

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
LYNDON B. JOHNSON SPACE CENTER  
AND AXIOM SPACE, INC.  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. 29365, DATED 9/23/19 (29366).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing training services to Axiom Trainees using Johnson Space Center's (JSC) unique training facilities and associated JSC vendor partners. A vendor partner for the purposes of this Annex is defined as a commercial company holding contracts with NASA with which the Partner enters into a separate business arrangement for the provision of services in furtherance of this agreement. In order to better facilitate the commercialization of low earth orbit operations and training, JSC has initiated a partnership with our Prime Contractors (in this case, crew training and training systems currently falls under KBR). These partnerships allow our prime contractors to provide certain services (e.g training) directly to commercial entities seeking services for private astronaut and flight controller training using NASA training materials. These training materials are specifically designed to be executed using NASA's unique training facilities for preparing Trainees to pass NASA flight readiness review criteria for work performed on the International Space Station. JSC will provide unique training facilities (described below in "Facilities for Proposed Annex" section), associated facility support personnel, training materials, and required general services for the training flows defined in the "Axiom Training Content" document (attached). Axiom will obtain instructor and integration support from an appropriate vendor partner or NASA, if otherwise unavailable commercially, for each class. All training will be performed per the "Johnson Space Center Private Training Policies" document (attached).

ARTICLE 2. RESPONSIBILITIES

A. NASA will use reasonable efforts to:

1. Present quarterly status reviews to Axiom, including current funding status for crew training, and forecasted fiscal requirements for the upcoming quarter. Priority will be given to NASA personnel when scheduling training, with Trainees being scheduled for excess training capacity on an equivalent basis with other private prospective astronaut trainees.
2. Comply with all additional responsibilities set forth in "Axiom Training Content" document and "JSC Private Training Policies Document" (attached), both incorporated as part of this agreement. The Axiom Training Content document includes certain exceptions including training in the Neutral Buoyancy Lab and training with T-38 aircraft. Such excepted activities are not part of this Annex.

B. Axiom will use reasonable efforts to:

1. Attend quarterly status reviews with NASA to present status of progress of each Trainee as provided by vendor partner, and expected start dates for future Trainees.
2. Comply with the policies set forth in the, "Axiom Training Content" document and "JSC Private Training Policies Document."
3. Obtain training services from NASA vendor partner provided certified instructors.
4. Provide NASA proof of each Trainee's agreement to the JSC Chief Counsel to be bound by the waiver of liability as set out in Article 5, Section B in this Annex, and to flow that wavier down to the Trainee's estates, survivors, or anyone claiming by or through him or her.
5. All remaining Axiom responsibilities are defined in the "Flight Operations Directorate - Axiom Training Content" document.
6. Provide documentation to NASA for NASA's approval confirming insurance in accordance with Article 6.

### ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

|  |  |
|--|--|
| Attend Quarterly meeting with NASA. Present Trainee progress reports and expected start dates for future Trainees. | Three months after agreement signature, and quarterly thereafter |
| Obtain training services from NASA vendor partner provided certified instructors and begin training sessions.      | See "Axiom Training Content" document training summary, Figure 1 |

### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$3,493,353.18 for NASA to carry out its responsibilities under this Annex.

The Partner agrees to pay NASA JSC \$100,000 prior to initiation of work under this Agreement.

Thereafter, incremental session payments will be required no later than 20 business days prior to the start of each session.

Incremental payments for the remainder of each session in flow will be determined at each quarterly status review based on the current funding forecast for each quarter. NASA will maintain funding margin for one quarter into the future.

Each payment shall be marked with JSC [insert Annex number].

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 one year 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. LIABILITY AND RISK OF LOSS

A. Partner hereby waives any claims against NASA or its Related Entities, (For purposes of Article 5 and Article 6, "Related Entities" shall include contractors and subcontractors of a party at any tier; grantees, investigators, customers, and users of a party at any tier and their contractors or subcontractor at any tier; or, employees of the party or any of the foregoing) for any injury to, or death of, Partner employees or the employees of Partner's Related Entities, or for damage to, or loss of, Partner's property or the property of its Related Entities arising from or related to activities conducted under this Annex, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct. Notwithstanding the foregoing, this waiver shall not be considered applicable to Related Entities of NASA who are in privity of contract with Partner.

B. Partner further agrees to extend this waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against NASA or its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Annex. Additionally, Partner shall require that its Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against NASA or its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Annex. For avoidance of doubt, a Related Entity also includes the Axiom Trainees (as defined in Article 2 of UMBRELLA AGREEMENT NO. 29365). Partner shall extend section A. above to all Axiom Trainees by requiring them each to waive any and all claims against NASA and NASA's related entities listed in A. above. Additionally, Partner shall cause the Axiom Trainees each to extend Section A. above to the respective Axiom Trainees' Related Entities, including

each Axiom Trainees' estates, survivors, or anyone claiming by or through them, for bodily injury to, or other impairment of health of, or death of, such Axiom Trainees. Axiom Trainees are not required to waive such claims against Axiom unless Axiom so requires.

C. NASA hereby waives any claim against Partner, or its Related Entities for any injury to, or death of, NASA's employees or Related Entities arising from or related to activities conducted under this Annex, whether such injury or death arises through negligence or otherwise, except in the case of willful misconduct. In the event U.S. Government property or the property of NASA's Related Entities is damaged by Partner or its Related Entities, Partner (as an insured loss payee) shall be solely responsible for the repair and restoration of such property subject to NASA direction. Partner's liability for such repair and restoration shall not exceed the agreed insurance policy limits set forth in this Annex.

D. NASA further agrees to extend this waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the Partner, Related Entities of the Partner, and employees of the Partner or of its Related Entities for injury or death arising from or related to activities conducted under this Annex. Additionally, NASA shall require that its Related Entities extend this waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the Partner, Related Entities of the Partner, and employees of the Partner or of its Related Entities for injury or death arising from or related to activities conducted under this Annex.

E. Notwithstanding the other provisions of this Article, the waivers of liability set forth in this section shall not be applicable to:

- a. Claims between a Party and its own Related Entity or between its own Related Entities;
- b. Except as it relates to Axiom Trainees as expressly set forth herein, claims made by a natural person, his/her estate, survivors, or anyone claiming by or through them (except when such person or entity is a Party to this Agreement or is otherwise bound by the terms of this cross-waiver) for bodily injury to, or other impairment of health of, or death of, such person;
- c. Claims for damage caused by willful misconduct;
- d. Intellectual property claims;
- e. Claims for damage resulting from a failure of a Party to extend the waiver of liability to its Related Entities, pursuant to paragraphs B and D of this Article; or
- f. Claims by a Party arising out of or relating to another Party's failure to perform its obligations under this Agreement.

## ARTICLE 6. LIABILITY AND RISK OF LOSS - INSURANCE FOR DAMAGE TO PROPERTY

A. Partner shall, at no cost to NASA, maintain throughout the term of the Annex, insurance covering claims for property damage and third party liability arising from the activities of Partner and its Related Entities conducted under this Annex at limits of \$5,000,000, per occurrence and aggregate, to cover the loss of or Damage to U.S. Government property and the property of its Related Entities. "Damage" shall mean damage to, loss of, or loss of use of any property; soil, sediment, surface water, ground water, or other environmental contamination or damage; or other direct damages.

B. All terms and conditions in the policy shall be acceptable to NASA, and shall require thirty (30) days' notice to NASA of any cancellation or substantive change affecting coverage. The policy shall cover all risks of loss to U.S. Government property or the property of its Related Entities as a result of the acts or omissions of Partner and/or its Related Entities under this Annex. The insurance policy shall provide that the insurer waives its right as a subrogee against the U.S. Government and its Related Entities for damage. All insurance and all renewals thereof shall be issued by companies with a credit rating of at least "A-" and a financial size category of at least "VIII" in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise mutually acceptable to the Parties) and be licensed to do and doing business in all states in which activities will be conducted under the Annex. The insurance required hereunder shall be endorsed to name NASA (and any other parties designated by NASA) as an additional insured, shall be primary and noncontributing with any insurance which may be carried by or for the benefit of NASA, and shall afford coverage for all claims covered under the terms of this Annex, based on an act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period.

C. Partner shall deliver certificates of insurance and endorsements, acceptable to NASA, to NASA before or concurrent with the commencement of this Annex and at least ten (10) days before expiration of each policy. In the event the requisite certificates are delivered concurrent with the commencement of the Annex, activities conducted under the Annex shall not begin until NASA reviews and finds the documents acceptable. Such documents shall be delivered to the address for certificate holder set forth below. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration  
Johnson Space Center  
2101 NASA Parkway  
Attn: Chief Counsel  
Houston, TX 77058

D. An insurance policy whose terms and conditions are reviewed and approved by NASA is a condition precedent to Partner's access to or use of U.S. Government property or U.S. Government services under this Annex.

E. In the event U.S. Government property is Damaged as a result of the acts or omissions of Partner and/or its Related Entities arising from activities conducted under this Annex,

Partner (whether as an insured loss payee or under an alternate protection method) shall be solely responsible for the repair and restoration of such property subject to NASA direction, except that it may exclude Damage caused by the U.S. Government's or its Related Entities' sole negligence or willful misconduct. Partner's liability for such repair and restoration shall not exceed the agreed insurance policy limits.

F. No approval by NASA of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by NASA of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible. By requiring insurance, although NASA has made a good faith effort to confirm the reasonable limits relevant to the activities anticipated under this Annex, NASA makes no representation or warranty that coverage or limits will necessarily be adequate to protect Partner from all third party claims, and Partner shall procure such additional insurance to cover such claims as Partner deems commercially responsible.

G. Failure of NASA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NASA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Partner's obligation to maintain such insurance.

#### ARTICLE 7. 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 one year.

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 8. TERM OF ANNEX



This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five 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 9. RIGHT TO TERMINATE

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

#### ARTICLE 10. POINTS OF CONTACT

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

##### Management Points of Contact

NASA Lyndon B. Johnson Space Center  
Zebulon Scoville  
Flight Director  
2101 NASA Parkway  
Houston, Texas 77058  
Phone: 281-483-2701  
zebulon.c.scoville@nasa.gov

Axiom Space, Inc.  
Derek Hassmann  
Director, Operations and Training  
17155 Feathercraft Lane, Suite 100  
Webster, TX 77598-4310  
Phone: 713-828-6005  
derek@axiomspace.com

#### ARTICLE 11. 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 12. 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  
LYNDON B. JOHNSON SPACE  
CENTER

AXIOM SPACE, INC.

BY: Stephen A. Koerner  
Stephen A. Koerner  
Director of Flight Operations  
Directorate

BY: Michael T. Suffredini  
Michael T. Suffredini  
President and CEO, Axiom Space LLC

DATE: 23 Sep 19

DATE: Sept 20, 2019