

REIMBURSABLE SPACE ACT UMBRELLA AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND SPACE EXPLORATION TECHNOLOGIES CORP.
FOR COMMERCIAL SPACE SYSTEM OPERATIONS AND DEVELOPMENTS

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Agreement is entered into by the National Aeronautics and Space Administration Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA" or "NASA JSC") and Space Exploration Technologies Corp. located at 1 Rocket Road, Hawthorne, CA 90250-6844 (hereinafter referred to as "Partner" or "SpaceX"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE AND IMPLEMENTATION

This Umbrella Agreement (hereinafter referred to as the "Agreement" or "Umbrella Agreement") shall be for the purpose of NASA providing space system: operations services, subject matter expertise, analysis, testing, and/or flight data collection, for commercial spaceflight missions of the Partner. Such missions may include human spaceflight but not involving any Government Astronaut personnel as defined in 51 U.S.C. Sec 50902(4), and not involving any NASA crewed space system such as the International Space Station (ISS). https://www.faa.gov/space/licenses/human_spaceflight/. These activities are in keeping with National Space Policy <https://www.federalregister.gov/documents/2020/12/16/2020-27892/the-national-space-policy> for "...encouraging and facilitating the continued growth of a domestic commercial space sector...", and directing NASA to "Continue to grow partnerships with the commercial space sector to enable safe, reliable, and cost-effective transport of crew and cargo to destinations in low Earth and cislunar orbits,...".

The Parties shall execute one (1) Annex Agreement (hereinafter referred to as the "Annex") concurrently with this Umbrella Agreement. The Parties may execute subsequent Annexes under this Umbrella Agreement consistent with the purpose and terms of this Umbrella Agreement. This Umbrella Agreement shall govern all Annexes executed hereunder; no Annex shall amend this Umbrella Agreement. Each Annex will detail the specific purpose of the proposed activity, responsibilities, schedule and milestones, and any personnel, property or facilities to be utilized under the task. This Umbrella Agreement takes precedence over any Annexes. In the event of a conflict between the Umbrella Agreement and any Annex concerning the meaning of its provisions, and the rights, obligations and remedies of the Parties, the Umbrella Agreement is controlling.

ARTICLE 3. RESPONSIBILITIES

A. NASA JSC will use reasonable efforts to:

1. Provide support of projects undertaken in any Annex;
2. Provide internal coordination of approvals for Annexes;
3. Provide for a single point of contact for Annex development and operations.

B. Partner will use reasonable efforts to:

1. Provide support of projects undertaken in any Annex;
2. Provide internal coordination of approvals for Annexes;
3. Provide for a single point of contact for Annex development and operations.

ARTICLE 4. SCHEDULE AND MILESTONES

The Parties shall execute one (1) Annex concurrently with this Umbrella Agreement. The initial Annex and any subsequent Annexes will be performed on the schedule and in accordance with the milestones set forth in each respective Annex.

ARTICLE 5. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA as set forth in each Annex for NASA to carry out its responsibilities under this Agreement. Partner shall make payment in advance of initiation of NASA's efforts on behalf of the Partner. Advance payments shall be scheduled to ensure that funds are resident with NASA before Federal obligations are incurred in support of work on behalf of the Partner.

B. Payment shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (choose one form of payment):

- (1) U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System;
- (2) pay.gov at www.nssc.nasa.gov/customerservice (select "Pay NASA" from the Quick Links to right) of the page) or <https://paygov.nssc.nasa.gov/> and select the appropriate NASA Center for the agreement from the drop down; or
- (3) check. A check should be payable to NASA and sent to: NASA Shared Services Center FMD – Accounts Receivable For the Accounts of: Lyndon B. Johnson Space Center [At the time of payment, please indicate which NASA Center for the Umbrella Agreement or annex, as appropriate] Building 1111, Jerry Hlass Rd., Stennis Space Center, MS 39529. Note that Annexes may originate from different Centers. Each payment shall be properly identified by Center. Payment by electronic transfer [#1 or #2, above], is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. Return of unspent funds will be processed via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA, Partner agrees to complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881). All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.

C. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities 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 Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Partner further agrees to extend this unilateral waiver to its related entities (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

C. For avoidance of doubt, a Related Entity includes Partner's Space Passengers (An individual Spaceflight Participant or Crew on a SpaceX commercial mission) and those who are claiming through the Space Passengers. (all the heirs, administrators, executors, assignees, next of kin, subrogees, and estate of the Space Passenger and anyone who attempts to bring a claim on behalf

of the Space Passenger or for damage or harm arising out of the bodily injury, including death, of the Space Passenger).

D. Partner agrees that any services, support, and products provided under this Agreement by NASA shall carry no warranty or certification by NASA. These services, support, and products are provided on an “as-is” basis and NASA does not certify or warranty anything provided to Partner under this Agreement as suitable for its intended purpose.

E. Partner assumes all Third Party liability (For purposes of this Article 8 and Article 9, “Third Party liability is defined as personal injury, death, property damage or loss sustained by individuals that are not signatories to this Agreement.

F. Partner agrees to indemnify, defend, and hold the U.S. Government, NASA, and NASA’s Related Entities harmless for any claims, injury, death, damage, or loss for any activity conducted under this Agreement and will name the United States Government as an additional insured for the insurance requirements covered in Article 9.

G. Partner is responsible for medical qualification of its Space Passengers. Any support or advice provided pursuant to this Agreement by NASA medical doctors and providers, including contractors, will be covered by the liability waiver in Paragraph B, protecting those individuals from claims by the Space Passengers and those claiming by or through those Space Passengers.

ARTICLE 9. LIABILITY AND RISK OF LOSS - INSURANCE PROTECTING THIRD PARTIES

A. Insurance to be Provided. Partner shall, at all times during the term of this Agreement and at Partner’s sole cost and expense, obtain and keep in force the insurance coverages and amounts as set forth in this section:

1. Partner shall maintain commercial general liability insurance, including coverages for contractual liability covering Partner’s obligations under the Agreement, broad form property damage, fire legal liability, premises and operations, products and completed operations, and medical payments, with limits acceptable to NASA and on a per occurrence basis, but shall not exceed five-hundred million (\$500,000,000) aggregate, and shall insure against claims for bodily injury, personal injury, death, property damage, or other loss or damages arising from any activities conducted under this Agreement, including but not limited to Third Party claims, but excluding loss or damage caused by the U.S. Government’s willful misconduct. Any general aggregate shall apply on a per location basis. “Damage” means bodily injury to, or other impairment of health of, or death of, any person; damage to, loss of, or loss of use of any property; loss of revenue or profits; or other direct, indirect, or consequential Damage.

The policy must cover the cost of replacing or repairing (payable on a “full replacement value” basis, as reasonably determined by NASA) any property (real or personal) damaged as a result of any activities conducted under this Agreement. The policy shall contain an exception to any pollution exclusion and insure damage or injury arising out of pollution, environmental effects, heat, smoke, or fumes from a hostile fire.

2. Partner shall maintain business auto liability insurance with limits not less than one million dollars (\$1,000,000) per accident covering any vehicle that Partner uses in connection with the activities conducted under this Agreement.

3. Partner shall maintain, and shall cause Partner's Related Entities to maintain, worker's compensation insurance in statutory limits as required by state law, and such other forms of insurance as may from time to time be required by applicable law or may otherwise be reasonably necessary to protect the U.S. Government from claims of any person who may at any time work for Partner under this Agreement, whether as a servant, agent, or employee of Partner, Partner's Related Entities or otherwise. In addition, Partner shall maintain employer's liability insurance that affords coverage of not less than five hundred thousand dollars (\$500,000.00) per occurrence.

4. Partner shall maintain all other insurance that Partner customarily maintains, consistent with Partner's insurance program for other similar activities. NASA may from time to time request such reasonable evidence that such activities are being so insured by Partner.

