

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND SPACE FLORIDA
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. KCA-4723 (ANNEX NUMBER 2)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Space Florida with Utilities including service demarcations.

ARTICLE 2. RESPONSIBILITIES

A. Space Florida shall:

1. Fully fund NASA in advance for agreed to tasking in accordance with the NASA KSC cost estimate for services to be provided.
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 Space Florida 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 Space Florida with recurring utilities that utilize NASA KSC's existing distribution system. NASA, in its sole discretion, may make changes to the utility service estimate to recover the full costs of such services; and such changes will be deemed conclusive and are not subject to legal claim, judicial review, or other appeal. NASA will provide Space Florida with an annual notice of utility service estimates, including notice of any adjustments to such estimates. Such notice will be provided on NASA Form KSC 50-202. NASA will initiate the form and provide it to Space Florida to facilitate scheduling of advanced quarterly deposits to NASA for the estimated costs.
2. Provide follow-up financial reports detailing the services previously provided and the associated cost.
3. Provide Space Florida 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.

4. Demarcation Points

- a. NASA's O&M responsibilities are identified by these telecommunication demarcation points at Exploration Park:
 - i. Communications - Fiber Optic Terminal #18 (FOT-018) at North Property Boundary on Range Road and within the Space Life Sciences Lab (SLSL) Communications Room 151.
 - ii. The first two Communication Maintenance Holes (MH) leaving M6-1025, Space Life Sciences Lab known as MH-62B and MH-62A have NASA locked covers that require NASA Communications contractor coordination for access control and conduit duct assignments. Duct improvements will be required when new cables are routed by others to prevent damage to existing cables during future cable expansion activities. Duct availability and improvements are managed by NASA IT & Communications Services. Reference Communication Infrastructure Map

- b. NASA's O&M responsibilities are identified by these Water and Wastewater demarcation points at Exploration Park:
 - i. Water- The water distribution system up to, and including the following backflow preventers:
 1. M6-1025 (Space Life Sciences Lab)
Exploration Park, Phase 2, as described in the Enhanced Use Lease DWG No 98K01980
 2. Any future backflow preventers for new service in
Exploration Park, Phase 1, as described in the Enhanced Use Lease DWG No 98K01980
 - ii. Wastewater - At the discharge of each of the lift stations installed in the future.
 1. Flushing Stations will only be utilized during construction phase and will be disabled by Partner after completion of construction. Flushing station is Partner's responsibility.

- c. NASA's O&M responsibilities are identified by these telecommunication demarcation points at SLSL, Building (M6-1025)
 - i. Communications: Communications Room 151, Fiber Optic Terminal #111 (FOT-111) and Main copper Distribution Frame #110 (MDF-110)
 - ii. The equipment located in Room 151, Rack 4.1 and Rack 4.2 provides service convenience for NASA to deliver Data services. Rack 4.1 supports NASA internal network services for Kennedy Complex Control System power metering and Electronic Security System Access Control for SLSL. Rack 4.2, T1 Multiplexer provides convenient T1 circuit support from Exploration Park tenets to deliver required 911 location information for emergency services.

- iii. Other equipment located in Room 151, on the wall is the Broadband Cable Distribution System (BCDS) amplifier as the demarcation for NASA cable television service.
- iv. KSC local Paging and Area Warning System (PAWS) demarcation are circuits ending on MDF-110.

COMMUNICATION INFRASTRUCTURE MAP



ARTICLE 3. FINANCIAL OBLIGATIONS

A. Partner agrees to pay NASA, in advance, an estimated cost of \$11,872,767.70 for NASA to carry out its responsibilities under this Annex. Support requirements will be monitored throughout the term of this Annex to ensure adequate funding is available before work is performed.

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 Partner activities at KSC.

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 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 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

Eric Haberle
Customer Advocate
Spaceport Integration and Services
Mail Code: SI-I1
Kennedy Space Center, FL 32899-0001
Phone: 321-360-6716
eric.haberle@nasa.gov

Space Florida

Anthony Maddox
Director of Facilities
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
321-730-5301 x118
amaddox@spaceflorida.gov

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 agree to the above terms and conditions.

BY: _____
Scott Koester
Customer Services and Integration Branch
KSC Spaceport Integration and Services
Directorate SI
Kennedy Space Center, FL 32899-0001

BY: _____
Denise Swanson
Space Florida
505 Odyssey Way, Suite 300
Exploration Park, FL 32953

DATE: _____

DATE: _____