

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND
PLASMA PROCESSES, INC.
UNDER
SPACE ACT UMBRELLA AGREEMENT
NO. SAA8-2237691, DATED 12/9/2022
SAA8-2237691.2

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of continuing the design, development, test and evaluation (DDT&E) process of a thruster valve. ER completed a One Newton (1N) thruster valve specification as part of a previous annex to establish the necessary requirements for the DDT&E to produce a flight-qualified valve. A development valve has been designed to the specification through the normal process of System Requirements Review, Conceptual Design Review, Preliminary Design Review, Critical Design Review, and Design Certification Review. A qualification valve will be fabricated and tested to demonstrate the design satisfies all specification requirements. Flight valves will be fabricated and subjected to a qualification test program to verify all specification requirements are satisfied. Flight valves will be fabricated, and acceptance tested and delivered to the Partner, along with all the documentation necessary for Certification of Flight Readiness.

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

NASA will use reasonable efforts to:

1. Fabricate parts for 20 units.
2. Complete a qualification test program on one unit.
3. Acceptance test 16 units as a minimum. One unit will be designated as a qualification unit. The remaining units will be delivered to the Partner.
4. Complete a deliverable, acceptance data package for each deliverable unit.
5. Complete a qualification test report documenting the test procedures and results.

Plasma Processes will use reasonable efforts to:

1. Support discrepancy reviews.
2. Review the procedures prior to test, provide input, and support testing as desired.

3. Review the acceptance data packages and provide any questions or feedback to NASA MSFC.
4. Review the report and provide any questions or feedback to NASA MSFC.

ARTICLE 3. SCHEDULE AND MILESTONES

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

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|--|--------------------------------|
| 1. NASA MSFC will fabricate parts for 20 units | Effective date + 8 months |
| 2. Partner to review the procedures prior to test, provide input, and support testing as desired. | Before initiation of each test |
| 3. NASA MSFC will complete a qualification test program on one unit | Milestone 1 + 1 month |
| 4. NASA MSFC will acceptance test 16 units as a minimum. One unit will be designated as a qualification unit. The remaining units will be delivered to the Partner | Milestone 1 + 2 months |
| 5. NASA MSFC will complete a deliverable, acceptance data package for each deliverable unit | Milestone 3 + 1 week |
| 6. NASA MSFC will complete a qualification test report documenting the test procedures and results | Milestone 4 + 2 weeks |
| 7. Partner to review the acceptance data packages and provide any questions or feedback to NASA MSFC | Milestone 5 + 1 week |
| 8. Partner to review the report and provide any questions or feedback to NASA MSFC | Milestone 6 + 2 weeks |

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$557,992.00 for NASA to carry out its responsibilities under this Annex.

Each payment shall be marked with MSFC SAA8-2237691.2.

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. RIGHT TO TERMINATE

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 Center
David Eddleman
Branch Chief
Mail Suite: ER14
Marshall Space Flight Center, AL 35812
Phone: 256-427-3676
david.e.eddleman@nasa.gov

Plasma Processes, Inc.
Daniel Cavender
Propulsion Director
4914 Moores Mill Road
Huntsville, AL 35811-1558
Phone: 256-759-0461
dcavender@rubicon-space.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

PLASMA PROCESSES, INC.

BY: _____
Mary E. Koelbl
Director Engineering Directorate

BY: _____
Daniel Cavender
Propulsion Director

DATE: _____

DATE: _____