B. Use of Proceeds. In addition to other conditions and requirements for insurance policies set forth in this Article, Partner's insurance policies shall satisfy the following conditions: The policy or policies evidencing property insurance shall provide that, in the event of U.S. Government property is damaged as a result of activities conducted under this Agreement, the proceeds of the policy or policies shall be payable to Partner to be used solely for the repairs or replacement of the property damaged or destroyed, and Partner shall be solely responsible for the repair and restoration of such property subject to NASA direction, and any balance of the proceeds not required for such repairs or replacement shall remain with Partner. Nothing herein contained shall be construed as an obligation upon NASA to perform construction, improvements, repairs or replacement of any property damaged in connection with the conduct of activities under this Agreement.

C. Insurance Requirements.

1. 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 at the parties) and be licensed to do and doing business in all states in which activities will be conducted under this Agreement.

2. Each policy shall be endorsed to provide that the policy shall not be canceled or materially altered without thirty (30) days prior written notice to NASA and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to NASA and such period of thirty (30) days shall have expired; provided, however, if any insurance company of Partner agrees only to "endeavor" to notify NASA of cancellation or alteration of any such insurance policy, then it shall be the responsibility of Partner to notify NASA at least twenty (20) days prior to such cancellation or alteration of insurance coverage. Unless Partner provides evidence that such a condition in an insurance policy is not available at a

reasonable premium, the insurance policy shall provide for the right of the U.S. Government to settle reasonably a claim after consultation with Partner and its underwriters.

3. The commercial general liability and any automobile liability insurance shall be endorsed to name NASA, and NASA's Related Entities (and any other parties reasonably designated by NASA), as an additional insured and shall be primary and noncontributing with any insurance which may be carried by NASA or other such additional insureds, and shall afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period.

4. Partner shall deliver certificates of insurance and endorsements, acceptable to NASA, to NASA before the commencement of activities under this Agreement and at least ten (10) days before expiration of each policy. 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

NASA shall be under no obligation to commence activities under the Agreement until Partner has obtained the insurance required by this section and NASA has accepted it.

5. If NASA at any time believes that the limits or extent of coverage or deductibles with respect to any insurance required in this Agreement are insufficient, NASA may determine the proper and reasonable limits and extent of coverage and deductibles for such insurance shall thereafter be carried with the limits and extent of coverage and deductibles as so determined until further change pursuant to the provisions of this Agreement. Failure of NASA to demand certificate(s) 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.

6. 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, NASA makes no representation or warranty that coverage or limits will necessarily be adequate to protect Partner, and such coverage and limits shall not be deemed as a limitation on Partner's liability under any indemnities granted to NASA in this Agreement. Partner shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages.

D. Miscellaneous.

1. Partner's insurance to be provided herein shall not be the exclusive recourse of the United States in the event damages exceed the amount of coverage. The United States reserves the right to bring an action against any responsible party for liability incurred by the United States under

domestic or international law. All deductibles under any insurance policy described in this section shall be paid by Partner.

2. Each Party agrees to cooperate with the other in obtaining any information, data, reports, contracts, and similar materials in connection with the presentation or defense of any claim by either Party under any policy of insurance purchased to meet the requirements of this Article.

3. Partner shall procure from each of the insurers under all such policies of insurance a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to a claims of Partner against the U.S. Government, its contractors or subcontractors at any tier, or Related Entities.

4. In the event Partner is unable to obtain one or more insurance coverages required hereunder, the Parties agree to consider, subject to review, approval and written agreement by NASA, alternative methods of mitigating risks (e.g. by acceptable self-insurance or purchase of an appropriate bond). An insurance policy whose terms and conditions are reviewed and approved by NASA, or an agreement on an alternative method of protection, is a condition precedent to Partner's access to or use of U.S. Government property or U.S. Government services under this Agreement.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.

2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.

3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is: a. known or available from other sources without restriction; b. known, possessed, or developed independently, and without reference to the Proprietary Data; c. made available by the owners to others without restriction; or d. required by law or court order to be disclosed.

4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.

5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.

6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.

7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.

8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice or for Data Partner gives, or is required to give, the U.S. Government without restriction.

10. Partner may use the following or a similar restrictive notice:

Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement [provide applicable identifying information].

