

ANNEX ONE  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
JOHN C. STENNIS SPACE CENTER  
AND  
EVOLUTION SPACE, INC.  
UNDER SPACE ACT UMBRELLA AGREEMENT  
SSAA-1053-0213

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of providing propulsion test-related facilities and services to support hot fire testing of propulsion devices (test articles).

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 SSC will use reasonable efforts to:

1. Provide a facility, the E-3 Test Stand, for Partner to conduct hot fire testing of propulsion devices on partner provided test skid assemblies.
2. Support and coordinate as necessary all aspects of propulsion testing at the E-3 Test Stand and in the E-Complex Facility as required by Partner.
3. Provide facility infrastructure and support systems design, modifications, and checkouts as necessary to support planned interfaces with Partner test articles.
4. Assist with the on-site transportation of test articles to the E-3 Test Stand as required by partner and NASA site safety standards.
5. Review and assess the readiness of the Partner's test article, test article subsystems, and procedures to proceed into hot fire testing on the E-3 Test Stand.
6. Provide task order preparation and support as needed by Partner to utilize NASA Stennis support contracts for shops, labs, and other on-demand services.

B. Partner will use reasonable efforts to:

1. Fabricate and install thrust take out structures and thrust frame adapters as needed for hot fire testing of propulsion devices.
2. Install blast protection to protect the E-3 Test Stand during hot fire test operations.
3. Provide all test articles and associated test skid assemblies.
4. Provide and operate data and control systems needed to test propulsion devices.
5. Hold a test readiness review with NASA SSC prior to the first hot fire at the E-3 Test Stand.
6. Conduct test operations on a non-inference basis with other E-Complex test projects.

ARTICLE 3. SCHEDULE AND MILESTONES

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

Authority to Proceed (ATP)	Upon signature of Annex One and funding received
Begin test cell build-up	January 2024
Test article Install	March 2024
Begin test operations	March 2024
Targeted completion of test operations	June 2024

#### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$148,000 for NASA to carry out its responsibilities under this Annex.

Payment Milestone	Estimate Delivery Date	Amount
1. Project Setup, Planning, and Engineering Design	Upon Signature of RSAA	\$36,000
2. Test Stand Build Up	December 2023	\$26,000
3. Test Article Install and Initial Testing Series	February 2024	\$48,000
4. Final Testing Series and Project Closeout	April 2024	\$38,000

Each payment shall be marked with "NASA Stennis Space Center, SSAA-1050-0214, Annex One."

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 180 days 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: Prior to issuing such direction, NASA will consider input from Partner and other factors such as the extent to which damage was attributable to the

activity and the respective responsibilities of each Party as described in the Agreement.

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 two years.

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.
2. Third Party Proprietary Data: The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
3. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
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 and shall remain in effect until the completion of all obligations of both Parties hereto, or two (2) years, 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. MANAGEMENT POINTS OF CONTACT

The following personnel are designated as the Management Points of Contact between the Parties in the performance of this Annex.

NASA Stennis Space Center  
Richard Rauch  
Project Manager  
Stennis Space Center, MS 39529  
Phone: 228-332-1945  
Email: richart.t.rauch@nasa.gov

Evolution Space, Inc.  
Steve Heller  
3220 21st Street  
Zion, IL 60083-1428  
Phone: 203-273-8718  
Email: steve@evolutionspace.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

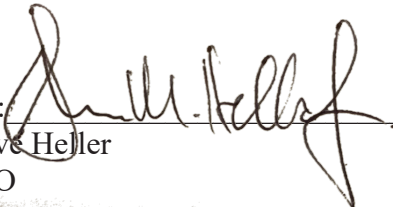
The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

National Aeronautics and Space Administration  
John C. Stennis Space Center

Evolution Space, Inc.

BY: **RICHARD GILBRECH**  
Richard J. Gilbrech, Ph.D.  
Center Director

Digitally signed by  
RICHARD GILBRECH  
Date: 2023.09.29  
13:24:24 -05'00'

BY:   
Steve Heller  
CEO