

ANNEX 2
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
GODDARD SPACE FLIGHT CENTER WALLOPS FLIGHT FACILITY
AND
KRATOS SPACE AND MISSILE DEFENSE SYSTEMS, INC.
UNDER SPACE ACT UMBRELLA AGREEMENT
GSFC-22-36031

ARTICLE 1. PURPOSE

Under the terms of this Annex, NASA will provide launch range services and support including but not limited to range surveillance, telemetry, radar, optical tracking, mobile range and instrumentation, coordination, and utilization of downrange assets. This support will cover a single flight event for a two-stage Zeus¹ rocket launched from either of the 50K launchers located on Wallops Island.

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 WFF will use reasonable efforts to:

1. Designate a Project Manager (PM) to serve as the mission point of contact (POC) for planning and implementation of the support services and activities governed by this agreement. This PM is responsible for coordinating Wallops resources and services to facilitate and monitor successful and safe launch operations.
2. Provide ground safety services including, operational safety, hazardous systems review and approval, hazardous procedures review and approval, and pressure systems certification.
3. Ground operations services will include establishment and removal of danger areas and associated vehicle barriers where hazard areas extend outside of Pad 2 or the South Island Pad 1A launch pad. Additionally, as the owner and range host, NASA has final responsibility for and provides safety operations functions required to protect the public, participants in the launch operations and government property, including operation of the Emergency Operations Center and implementing an Interim Response Team.
4. Review flight hazard areas generated to ensure proper protection of WFF personnel, tenants, and guests plans. Perform analysis as needed to assess risk to WFF personnel and/or property.
5. Provide institutional support services required for launch operations, including environmental, logistics, security, and personnel safety.

¹ Zeus is a reference to a family of Solid Rocket Motors (SRMs) developed by Kratos for commercial launch missions.

B. Partner will use reasonable efforts to:

1. Provide a POC responsible for interface and coordination with the NASA WFF project manager in the planning and operations phases of the mission.
2. Comply with governing NASA safety requirements and other local policies for all operations at WFF, except as changed or waived under NASA-GSFC approvals, in accordance with NASA-GSFC policy.
3. Provide support requirements, required mission and systems data products, technical data, operational procedures, schedules, and other information necessary for the WFF Range to support each new mission planning, launch operations, flight/ground safety analysis and assure compliance with all NASA safety requirements.
4. Facilitate and/or participate in technical interchange meetings and reviews as needed to assure range readiness.
6. Comply with all NASA and WFF Range, safety, security, radio frequency, and environmental requirements identified herein and in the Launch Range Support Subagreement (LRSS).
7. Provide a Safety Inspector (SI), when required, to support and oversee hazardous operations.

ARTICLE 3. SCHEDULE AND MILESTONES

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

Pre-Ship Readiness Review	L-35 days
Mission Readiness Review	L-5 days
Dry Rehearsal	L-2 days
Dress Rehearsal	L-1 day

ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$950,000 for NASA to carry out its responsibilities under this Annex. Each payment shall be marked with GSFC-22-36031 Annex 2.

Payments shall be made according to the following schedule:

<u>PAYMENT SCHEDULE</u>	<u>Amount</u>
Upon signature	\$411,000
L-2 weeks	\$416,000
Launch Day	\$123,000
Total	\$950,000

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 1 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.

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 two 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. TERMINATION

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 Wallops Flight Facility
Derek Flowers
Capture Formulation Manager
Wallops Island, VA 23337
Phone: 757 824-1751
derek.j.flowers@nasa.gov

Kratos Space and Missile Defense Systems, Inc.
Brian McCann
Director of Contracts
2409 Peppermill Drive, Suite A
Glen Burnie, MD 21061-3267
Phone: 414 339-1879
brian.mccann@kratosdefense.com

Technical Points of Contact

NASA Wallops Flight Facility
Jacob Hickman
Project Manager
Wallops Island, VA 23337
Phone: 757 824-2890
jacob.m.hickman@nasa.gov

Kratos Space and Missile Defense Systems, Inc.
Joseph Trillo
Project Manager
2409 Peppermill Drive, Suite A
Glen Burnie, MD 21061-3267
Phone: 915 283-7587
joseph.trillo@kratosdefense.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
WALLOPS FLIGHT FACILITY

KRATOS SPACE AND MISSILE
DEFENSE SYSTEMS, INC.

BY: _____
David L. Pierce
Director of Suborbital and Special Orbital
Projects Directorate and Wallops Flight
Facility

BY: _____
Brian McCann
Director of Contracts