

AMENDMENT NO. 2 to  
NONREIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AND SPACE EXPLORATION TECHNOLOGIES CORP.  
FOR COMMERCIAL SPACE CAPABILITIES COLLABORATION

PURPOSE OF AMENDMENT AND AGENCY COMMITMENT

The purpose of this Amendment No. 2 to Space Act Agreement No. SAA-QA-14-18883 between the National Aeronautics and Space Administration (“NASA”) and Space Exploration Technologies Corp. (“Partner” or “SpaceX”), effective December 18, 2014 (the “Agreement”), is to (1) further define areas of insight and assistance to SpaceX under the Agreement, (2) update terms of the Agreement to be similar to those under other Commercial Space Capabilities Collaboration SAAs, and (3) define additional Partner milestones.

Now therefore, in consideration of the mutual undertakings in this Amendment, the Agreement is amended in accordance with Article 21 of the Agreement as follows:

**I. Amendment to ARTICLE 2. PURPOSE**

A. The following modification is made to Article 2:

1) The words “The scope of the activity and alignment with NASA’s strategy for human space exploration is” are deleted and replaced with “The Parties are working in collaboration to perform certain tasks, including tasks identified in Appendix 2, and additional work identified in this Agreement. Partner’s activity, as identified in Article 4, is related to this Agreement but is not a Partner responsibility under this Agreement, except where described elsewhere in this Agreement. This collaboration is aligned with NASA’s strategy for human space exploration as”.

**II. Amendment to ARTICLE 3. RESPONSIBILITIES**

A. The following modifications are made to Article 3:

1) In section A, paragraph 2,

- a) Delete “and Related Third Party (if not prohibited by law, regulation, or a non-disclosure or similar agreement)”,
- b) Delete “and” after “lessons learned,”
- c) After “expertise support,” add: “, services, facilities, and NASA-developed technologies, on a non-interference basis.”

- d) Add the following new sentence at the end: “NASA furnished services, facilities, and technologies that may be provided are identified in Appendix 2.”
- 2) In section A, paragraph 3, delete “and provide feedback/input as requested”
- 3) In section A, paragraph 4, replace its text in its entirety with the following: Attend semi-annual meetings with SpaceX regarding the past half-year’s milestones and upcoming activities.”
- 4) In section A, renumber paragraphs 5 and 6 to 6 and 7, respectively, and insert the following new paragraph 5:
- “5. If requested by SpaceX, and within 30 days of each semi-annual meeting, provide SpaceX a written acknowledgement of milestone completion if NASA ascertains that the milestones of the previous half year have been accomplished. Nothing in the acknowledgement of milestone completion shall be construed to imply that NASA endorses or sponsors any SpaceX product or service resulting from activities conducted under this Agreement. NASA’s acknowledgement shall not be construed to imply approval or endorsement of the safety, reliability or appropriateness of any SpaceX design, system, architecture or testing methodology. “
- 5) In section A, paragraph 6 (former paragraph 5), change “Partner” to “SpaceX”
- 6) In section A, paragraph 7 (former paragraph 6), delete “NASA agrees to” and change “25” to “26.”
- 7) In section B, change “Partner” to “SpaceX”
- 8) In section B, delete paragraph 1.
- 9) In section B, renumber paragraph 2 to paragraph 1 and add “identified in Article 4” at the end.
- 10) In section B, renumber paragraph 3 to paragraph 2 and replace its text in its entirety with: “Conduct a semi-annual meeting with NASA regarding the past half year’s milestones, demonstrating that the success criteria have been met, and discuss upcoming activities.”
- 11) In section B, renumber paragraph 4 to paragraph 3 and replace “agreed-to” with “any”.
- 12) In section B, renumber paragraph 5 to paragraph 4 and replace its text in its entirety with: “Fulfill its obligations in Appendix 2.”

