

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND
VAYA SPACE INCORPORATED
UNDER
SPACE ACT UMBRELLA AGREEMENT
NO. SAA8-2339817, DATED JANUARY 18, 2024
NO. SAA8-2339817.1

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing expert assessments and technical consultation regarding the design, manufacturing, and testing of rocket engines developed by VSI.

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

NASA will use reasonable efforts to:

1. Provide access to technical experts to perform engineering consultation services for rocket engine components and related subsystems.
2. Communicate through regularly scheduled meetings or through phone calls or emails to provide status, interim assessments, or to coordinate activities.
3. Support design review meetings.
4. Deliver written feedback to document findings, recommendations, analysis, and related comments.

VSI will use reasonable efforts to:

1. Provide access to the technical information required for NASA MSFC to perform the consultation activities requested by the Partner, including design and operations information, vendor materials and manufacturing information, test plans and test operations documentation, and analyses.
2. Establish regularly scheduled meetings and/or calls for NASA MSFC consultation.

ARTICLE 3. SCHEDULE AND MILESTONES

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

1. VSI to establish regularly scheduled meetings and/or calls for NASA MSFC consultation Effective Date + 1 month
2. VSI to provide access to technical information required for NASA MSFC to perform the consultation activities requested by the Partner Effective Date + 2 months
3. NASA MSFC to provide access to technical experts to perform engineering consultation services for rocket engine components and related subsystems Milestone 2 + 2 weeks
4. NASA MSFC to support design review meetings As needed
5. NASA MSFC to deliver written feedback to document findings, recommendations, analysis, and related comments As needed

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$79,888 for NASA MSFC to carry out its responsibilities under this Annex.

Each payment shall be marked with MSFC and SAA8-2339817.1.

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

Derek O'Neal

Engineer

Mail Suite: ER13

Marshall Space Flight Center, AL 35812

Phone: 256-544-2543

derek.oneal@nasa.gov

VAYA Space Incorporated

Robert Fabian

Chief Operating Officer

2941 Oxbow Circle

Cocoa, FL 32926

Phone: 805-304-2940

Fax: 561-843-0841

rob@vayaspace.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

VAYA SPACE INCORPORATED

BY: _____
Larry Leopard
Associate Director, Technical

BY: _____
Leonardo Riera
Chief Strategy Officer



DATE: _____

DATE: _____