

**Elizabeth City State University
and
SeaSpace Corporation, Inc.**

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into this 7th day of February, 2012 by and between **ELIZABETH CITY STATE UNIVERSITY**, a constituent institution of the University of North Carolina, (hereinafter called "ECSU") and **SeaSpace Corporation, Inc.**, an international leader in remote sensing technology and the world's leading weather information provider, (hereinafter called "SeaSpace") whose address is 13000 Gregg Street, Suite A, Poway, California 92064. The purpose of this Memorandum of Understanding is establish and support a TeraScan Remote Sensing training facility to service SeaSpace customers and clients on the east coast with training on TeraScan server and user software and applications and to provide and establish a east coast satellite data collection facility that would include the hosting of a 2.4m X/L Polar Orbiter antenna system, a 5.0m Geostationary L_Band antenna and a 3.7m C-Band antenna and their associated acquisition and processing servers. It sets forth the terms and conditions under which the parties herein shall create a strategic alliance for the good of their respective organizations, constituencies and the nation at large.

WITNESSETH:

WHEREAS, ECSU has established a **Center of Excellence in Remote Sensing Education and Research (CERSER)** was based on the TeraScan 1.5m satellite receiving technology, the intent of which is to develop an innovative and relevant research collaboration focused on coastal, ocean, and marine research; The new acquisition and processing systems will greatly extend this capability and

WHEREAS, SeaSpace proposes a long term collaborative partnership with ECSU in the area of satellite remote sensing of the coastal environment;

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties hereto, it is agreed as follows:

That SeaSpace shall:

- 1) Provide training to SeaSpace customers and clients, including advertising and registration of training sessions;
- 2) Provide 2 complimentary seats for ECSU during training sessions;
- 3) Host a TeraScan Users' Conference at ECSU within 2 years; and
- 4) Provide the aforementioned antennas and servers to be hosted by ECSU;
- 5) Provide free TeraScan software upgrades to ECSU for the duration of the agreement or for an initial period of not less than 5 years, after which five-year period, parties shall negotiate for another five-year extension;
- 6) Provide support for the new antennas, servers and software maintenance at no cost to ECSU;

- 7) Provide a live data stream to ECSU TeraScan servers of all raw data collected by the new antenna systems;
- 8) Provide 30 Processing licenses of TeraScan for exploitation of the collected data by ECSU;

That ECSU shall:

- 1) Provide the training site for SeaSpace training sessions;
- 2) Provide the site/s for hosting the aforementioned antennas and servers with a clear sky view.
- 3) Host at least one training event per year for local Coast Guard, Navy and NASA partners;
- 4) Integrate SeaSpace's TeraScan data sets and software into ECSU-sponsored teaching and research projects, including projects involving other academic institutions in the local region;
- 5) Provide clerical support for trainers during scheduled trainings (fax, phone, photocopying, computer access, etc.)
- 6) Provide technical support for user workstations;
- 7) Provide projection capability (i.e. overhead and power point); and
- 8) Provide logistical support (parking during training sessions, electricity for the antenna systems, internet connectivity, IT assistance, site preparation for the antenna systems, storage of training materials, etc.).
- 9) Provide unfettered (as much as possible, both physical and via the internet) access to the acquisition systems and antennas to be sited at ECSU

Termination

Both parties understand and agree that the performance of each is independent and either party may terminate this agreement by providing a 90-day written notice prior to the effective date of termination.

Governing Law/Jurisdiction

This agreement shall be governed by the laws of the State of North Carolina. Each party hereto expressly agrees to be subject to the jurisdiction of the Courts of the State of North Carolina should litigation arise between the parties.

Indemnification

SeaSpace agrees to hold ECSU, its Board of Trustees, officers and employees harmless from any claim, suit, or proceeding arising out of the Agreement including to indemnify ECSU for reasonable costs of defending any such claims.

Nonassignable

This agreement shall not be assigned by either party.

Severability

If any provision of the Agreement is deemed unenforceable, it shall not affect or cause the remaining provisions to be invalid.

Entire Agreement

This Agreement replaces all prior written and oral agreements and incorporates all the terms and conditions agreed by the parties hereto. There shall be no modifications, variations or amendments except in writing and signed by the parties of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals on the date first above written.

ELIZABETH CITY STATE UNIVERSITY

SEASPACE CORPORATION, INC.

By: _____
Willie Gilchrist
Chancellor

By: _____
Hyong Ossi
President & CEO