MASTER TASK ORDER AGREEMENT NO.: 15-001
BETWEEN
SPACE FLORIDA
and
SPACEPORT STRATEGIES LLC

This **MASTER TASK ORDER AGREEMENT** ("Master Agreement") is entered into on July 1, 2014, (the "Effective Date") by **SPACE FLORIDA** (hereinafter referred to as "SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953, and **SPACEPORT STRATEGIES LLC,** (hereinafter referred to as "Consultant"), a Florida Limited Liability Company whose mailing address is P.O. Box 10052, Titusville, FL 32783.

WHEREAS, Section 331.302 of the Florida Statutes created SF to foster the growth and development of a sustainable and world-leading aerospace industry in the State of Florida.

WHEREAS, SF is charged with promoting aerospace business development by facilitating business financing, spaceport operations, research and development, workforce development, and innovative education programs.

WHEREAS, Section 331.305 of the Florida Statutes authorizes SF to own, acquire, construct, develop, create, reconstruct, equip, operate, maintain, extend, and improve launch pads, landing areas, ranges, payload assembly buildings, payload processing facilities, laboratories, aerospace space business incubators, launch vehicles, payloads, space flight hardware, facilities and equipment for the construction of payloads, space flight hardware, rockets, and other launch vehicles, and other spaceport facilities and other aerospace-related space-related systems, including educational, cultural, and parking facilities and aerospace-related space-related initiatives.

WHEREAS, the services of Consultant are requested by SF to provide Consulting Services in connection with specified projects or business development related efforts as may be requested by SF on a Task Order basis; and

WHEREAS, SF and Consultant desire to enter into this Master Agreement so that Consultant can provide services to SF as further detailed and outlined in Task Order Agreements to be entered into between the parties.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services.

    a. A statement of work and the time by which the services are to be completed will be agreed to by the parties on a project-by-project basis and shall be reduced to writing in substantially the form of the "Task Order Agreement" template attached hereto as **Attachment A.**

b. Consultant shall devote best efforts and such time, attention and energy to the services being provided to SF regarding the project as described herein above, and in all related additional Task Order Agreements, as is required to fulfill the tasks in each Task Order Agreement, and shall be available, with reasonable notice for meetings, travel, and telephone communications.

c. Unless otherwise specified in a Task Order Agreement, all services provided by Consultant will be governed by the terms of this Master Agreement.

2. Period of Performance. This Master Agreement shall commence on the Effective Date and shall remain in full force and effect through June 30, 2015 (the "Expiration Date") unless terminated, or extended, by mutual written agreement by both parties. Task Order Agreements may allow for completion of work after the expiration of this Master Agreement.

3. Compensation.

a. SF shall pay Consultant the amount separately negotiated and set forth in each Task Order Agreement. All related travel and other direct costs shall be identified in each Task Order Agreement.

b. Prior to the commencement of performance by Consultant for services under a Task Order Agreement, the SF program manager in section 12 shall submit a Purchase Order Request in conjunction with the Statement of Work for budgeted funding approval. Upon approval, a Task Order Agreement shall be signed by both parties.

c. Consultant shall not begin performance of services under a Task Order Agreement until a Purchase Order is issued by SF and a Task Order Agreement is signed by SF. Otherwise, Consultant acknowledges they are working at risk of not being paid.

d. Consultant shall invoice SF as provided in each Task Order Agreement.

e. Any funds paid in excess of the amount to which Consultant is entitled under a Task Order Agreement must be refunded to SF. The balance of unobligated funds, if any, which has been advanced or paid by SF to Consultant under a Task Order Agreement must be refunded to SF.

f. If Consultant fails to perform the minimum level of service required by a Task Order Agreement, SF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose penalties and sanctions, (ii) withhold and/or reduce payment, and (iii) terminate this Master Agreement or any and all Task Order Agreements in accordance with the terms hereof.

4. Availability of Funds. All payments to be made by SF under this Master Agreement are subject to the availability of appropriated funds by the Legislature of the State of Florida. SF shall immediately notify Consultant should funds become unavailable.

5. Termination.

   a. SF may terminate this Master Agreement or any Task Order Agreement without cause upon ten days written notice to Consultant.

   b. In the event of termination of this Master Agreement or any Task Order Agreement by SF, SF shall be obligated to pay all approved invoices submitted by Consultant for work performed by Consultant and approved by SF through the date of termination.

   c. As requested by SF, Consultant agrees to deliver to SF at the termination of this Master Agreement, or at any other time SF may request, all lists, databases, names, records and other documentation and data, either written or electronic, belonging to SF, which Consultant may possess or have under its control.

6. Public Records.

   a. SF, subject to the provisions of Florida Statutes Sections 288.075 and 331.326, Chapter 119 of the Florida Statutes, and applicable federal law, must permit public access to all non-confidential, non-proprietary or non-International Traffic in Arms Regulation (ITAR) controlled documents or other materials prepared, developed or received by it in connection with the performance of the obligations under this Master Agreement.

   b. This Master Agreement may be unilaterally cancelled for refusal by either party to allow public access to all documents, papers, letters, or other such materials subject to the provisions of Chapter 119 of the Florida Statutes and made or received in conjunction with this Master Agreement or any Task Order Agreement, other than those specified as confidential or exempt information.

   c. To the extent Consultant is acting on behalf of SF as provided under Subsection 119.011(2) of the Florida Statutes, Consultant shall:

      i. Keep and maintain public records that ordinarily and necessarily would be required by SF in order to perform the services under this Master Agreement and any Task Order Agreement;

      ii. Provide the public with access to public records on the same terms and conditions that SF would provide the records and at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law;

      iii. Ensure that public records that are exempt, or confidential, and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

iv. Meet all requirements for retaining public records and transfer, at no cost to SF, all public records in possession of Consultant upon expiration or termination of this Master Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SF in a format that is compatible with the information technology systems of SF.

7. Intellectual Property.

   a. Consultant hereby transfers, grants, conveys, assigns, and relinquishes exclusively to SF, all of Consultant's right, title, and interest of every kind throughout the world in and to all intellectual property developed for or by Consultant in conjunction with this Master Agreement, including all United States and International copyrights or patents thereto, and any renewals or extensions thereof, together with all other interests accruing by reason of international conventions with respect to intellectual property.

   b. Consultant agrees to sign any additional documents and otherwise cooperate with SF, as may reasonably be requested, to further evidence, perfect, protect, or enforce the transfer under this Section 7. For this purpose, the provisions of this section shall survive the termination, for any reason, of this Master Agreement.

8. Severability. If any provision of this Master Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Master Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

9. Indemnification and Limitation of Liability.

   a. Consultant shall defend, indemnify, and hold harmless SF, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from: (i) the performance of services under this Master Agreement, or any Task Order Agreement, by Consultant, or any person or organization directly or indirectly employed by Consultant, to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Master Agreement, or any Task Order Agreement, by Consultant, or any person or organization directly or indirectly employed by Consultant, to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly, or indirectly, employed by Consultant to perform or furnish any services under this Master Agreement, or any Task Order Agreement, or anyone for whose acts any of them may be liable; and (iv) disease or death of third parties (including SF employees and agents and those of Consultant), or damage to property to the extent attributable to the negligence or misconduct of Consultant or any person or organization directly or

indirectly employed by Consultant to perform or furnish any of the services under this Master Agreement, or any Task Order Agreement ,or anyone for whose acts any of them may be liable.

b. SF's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of SF beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of SF's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of SF's obligations under this Master Agreement, or any Task Order Agreement, are limited to the payment of no more than the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

c. In no event shall SF be liable to Consultant for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

d. SF shall not assume any liability for the acts, omissions, or negligence of Consultant, its agents, servants, employees, or sub-contractors. In all instances, Consultant shall be responsible for any injury or property damage resulting from any activities conducted by Consultant.

10. Independent Contractor. Consultant is and shall remain an independent contractor and not an employee of SF. This Master Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Master Agreement shall grant to either party the right to make commitments of any kind for, or on behalf of, the other party without the prior written consent of the other party.

11. Amendments/Modifications. This Master Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.

12. Program Manager. SF has appointed a program manager who is responsible for enforcing the performance of the terms and conditions of this Master Agreement, or any Task Order Agreement, and shall serve as a liaison with Consultant. SF's program manager is James Kuzma, jkuzma@spaceflorida.gov.

13. Notices.

a. For a notice, or other communication, under this Master Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile, or email, shall not be deemed to have been received pursuant to Subsection 13.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 13.c.

b. For a notice, or other communication, under this Master Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 13.

