

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND SPACE EXPLORATION TECHNOLOGIES CORPORATION (SpaceX)
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. KCA-4722 (ANNEX NUMBER 5)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing SpaceX with commodities (GHe, GN2, LO2, LN2, Water, Electric)

ARTICLE 2. RESPONSIBILITIES

A. SpaceX 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 SpaceX 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.
4. Provide NASA with at least a three-month forecast of commodity usage at the first of every month.

B. NASA KSC will use reasonable efforts to:

1. Provide SpaceX with utilities and propellant commodities for non-launch and reentry related activities. These commodities include Gaseous Nitrogen, Gaseous Helium, breathing air and liquid air for use in association with those non-launch and reentry activities. The commodities may be requested for delivery via portable pressure vessels such as compressed gas trailers (CGTs), dewars or directly from the GN2 or Helium pipelines.
2. Provide SpaceX with follow-up financial reports detailing the commodities provided and the associated cost.
3. Provide SpaceX with an annual estimate for 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 \$41,172,805.22 for NASA to carry out its responsibilities under this Annex. Each payment shall be marked with Kennedy Space Center KCA-4722-5

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 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 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 November 17, 2027, 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 6. RIGHT TO TERMINATE

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

ARTICLE 7. 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

Jerad Merbitz
Customer Advocate
Spaceport Integration and Services
Mail Code: SI-I1
Kennedy Space Center, FL 32899-0001
Phone: 321- 867-6010
Jerad.C.Merbitz@nasa.gov

SpaceX

Tracy Thomas
47100 S.C Phillips Parkway
Cape Canaveral, FL 32920
Phone: 321-730-4070
Tracy.Thomas@spacex.com

ARTICLE 8. 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 9. 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: _____
Spaceport Integration and Services
Mail Code: SI
Kennedy Space Center, FL 32899-0001

BY: _____
Space Exploration Technologies
P.O. Box 286, Cape Canaveral, FL 32920

DATE: _____

DATE: _____