### **III. Amendment to ARTICLE 4. SCHEDULE AND MILESTONES**

A. The following modifications are made to Article 4:

1) The first sentence is replaced with the following: “The Milestones below are intended to provide a measure of Partner’s overall progress, but are not a Partner responsibility under this Agreement, except where described elsewhere in this Agreement.”.

2) Delete Milestones 4, 5, 6, and 8.

3) Renumber Milestone 3 to 4, and add the following new Milestone 3:

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| Milestone 3: Starship Prototype Tank Test<br><br>Success Criteria: Starship prototype tank manufacturing completion and preliminary test are determined satisfactory by SpaceX management. | November 2016 |
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4) In Milestone 4 (formerly Milestone 3), replace “Launch – 18 months” with “August 2017.”

5) After Milestone 4 (formerly Milestone 3), insert the following new milestones:

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| Milestone 5: Starship Propellant Tank Tooling Complete<br><br>Success Criteria: Manufacturing completion of Starship propellant tank tooling is determined satisfactory by SpaceX management.                      | April 2018    |
| Milestone 6: Ultra High Frequency (UHF) Digital Signal Processing (DSP) Design Requirements Review<br><br>Success Criteria: Review of UHF DSP design requirements is determined satisfactory by SpaceX management. | August 2018   |
| Milestone 7: Raptor Test Stand Development Start<br><br>Success Criteria: Resources assigned and kick-off of development of Raptor engine test stand is determined satisfactory by SpaceX management.              | March 2019    |
| Milestone 8: UHF DSP Preliminary Design Complete<br><br>Success Criteria: Preliminary progress in UHF DSP design is determined satisfactory by SpaceX management.  | November 2018 |
| Milestone 9: Raptor Development Engine Ready for Test  | April 2019    |

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| Success Criteria: Raptor development engine maturity reaches level determined ready for test by SpaceX management.   |               |
| Milestone 10: Upper Stage/Booster Preliminary Design Complete<br><br>Success Criteria: Preliminary progress in upper stage/booster design is determined satisfactory by SpaceX management.   | ████████      |
| Milestone 11: UHF DSP Detailed Design Complete<br><br>Success Criteria: Detailed progress in UHF DSP design is determined satisfactory by SpaceX management.   | ██████████    |
| Milestone 12: Wind Tunnel Testing Complete<br><br>Success Criteria: Execution of Starship wind tunnel testing complete and results determined to be satisfactory by SpaceX management.   | October 2019  |
| Milestone 13: Small Hopper Testing<br><br>Success Criteria: Small hopper test vehicle and ground facilities readiness to start testing as determined by SpaceX management.   | December 2019 |
| Milestone 14: Raptor Engine Detailed Design Complete<br><br>Success Criteria: Detailed progress in Raptor engine design is determined satisfactory by SpaceX management.   | ██████████    |
| Milestone 15: Upper Stage/Booster Detailed Design Complete<br><br>Success Criteria: Detailed progress in upper stage/booster design is determined satisfactory by SpaceX management.   | ██████████    |
| Milestone 16: Sub-orbital Flight Test<br><br>Success Criteria: The flight test hardware/software, ground facilities (launch site and mission control), end-to-end communication systems, support personnel, and procedures are ready for the sub-orbital flight test to the satisfaction of SpaceX management. | ██████████    |
| Milestone 17: Candidate Landing Site Down-Select   | ████████      |

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| Success Criteria: Candidate landing site for the first Mars surface mission identified and is determined satisfactory by SpaceX management.   |         |
| Milestone 18: Deep Space Communication and Navigation Demonstration<br><br>Success Criteria: The test hardware/software, ground facilities, end-to-end communication systems, support personnel, and procedures are ready for the deep space communications & navigation demo to the satisfaction of SpaceX management. |         |
| Milestone 19: Surface Power Demonstration<br><br>Success Criteria: The test hardware/software, test facilities, support personnel, and procedures are ready for the surface power demo to the satisfaction of SpaceX management.  |         |
| Milestone 20: Detailed Cargo Delivery Mission Design Complete<br><br>Success Criteria: Detailed progress in cargo delivery mission design is determined satisfactory by SpaceX management.  | Q1 2022 |

