

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND
MAXSPACE
UNDER
SPACE ACT UMBRELLA AGREEMENT
NO. SAA8-2441647, DATED _____ SAA8-2441647.1

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing MaxSpace with technical expertise in inflatable softgoods development and certification, including consulting activities in support of Max Space's initial demonstration flight of their inflatable softgoods architecture on an upcoming mission. NASA SMEs will offer feedback on MaxSpace's softgoods maturation, development plans, use cases, and approach to certification (with regard to the latter, NASA has recently published a guidance document on using inflatable softgoods as the primary habitable structure in long duration human missions). NASA SMEs will support technical interchanges as MaxSpace prepares to demonstrate their softgoods architecture on a rideshare mission and help to assess resulting data from this mission. This annex will serve as the foundation for subsequent annexes which will support relevant testing of inflatable softgoods to characterize material performance and assess failure modes in accordance with JSC-67721 (certification guidelines for crewed inflatable softgoods structures).

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 MSFC will use reasonable efforts to:

1. Support monthly tagups with MaxSpace on their development efforts.
2. Support a kickoff meeting for the effort.
3. Provide technical expertise on inflatable softgoods development and certification.
4. Advise on development of the concept of operations for Max Space's inflatable softgoods architecture.
5. Advise on identification of potential use cases for MaxSpace's inflatable softgoods architecture.
6. Support a technical interchange meeting at a mutually agreed upon location.
7. Advise on data collection during the demonstration flight to inform future human-rating of the inflatable softgoods architecture.
8. Support a pre-flight review for MaxSpace's inflatable softgoods flight demonstration.

9. Support review of data following the demonstration flight (estimated February 2026) and provide written comments.
10. Advise on a future testing plan/approach to support certification of softgoods architecture for human spaceflight
11. Review MaxSpace's future testing plan/approach and provide written comments.
12. Support a closeout meeting for the effort.

B. MaxSpace will use reasonable efforts to:

1. Lead monthly tagups on development efforts.
2. Lead a kickoff meeting for the effort.
3. Communicate requests for technical information related to softgoods development and certification.
4. Develop a concept of operations for their inflatable softgoods architecture.
5. Identify potential use cases for their inflatable softgoods architecture.
6. Lead a technical interchange meeting at a mutually agreed upon location.
7. Develop approaches for data collection during the demonstration flight to inform future human-rating of the inflatable softgoods architecture.
8. Lead a pre-flight review for the inflatable softgoods flight demonstration.
9. Lead review of data following the demonstration flight (estimated February 2026).
10. Present a future testing plan/approach to support certification of softgoods architecture for human spaceflight.
11. Lead a closeout meeting for the effort.

ARTICLE 3. SCHEDULE AND MILESTONES

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

- | | |
|--|--------------------------|
| 1. MaxSpace will lead monthly tagups on development efforts | Monthly |
| 2. MaxSpace will lead a kickoff meeting for the effort | Effective date + 2 weeks |
| 3. NASA MSFC will provide technical expertise on softgoods development and certification | Milestone 2 + 2 weeks |
| 4. MaxSpace will develop a concept of operations for their inflatable softgoods architecture | Milestone 3 + 4 months |
| 5. MaxSpace will identify potential use cases for their inflatable softgoods architecture | Milestone 3 + 4 months |
| 6. NASA MSFC will advise on development of the concept of operations for Max Space's inflatable softgoods architecture | Milestone 4 + 1 month |
| 7. NASA MSFC and MaxSpace will participate in a | Milestone 6 + 3 months |

technical interchange meeting at a mutually agreed upon location

8. MaxSpace will lead a pre-flight review for the inflatable softgoods flight demonstration Milestone 7 + 3 months

9. NASA MSFC will support a pre-flight review for the inflatable softgoods flight demonstration Milestone 7 + 3 months

10. MaxSpace will lead review of data following demonstration flight (estimated February 2026) Demonstration flight + 1 month

11. NASA MSFC will support review of data following demonstration flight (estimated February 2026) and provide written comments Demonstration flight + 2 months

12. MaxSpace will present a future testing plan/approach to support certification of softgoods architecture for human spaceflight Milestone 11 + 1 month

13. NASA MSFC will review MaxSpace's future testing plan/approach and provide written comments Milestone 12 + 2 weeks

14. MaxSpace will lead a closeout meeting for the effort Milestone 13 + 1 month

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$60,853.78 for NASA to carry out its responsibilities under this Annex.

Each payment shall be marked with NASA MSFC and SAA8-2441647.1.

Payments shall be made as follows:

1. \$30,426.89 due at execution
2. \$30,426.89 due before Milestone 8

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. 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 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 two 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:

None

2. Third Party Proprietary Data:

None

3. Controlled Government Data:

None

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 ("Effective Date") 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. TERMINATION

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

ARTICLE 8. POINTS OF CONTACT

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

Technical Points of Contact

NASA George C. Marshall Space Flight Center

Tracie Prater
Technical Management, Habitation
Systems Development Office
Marshall Space Flight Center, AL 35812
Phone: 256-541-9539
tracie.j.prater@nasa.gov

MaxSpace

Kirsten Whittingham
President
c/o The Corporation Trust Company,
Corporation Trust Center
1209 Orange Street
New Castle, DE 19801-1120
Phone: 346-479-1317
kirsten@getmaxspace.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
GEORGE C. MARSHALL SPACE
FLIGHT CENTER

MAXSPACE
N/A

BY: _____
Ginger N. Flores
Manager, Human Exploration
Development and Operations Office

Signed by:

BY: _____
33F2E44171D8415...
Kirsten Whittingham
President

DATE: _____

DATE: 11/7/2024
