

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GEORGE C. MARSHALL SPACE FLIGHT CENTER  
AND  
FENIX SPACE, INC.  
UNDER  
SPACE ACT UMBRELLA AGREEMENT  
NO. SAA8-2339985, DATED \_\_\_\_\_  
NO. SAA8-2339985.1

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing Subject Matter Experts (SMEs) to attend Fenix Space engine design reviews for the purpose of providing feedback on engine development approach, design, analysis methods, fluid control devices, materials, manufacturing methods, and test approach. Meetings may be as often as once each week or could be spaced out more depending on progress and pace. Additionally, bi-weekly engine status meetings will be supported.

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 MSFC will use reasonable efforts to:

1. Provide access to SMEs to support engine design reviews.
2. Provide comments on engine design review products.
3. Attend bi-weekly engine design status meetings.

B. Partner will use reasonable efforts to:

1. Establish the engine design review meetings and areas of expertise desired for support by NASA MSFC.
2. Provide engine design review products.
3. Host bi-weekly engine design status meetings.

ARTICLE 3. SCHEDULE AND MILESTONES

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

1. Fenix to establish the engine design review meetings and areas of expertise desired for support by NASA MSFC As needed

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|--|--|
| 2. Fenix to provide engine design review products                              | Effective Date + 2 weeks                 |
| 3. NASA MSFC to provide comments on engine design review products              | As needed                                |
| 4. Fenix to host and NASA MSFC support bi-weekly engine design status meetings | Effective Date + 2 weeks, then bi-weekly |

#### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA MSFC an estimated cost of \$25,000 for NASA to carry out its responsibilities under this Annex.

Each payment shall be marked with MSFC and SAA8-2339985.1

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 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 within 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:  
None

2. Third Party Proprietary Data:  
None
3. Controlled Government Data:  
None
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 two years 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.

##### Technical Points of Contact

NASA George C. Marshall Space  
Flight Center  
Kimberly Olesen-Patrick  
Aerospace Flight Systems Engineer  
Mail Suite: ER12  
Marshall Space Flight Center, AL  
35812  
kimberly.j.olesen-patrick@nasa.gov

FENIX SPACE, INC.  
Paul Phillipsen  
294 S. Leland Norton Way, Suite 3  
San Bernardino, CA 92408-0131  
Phone: 916-804-2000  
paul.phillipsen@fenixspace.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  
GEORGE C. MARSHALL SPACE  
FLIGHT CENTER

FENIX SPACE, INC.

BY: \_\_\_\_\_  
Donald W. Holder  
Director, Engineering Directorate

BY: \_\_\_\_\_  
Jason Lee  
Chief Executive Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_