy such breach within 30 days after receipt of notice from the complaining party, or (ii) has been declared bankrupt, commenced composition negotiations, suspended payments or is otherwise unable to make due payments, the other party is entitled to terminate this Agreement with immediate effect.

## **7 TERM AND TERMINATION (CONTINUED)**

7.3 If the ownership, in whole or in part, of PARTNER is transferred, directly or indirectly, to a competitor of NOVA, NOVA may terminate this Agreement with immediate effect.

7.4 Either party may terminate this Agreement for convenience (for any reason or no reason) at any time by providing 3 months' prior written notice to the other party.

7.5 In case of termination of this Agreement, PARTNER shall erase all copies of Solution, solution files, and all Solution documentation and demonstration units. PARTNER must discontinue all further promotion and marketing of Solution. Termination of this Agreement does not affect the validity of solution agreements or support agreements between PARTNER and end users.

7.6 This Agreement is not construed to create a partnership or joint venture between PARTNER and NOVA. PARTNER are not appointed agent and PARTNER waive all rights in such respect PARTNER may be entitled to under applicable law. have no right to any compensation for goodwill or lost goodwill or other losses by reason of termination of this Agreement, irrespective of reason.

7.7 In case of any termination, previously approved ongoing sales cases or opportunities will be subject to commission payable to PARTNER for three (3) months after the effective date of such termination.

## **8 FORCE MAJEURE**

8.1 Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events, which occur after the Effective Date of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost. Should either party be unable to fulfill its obligations under this Agreement for a period in excess of ten days due to the circumstances set out in this clause, then either party may cancel this Agreement forthwith by written notice, without liability.

## **9 NOTICES**

9.1 All notices and other communications given or made pursuant to this Agreement concerning a breach, violation or termination hereof will be in writing and will be deemed delivered: (a) by a nationally recognized express courier, upon delivery; or (b) by email, upon confirmation of electronic transmission. All notices and communications will be sent to the respective parties in accordance with the contact information set out in this Agreement.

9.2 Either party may change its contact information by delivering written notice to the other party in the manner provided in clause 9.1 above.

9.3 It is recorded that nothing in this clause shall operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause.

## 10 PUBLICITY

10.0 During the term of this Agreement, subject to NOVA's policies, NOVA grants PARTNER the right to refer to NOVA as a partner on PARTNER's web site, and to generally publicize NOVA's relationship with PARTNER established by this Agreement.

## 11 GENERAL

11.1 In this Agreement:

11.1.1 clause headings are for convenience and are not to be used in its interpretation;

11.1.2 unless the context indicates a contrary intention, an expression which denotes:

11.1.2.1 any gender includes the other genders;

11.1.2.2 a natural person includes a juristic person and *vice versa*;

11.1.2.3 the singular includes the plural and *vice versa*;

11.1.3 when any number of days is prescribed, the number of days shall be calculated on the basis that the first day is excluded and the last day is included, provided that Saturdays, Sundays and public holidays shall be excluded from the calculation;

11.1.4 terms other than those defined within the Agreement will be given their plain English meaning, and those terms, acronyms, and phrases known in the information and communication technology industry will be interpreted in accordance with their generally accepted meanings;

11.1.5 use of the words "includes" or "including" means 'includes without limitation' or 'including without limitation' and the use of these or similar words shall not be limited to the meaning of the general words;

11.1.6 a reference to a party shall include the permitted successors and assigns of that party; and

11.1.7 any consent, approval and/or authorization required to be obtained by one party from the other party shall not be unreasonably withheld or delayed

11.2 Neither party shall be entitled to assign or otherwise transfer the benefit or burden of all or any part of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11.3 This Agreement constitutes the entire agreement between PARTNER and NOVA and merges all prior discussions and annuls and replaces any other prior agreement or understanding whether written or oral which may have existed between NOVA and PARTNER with respect to the sales of the Solution. No variation, or consensual cancellation of this Agreement and no addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorized representatives

11.4 Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid, lawful, and enforceable. If any term or condition held to be invalid, unlawful, or unenforceable is capable of amendment to render it valid, lawful, or enforceable the parties agree to negotiate an amendment to remove the invalidity, unlawfulness, or unenforceability.



## 11 GENERAL

11.5 No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless expressed in writing and signed by the party hereto giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any

11.5-continued: single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11.6 Each party shall be entitled, after consultation with the other party, to make announcements and give press releases in connection with agreed and confirmed orders and projects including information on the value of the order or project in question, the parties involved and any other relevant information. Nothing herein shall prevent either party from making any announcement of filing required by law, regulations or by the rules and regulations of any stock exchange on which it is listed.

11.7 This Agreement shall be governed by the substantive laws of California, United States. Any dispute arising from or in relation to this Agreement shall firstly be mediated through negotiations between the parties before governed by court.

11.8 Notwithstanding termination of this Agreement any clause which, from the context, contemplates ongoing rights and obligations of the parties, shall survive such termination and continue to be of full force and effect.

### END OF AGREEMENT