For Space Florida:

Contracts Compliance Manager, Desiree Mayfield dmayfield@spaceflorida.gov
Program Manager, James Kuzma, COO jkuzma@spaceflorida.gov

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For Spaceport Strategies:
Consultant, James Ball jimball@spaceportstrategies.com

Spaceport Strategies LLC
921 Indian River Avenue
Titusville, FL 32780

Mailing Address:
P.O. Box 10052
Titusville, FL 32783
Cell: 321-289-9265

c. Subject to Subsection 13.d., a valid notice, or other communication, under this Master Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:

i. if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and

ii. if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

14. Reserved.

15. Representations.

a. Consultant has the necessary and required Federal and State authority to enter into this Master Agreement with SF.

b. Neither this Master Agreement nor Consultant's performance of its obligations hereunder will place Consultant in breach of any other contract or obligation and will not violate the rights of any third party.

c. Consultant has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that Consultant is delivering and/or providing to SF pursuant to this Master Agreement, and Consultant has full right and authority to provide and/or deliver the same to SF.

16. Materials and Data.

a. All data, reports, job files, logs, computer printouts, CD-ROM files, Consultant's submittals, summaries, memoranda and any, and all, other written work, documents, instruments, information, and materials (collectively "written work") prepared or accumulated by Consultant especially for the services rendered under this Master Agreement shall be the sole property of SF. SF may reuse the written work at no additional cost, and SF shall be vested with all rights of whatever kind and however created that may be in existence, provided, however, that Consultant shall in no way be liable, or legally responsible, to anyone for SF's use of any written work on another project.

b. As requested by SF, Consultant agrees to deliver to SF at the end of the term of this Master Agreement, or at any other time SF may request, all lists, memoranda, notes, plans, records, hardware, software, and other documentation and data belonging to SF, which Consultant may possess or have under his or her control and which may have been produced prior to and including the date of termination. Consultant shall

also require that all sub-contractors, or employees, agree in writing to be bound by the provisions of this section.

17. Audit and Contract Records.

    a. SF may, at any time, for purposes of monitoring Consultant's performance under this Master Agreement, review, audit, copy, examine and investigate in any manner, any records of Consultant which include, but are not limited to, independent audit working papers, books, documents, vouchers, bills, invoices, requests for payment, and other supporting documentation, (collectively "contract records") which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all costs expended in the performance of this Master Agreement. If SF requests access to or review of any such contract records and Consultant refuses such access or review, SF may terminate this Master Agreement.

    b. To the extent applicable, Consultant shall comply with the audit requirements of Section 215.97 of the Florida Statutes and those found in **Attachment B,** Special Audit and Monitoring Requirements. Consultant shall include the audit and record keeping requirements provided for in this Section 17 and in **Attachment B**, in all subcontracts and for all sub-recipients of state funds according to Section 215.97 of the Florida Statutes. For purposes of this Master Agreement, "sub-recipient" shall be defined in accordance with Subsection 215.97(2)(x) of the Florida Statutes. The information from the Catalog of State Financial Assistance is as follows:

        i. Funding Source -- State Economic Enhancement and Development Trust Fund;
        ii. State Fiscal Year – FY2013-14;
        iii. CSFA Number – 40.004;
        iv. CSFA Title – Space Florida; and
        v. State Appropriation Category – GAA 2230.

    c. Consultant shall preserve all contract records for the entire term of this Master Agreement and for five years after the later of: (i) the date of submission of the final project report, or (ii) until all claims (if any) regarding the Master Agreement, or any Task Order Agreement, are resolved.

18. Confidential Proprietary Information. Because portions of the work to be performed in conjunction with this Master Agreement may contain confidential, proprietary and/or trade secret information, SF and Consultant are simultaneously entering into a non-disclosure agreement, a copy of which is attached hereto as **Attachment C,** and incorporated herein in its entirety.

19. No Third-Party Beneficiaries. This Master Agreement does not, and is not intended to, confer any rights or remedies upon any person other than the parties herein.

20. Counterparts. The parties may sign this Master Agreement, or any Task Order Agreement, in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

21. Facsimile Deemed as Original. Acceptance of this Master Agreement, or any Task Order Agreement, may be made by facsimile or electronic transmission. Receipt of the facsimile, or electronic, transmission shall for the purposes of this Master Agreement be deemed to be an original, including signatures.

