

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
JOHN F. KENNEDY SPACE CENTER  
AND  
SPACE EXPLORATION TECHNOLOGIES CORPORATION  
UNDER  
SPACE ACT UMBRELLA AGREEMENT  
KCA-4722

**ARTICLE 1. PURPOSE**

This Annex shall be for the purpose of NASA KSC providing SpaceX with Spaceport Operations and Integration support. Additional services will be provided to the Partner via subsequent Annexes consistent with the purpose and terms of the Umbrella Agreement.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

**ARTICLE 2. RESPONSIBILITIES**

A. NASA KSC will use reasonable efforts to:

1. Provide to SpaceX, on a non-interference basis, the following services, as more particularly set forth as offered in the associated NASA Form(s) KSC 50-202:
  - a. Spaceport Operations and Integration support, specifically providing a primary interface to the Partner, operations integration, and weather support at an assessed resource level to be determined annually by NASA based on Partner's requirements and submitted manifest 60 days prior to the next Government Fiscal Year; and
2. Provide Partner with an annual notice of service rates, including notice of any adjustments to such rates. Such notice will be provided on the NASA Form KSC 50-202 Task Order Request (TOR). NASA will initiate the form and provide it to the Partner to facilitate scheduling of advance quarterly deposits to NASA for the estimated costs. NASA, in its sole discretion, may make changes to the rates charged to recover the full costs of such services as required by law. Such changes will be deemed conclusive.

B. Partner shall:

1. Reimburse NASA for costs associated with Spaceport Operations and Integration support, specifically providing a primary interface to the Partner, operations integration, and weather support at an assessed resource level to be determined annually by NASA.

2. Provide a planning manifest 60 days prior to the next Government Fiscal Year for annual re-assessment of estimated costs.
3. Forward advance payments to NASA in accordance with the Umbrella Agreement.

### **ARTICLE 3. FINANCIAL OBLIGATIONS**

A. Partner agrees to reimburse NASA an estimated cost of \$2,258,374.83 for NASA to carry out its responsibilities under this Annex. Each payment shall be marked with Kennedy Space Center KCA-4722-1.

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 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. 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).

### **ARTICLE 4. 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 5. 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 (5) 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 6. RIGHT TO TERMINATE**

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

#### **ARTICLE 7. 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 John F. Kennedy Space Center  
Nancy S. Cuty  
Partnership Development Manager  
Kennedy Space Center, FL 32899  
Phone: 321-867-97961  
[nancy.s.cuty@nasa.gov](mailto:nancy.s.cuty@nasa.gov)

Space Exploration Technologies Corporation  
Tracy Tomas  
Senior Purchasing Manager  
1 Rocket Road  
Hawthorne, CA 90250-6844  
Phone: 817-521-1247  
[tracy.thomas@spacex.com](mailto:tracy.thomas@spacex.com)

##### **Technical Points of Contact**

NASA John F. Kennedy Space Center  
Jared C. Merbitz  
SpaceX Customer Advocate  
Mail Suite: SII20  
Kennedy Space Center, FL 32899  
Phone: 321-441-1429  
[jerad.c.merbitz@nasa.gov](mailto:jerad.c.merbitz@nasa.gov)

Space Exploration Technologies Corporation  
Cameron A. Carter  
Contracts Director  
1 Rocket Road  
Hawthorne, CA 90250-6844  
[cameron.carter@spacex.com](mailto:cameron.carter@spacex.com)

**ARTICLE 8. 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 9. 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 F. KENNEDY SPACE CENTER

SPACE EXPLORATION  
TECHNOLOGIES CORPORATION

BY: \_\_\_\_\_  
Nancy P. Bray  
Director, Spaceport Integration and Services

BY: \_\_\_\_\_  
Cameron A. Carter  
Contracts Director

DATE: \_\_\_\_\_

DATE: 15-NOV-2022