

ANNEX 1
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
VASPER SYSTEMS CALIFORNIA, LLC
UNDER SPACE ACT UMBRELLA AGREEMENT
SAA2-403788, DATED **TBD** (ANNEX ONE).

ARTICLE 1. PURPOSE

This the purpose of this Annex One to the Reimbursable Space Act Umbrella Agreement SAA2-403788 (the “Umbrella Agreement”) between National Aeronautics and Space Administration Ames Research Center (“NASA” or “NASA ARC”) and VASPER SYSTEMS CALIFORNIA, LLC (“Partner” or “Vasper”) is for NASA to provide electrical, gas, water, and sewer services (“Utilities”) to the Vasper leased space in Building 554 Room 101 of approximately 4,119 square feet of lab space, and use of land and Mobile Lab/Storage comprising of approximately 11,875 square feet, as described in Lease [402509].

For Utilities, NASA ARC has determined that utilities at Vasper’s leased space are most appropriate to be distributed directly through ARC’s utility distribution system. Given the location and availability of current utility connections and the practical challenges of establishing separate connections, there is no direct access to the local utility providers for Vasper other than through NASA's existing distribution of utilities.

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 ARC will use reasonable efforts to:

For Utilities:

1. Provide distribution systems for electrical, gas, water, and sewer services (collectively “Utilities”).
2. Collect costs for all Utilities consumed through NASA distribution systems and perform at minimum a fiscal year reconciliation.

B. Partner will use reasonable efforts to:

For Utilities:

1. Reimburse to NASA, by the 1st of each quarter month, the estimated utilities for the Premise as stated in the current fiscal year payment schedule.
2. Pay any additional incurred utility costs in excess of the estimated rates, per actual consumption, after utility bill is received and after the fiscal year end reconciliation.

ARTICLE 3. SCHEDULE AND MILESTONES

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

| Milestone | Schedule |
|-----------------------------------------------|-----------------|
| Provide reimbursement for utilities (Vasper) | Quarterly |

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$20,700.00 for NASA to carry out its responsibilities under this Annex.

Utilities Payment Schedule:

| | |
|-----------------|---------------------|
| October 1, 2023 | \$ 6,900.00 |
| January 2, 2024 | \$ 6,900.00 |
| March 1, 2024 | \$ 6,900.00 |
| Total | \$ 20,700.00 |

Each payment shall be marked with [ARC SAA2-403788-1].

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, and nine (9) months 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 Ames Research Center
Martha del Alto
Agreement Manager

VASPER SYSTEMS CALIFORNIA, LLC
David Kinnear
Director of Operations

Moffett Field, CA 94035
Phone: 650-279-6370
martha.e.delalto@nasa.gov

NASA Research Park, Building 554, Suite 101
Moffett Field , CA 94035-0001
Phone: 650-776-0296

Nazaret C. Galeon
Account Manager
Mail Suite: n/a
M/S 554
NASA Research Park, Building 554, Suite 101
Moffett Field , CA 94035-0001
Phone: 650-604-2014
Fax: n/a
nazaret.c.galeon@nasa.gov

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
AMES RESEARCH CENTER

VASPER SYSTEMS CALIFORNIA, LLC
N/A

BY: _____
Eugene Tu
Center Director

BY: 
Peter Wasowski
Founder/CEO

DATE: _____

DATE: SEPT 29, 2023