22. Miscellaneous.

    a. Consultant shall not discriminate against any employee employed in the performance of this Master Agreement, or against any applicant for employment because of age, race, sex, creed, color, disability, national origin, or marital status.

    b. Consultant shall comply with all applicable Federal, State and local laws, rules and regulations.

    c. Consultant shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

    d. Consultant shall provide a drug-free workplace with any allegation of substance abuse given priority attention and action by management.

    e. Consultant affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Consultant been convicted of a Public Entity Crime. Consultant agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Master Agreement may result in termination of this Master Agreement by SF.

    f. Consultant affirms that it is aware of the provisions of Subsection 287.134(2)(a) of Florida Statutes, and that at no time has Consultant been placed on the Discriminatory Vendor List.

    g. SF shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), by Consultant cause for termination of this Master Agreement.

    h. To the extent Consultant is performing economic development services or similar business assistance services on behalf of SF, Consultant shall coordinate with other components of state and local economic development systems and shall avoid duplication of existing state and local services and activities under this Master Agreement.

    i. This Master Agreement may not be assigned by either party without the prior written consent of the other.

j. This Master Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of, or relating to, this Master Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.

k. Consultant shall not use any funds received pursuant to this Master Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

l. This Master Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous or contemporaneous statements, communications, or agreements, either oral or written, by or between the parties hereto with respect to the subject matter hereof, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

The parties are signing this Master Agreement as of the Effective Date.

Space Florida:

By: _____
Name: Denise Swanson
Title: CFO/CAO

Spaceport Strategies LLC:

By: _____
Name: James Ball
Title: Consultant

Attachment A
Form of the Task Order Agreement

TASK ORDER AGREEMENT NO.: TO# EXAMPLE
under
MASTER TASK ORDER AGREEMENT NO.: 15-001

This Task Order Agreement No.____ TO# ____ is dated _____, 2014, (the "Effective date") and is between **SPACE FLORIDA** (hereinafter referred to as "SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, _____ (hereinafter referred to as "Consultant"), a _____ corporation.

1. SF and Consultant are parties to the above referenced Master Task Order Agreement, pursuant to which SF now wishes to authorize specified services to be performed by Consultant. Unless otherwise specified herein, the services to be provided under this Task Order Agreement shall be subject to the terms and conditions of the above referenced Master Task Agreement.

2. Upon the Effective Date of this Task Order Agreement Consultant agrees to perform services for SF in accordance with this Task Order Agreement.

3. Statement of Work:

4. Period of Performance:

5. Deliverables:

6. Compensation:

7. Travel Reimbursement:

8. Special Terms:

9. Primary Points of Contact for this Task Order #___:

   For Space Florida:

   For _____:
   Name, Title

The parties are signing this Task Order Agreement as of the Effective Date.

Signatures

ATTACHMENT B
Special Audit and Monitoring Requirements

The administration of funds awarded by SF to Consultant under this Master Agreement, or any Task Order Agreement, may be subject to audits and/or monitoring by SF, as described in this Attachment B.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97 of the Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by SF staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, Consultant agrees to comply and cooperate with any monitoring procedures and/or processes deemed appropriate by SF. In the event SF determines that a limited scope audit of Consultant is appropriate, Consultant agrees to comply with any additional instructions provided by SF staff to Consultant regarding such audit. Consultant further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

This part is applicable if Consultant is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that Consultant expends a total amount of state financial assistance equal to, or in excess of, Five Hundred Thousand Dollars($500,000.00) in any fiscal year of Consultant, Consultant must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, Consultant shall consider all state financial assistance; including state financial assistance received from SF, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements. Section 17 of this Master Agreement provides the information from the Catalog of State Financial Assistance, including the standard state project number identifier, official title and description of the state project.

2. Consultant shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Consultant expends less than Five Hundred Thousand Dollars ($500,000.00) in state

financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that Consultant expends less than Five Hundred Thousand Dollars ($500,000.00) in state financial assistance in its fiscal year and elects to have such an audit, the cost of the audit must be paid from Consultant's resources (i.e., the cost of such an audit must be paid from Consultant funds obtained from other than State entities).

4. Consultant must include the record keeping requirements found herein in sub-recipients' contracts and subcontracts entered into by Consultant for work required under terms of this Agreement. In the executed subcontract, Consultant shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, Consultant shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. Consultant shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of Recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.

5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CSFA), Consultant should access the website for the Florida Department of Financial Services located at https://apps.fldfs.com/fsaa/ for assistance. In addition to the above website, the following websites may be accessed for additional information: The Florida Legislature's website http://www.leg.state.fl.us/ and the Florida Auditor General's website http://www.state.fl.us/audgen.

REPORT SUBMISSION

1. Copies of financial reporting packages required by this Master Agreement shall be submitted by or on behalf of Consultant directly to each of the following:

   A. SF at the following address:

      Desiree Mayfield, Contract Compliance Manager
      Space Florida
      505 Odyssey Way, Suite 300
      Exploration Park, FL 32953

   B. The Department of Economic Opportunity at the following address:

      Electronic (preferred): Audit@deo.myflorida.com

      or paper:

      Department of Economic Opportunity

MSC#130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

C. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

2. Any reports, management letter, or other information required to be submitted to SF pursuant to this Master Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

RECORD RETENTION

Consultant shall retain sufficient records demonstrating its compliance with the terms of this Master Agreement for a period of five years from the date the audit report is issued, and shall allow SF or its designee, CFO, or Auditor General access to such records upon request. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five year period, whichever is later. Consultant shall ensure that audit working papers are made available to SF, the Department of Economic Opportunity's Division of Strategic Business Development, or its designee, CFO, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by SF.

ATTACHMENT C

NON-DISCLOSURE AGREEMENT NO.: 15-001-NDA
BETWEEN
SPACE FLORIDA
and
SPACEPORT STRATEGIES LLC

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on July 1, 2014, (the "Effective Date") by **SPACE FLORIDA** (hereinafter referred to as "SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, whose principal place of business is 505 Odyssey Way, Suite 300, Exploration Park, FL 32953 and **SPACEPORT STRATEGIES LLC,** (hereinafter referred to as "Company"), a Florida Limited Liability Company, whose mailing address is P.O. Box 10052, Titusville, FL 32783.

WHEREAS, SF and Company own, possess or will develop certain proprietary data, information, products, technology and processes, and certain business, planning and marketing information and strategies, including customer relationships, which are unique and valuable to each party, and it is the express intent of the parties to insure the confidentiality and non-disclosure of such information.

WHEREAS, simultaneously with this Agreement, the parties have entered into Master Agreement No.: 15-001 under which the parties will likely develop or disclose between themselves proprietary business information.

WHEREAS, the parties are now entering into this Agreement in order to ensure the confidentiality and non-disclosure of proprietary information in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Proprietary Information. Proprietary Information as used in this Agreement means any information, whether written or oral, originated by or peculiarly within the knowledge of a party, which is marked or otherwise designated as proprietary or confidential in accordance with this Agreement. Such information shall include the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. Proprietary Information disclosed hereunder will be considered confidential or exempt from the Florida Public Records Law in accordance with Sections 288.075, 331.326, 688.002, 812.081, and other applicable provisions of the *Florida Statutes.*

2. Non-Disclosure of Proprietary Information. The receiving party will take all actions necessary to ensure that the Proprietary Information: (i) is used only in manner authorized by

this Agreement; (ii) is maintained as secret and confidential; and (iii) is not disclosed to a person not authorized by this Agreement.

3. Disclosure of Proprietary Information. Proprietary Information, provided in a written form (including text, pictures or designs), shall be identified prior to disclosure and shall be marked with the appropriate confidential, or proprietary, marking or identification on every page containing proprietary information. Proprietary Information disclosed by the parties orally shall be identified as proprietary at the time of disclosure. Each party may disclose Proprietary Information to its respective Officers, Directors, employees, auditors, accountants, attorneys, consultants, or representatives (collectively "representatives") who have a need to know the particular Proprietary Information and who agree to protect and handle the Proprietary Information in accordance with this Agreement; provided, however, that each party will be responsible for its respective representatives' compliance with this Agreement. The receiving party agrees to use the Proprietary Information only in furtherance of the purposes for which the disclosing party has disclosed such information to the receiving party.

4. Exceptions. Information shall not constitute Proprietary Information if such information:

    a. is in the public domain at the time of disclosure, or is subsequently made available to the general public through no fault of the receiving party;

    b. was known to the receiving party at the time of disclosure, by a source other than disclosure by the disclosing party;

    c. becomes known to the receiving party without similar restrictions as to its disclosure or use from a source other than the disclosing party; or

    d. is independently developed by the receiving party and was not acquired directly or indirectly under any secrecy obligation from the disclosing party.

