

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 16)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing SpaceX with KSC institutional, security, propellants, life support, occupational medicine, civil servant labor, and environmental health services necessary and incident to SpaceX's commercial launch and reentry efforts for thirty (30) SpaceX commercial 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. NASA KSC will use reasonable efforts to provide SpaceX with:
 - a. Technical shop and operational flight sheet support;
 - b. Flight hardware transport, K9 sweeps and roadblock Security support;
 - c. Ordering, receiving, storage, maintenance, and delivery of propellants, pressurants (including but not limited to gaseous helium (GHe), gaseous nitrogen (GN2), and hypergolic fuels/oxidizers), equipment and related ancillary laboratory support services;
 - d. Staging, maintenance, training, and inspection of life support equipment, which can include Self-Contained Atmospheric Protective Ensemble (SCAPE), Emergency Life Support Apparatus, Self-Contained Breathing Apparatus, or other respiratory equipment;
 - e. Commodity sampling and analysis;
 - f. Occupational Health Facility services in support of certifications (e.g SCAPE);

- g. Environmental Health Services such as pre-flight sampling of air and internal surfaces at processing facilities and/or flight vehicles for analyses and industrial hygiene consultation; and
 - h. Unmanned Aircraft Systems (UAS) imagery service.
 - i. Launch day helicopter surveillance support
- 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

A. Partner agrees to reimburse NASA an estimated cost of \$40,183,744.91 for NASA to carry out its responsibilities under this Annex. Each payment shall be marked with Kennedy Space Center KCA-4722-16

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 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 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

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. 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 Sep 30th, 2023 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. RIGHT TO TERMINATE

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

ARTICLE 7. 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

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

SpaceX

Tracy Thomas
47100 S.C Phillips Parkway
Cape Canaveral, FL 32920
Phone: 321-730-4070
Tracy.Thomas@spacex.com

ARTICLE 8. 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 9. 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.

BY: _____
Spaceport Integration and Services
Mail Code: SI-I1
Kennedy Space Center, FL 32899-0001

BY: _____
Space Exploration Technologies
P.O. Box 286, Cape Canaveral, FL 32920

DATE: _____

DATE: _____