

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND
BLUE ORIGIN, LLC
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. SAA8-2338142, DATED _____
ANNEX NUMBER SAA8-2338142.1

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of supporting the lease of Building 4666 by providing utilities. These services will be provided on a fully reimbursable basis.

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. Provide on a fully reimbursable basis for the utility services as shown in the 4666 Utilities Table.
2. Notify and coordinate utility outages with the tenant as needed.

B. Partner will use reasonable efforts to:

1. Reimburse NASA the costs of services performed in accordance with the terms of this Agreement.
2. Allow NASA to perform utility outages as requested.

ARTICLE 3. SCHEDULE AND MILESTONES

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

1. NASA will activate services September 1, 2023

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$149,505.78 for NASA to carry out its responsibilities under this Annex.

Payment One (Sep 1, 2023 – Sep 30, 2023) due upon final signature \$2,257.80

Payment Two	(Oct 1, 2023 – Sep 30, 2024) due before Oct 1, 2023	\$27,278.19
Payment Three	(Oct 1, 2024 – Sep 30, 2025) due before Oct 1, 2024	\$29,133.38
Payment Four	(Oct 1, 2025 – Sep 30, 2026) due before Oct 1, 2025	\$30,151.75
Payment Five	(Oct 1, 2026 – Sep 30, 2027) due before Oct 1, 2026	\$31,191.39
Payment Six	(Oct 1, 2027 – Aug 31, 2028) due before Oct 1, 2027	\$29,493.28

Each payment shall be marked with NASA MSFC and SAA8-2338142.1.

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. LIABILITY

For the responsibilities and activities conducted under this Annex, and any claims arising thereunder, the following sentence shall be added to the end of Paragraph C, Article 8 (titled "Liability") of the Umbrella Agreement:

Partner's liability for such repair and restoration shall not exceed \$250,000.00.

ARTICLE 6. 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:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

None

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

None

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

None

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

ARTICLE 7. 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 five 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 8. RIGHT TO TERMINATE

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

ARTICLE 9. 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
Will Landers
MSFC Project Manager
Mail Suite: Bldg 4650, Morris Road
Marshall Space Flight Center, AL 35812
Phone: 256-544-1488
william.landern@nasa.gov

BLUE ORIGIN, LLC
Dan Shafer
MSFC Site Director
21218 76th Avenue S
Kent , WA 98032-2442
Phone: 850-226-2234
dshafer@blueorigin.com

ARTICLE 10. 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 11. 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

BLUE ORIGIN, LLC

BY: _____
Robert Champion
Director, Office of Center Operations

BY: _____
Candy Guerrero
Sr. Manager, Subcontracts

DATE: _____

DATE: _____