    In the event the Proprietary Information being disclosed is subject to one, or more, of the above exceptions it is the burden of the receiving party to establish the exception applies by demonstrating reasonable documentary evidence to support the exception.

5. Accidental Disclosure. Neither party shall be liable for the inadvertent, or accidental, disclosure of Proprietary Information obtained hereunder if such disclosure occurs despite the exercise of the same degree of care as the party normally takes to preserve and safeguard its own Proprietary Information.

6. Maintenance and Retention of Proprietary Information. Each party shall maintain the Proprietary Information disclosed to it in accordance with established procedures, and at the minimum with the same degree of care it uses to preserve and safeguard the confidentiality of its own Proprietary Information, and in no instance less than the care a reasonable person would take under like circumstances. A party shall immediately advise the other in writing of any inadvertent disclosure, misappropriation or misuse by any person of a party's

Proprietary Information. All Proprietary Information delivered to SF shall be retained by SF, pursuant to Section 119.021 of the *Florida Statutes*, until the end of the term of this Agreement, at which time all Proprietary Information shall be returned, or destroyed, in accordance with and as permitted by the retention schedule and requirements set forth in the State of Florida Records Schedule GS1-SL.

7. Term. This Agreement shall apply to Proprietary Information disclosed after the Effective Date of this Agreement, and the protection afforded by this Agreement for such Proprietary Information shall continue for a period of two (2) years from the date of disclosure. The term of this Agreement shall remain consistent with the term of Master Agreement No.: 15-001. Sections 2, 3, 5, 6, 9, 10, 11, and 15 shall survive the termination of this Agreement.

8. Ownership of Proprietary Information. Proprietary Information shall remain the property of the originating party. Neither this Agreement, nor the disclosure of Proprietary Information, shall be construed as granting any right or license under any inventions, patents, copyrights, or the like, now or hereafter owned or controlled by either party. Any such disclosure shall not constitute the infringement of any patent or other rights of others. No accuracy or completeness of any Proprietary Information is provided herein.

9. Public Records Law; Indemnification. Company understands that under the Florida Public Records Law in Chapter 119 of the *Florida Statutes* that SF may be subject to statutory fines and penalties, including, but not limited to a requesting party's costs and attorney's fees, for not making public records available for public inspection upon request. Company and SF shall cooperate with one another to protect Proprietary Information which is a trade secret or which is otherwise confidential or exempt from disclosure under Chapter 119 of the *Florida Statutes*, and to provide witnesses to support the declarations and certification that the Proprietary Information is a valid trade secret under Florida law and meets the definitional requirement therein, or is confidential, or exempt from disclosure under other applicable Florida law. SF shall not be liable to Company for any disclosure of Proprietary Information, which was or is, disclosed pursuant to and in compliance with Florida law. Company shall defend, at its own cost, indemnify, and hold harmless SF, its Officers, Directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of, or resulting from, SF's protection of Proprietary Information.

10. Compliance with Federal, State, and Local Laws. The parties shall comply with all Federal, State and local laws, including all statutes and regulations governing the export of technical data.

11. Equitable Relief; Damages. The receiving party agrees that the disclosing party will be irreparably harmed and money damages will be inadequate compensation to the disclosing party in the event that the receiving party breaches any provisions of this Agreement which relate to the disclosing party's Proprietary Information. All provisions of this Agreement shall be specifically enforceable by the disclosing party and their agents and/or representatives by injunctive, or other, relief. Notwithstanding any other provision of this

Agreement, neither party shall be liable for indirect or consequential damages or loss of revenue or profit arising out of, connected with, or resulting from its performance under this Agreement.

12. Sovereign Immunity. SF's obligations to Company are subject to the limitations of liability as provided in Section 768.28 of the *Florida Statutes*, as amended from time to time, and nothing in this Agreement shall act as a waiver of SF's entitlement to sovereign immunity as a matter of statutory and common laws.

13. Independent Contractor. Company is and shall remain an independent contractor and not an employee of SF. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for, or on behalf of, the other party without the prior written consent of the other party.

14. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

15. Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of, or relating to, this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Eighteenth Judicial Circuit, in Brevard County, Florida.

