

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND
SIERRA SPACE CORP.
UNDER
SPACE ACT UMBRELLA AGREEMENT
NO. SAA8-2236912, DATED _____ SAA8-2236912.1

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing unique NASA capabilities and subject matter expertise in the conduct of subscale article creep testing for inflatable softgoods. This testing is in support of Sierra Space's efforts to develop and certify softgoods for future space habitat applications.

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. Provide softgoods test article SME support.
2. Support a kickoff meeting for the testing.
3. Support monthly tagups with Sierra Space on creep testing program.
4. Provide template for Test Requirements Document (TRD).
5. Provide inputs/feedback on TRD to Sierra Space.
6. Provide the facilities to perform three subscale article creep tests.
7. Conduct test readiness review (TRR) for test 1.
8. Receive test article and test stand from Sierra Space for test 1.
9. Begin test 1.
10. Complete test 1.
11. Provide post-test data packages (summary of results) with SME interpretation and analysis for test 1.
12. Coordinate with Sierra Space to prepare the test article and test stand for return following completion of test 1.
13. Receive test article and test stand from Sierra Space for test 2.
14. Conduct TRR for test 2.
15. Begin test 2.
16. Complete test 2.
17. Provide post-test data packages (summary of results) with SME interpretation and analysis for test 2.

18. Coordinate with Sierra Space to prepare the test article and test stand for return following completion of test 2.
19. Receive test article and test stand from Sierra Space for test 3.
20. Conduct TRR for test 3.
21. Begin test 3.
22. Complete test 3.
23. Provide post-test data packages (summary of results) with SME interpretation and analysis for test 3.
24. Coordinate with Sierra Space to prepare the test article and test stand for return following completion of test 3.

B. Sierra Space will use reasonable efforts to:

1. Conduct an initial kick-off meeting.
2. Conduct monthly tagups with NASA on creep testing program.
3. Create a test requirements document (TRD) for the test program.
4. Deliver the test article and test stand for test 1.
5. Support the TRR for test 1.
6. Provide engineering support during test 1.
7. Review post-test data for test 1 and determine if there are impacts to subsequent testing.
8. Ship test article and test stand (if needed) back to Sierra Space facility following completion of test 1.
9. Deliver the test article and test stand for test 2.
10. Support the TRR for test 2.
11. Provide engineering support during test 2.
12. Analyze post-test data for test 2 and determine if there are impacts to subsequent testing.
13. Shipping of test article and test stand (if needed) back to Sierra Space facility following completion of test 2.
14. Deliver the test article and test stand for test 3.
15. Support the TRR for test 3.
16. Provide engineering support during test 3.
17. Review post-test data for test 3.
18. Ship test article and test stand (if needed) back to Sierra Space facility following completion of test 3.

ARTICLE 3. SCHEDULE AND MILESTONES

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

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| 1. Sierra Space will conduct monthly tagups with NASA MSFC on creep testing program | Monthly |
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| 2. Sierra Space will conduct an initial kickoff meeting | Effective Date + 1 week |
| 3. Sierra Space will create a test requirements document (TRD) for the test program | Effective Date + 6 weeks |
| 4. Sierra Space will deliver the test article and test stand for test 1 | Effective Date + 15 weeks |
| 5. NASA MSFC will conduct the TRR for test 1 | Milestone 4 + 2 weeks |
| 6. NASA MSFC will begin test 1 | Milestone 5 + 1 week |
| 7. NASA MSFC will complete test 1 | Milestone 6 + 1 week |
| 8. NASA MSFC will provide post-test data package (summary of results) with SME interpretation and analysis for test 1 | Milestone 7 + 5 weeks |
| 9. Sierra Space will review post-test data for test 1 and determine if there are impacts to subsequent testing | Milestone 7 + 5 weeks |
| 10. Sierra Space will deliver test article and test stand for test 2 | Milestone 7 + 4 weeks |
| 11. NASA MSFC will conduct TRR for test 2 | Milestone 10 + 2 weeks |
| 12. NASA MSFC will begin test 2 | Milestone 11 + 1 week |
| 13. NASA MSFC will complete test 2 | Milestone 12 + 8 weeks |
| 14. NASA MSFC will provide post-test data package (summary of results) with SME interpretation and analysis for test 2 | Milestone 13 + 5 weeks |
| 15. Sierra Space will review post-test data for test 2 and determine if there are impacts to subsequent testing | Milestone 13 + 5 weeks |

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| 16. Sierra Space will deliver test article and test stand for test 3 | Milestone 13 + 4 weeks |
| 17. NASA MSFC will conduct TRR for test 3 | Milestone 16 + 2 weeks |
| 18. NASA MSFC will begin test 3 | Milestone 17 + 1 week |
| 19. NASA MSFC will complete test 3 | Milestone 18 + 72 weeks |
| 20. NASA MSFC will provide post-test data package (summary of results) with SME interpretation and analysis for test 3 | Milestone 19 + 5 weeks |
| 21. Sierra Space will review post-test data for test 3 | Milestone 19 + 5 weeks |

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$2,164,163 for NASA to carry out its responsibilities under this Annex.

Payments shall be made as follows:

1. 30% due at signature
2. 30% with delivery of test article 2 (Milestone 10)
3. 40% with delivery of test article 3 (Milestone 16)

Each payment shall be marked with NASA MSFC and SAA8-2236912.1.

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 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 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:

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 three 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. RIGHT TO TERMINATE

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
Project Management Support
Mail Suite: HP40

SIERRA SPACE CORP.
Austin Kareiva
Project Manager
1722 Boxelder Street
Louisville, CO 80027-3137

Marshall Space Flight Center, AL 35812 Phone: (303) 999-5858
Phone: (256) 941-9539 austin.kareiva@sncorp.com
tracie.j.prater@nasa.gov

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 SIERRA SPACE CORP.
SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE
FLIGHT CENTER

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

BY:  _____
Logan Smith
Contracting Officer

DATE: _____

DATE: 08/12/2022 _____