#### **IV. Amendment to ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS**

A. The following modifications are made to Article 9:

- 1) All sections shall be renumbered as follows. All other modifications of this Amendment section IV listed below reference the new numbers.
  - a) Section numbers 1, 2, 3, etc. shall be replaced with A, B, C, etc.
  - b) Paragraph numbers a, b, c, etc. shall be replaced with 1, 2, 3, etc.
  - c) Subparagraph numbers i, ii, iii, etc. shall be replaced with a, b, c, etc.
- 2) In section A, paragraph 3, last sentence:
  - a) Add “, or received by,” before “NASA.”
  - b) After the Proprietary Data Notice, add the text “. 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.”**

- 3) In Section A, renumber paragraphs 4 through 9 to paragraphs 5 through 10, respectively.
- 4) In Section A, move the text beginning “Partner may use” and ending “SAA-QA-14-18883.” from paragraph 3 into a new paragraph 4.
- 5) In section A, paragraph 6, replace the former reference “c.” with “3.”
- 6) In section A, paragraph 7, replace both instances of “Providing” with “Disclosing”
- 7) In section A, paragraph 9, delete “Except as expressly set forth herein,”.
- 8) In section A, paragraph 10,
  - a) Replace the three instances of “Providing” with “Disclosing.”
  - b) Replace “restricted” with “restrictive”
- 9) In section B, delete the title “Handling of SpaceX Proprietary Data:” and rename “Data First Produced by Partner Under this Agreement”
- 10) In section B, paragraph 1:
  - a) Delete the phrase “Except as otherwise specifically set forth herein,” at the beginning of the first sentence.
  - b) Insert “If” in place of “if” before “Data” at the start of the first sentence in the paragraph.
  - c) After “restrictive notice,” add “herein referred to as “Partner Proprietary Data”,.”.
  - d) In the second sentence change “internal U.S. Government use” to “U.S. Government purposes” and after “contracts” replace the “;” with “,” .
  - e) Instead of ending the second sentence after “use and disclosure.”, add a comma after “disclosure”, then replace “The” of the next sentence with “and such”, delete “be reproduced and used by NASA with the express limitation that it will”, after “procurement” delete “,” and insert “or”, and delete the phrase “or in any way disclosed outside the Government”.
  - f) Insert the following new sentence as the last sentence of paragraph 1: “For activities set forth in an appropriate TED, Partner Proprietary Data given to NASA may be specifically identified in the associated TED.”
- 11) Replace section B, paragraph 2 with the following:

“Consistent with the terms of Article 9.H.4.c, NASA agrees to identify to Partner any NASA Related Entities provided access to Partner Proprietary Data and/or other restricted Data in Appendix 2 or in any TED under which such Data will be provided. If Partner is not able to obtain appropriate assurances of confidentiality from any NASA Related Entities having access to such restricted Data, then, at the written request of Partner, NASA will take reasonable practicable measures to engender contractor

compliance with any contractual restrictions against further use and disclosure of Partner Proprietary Data, including any requirements applicable to Related Entity employees having access to Partner Proprietary Data or other restricted Data (including compliance with the terms of NASA FAR Supp. 1852-237-72, Access to Sensitive Information). Such written request of Partner to NASA shall be deemed a written consent and waiver of the confidentiality agreement between Partner and the NASA Related Entity as required in Article 9.H.4.c.”

12) Delete the sections entitled “Mars EDL Data,” “Mars Science Data,” and “SpaceX Raw Data.” Renumber the remaining sections “6. – 12.” as sections “C. - I.”

13) In renumbered section C, renumbered paragraph 1:

- a) After the first occurrence of “NASA,” add “or its Related Entities”.
- b) After the word “development”, add “, unless specified otherwise in Appendix 2 or any TED”.
- c) Replace “SpaceX” with “Partner” in the second sentence.

