#### ANNEX NO.2 BETWEEN

# THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION JOHN F. KENNEDY SPACE CENTER AND ROCKET CRAFTERS, INC DBA VAYA SPACE UNDER SPACE ACT UMBRELLA AGREEMENT KCA-4700

### ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Vaya Space with NASA subject matter expert (SME) Engineering support and resources for the review of required deliverables in support of partner's request to perform vertical engine/stage testing at LC-48, including load analyses, concept of operations, and Technical Interchange Meetings (TIMs).

#### ARTICLE 2. RESPONSIBILITIES

# A. Vaya Space shall:

1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for the services set forth herein.

2. Per Umbrella Agreement, request and coordinate services appropriately via e-mail with adequate advance notice by authorized Vaya Space requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form.

#### B. NASA KSC will use reasonable efforts to:

- 1. Provide review/consultation of partner supplied load analyses, both static and dynamic, of their designed engine test stand /mount to the LC-48 pad structure, in support of their vertical engine test campaign.
- 2. Provide review/consultation of partner supplied plan to mitigate damage to LC-48 pad structure and any associated NASA infrastructure
- 3. Provide SME support/consultation to the partner to understand their test concept of operations, engine/stage characteristics, loads, test firings, test setups, operating/test procedures and associated walkdowns and verifications.

#### ARTICLE 3. FINANCIAL OBLIGATIONS

In accordance with the Umbrella Agreement, Vaya Space must pay to NASA in advance of task initiation, the estimated cost of \$7,925.46 or NASA to carry out its responsibilities under this Annex. Vaya Space shall mark payments with Kennedy Space Center KCA-4700 Annex 2. Support requirements will be monitored throughout the term of this Annex to ensure adequate funding is available before work is performed.

#### ARTICLE 4. 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 until December 31, 2023. The Annex automatically expires upon the expiration of the Umbrella Agreement.

# ARTICLE 5. 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

# Vaya Space

Martin McClellan Strategic Supply Chain Analyst 305 Brevard Ave. Cocoa, FL Phone: 321-759-5955 martin.mcclellan@vayaspace.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

By signing below, the signatories covenant and warrant that they have authority to execute this Modification and hereby agree to the terms and conditions as modified.

| ADMINISTRATION JOHN F. KENNEDY SPACE CENTER  | Rocket Crafters, Inc DBA Vaya Space |
|--|-------------------------------------|
| BY: Scott W. Koester   | BY:<br>Robert A. Fabian             |
| Customer Services and Integration Branch<br>KSC Spaceport Integration and Services | President                           |
| DATE:  | DATE:                               |