

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GEORGE C. MARSHALL SPACE FLIGHT CENTER  
AND  
RELATIVITY SPACE, INC.  
UNDER  
SPACE ACT UMBRELLA AGREEMENT  
NO. SAA8-2033020, DATED 10/14/2020 (ANNEX NUMBER 3).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of development, testing and collaboration of welding technologies critical to the Relativity rocket. NASA will support design and testing of components developed by Relativity Space for this effort.

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. Carry out all project management tasks and host recurring meetings with Relativity Space.
2. Design weld tooling, procure material for weld tooling, and manufacture all weld tooling for the extent of the project.
3. Conduct all weld trials for weld joints specified per Relativity Space's direction.
4. Provide pin tool drawings and initial starting weld parameters for relativity Space's Production FSW equipment.
5. Perform non-destructive analysis of panels welded during development trials.
6. Perform all weld panel machining and post weld preparation required for post weld testing.
7. Conduct all destructive mechanical testing required for weld development.
8. Deliver a final report to Relativity Space with details related to welding development.
9. Deliver a specified number of welded panels and pin tools to Relativity Space for in house testing at Relativity Space.

- 10. Complete a project out brief with Relativity Space's welding team.
- 11. Support Relativity Space's in-house weld implementation as required for this annex.

B. Relativity will use reasonable efforts to:

- 1. Provide a full scope of work and list of actions required of NASA MSFC to support Relativity Space's welding development plan. (e.g. weld joint design, weld material combinations, weld process, etc.)
- 2. Deliver aluminum panels to NASA MSFC for welding development trials.
- 3. Communicate all schedule updates and project requirement changes to NASA in a timely manner.

ARTICLE 3. SCHEDULE AND MILESTONES

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

- |   |                              |
|---|------------------------------|
| 1. Relativity Space delivers a full scope of work and list of actions required of NASA MSFC.                            | Effective Date plus 1 week.  |
| 2. NASA MSFC completes weld tooling manufacturing.  | Effective Date plus 30 days. |
| 3. Relativity Space delivers aluminum panels to NASA MSFC for welding development trials.                               | Target July 2023             |
| 4. NASA MSFC provides pin tool drawings and initial starting weld parameters for Relativity's production FSW equipment. | Milestone 3 plus 1 month.    |
| 5. NASA MSFC completes Friction Stir Welding Development.   | Milestone 3 plus 3 months.   |
| 6. NASA MSFC delivers welded panels and pin tools to Relativity Space.  | Milestone 5 plus 2 weeks.    |
| 7. NASA MSFC delivers final report detailing the welding development effort.  | Milestone 5 plus 2 weeks.    |
| 8. NASA MSFC completes project out brief with Relativity Space's welding team.  | Milestone 7 plus 1 month.    |
| 9. NASA MSFC supports Relativity Space's weld implementation at their facilities  | Milestone 8 plus 1 year.     |

#### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$189,115 for NASA to carry out its responsibilities under this Annex. The Partner agrees to pay NASA MSFC \$100,000 prior to initiation of work under this Agreement and the balance of \$89,115 upon completion of Milestone 4 and prior to work beginning on Milestone 5.

Each payment shall be marked with MSFC SAA8-2033020 Annex 3.

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 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  
William Evans  
Welding Engineer  
Marshall Space Flight Center, AL  
35812  
Phone: 256.961.9829  
William.c.evans-1@nasa.gov

RELATIVITY SPACE, INC.  
Ethan Flathers  
2400 E. Wardlow Rd.  
Long Beach, CA 90807  
eflathers@relativityspace.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

RELATIVITY SPACE, INC.

BY: \_\_\_\_\_  
Mary E. Koelbl  
Director Engineering Directorate

DocuSigned by:  
BY: Muhammad Shahzad  
Muhammad Shahzad  
Chief Financial Officer

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

DATE: 5/18/2023