

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND VAST SPACE, LLC
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. 40538, DATED _____ (ANNEX NUMBER 1).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of collaborating with Vast Space, LLC ("Vast") and providing operations and development consultation services related to Vast commercial space operations and development projects. Areas of consideration include, but are not limited to, Mission Operations and Integration, Ground Controller Training, Crew Training, and MCC Interfaces and Development.

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

NASA will use reasonable efforts to:

1. Assist Vast to identify approaches to mission control and operations implementations based on requested support
2. Provide government Subject Matter Experts ("SMEs") to support a review of Vast provided data as it relates to this Annex.
3. Conduct discussions with Vast SMEs
4. Support informal Technical Interchange Meetings ("TIMs")

Vast will use reasonable efforts to:

1. Identify mission control and operations topics where NASA SME consultation is desired.
2. Provide NASA with draft data related to subjects identified for discussion under this Annex
3. Provide Vast SMEs to support discussions
4. Support informal TIMs

ARTICLE 3. SCHEDULE AND MILESTONES

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

Vast will identify mission control and operational topics for consultation with NASA SME	ATP + 2 weeks
NASA will conduct discussions with Vast identified SMEs	ATP + 1 months
NASA will assist Vast to identify approaches related to mission control and operations implementation topics	ATP + 3 months
Vast will conduct informal TIM @ JSC	To Be Determined

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$75,000 for NASA to carry out its responsibilities under this Annex. The Partner agrees to pay NASA JSC \$15,000 prior to initiation of work under this Agreement. The Partner will make additional advanced payments based on financial reviews and as NASA support is requested. Each payment shall be marked with Johnson Space Center, Vast-Annex 01 (SAA 40538-01).

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 - IDENTIFIED INTELLECTUAL PROPERTY

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 five (5) 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 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 five 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.

Management Points of Contact

NASA Lyndon B. Johnson Space Center
Angela Prince
FOD Partnerships Manager
Mail Stop: CA3
2101 NASA Parkway
Houston, Texas 77058
angela.r.prince@nasa.gov

VAST SPACE, LLC
Derek Hassmann
VP, Mission Operations
2851 Orange Avenue
Long Beach, CA 90806-1800

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

BY: _____
Norman Knight
Director, Flight Operations Directorate

Signed by:

BY: _____
Max Haot
CEO, Vast Space, LLC

DATE: _____

DATE: 8/23/2024 | 11:51 AM PDT