14) In renumbered section C, change paragraph “b.” to “3.”, and add the following new paragraph 2:

“2. NASA may incorporate Partner Proprietary Data into any Data First Produced by NASA, subject to reasonable protective measures and use restrictions as specified in Article 9.B. NASA may only incorporate Partner Background Data into Data First Produced by NASA subject to the express written permission of Partner, or as identified in Appendix 2 or any TED, and subject to reasonable protective measures and use restrictions as specified in Articles 9.B and 9.H.4.”

15) In renumbered section H, renumbered paragraph 1, before the colon add “the following types of Data”.

16) In renumbered section H, renumbered paragraph 3:

- a) Add the following new sentence before the listing of the categories of data renumbered subparagraphs a.-d.: “For activities set forth in Appendix 2 or in an appropriate TED, all Background Data, Third Party Proprietary Data and Controlled Government Data provided by Disclosing Party may be identified in Appendix 2 or in the TED under which it will be provided.”
- b) For subparagraphs a, b, and c, retain the titles of the categories but replace all descriptive text thereafter with the phrase “As marked”.
- c) For renumbered subparagraph d, replace “1. None” with “As identified in Appendix 2 or any TED.”

17) In renumbered section H, renumbered paragraph 4:

- a) In renumbered subparagraph a, after “Data” insert the word “only” and after “Agreement” add “, unless extended thereafter in Appendix 2 or any TED”.
- b) In renumbered subparagraph c, add the following before the semicolon after “Agreement”: “. Access by employees of NASA Related Entities shall require the

written consent of Partner and shall be subject to a confidentiality agreement between Partner and the Related Entity unless waived by Partner in such written consent”.

c) In renumbered subparagraph d, replace the reference “d.iii” with “4.c”.

d) In renumbered subparagraph e, replace the last occurrence of “their” with “its”.

e) In renumbered subparagraph f, after “directs” add “, unless retention of such Data is permitted as specified in Appendix 2 or any TED”.

18) In Section I, renumbered subparagraph 2, after “restrictive”, add the word “notice”.

#### **V. Amendment to ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS – INVENTION AND PATENT RIGHTS**

1) In Section G, paragraph 2, correct the last word “therefore” to “therefor.”

#### **VI. Amendment to ARTICLE 16. TERM OF AGREEMENT**

The following modification is made to Article 16:

1) Delete “the completion of all obligations of both Parties hereto, or” and delete “, whichever comes first”.

#### **VII. Amendment to ARTICLE 18. CONTINUING OBLIGATIONS**

The following modification is made to Article 18:

1) After the word “related”, insert “clauses”.

#### **VIII. Amendment to ARTICLE 19. POINTS OF CONTACT**

In Article 19, replace the SpaceX Point of Contact with the following:

Paul Wooster

Principal Mars Development Engineer

[REDACTED]

Telephone: [REDACTED]

#### **IX. Addition of new ARTICLE 25. NASA FURNISHED INFORMATION AND SERVICES**

The following Article is added to the Agreement as new Article 25:

##### **ARTICLE 25. NASA FURNISHED INFORMATION AND SERVICES**

A. NASA may, at its sole discretion and on terms to be negotiated between the Parties, provide Partner additional NASA services, technical expertise, or Government



Property. Access to NASA-developed technologies may require a separate license agreement. Access to NASA software may require a separate software usage agreement. NASA equipment used at Partner facilities will be in accordance with a separate NF-893 Loan Agreement. Additional NASA services, technical expertise, or Government Property may be provided on a non-reimbursable basis. Specific services and Government Property will be identified in Appendix 2 to this Agreement. Partner shall remain solely responsible for completion of its milestones under this Agreement regardless of the availability or use of such optional NASA services, technical expertise, or Government Property.

