# ANNEX BETWEEN

# THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND SPACE EXPLORATION TECHNOLOGIES CORPORATION (SpaceX) UNDER SPACE ACT UMBRELLA AGREEMENT NO. KCA-4722 (ANNEX NUMBER 10)

#### ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing SpaceX with Imagery Support Services.

#### ARTICLE 2. RESPONSIBILITIES

## A. SpaceX shall:

- 1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for the services set forth herein.
- 2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
- 3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized SpaceX requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

# B. NASA KSC will use reasonable efforts to:

- 1. Provide SpaceX lab imagery services to include:
  - a. Provide stabilized high resolution and high-speed tracking imaging of Starship test flights.
  - b. Provide raw data and imaging to SpaceX following each test this service is contracted for.
- 2. Provide follow-up financial reports detailing the services provided and the associated cost.
- 3. Provide SpaceX with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

# ARTICLE 3. FINANCIAL OBLIGATIONS

SpaceX agrees to reimburse NASA an estimated cost of \$95,832.79 for NASA to carry out its responsibilities under this Annex. SpaceX shall mark each payment with Kennedy Space Center KCA-4722-10 and Annex number. SpaceX shall make advance payment to NASA for the services on an event-by-event basis. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify SpaceX of any impending need for additional funds.

#### ARTICLE 4. 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 November 15, 2027, 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 5. RIGHT TO TERMINATE

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

#### ARTICLE 6. 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 John F. Kennedy Space Center SpaceX

Jerad Merbitz
Customer Services Advocate
Spaceport Integration and Services
Mail Code: SI-I1

Kennedy Space Center, FL 32899-0001

Phone: 321-867-6010 Jerad.C.Merbitz@nasa.gov Ashish Sharma Hawthorne, CA Phone: 262-227-0668 Ashish.Sharma@spacex.com

#### ARTICLE 7. 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 8. <u>SIGNATORY AUTHORITY</u>

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.

BY:	BY:
Scott Koester	Space Exploration Technologies
Branch Chief	P.O. Box 286, Cape Canaveral, FL 32920
Mail Code: SI-I1	
Kennedy Space Center, FL 32899-0001	
DATE:	DATE: