

ANNEX NO. 06  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
LYNDON B. JOHNSON SPACE CENTER  
AND  
INTUITIVE MACHINES, LLC  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. SAA-XA-21-34137, DATED 5/26/2021  
FOR  
TECHNICAL EXPERTISE FOR ENTRY, DESCENT, AND LANDING SYSTEMS

ARTICLE 1. PURPOSE

The purpose of this Annex (hereinafter referred to as the "Agreement" or "Annex") is for NASA JSC to provide expert services on a reimbursable basis to Intuitive Machines, LLC (hereinafter referred to as "IM" or "Partner"), in support of IM's development of lunar transportation infrastructure capabilities and technologies. NASA JSC will provide expertise to assist the Partner in the development of entry, descent, and landing systems, in support of NASA's objective of future human missions to the Moon and Mars. Some of this work will be performed at the Partner facility, located at 13467 Columbia Shuttle Street, Houston, TX, 77059. While operating at the Partner facility, NASA employees shall only engage in reimbursable tasks pursuant to this Agreement and shall remain under the supervisory control of NASA. Conducting some of these tasks at the Partner facility will allow NASA employees to better collaborate with IM staff as necessary to more effectively complete such tasks and help improve NASA's work flows and processes resulting from exposure to a commercial workplace.

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 JSC will use reasonable efforts to:

1. Provide project management, systems engineering, and Entry, Descent, & Landing (EDL) Subject Matter Expertise (SME) support to the Partner for a non-NASA lunar sample return mission that the Partner is planning with assistance from other NASA Centers. This includes transferring knowledge to IM personnel on NASA project management best practices.
2. Participate in recurring team meetings and technical interchange discussions with the Partner.
3. Enable no more than two (2) NASA employees to perform agreed-upon tasks at the Partner's facility.

B. Partner will use reasonable efforts to:

1. Provide insight and relevant data to NASA JSC related to effective project management and system engineering. This information may include, but is not limited to, goals, assumptions, requirements, mission architectures, schedules and constraints.
2. Participate in recurring team meetings and technical interchange discussions with NASA JSC.
3. Provide necessary workspace to enable no more than two (2) NASA employees to complete agreed-upon tasks at the Partner's facility.

### ARTICLE 3. SCHEDULE AND MILESTONES

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

NASA will complete its project management and EDL SME support to the partner	End of September 2024
Regular team meetings and technical interchange meetings	As required

### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$152,015.73 for NASA to carry out its responsibilities under this Annex. Each payment shall be marked with JSC and Annex No. 6.

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 after its development.

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 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 until 9/30/2024, 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.

##### Management Points of Contact

##### NASA Lyndon B. Johnson Space Center

John Gowan  
Associate Division Chief, Strategy/Pursuits,  
Aeroscience & Flight Mechanics Division (EG)  
Mail Stop: EG1  
2101 NASA Parkway  
Houston, Texas 77058  
Phone: (281) 483-1923  
john.w.gowan@nasa.gov

##### Intuitive Machines, LLC

Timothy P. Crain  
Chief Technology Officer  
13467 Columbia Shuttle Street  
Houston, TX 77059  
Phone: (281) 520-3703  
tim@intuitivemachines.com

Technical Points of Contact

NASA Lyndon B. Johnson Space Center  
Ronald R. Sostaric  
GN&C Engineer  
Mail Stop: EG5  
2101 NASA Parkway  
Houston, Texas 77058  
Phone: (832) 415-6993  
ronald.r.sostaric@nasa.gov

Intuitive Machines, LLC  
Timothy P. Crain  
Chief Technology Officer  
13467 Columbia Shuttle Street  
Houston, TX 77059  
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tim@intuitivemachines.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  
LYNDON B. JOHNSON SPACE  
CENTER

INTUITIVE MACHINES, LLC

BY: \_\_\_\_\_  
Julie Kramer White  
Director of Engineering

BY: \_\_\_\_\_  
Timothy P. Crain  
Chief Technology Officer

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

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