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 15)

ARTICLE 1.   PURPOSE

This Annex shall be for the purpose of covering operations and maintenance cost for the NASA Pad Rescue Team's use of an MRAP in support of SpaceX Civilian Crew Missions.

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 the 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. Allow the NASA Pad Rescue Team to utilize a single MRAP for pad rescue support services for SpaceX civilian crew missions on a non-interference basis.

2. Provide follow-up financial reports detailing the services previously provided and the associated cost.

3. Provide SpaceX with updated estimates of services requested hereunder. 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

Partner agrees to reimburse NASA KSC an estimated cost of $2,627.13 on a per mission basis for a total of $49,915.54 for NASA KSC to carry out its responsibilities under this Annex.

SpaceX shall mark each payment with Kennedy Space Center KCA-4722 and Annex number. SpaceX shall make advance payment to NASA for the services on an event-by-event basis, 60 days in advance of planned event. 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. <u>INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS</u>

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 one (1) year.

ARTICLE 5. <u>TERM OF ANNEX</u>

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 6. <u>RIGHT TO TERMINATE</u>

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

ARTICLE 7. <u>POINTS OF CONTACT</u>

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

Technical Points of Contact

<u>NASA John F. Kennedy Space Center</u>   SpaceX

Jerad Merbitz   Cam Carter
Customer Services Advocate   SpaceX
Spaceport Integration and Services   47100 S.C Phillips Parkway
Mail Code: SI-I1   Cape Canaveral, FL 32920
Kennedy Space Center, FL 32899-0001   Phone: 321-730-4074
Phone: 321-867-6010   Michael.Taylor@spacex.com
Jerad.C.Merbitz@nasa.gov

ARTICLE 8. <u>MODIFICATIONS</u>

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 9. <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:_____
Spaceport Integration and Services   Space Exploration Technologies
Mail Code: SI-I1   P.O. Box 286, Cape Canaveral, FL 32920
Kennedy Space Center, FL 32899-0001

DATE:_____   DATE:_____