Partner should also mark each page containing Proprietary Data with the following or a similar legend:

“Proprietary Data – Use and Disclose Only Under the Notice on the Title or Cover Page.”

B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark the Data with a restrictive notice and will use reasonable efforts to protect it for the period of time specified in the Annex under which the Data is produced. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA’s written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the

results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.

2. Data without the indication of 1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

H. Handling of Background, Third Party and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):

a. Proprietary Data developed at the Disclosing Party's expense outside of this Agreement (referred to as Background Data);

b. Proprietary Data of third parties that the Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and

c. U.S. Government Data, including software and related Data, the Disclosing Party intends to control (referred to as Controlled Government Data).

2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.

3. Identification of Data: a. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party shall be identified in the Annex under which it will be provided. b. NASA software and related Data provided to Partner shall be identified in the Annex under which it will be used. Software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as instructed by NASA.

4. For such Data identified with a restrictive notice pursuant to H.2. or Data identified in an Annex, Receiving Party shall:

- a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
- b. Safeguard such Data from unauthorized use and disclosure;
- c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
- d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;
- e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
- f. Dispose of such Data as Disclosing Party directs.

I. Oral and visual information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within ten (10) calendar days after disclosure.

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

A. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.

B. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

C. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are

exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 12. USE OF NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials Partner shall not use “National Aeronautics and Space Administration” or “NASA” in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the “Release of General Information to the Public and Media” Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee (“NASA Communications”) for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 13. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired. Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the “NTAA”), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA’s 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 14. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided “as is.” NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such

research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 15. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 16. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.
2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 17. TERM OF AGREEMENT

This Agreement 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 (5) years from the Effective Date, whichever comes first.

ARTICLE 18. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Umbrella Agreement or any Annex(es) by providing thirty (30) calendar days written notice to the other Party. Termination of an Annex does not terminate this Umbrella Agreement. However, the termination or expiration of this Umbrella Agreement also constitutes the termination of all outstanding Annexes. In the event of termination of any of the Annex(es), Partner will be obligated to reimburse NASA for all its costs which have been incurred in support of that Annex(es) up to the date the termination notice was received by NASA. In the event of termination of this Umbrella Agreement, Partner will be obligated to reimburse NASA for all costs which it incurred in support of this Umbrella Agreement up to the date the termination notice was received by NASA. Where Partner terminates this Umbrella Agreement or any Annex(es), Partner will also be responsible for those costs which are incurred as a result of such termination.

ARTICLE 19. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., “Liability and Risk of Loss”, “Intellectual Property Rights”-related clauses, and “Financial Obligations” shall survive such expiration or termination of this Agreement.

ARTICLE 20. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement. Annexes may designate Points of Contact for purposes of the Annex activities.

Management Points of Contact

NASA Lyndon B. Johnson Space Center

SPACE EXPLORATION TECHNOLOGIES

Warren Ruemmele
Project Executive
2101 NASA Parkway
Houston, Texas 77058

CORP
Michael Altenhofen
Director of Human Spaceflight Sales
1 Rocket Road
Hawthorne , CA 90250-6844

ARTICLE 21. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled “Priority of Use,” the Article entitled “Intellectual Property Rights – Invention and Patent Rights” (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement or Annex shall be referred by the claimant in writing to the appropriate person identified in this Agreement for purposes of the activities undertaken in the Agreement, or Annex(es) for purposes of the activities undertaken in the Annex(es) as the “Points of Contact.” The persons identified as the “Points of Contact” for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person’s designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 22. INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation. For all NASA mishaps or close calls, Partner agrees to comply with NPR 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping" and [insert Center safety policies, as appropriate].

ARTICLE 23. MODIFICATIONS

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

ARTICLE 24. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 25. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 26. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 27. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 28. SIGNATORY AUTHORITY

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

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER

SPACE EXPLORATION TECHNOLOGIES
CORP.

BY: _____
Angela Hart
Manager
Commercial Low Earth Orbit Development
Program

BY: _____
Julie Jiru
Senior Contract Officer

DATE: _____

DATE: 13 July 2021