

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GEORGE C. MARSHALL SPACE FLIGHT CENTER
AND
RELATIVITY SPACE, INC.
UNDER
SPACE ACT UMBRELLA AGREEMENT
NO. SAA8-2339739, DATED _____
NO. SAA8-2339739.1

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of collaboration in the review of design approaches and manufacturing of major components for a unique, specialized application to a revolutionary rocket engine design.

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. Support monthly meetings and phone calls established by Relativity Space.
2. Review engine design and performance data and advise on component design parameters.
3. Provide component design and manufacturing recommendations.
4. Provide inputs for testing components and related sub-systems for developing the engine components.
5. Review test data provided by Relativity Space.
6. Provide recommendations consisting of summary of analysis, test data, and related comments.

B. Partner will use reasonable efforts to:

1. Establish monthly meetings and phone calls to allow support by NASA MSFC.
2. Provide data on engine design and performance data necessary to develop manufacturing recommendations.
3. Provide manufacturing information on combustion devices, turbomachinery, and related systems.
4. Provide test plans for engines and component sub-systems for review.
5. Provide test data to NASA MSFC for review.

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. Partner to provide data on engine design and performance data necessary to develop manufacturing recommendations | Effective Date + 6 months |
| 2. Partner to provide manufacturing information on combustion devices, turbomachinery, and related systems | Effective Date + 12 months |
| 3. NASA MSFC to provide component design and manufacturing recommendations | Milestone 1 + 12 months |
| 4. NASA MSFC to provide inputs for testing components and related sub-systems for developing the engine components | Milestone 2 + 18 months |
| 5. Partner to provide test plans and test data for engines and component sub-systems for review, as required to complete the requested reviews and analysis | Milestone 4 + 3 months |
| 6. NASA MSFC to provide recommendations consisting of summary of analysis, test data, and related comments | Milestone 5 + 3 months |

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$52,000 for NASA to carry out its responsibilities under this Annex.

Each payment shall be marked with MSFC and SAA8-2339739.1.

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. 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: Software and related Data, if any, will be provided to Partner under a separate Software Usage Agreement.

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 three 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 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
Paul Gradl
Principal Engineer
Mail Suite: ER13

RELATIVITY SPACE, INC.
Jacob Shearman
Manager of Combustion Devices
8701 Aviation Blvd.
Inglewood, CA 90301-2003

Marshall Space Flight Center, AL
35812
Phone: 256-544-2455
Paul.r.gradl@nasa.gov

Phone: 310-981-8095
jshearman@relativityspace.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

RELATIVITY SPACE, INC.

BY: _____
Donald W. Holder
Director, Engineering Directorate

BY: _____
Tim Ellis
Chief Executive Officer

DATE: _____

DATE: _____