

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 5)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Space Florida with KSC Institutional and Operational Support services including heavy equipment, high crew, launch equipment shop services, commercial payload offloading services and other miscellaneous institutional support services in support of Partner activities.

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.
4. Provide all raw materials needed for fabrication and the associated Material Safety Data Sheets (MSDS).
5. Dispose of any hazardous waste generated by KSC's provision of services.

B. NASA KSC will use reasonable efforts to:

1. Provide Space Florida with Launch Equipment Support (LES) Shop services, High Crew support services to enable access to flight hardware or ground support equipment, commercial payload offloading support and miscellaneous institutional support services.
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.

ARTICLE 3. FINANCIAL OBLIGATIONS

A. Partner agrees to pay NASA, in advance, an estimated cost of \$388,747.77 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 time specified in a separate technical document associated with this Annex.

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

Space Florida

Customer Advocate
Spaceport Integration and Services
Mail Code: SI-I1
Kennedy Space Center, FL 32899-0001
Phone: 321-861-6380
eric.haberle@nasa.gov

Jimmy Moffitt
Senior Director Launch & Flight Operations
505 Odyssey Way, Suite 300
Exploration Park, FL 32953
321-730-5301 x115
jmoffitt@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: _____