B. There is no Government Furnished Property or Services furnished under this Agreement except for those that may be provided in Article 25.A. However, Partner has the ability to enter into separate reimbursable Space Act agreements with NASA Centers to use NASA resources in performance of this Agreement. The terms and conditions of other Space Act agreements will govern the use of NASA resources not being provided under this Agreement.

#### **X. Amendment to ARTICLE 25. IMPLEMENTATION**

- 1) In the title, renumber the Article from “25” to “26”; and
- 2) Change reference from “3.A.6” to “3.A.7”

#### **XI. Amendment to ARTICLE 26. SIGNATORY AUTHORITY**

- 1) In the title, renumber the Article from “26” to “27”

#### **XII. Amendment to Appendix 1 – Executive Summary**

The following modifications are made to Appendix 1:

- 1) In the first paragraph, add “beyond Earth,” after “missions” and change “two” to “three.”
- 2) Reword Area 2 into two areas to read as follows:

“Area 2: The second area will include development of booster, upper stage and all vehicle systems at the scale of Starship, and potential precursor mission activities. This area includes (but is not limited to) methane-oxygen propulsion development, propellant management, aerodynamic assessments and testing, human-scale Entry, Descent and Landing (EDL), including related to safe landing on unprepared surfaces. This area also includes development of relevant supporting capabilities, including (but not limited to) ground segment, deep-space communication, and deep-space navigation. The potential for ride share opportunities, as part of these or other missions SpaceX is undertaking, will also be evaluated.”

Area 3: The third area will include development of surface and orbital capabilities. This area includes (but is not limited to) landing site assessment, development of large scale in situ resource utilization systems, surface power systems, surface transportation, surface habitation, and orbital assets. This area may also inform sub-scale and full-scale demonstrations that could be supported by efforts associated with the Areas 1 and 2. This area also includes development of relevant supporting capabilities, including (but not limited to) ground segment, deep-space communication, and deep-space navigation. The potential for ride share opportunities, as part of these or other missions SpaceX is undertaking, will also be evaluated.”

### **XIII. Addition of new Appendix 2 - NASA Furnished Services, Facilities, and Technologies**

The following new Appendix 2 shall be added after Appendix 1:

#### **Appendix 2 NASA Furnished Services, Facilities, and Technologies**

In accordance with Article 9, Intellectual Property Rights – Data Rights, any Data First Produced by NASA under this Agreement which does not have a period of time specified in this Appendix 2 will be protected for a period of five (5) years after its development. All other time periods specified herein for the protection of data will commence after its development.

| <b>NASA Furnished Services, Facilities, and Technologies</b>  | <b>Corresponding Partner Obligations</b>   | <b>Data Rights</b>   |
|---|--|--|
| 1) NASA developed analytical models, simulations, testing, and subject matter expertise (SME) to assist Partner aerodynamic and aerothermal development of the Partner’s Starship in support of Article 4 Milestones 10, 12 and 15. Activities may include:<br>a. Management and coordination for JSC, LaRC, ARC, MSFC, and KSC SME support by NASA and NASA Related Entities<br>b. Hypersonic/supersonic | 1) Partner is obligated to provide the following:<br>a. Point of Contact for coordination with NASA<br>b. Data for Starship design, environments, and operations necessary to perform simulations<br>c. Data for Starship design, environments, and operations necessary to perform database generation<br>d. Data for Starship design, environments, and operations necessary to perform effectiveness and stability assessments<br>e. Point of Contact for | Improvements to any aspect of NASA computing systems, analytical methods, and/or software code(s) that are Data First Produced by NASA shall have an Article 9.C protection period of one (1) year. Title to any inventions made as part of this activity will remain with the respective inventing party(ies). Improvements and modifications to Government software will be subject to a Software Usage Agreement, if NASA has permission to transfer such software to SpaceX or its Related Entities.<br><br>Improvements to aerodynamic or |

