

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
JOHN F. KENNEDY SPACE CENTER  
AND SPACE FLORIDA  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. KCA-4723 (ANNEX NUMBER 4)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Space Florida with Propellant Services and Commodities. NASA KSC can provide a wide range of propellant services to Space Florida.

ARTICLE 2. RESPONSIBILITIES

A. Space Florida shall:

1. Fully fund NASA in advance for agreed to tasking in accordance with the NASA KSC cost estimate for services to be provided.
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 Space Florida 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. Ensure propellants purchased pursuant to this Agreement are intended for use at KSC (including Exploration Park) and Cape Canaveral Space Force Station (CCSFS). Space Florida and affiliates must not transport or store propellants purchased pursuant to this Agreement outside KSC/CCSFS without prior coordination and authorization from the NASA assigned Customer Advocate.

B. NASA KSC will use reasonable efforts to:

1. Provide Space Florida propellant services for non-mission related and potential unplanned/emergency support activities. The services include pipeline labor fees associated with the gaseous helium pipeline that services KSC facilities occupied by Space Florida or its Tenants.
2. Provide Space Florida 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.

3. Provide follow-up financial reports detailing the services previously provided and the associated cost.
4. Provide Space Florida 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 pay NASA, in advance, an estimated cost of \$566,330.98 for NASA to carry out its responsibilities under this Annex. Support requirements will be monitored throughout the term of this Annex to ensure adequate funding is available before work is performed.

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.

### 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 time specified in a separate technical document associated with this Annex.

### 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 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

Eric Haberle  
Customer Advocate  
Spaceport Integration and Services  
Mail Code: SI-11  
Kennedy Space Center, FL 32899-0001  
Phone: 321-861-6380  
eric.haberle@nasa.gov

Space Florida

Jimmy Moffitt  
Senior Director Launch and Flight Operations  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32953  
321-730-5301 x115  
jmoffitt@spaceflorida.gov

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 agree 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: \_\_\_\_\_  
Howard Haug  
Space Florida  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32953

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_