

ANNEX ONE
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN C. STENNIS SPACE CENTER
AND
STRATOLAUNCH FEDERAL, INC.
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. SSAA-1053-0139

ARTICLE 1. PURPOSE

The purpose of this Annex is for the National Aeronautics and Space Administration (NASA) John C. Stennis Space Center (SSC) and onsite contractors to support the Partner's testing of its propulsion system test article element 1 at the E1 facility. Under this Annex, Stratolaunch will provide the test article hardware and participate in all aspects of design and testing activities.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113).

ARTICLE 2. RESPONSIBILITIES

A. NASA SSC will use reasonable efforts to:

1. Provide test engineering and operations services for the execution of the test article element 1 test campaign;
2. Provide E1 facility utilization on a non-exclusive basis; and
3. Provide contractor support and propellant deliveries to support the effort.

B. Partner will use reasonable efforts to:

1. Provide all reimbursable funding in advance of work being performed;
2. Provide the test article hardware;
3. Participate in all project, facility, test operations reviews and decisions; and
4. Identify schedule flexibility and pre-coordination with the NASA POC.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for this Annex are as follows:

Authority to Proceed (ATP)	Upon Agreement execution and receipt of initial funding
Test article hardware will be delivered to SSC for fit check and checkouts	5/31/2018
NASA SSC will design, fabricate, and install systems by	6/30/2018

Test series complete

12/31/2018

These milestones have been established as target dates and will be managed and adjusted by the Points of Contacts (POCs) as referenced in Article 8. The POCs will work the detailed schedules within the project task and communicate schedule adjustments within their organizations. If determined by either Party to be a significant change, an amendment to the Annex will be initiated as agreed upon by both POCs.

The E1 Stennis test facility in support of this annex is a multi-use facility in which other participants will be active during the similar timeframe of this annex. Both parties acknowledge the associated potential risk of adjacent testing, and the related test operations sharing and scheduling coordination that will be required.

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$5,104,329 for NASA to carry out its responsibilities under this Annex. The following proposed payment schedule is planned for this annex. The POCs as listed in Article 8 will adjust payment schedule as required based on monthly financial reports and actual work scope.

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|--|-------------|
| 1. Authority to Proceed (execution of this agreement): | \$1,000,000 |
| 2. 1/1/2018 (Test facility and STE installations start): | \$2,500,000 |
| 3. 6/1/2018 (Operations): | \$1,604,329 |

Each payment shall be marked with John C. Stennis Space Center, Annex One, SSAA-1053-0140.

B. NASA will not provide services or incur costs beyond the current funding. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within 180 days after completion of all effort under this Annex, and promptly thereafter, at Partner's option return any unspent funds to Partner or apply any such unspent funds to other activities under the Umbrella Agreement.

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of five years.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, 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 provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: None.

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or two (2) years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

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

ARTICLE 8. MANAGEMENT POINTS OF CONTACT

The following personnel are designated as the Management Points of Contact between the Parties in the performance of this Annex.

Management Points of Contact:

NASA Stennis Space Center
Kevin Power
NASA SSC Project Manager
Mail Stop: EA40
Stennis Space Center, MS 39529
Phone: (228) 688-1490
Email: kevin.p.power@nasa.gov

Stratolaunch Federal, Inc.
Jeff Thornburg
Vice President of Propulsion Engineering
505 Fifth Ave. South
Suite 550
Seattle, WA 98104-3821
Office: (206) 573-2012
Mobile: (661) 609-7325
Email: Jeff.Thornburg@stratolaunch.com

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
JOHN C. STENNIS SPACE CENTER

STRATOLAUNCH FEDERAL, INC.

BY: R. Gilbrech
Richard J. Gilbrech, Ph.D.
Director

BY: J. Floyd
Jean Floyd
Chief Executive Officer

DATE: 9-12-17

DATE: 9-13-2017