

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
GEORGE C. MARSHALL SPACE FLIGHT CENTER  
AND  
URSA MAJOR TECHNOLOGIES, INC.  
UNDER  
SPACE ACT UMBRELLA AGREEMENT  
NO. SAA8-2442011, DATED \_\_\_\_\_  
SAA8-2442011.1

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing technical assessment and consultation services for Ursa Major's propulsion systems development.

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. Support kickoff meeting.
2. Provide access to technical experts to perform engineering services support (including design, analysis, and data review), process development, tools and training or consultation for concept studies, development, testing and launch/flight ops associated with propulsion systems.
3. Conduct meetings to provide status, interim assessments, and coordinate upcoming activities.
4. Deliver feedback summarizing findings from reviews of Partner-provided documentation, test data, and NASA-provided analysis.

B. Partner will use reasonable efforts to:

1. Conduct a kickoff meeting.
2. Provide access to pertinent component/propulsion system design, development, and operations/test documentation and / or analyses at Partner's discretion.
3. Provide access to technical experts to define criteria required to perform analysis at Partner's discretion.
4. Provide access to pertinent component or engine design or test data at Partner's discretion.
5. Support activity status, out-brief, and coordination meetings as needed.

### ARTICLE 3. SCHEDULE AND MILESTONES

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

- |   |                         |
|---|-------------------------|
| 1. Ursa Major will conduct a kickoff meeting  | Effective Date + 1 week |
| 2. Ursa Major to provide access to pertinent component/engine system design, development, and operations/test documentation and/or analyses at Partner's discretion | Milestone 1 + 1 month   |
| 3. Ursa Major to provide access to technical experts to define criteria required to perform analysis at Partner's discretion  | Milestone 2 + 1 month   |
| 4. Ursa Major to provide access to pertinent component or engine, design or test data at Partner's discretion   | Milestone 3 + 1 month   |
| 5. NASA MSFC will conduct meetings to provide status, interim assessments, and coordinate upcoming activities   | As needed               |
| 6. NASA MSFC to provide input on findings from reviews and analysis   | As needed               |

### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$36,024.98 for NASA to carry out its responsibilities under this Annex.

Each payment shall be marked with MSFC and SAA8-2442011.1.

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 ten 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. TERMINATION

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

Ursa Major Technologies Inc.

Center  
Jason Thrasher  
Engine Systems SME  
Mail Suite: ER12  
Marshall Space Flight Center, AL 35812  
Phone: 256.961.2188  
jason.s.thrasher@nasa.gov

Brad Appel  
Chief Technology Officer  
19750 Co Rd 7  
Berthoud, CO 80513-3358  
brad@ursamajor.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

URSA MAJOR TECHNOLOGIES,  
INC.

BY: \_\_\_\_\_  
Lisa Bates  
Director, Engineering Directorate

BY:  \_\_\_\_\_  
Bill Nash  
Chief Financial Officer

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

DATE: 12/19/2024







# 42011\_SAA8-2442011 eSign Ursa Major 12.17.2024

Final Audit Report

2024-12-19

Created:	2024-12-19
By:	Monica Bittner (monica@ursamajor.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu8_o9IEQiwHxGK8ivD8XqhxUdsqMe6z-

## "42011\_SAA8-2442011 eSign Ursa Major 12.17.2024" History

-  Document created by Monica Bittner (monica@ursamajor.com)  
2024-12-19 - 5:01:39 PM GMT
-  Document emailed to bill.nash@ursamajor.com for signature  
2024-12-19 - 5:04:30 PM GMT
-  Email viewed by bill.nash@ursamajor.com  
2024-12-19 - 7:17:45 PM GMT
-  Signer bill.nash@ursamajor.com entered name at signing as William (Bill) Nash  
2024-12-19 - 7:18:53 PM GMT
-  Document e-signed by William (Bill) Nash (bill.nash@ursamajor.com)  
Signature Date: 2024-12-19 - 7:18:55 PM GMT - Time Source: server
-  Agreement completed.  
2024-12-19 - 7:18:55 PM GMT