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| <p>aeroheating and aerodynamic simulations using DPLR, LAURA, OVERFLOW, FUN3D, US3D, and Cart3D</p> <p>c. CBAero and Cart3D database generation</p> <p>d. Aerosurface effectiveness and stability assessment</p> <p>e. Computing time on NASA ARC Supercomputer and smaller ARC, JSC, LaRC, and MSFC computers for NASA SMEs to run NASA simulations with NASA and/or Commercial software codes.</p> <p>f. SME consulting on aerodynamics testing and CFD simulation best practices.</p> <p>g. Perform wind tunnel testing at NASA furnished facilities to characterize performance, margins, and design. Includes integration of a SpaceX-provided scale model(s) of Starship into wind tunnel, performing test runs, gathering and reducing data, and providing test results in format requested by SpaceX.</p> | <p>coordination with NASA</p> <p>f. Data for Starship design, environments, and operations necessary to provide consultation.</p> <p>g. Starship wind tunnel model(s) suitably scaled for testing in NASA furnished facility.</p> | <p>aerothermal method(s) or apparatus(es) that are Data First Produced by NASA shall have Article 9.C protection period of three (3) years. Title to any inventions made as part of this activity will remain with the respective inventing party(ies).</p> <p>Data from models, simulations, and tests of Starship aerodynamics and aerothermal design and its development performed by NASA under this Agreement will be considered Data First Produced by NASA. For such Data First Produced by NASA, Article 9.C protection period shall be five (5) years. Partner Background Data incorporated within such Data First Produced by NASA may continue to be retained and referenced by NASA after the expiration of this Agreement as permitted by Articles 9.C and 9.H.</p> <p>Partner data for or related to Corresponding Partner Obligations that was produced before this Agreement and/or developed during the term of but outside of this Agreement, that is provided to NASA for purposes of performing NASA activities, and that is developed at private expense will be considered Partner Background Data when marked. Such data related to Corresponding Partner Obligations will be used, disclosed, and reproduced only as necessary under this Agreement, except for the retention and reference rights noted above after the Agreement expires with respect to Data from models, simulations, and tests performed by NASA under this</p> |
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|  |  | <p>Agreement.</p> <p>Partner data in Corresponding Partner Obligations that was produced under this Agreement, that is provided to NASA for purposes of performing NASA activities, and that is developed at private expense will be considered Partner Proprietary Data when marked. Such data related to Corresponding Partner Obligations will be used, disclosed, and reproduced as specified in Article 9.B.</p>  |
| <p>2) Design consultation and testing of Partner UHF radio in NASA furnished facilities in support of Article 4 Milestones 6, 8, and 11. Activities may include:</p> <p>a. SME consulting on UHF radio design, relay, compatibility, electromagnetic compatibility, electromagnetic interference, and best practices for Mars Network context of the NASA Space Communication and Navigation network (SCaN).</p> <p>b. Relay and compatibility tests of Partner UHF radio in Mars Network context of SCaN at NASA JPL facility, and return to Partner. NASA will furnish and coordinate testing, perform post-test analysis, and provide copy of all test data, post-test analysis, and report(s) to</p> | <p>2) Partner is obligated to provide following:</p> <p>a. Point of Contact for coordination with NASA</p> <p>b. UHF radio and describing data sufficient for NASA to furnish and coordinate testing and perform post-test analysis.</p> | <p>Improvements to any aspect of NASA SCaN and UHF radio technology that are Data First Produced by NASA shall have an Article 9.C protection period of one (1) year. Title to any inventions made as part of this activity will remain with the respective inventing party(ies). Improvements and modifications to Government software will be subject to a Software Usage Agreement, if NASA has permission to transfer such software to SpaceX or its Related Entities.</p> <p>Data from models, simulations, tests, post-test analysis, and report(s) of Partner UHF radio that are performed by NASA under this Agreement will be considered Data First Produced by NASA. For such Data First Produced by NASA, Article 9.C protection period shall be five (5) years. Partner Background Data incorporated within such Data First Produced by NASA may continue to be retained and referenced by NASA after the expiration of this Agreement as permitted by Articles 9.C and 9.H.</p> |