16. Counterparts. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

17. Modification; Waiver. No provisions of this Agreement may be modified, waived, or discharged unless that modification, waiver or discharge is agreed to in a writing signed by both parties. No waiver, by either party, or any breach of this Agreement, by the other party, will constitute a waiver of any other breach occurring at the same time, or before, or after.

18. Facsimile Deemed as Original. Acceptance of this Agreement or any modification of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile or electronic transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

19. Notices.

    a. For a notice or other communication under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; or (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile or email is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile, or email, shall not be deemed to have been received

pursuant to Subsection 19.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 19.c.

b. For a notice or other communication under this Agreement to be valid, it must be addressed to the receiving party at one, or more, address(es) listed below for the receiving party or to any other address designated by the receiving party in a notice in accordance with this Section 19.

<u>For Space Florida:</u>
Contracts Compliance Manager, Desiree Mayfield dmayfield@spaceflorida.gov

Space Florida
505 Odyssey Way
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

<u>For Spaceport Strategies:</u>
Consultant, James Ball jimball@spaceportstrategies.com

Spaceport Strategies LLC
921 Indian River Avenue
Titusville, FL 32780

Mailing Address:
P.O. Box 10052
Titusville, FL 32783
Cell: 321-289-9265

c. Subject to Section 19.d, a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice or other communication is deemed to have been received as follows:

(1) if it is delivered in person, or sent by registered or certified mail or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and

(2) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

20. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

21. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and supersedes all previous agreements and understanding related thereto and may not be changed or modified orally, but only by an instrument in writing signed by both parties.

The parties are signing this Agreement as of the Effective Date.

Space Florida:

By: _____
Name: Denise Swanson
Title: CFO/CAO

Spaceport Strategies LLC:

By: _____
Name: James Ball
Title: Consultant

AMENDMENT #1
to
MASTER TASK ORDER AGREEMENT NO.: 15-001
between
SPACE FLORIDA AND SPACEPORT STRATEGIES LLC

This Amendment #1 to Master Task Order Agreement ("Master Agreement") No.:15-001 is entered into as of March 31, 2015, between **Space Florida** ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, and **Spaceport Strategies, LLC,** ("Consultant"), originally entered into on July 1, 2014.

1. The parties hereby extend Section 2, Period of Performance, to reflect an extension date through December 31, 2015.

2. All provisions of the Master Agreement that are not specifically amended by this Amendment #1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment #01 to be duly executed by their authorized officers and representatives on the Execution Date below.

Space Florida:

By: _____
Name: Denise Swanson
Title: CFO/CAO

Execution Date: 3/31/15

Spaceport Strategies, LLC.:

By: _____
Name: James Ball
Title: Consultant

Execution Date: 3/31/15

AMENDMENT #2
to
MASTER TASK ORDER AGREEMENT NO.: 15-001
between
SPACE FLORIDA AND SPACEPORT STRATEGIES LLC

This Amendment #2 to Master Task Order Agreement ("Master Agreement") No.:15-001 is entered into as of December 21, 2015, between **Space Florida** ("SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, and **Spaceport Strategies, LLC,** ("Consultant"), and amends Master Agreement dated 1 July 2014, and Amendment #01 dated 31 March 2015, previously entered into between the parties.

1. The parties hereby extend Section 2, Period of Performance, to reflect an extension date through September 30, 2016.

2. All provisions of the Master Agreement that are not specifically amended by this Amendment #2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment #02 to be duly executed by their authorized officers and representatives on the Execution Date below.

Space Florida:

By: Howard J. Haug
Name: ~~Denise Swanson~~ Howard Haug
Title: ~~CFO/CAO~~ EVP/CFO
Execution Date: December 23, 2015

Spaceport Strategies, LLC.:

By: James Ball
Name: James Ball
Title: Consultant
Execution Date: 12/22/15

TASK ORDER AGREEMENT NO.: TO# 03
under
MASTER TASK ORDER AGREEMENT NO.: 15-001

This Task Order Agreement No. 15-001 TO# 03 (hereinafter referred to as "this Task Order Agreement") is entered into as of January 1, 2016, (the "Effective date") and is between **SPACE FLORIDA** (hereinafter referred to as "SF"), an independent special district, a body politic and corporate, and a subdivision of the State of Florida, and **SPACEPORT STRATEGIES LLC,** (hereinafter referred to as "Consultant"), a Florida limited liability company.

