

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND RELATIVITY SPACE, INC.
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. KCA-4678, (ANNEX NUMBER 11)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Relativity Space with ground-based tracker imagery and Unmanned Aerial Systems (UAS) imagery, including videography and photography support, for requested Terran R operations and launches from Cape Canaveral Space Force Station (CCSFS) Space Launch Complex (SLC)-16.

ARTICLE 2. RESPONSIBILITIES

A. Relativity Space will:

1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for the services set forth herein.
2. Forward advance payments to NASA in accordance with its Umbrella Agreement.
3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

B. NASA KSC will use reasonable efforts to:

1. Provide Relativity Space with ground-based tracker imagery and digital media collection (videography) for Terran R operations and launches from CCSFS SLC-16 as detailed in the Task Order Request (TOR).
2. Provide Relativity Space with aerial imagery (videography/photography) via UAS/UAV for Terran R operations and launches from CCSFS SLC-16 as detailed in the Task Order Request (TOR).
3. Provide Relativity Space with financial reports detailing the services provided and the associated cost.
4. Provide Relativity Space with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$10,648.12, in advance, for NASA to carry out its responsibilities under this Annex. Support requirements and fund balance will be monitored by NASA throughout the term of this Annex to ensure adequate funding is available before services are provided. NASA will provide Partner initial deposit requirements upon agreement start to ensure sufficient funding is available to support Partner requirements. Each payment shall be marked with Kennedy Space Center and KCA-4678-11.

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 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 Partner activities at KSC. 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).

C. Payment shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (choose one form of payment):

1. U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System, pay.gov;
2. Online at <https://paygov.nssc.nasa.gov/>; or
3. Check. A check should be payable to NASA and sent to:

NASA Shared Services Center
For the Accounts of: John F. Kennedy Space Center
Bldg 1111, Jerry Hlass Rd.
Stennis Space Center, MS 39529

Payment by electronic transfer [#1 or #2, above], is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. 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). All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

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 (1) year.

ARTICLE 5. 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 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 6. RIGHT TO TERMINATE

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

ARTICLE 6. 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 John F. Kennedy Space Center

William R. Heidtman
Customer Services Advocate
Spaceport Integration and Services
Mail Code: SI-I2
Kennedy Space Center, FL 32899
321-861-9339
william.r.heidtman@nasa.gov

Relativity Space, Inc

Joe Bussenger
Director, Launch Operations
Relativity Space, Inc
3500 East Burnett Street
Long Beach, CA
Phone: 215-771-5922
jbussenger@relativityspace.com

ARTICLE 7. 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 8. 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.

BY: _____

Scott Koester
Customer Services and Integration Branch
KSC Spaceport Integration and Services
Directorate SI
Kennedy Space Center, FL 32899-0001

BY: _____

Joe Bussenger
Director, Launch Operations
Relativity Space, Inc.
3500 East Burnett Street
Long Beach, CA

DATE: _____

DATE: _____