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| Partner.   |  | <p>Partner Data for or related to Corresponding Partner Obligations that was produced before this Agreement and/or developed during the term of but outside of this Agreement, that is provided to NASA for purposes of performing NASA activities, and that is developed at private expense will be considered Partner Background Data when marked. Such data related to Corresponding Partner Obligations will be used, disclosed, and reproduced only as necessary under this Agreement, except for the retention and reference rights noted above after the Agreement expires with respect to Data from models, simulations, tests, post-test analysis, and report(s) of Partner UHF radio.</p> <p>Partner data in Corresponding Partner Obligations that was produced under this Agreement, that is provided to NASA for purposes of performing NASA activities, and that is developed at private expense will be considered Partner Proprietary Data when marked. Such data related to Corresponding Partner Obligations will be used, disclosed, and reproduced as specified in Article 9.B.</p> |
| 3) NASA developed additive alloys and/or processes for rocket engine thrust chamber and/or nozzle prototype(s) applicable to Partner applications in support of Article 4 Milestones 9, 10, 14, and 15.<br>Activities may include: | 3) Partner is obligated to provide following, if necessary:<br>a. Data for thrust chamber and/or nozzle interfaces to, and operating conditions of, Partner engine(s).<br>b. Data for thrust chamber and/or nozzle interfaces to, and operating conditions of, | Data related to any aspect of design, development, and manufacture of alloys, additive processes, and NASA-designed prototype(s) of rocket engine thrust chamber and/or nozzle prototype(s), and data related to testing, post-test analysis, and report(s) that are produced by NASA and/or its Related Entities   |

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| <p>a. NASA design, development, and manufacture of alloys, additive processes, and NASA-designed prototype(s).</p> <p>b. Testing at NASA furnished facilities to characterize performance, materials, margins, and design. Tested individually and/or incorporated with NASA-furnished rocket engines.</p> | <p>Partner engine.</p>  | <p>will be considered Controlled Government Data and/or an Invention Made by NASA and/or its Related Entities. Such data are not being produced or made in the performance of activities under this Agreement. Title to any inventions made as part of this activity will remain with the respective inventing party(ies).</p> <p>Partner data for or related to Corresponding Partner Obligations that was produced before this Agreement and/or developed during the term of but outside of this Agreement, that is provided to NASA for purposes of performing NASA activities, and that is developed at private expense will be considered Partner Background Data when marked. Such data related to Corresponding Partner Obligations will be used, disclosed, and reproduced only as necessary under this Agreement.</p> <p>Partner data in Corresponding Partner Obligations that was produced under this Agreement, that is provided to NASA for purposes of performing NASA activities, and that is developed at private expense will be considered Partner Proprietary Data when marked. Such data related to Corresponding Partner Obligations will be used, disclosed, and reproduced as specified in Article 9.B.</p> |
| <p>4) NASA Software in support of Partner's activities in Article 4 Milestone 18: Global Positioning System (GPS)</p>  | <p>4) Partner is obligated to adhere to this Agreement and the Software Usage Agreement (SUA) for the Global Positioning System</p> | <p>As specified in the Software Usage Agreement (SUA) for the Global Positioning System (GPS) Enhanced Onboard Navigation System (GEONS) – GSC-14687-1</p>   |

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| Enhanced Onboard Navigation System (GEONS) – GSC-14687-1. | (GPS) Enhanced Onboard Navigation System (GEONS) – GSC-14687-1 software. | software.” |
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The signatories to this Amendment covenant and warrant that they have authority to execute this Amendment No. 2 and agree to the above terms and conditions.

NATIONAL AERONAUTICS AND  
ADMINISTRATION

SPACE EXPLORATION  
TECHNOLOGIES CORP.

BY: Philip R. McAlister

Philip R. McAlister  
Director, Commercial Spaceflight  
Development Division

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Julianna Scheiman  
Sr Manager, Mission Development

Date: October 2, 2019

Date: October 1, 2019