

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND MAXAR SPACE LLC
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. SAA8-2339656, DATED _____ (ANNEX NUMBER 1).

ARTICLE 1. PURPOSE

The purpose of the annex is to provide demand services for space environmental effects testing at MSFC. The partner is exploring new designs for spacecraft systems, with a emphasis on solar array power systems. The partner needs to verify the functionality of their spacecraft materials and systems using highly unique combined space environment effects facilities at MSFC. Work will include exploring effects of solar illumination combined with thermal extremes all in a charging (plasma) environment. The Space Environmental Effects Team's facilities at MSFC will be called upon to provide the required environments.

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 demand services (on a fully reimbursable basis) as requested by the Partner and approved by NASA. NASA acknowledges and agrees that it will only provide demand services that are requested by the Management Point of Contact for Partner, as such person is identified in Article 8 of this Annex, or their successor, or by a person designated in writing by the Management Point of Contact.
2. Cooperate with Partner in developing requirements for and cost estimates for demand services. (NASA reserves the right to decline any request or any portion of a request for demand services.)
3. Provide reasonable opportunity for in-progress inspection and testing by Partner of demand services being performed.
4. Ensure demand services comply with the requirements of the applicable work request.

Maxar will use reasonable efforts to:

1. Cooperate with NASA in developing requirements for and cost of demand services.

2. Submit a request for demand services utilizing a work request format specified by NASA.
3. Partner shall not request services under this Annex that are reasonably available from the private sector.

ARTICLE 3. SCHEDULE AND MILESTONES

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

The work will be performed on the schedule and in accordance with the milestones set forth in each respective MSFC Work Request. Throughout the Term of this Annex.

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$259,552 for NASA to carry out its responsibilities under this Annex.

Each payment shall be marked with SAA8-2339656 Annex 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 \$100,000.

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:

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 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 one year 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

Todd Schneider
Materials Engineer
Mail Suite: EM41

Maxar Space LLC

Bao Hoang
Solar Array, Technical Distinguished
Engineer
3875 Fabian Way

Marshall Space Flight Center, AL 35812
Phone: 256-544-2595
todd.schneider@nasa.gov

Palo Alto, CA 94303-4604
Phone: 650 852-4740
Bao.Hoang@maxar.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

MAXAR SPACE LLC

BY: _____
Mary E. Koelbl
Director Engineering Directorate

BY: _____
Caitlin King
Supply Chain Manager

DATE: _____

DATE: _____