

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GODDARD SPACE FLIGHT CENTER
AND INTUITIVE MACHINES, LLC
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. 34137, DATED 5/26/2021 (ANNEX NUMBER 5).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing Space Science Mission Operations services on a reimbursable basis to Intuitive Machines, LLC ("IM") in support of IM's development of lunar robotic technologies and capabilities. This Annex shall involve the opportunity to conduct "live sky" tests to downlink Lunar Reconnaissance Orbiter ("LRO") housekeeping telemetry data and radiometric data via S-band at the Morehead Ground Station to the Intuitive Machines' Base Band Unit (hereinafter "BBU") under the 21meter dish. The purpose of these tests is to ensure the IM Lunar Ground Segment is verified. This Annex shall also allow the opportunity to conduct additional "live sky" tests with LRO via S-band at other IM-contracted Ground Stations to the IM Base Band Units under each dish. These IM-owned BBUs at each Ground Station location are solely connected to Nova Control in Houston and collectively form the IM Lunar TT&C Network ("LTN"). .

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

ARTICLE 2. RESPONSIBILITIES

A. NASA GSFC will use reasonable efforts to:

1. NASA will provide expertise to assist IM in Telemetry, Tracking and Communication.
2. Provide LRO documentation required to execute S-band RF downlink and radiometric testing (e.g., LRO Radio Frequency Interface Control Document).
3. Ensure LRO transmits S-band RF at the specified times.

B. Partner will use reasonable efforts to:

1. Work with existing IM-contracted Ground Stations to schedule passes to receive LRO telemetry.
2. Deliver recorded data to LRO team for verification.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

Agreement on Test Date(s)	Effective Date of Annex (EDA)
IM-LRO Technical Interchange Meeting	EDA + 1 week
IM configure ground station system	EDA + 2 weeks
IM conducts test and gathers results	EDA + 6 weeks

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$5,720 for NASA to carry out its responsibilities under this Annex. Each payment shall be marked with [insert Center and Annex number]. 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 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 within [insert timeframe, cannot exceed one year] 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 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. 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. B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided. 1. Background Data: The Disclosing Party's Background Data, if any, will be identified in a separate technical document. 2. Third Party Proprietary Data: The Disclosing Party's Third-Party Proprietary Data, if any, will be identified in a separate technical document. 3. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document. 4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: None

ARTICLE 6. 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 one year from the Effective Date, 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 7. RIGHT TO TERMINATE

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

ARTICLE 8. POINTS OF CONTACT

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

Management Points of Contact

NASA Goddard Space Flight Center
Rich Burns
Project Manager
Mail Stop: 8800 Greenbelt Road, Greenbelt,
Maryland 20771
8800 Greenbelt Road
Greenbelt, Maryland 20771
Phone: 301-286-9818
rich.burns@nasa.gov

INTUITIVE MACHINES, LLC
Jack Fischer
VP, Production and Operations
Intuitive Machines Spaceport
13467 Columbia Shuttle St.
Houston, TX 77059
Phone: 720-487-0443
jfischer@intuitivemachines.com

ARTICLE 9. 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 10. 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.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
GODDARD SPACE FLIGHT CENTER

BY: _____
Cathy Richardson
Director of Flight Projects Directorate

DATE: _____

INTUITIVE MACHINES, LLC

Jack
Fischer
BY: _____
Jack Fischer
VP, Production and Operations

Digitally signed by
Jack Fischer
Date: 2023.11.08
12:26:12 -06'00'

DATE: 8 November, 2023

