

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND RELATIVITY SPACE, INC
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. KCA-4678, (ANNEX NUMBER 10)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Relativity Space with life support and propellant services including: ordering, receiving, storage, maintenance, and delivery of propellants, pressurants (such as gaseous helium (GHe), gaseous nitrogen (GN2), liquid hydrogen (LH2), liquid oxygen (LO2), liquid nitrogen (LN2), hypergolic fuels/oxidizers, and certain specialty gases and solvents), and equipment, such as Compressed Gas Trailers (CGTs), to support Terran R launch and processing operations from Space Launch Complex 16 on Cape Canaveral Space Force Station.

ARTICLE 2. RESPONSIBILITIES

A. Relativity Space will:

1. Partner shall verify commercial nonavailability per terms and conditions of the Umbrella Agreement.
2. Reimburse NASA in accordance with the Umbrella Agreement Article 5 and the NASA KSC cost estimate set forth in Article 3 herein.
3. Provide funding for NASA Subject Matter Experts (SMEs) support for propellant-related services such as detailed cost estimates, analysis or studies.
4. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Relativity Space Authorized Customer Requesters (ACRs) as detailed in NASA KSC Form 50-202, "Task Order Request" ("TOR") form (TOR RS-4678-101).
5. Ensure propellants purchased pursuant to this Agreement are intended for use at KSC and Cape Canaveral Space Force Station (CCSFS). Relativity Space, INC and affiliates must not transport nor store propellants purchased pursuant to this Agreement outside KSC/CCSFS without prior coordination and authorization from the NASA Technical Point of Contact.

B. NASA KSC will use reasonable efforts to:

1. Provide Relativity Space with propellants and propellant services as detailed in the Task Order Request form.

2. Provide Relativity Space with financial reports detailing the services provided and the associated cost.
3. Provide Relativity Space with an annual estimate of services requested hereunder via issuance of a TOR. If such estimate will result in a change in scope or overall agreement value, NASA will work with the Partner to modify this Annex.

ARTICLE 3. FINANCIAL OBLIGATIONS

- A. Relativity Space agrees to reimburse NASA an estimated cost of \$3,041,141.25 for NASA to carry out its responsibilities under this Annex. Relativity Space must pay to NASA an initial deposit of \$176,357.24 to cover the funds necessary for services through September 30, 2024. KSC Office of the Chief Financial Officer will monitor the available funding total and will notify Relativity Space of any impending need for additional funds.
- 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, Relativity Space will be advised by NASA as soon as possible. Relativity Space shall pay all costs incurred and have the option of cancelling the remaining effort or provide additional funding 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 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 Partner activities at KSC. Return of unspent funds will be proposed 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 4. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

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 (1) year.

ARTICLE 5. 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 July 27, 2026, the duration of the Umbrella Agreement, whichever comes first. 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 6. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 7. 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 John F. Kennedy Space Center

Andrew Swift
Customer Advocate
Spaceport Integration and Services
Mail Code: SI-I1
Kennedy Space Center, FL 32899-0001
Phone: 321-749-5164
andrew.w.swift@nasa.gov

Relativity Space, Inc

Joe Bussenger
Director, Launch Operations
3500 East Burnett Street
Long Beach, CA
Phone: 215-771-5922
jbussenger@relativityspace.com

ARTICLE 8. 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 9. 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.

BY: _____
Scott Koester
Customer Services and Integration Branch
KSC Spaceport Integration and Services
Directorate SI
Kennedy Space Center, FL 32899-0001

BY: _____
Joe Bussenger
Director, Launch Operations
3500 East Burnett Street
Long Beach, CA
Phone: 215-771-5922
jbussenger@relativityspace.com

DATE: _____

DATE: _____