

KCA-4735-5
ANNEX BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND THE BOEING COMPANY (BOEING)
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. KCA-4735, (ANNEX NUMBER 5)

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of NASA KSC providing Information Technology (IT) services for Boeing IT systems in the Commercial Crew and Cargo Processing Facility (C3PF) and Processing Control Center (PCC) facilities, and other future Boeing facilities that utilize NASA KSC infrastructure. This Annex, KCA-4735-5, replaces content previously contained in KCA-4515-7 Rev B.

ARTICLE 2. RESPONSIBILITIES

A. Boeing will:

1. Reimburse NASA in accordance with the NASA KSC cost estimate set forth in Article 3 for the services set forth herein.
2. Forward advance payments to NASA in accordance with the Umbrella Agreement.
3. Request and coordinate services appropriately via e-mail with adequate advance notice by authorized Boeing requesters only as set forth on a separate NASA KSC Form 50-202, "Task Order Request" ("TOR") form. Such authorized requestors may be changed via bilateral modification of the TOR.

B. NASA KSC will use reasonable efforts to:

1. Provide Boeing with per-circuit operation and maintenance services (which includes troubleshooting and restoral costs) for circuits mapped to the Boeing's facilities, Paging and Area Warning System (PAWS) service to Boeing's facilities, routine circuit activations, and specialized consulting support as detailed in the TORs.
2. Provide Boeing with financial reports detailing the services provided and the associated cost.
3. Provide Boeing 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 or execute a new Annex as appropriate.

ARTICLE 3. FINANCIAL OBLIGATIONS

- A. In accordance with the Umbrella Agreement, Boeing will pay to NASA in advance of task initiation, the estimated cost of \$3,639,528.36 for NASA to carry out its responsibilities under this Annex. Boeing shall mark each payment with Kennedy Space Center.
- 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, Boeing will be advised by NASA as soon as possible. Boeing shall pay all costs incurred and have the option of canceling 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 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 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 five years from the Effective Date, whichever comes first, unless such term exceeds the duration 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

Susan Torney
Customer Services Advocate
Spaceport Integration and Services
Mail Code: SI-I2
Kennedy Space Center, FL 32899
321-289-7953
susan.e.torney@nasa.gov

The Boeing Company

Greg Burns
Manager, Supplier Management
The Boeing Company
100 Boeing Way
Titusville, FL 32780
321-360-3636
gregory.d.burns@boeing.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
Spaceport Integration and Services
Mail Code: SI-I1
Kennedy Space Center, FL 32899-0001

BY: _____
Lesandra Macias
Procurement Agent
The Boeing Company
Kennedy Space Center, FL

DATE: _____

DATE: _____