1. SF and Consultant are parties to the above referenced Master Task Order Agreement, pursuant to which SF now wishes to authorize specified services to be performed by Consultant. Unless otherwise specified herein, the services to be provided under this Task Order Agreement shall be subject to the terms and conditions of the above referenced Master Task Agreement.

2. Upon the Effective Date of this Task Order Agreement Consultant agrees to perform services for SF in accordance with this Task Order Agreement.

3. Statement of Work:

Task Item 001:
Consultant shall provide services to assist Space Florida in further developing and implementing jurisdictionally-independent commercial space transportation and advanced aerospace systems capabilities within the Cape Canaveral Spaceport territory, and at other locations if required. The services shall be provided as directed by the Program Manager, or his designee. These services may include:

- Strategic advice, and the preparation/delivery of papers, reports, and presentations in support of program strategy, formulation, and implementation;
- Spaceport site development and operations planning, including support to overall spaceport master planning and planning coordination with federal agency partners;
- Environmental process coordination and support, including assistance in preparation of draft and final National Environmental Policy Act (NEPA) documents required by federal agencies;
- Assistance in formulating and negotiating agreements with federal, state, and local entities;
- Recommendations regarding acquisition strategy to support the sourcing and soliciting public and private development and operations partners;
- Recommendations and support to Space Florida executive management and staff in policy formulation; stakeholder outreach/education and coordination; and strategic communications; and
- Development and delivery of written plans, schedules, analysis, and recommendations related to the requirements for implementing commercial space transportation and advanced aerospace systems capabilities.

Task Item 002 (Other):
This task consists of providing Business Development, program management and technical review services associated with emerging business opportunities and/or execution of Space Florida's operating authorities. These efforts are to be conducted as requested by the Program Manager, or his designee.

4. Period of Performance: January 1, 2016 through September 30, 2016

5. Deliverables:
   a. The Consultant shall provide a monthly summary report of activities carried out in support of the services provided during the prior month of activities.
   b. Consultant shall provide any additional written analysis and recommendations, requirements/strategy documents, plans, or reports as may be requested by the Program Manager for services specific to this Task Order Agreement.

6. Compensation:
   a. The services provided by Consultant under this Task Order Agreement shall be One Hundred Seventy Dollars and Zero Cents ($170.00) per hour and shall not exceed up to sixty-four (64) hours per month without prior written amendment to this Task Order Agreement. The not to exceed value of this Task Order Agreement is Ninety-Seven Thousand Nine Hundred Twenty Dollars ($97,920.00).
   b. Consultant shall invoice SF for all services provided under this Task Order Agreement monthly for the prior month of services performed. The monthly invoice shall reflect the total number of hours worked per each Task Item and include the total hours worked for the month.
   c. All invoices and deliverables shall be submitted electronically, confirmed returned receipt, to accounting@spaceflorida.gov with a courtesy copy to the Program Manager, James Kuzma at juzma@spaceflorida.gov and contracts@spaceflorida.gov.
   d. Upon SF's receipt and approval of the monthly Deliverable, Consultant shall be paid by SF on a net thirty (30) day schedule. In determining the amount of payment, SF will exclude all costs incurred by Contractor (i) prior to the Effective Date of this Task Order Agreement, (ii) after the Expiration Date or termination date of this Task Order Agreement, or (iii) costs which are outside of the Statement of Work.

7. Travel Reimbursement: No Travel Reimbursement is permitted under this Task Order Agreement.

8. Special Terms: None

9. Primary Points of Contact for this Task Order Agreement #03:

   For Space Florida:

Contracts Compliance Manager, Desiree Mayfield dmayfield@spaceflorida.gov
Program Manager, James Kuzma, COO jkuzma@spaceflorida.gov

Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
P: 321-730-5301
F: 321-730-5307

For Spaceport Strategies:
Consultant, James Ball jimball@spaceportstrategies.com

Spaceport Strategies LLC
921 Indian River Avenue
Titusville, FL 32780

Mailing Address:
P.O. Box 10052
Titusville, FL 32783
Cell: 321-289-9265

The parties are signing this Task Order Agreement #03 as of the Execution Date below.

Space Florida:

By: Howard J. Haug
Name: ~~Denise Swanson~~ Howard Haug
Title: ~~CFO/CAO~~ EVP/CTO

Execution Date: 12/23/15

Spaceport Strategies LLC:

By: James Ball
Name: James Ball
Title: Consultant

Execution Date: 12/22/15