

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 29 March 2000	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USA CECOM ACQUISITION CTR - WASHINGTON 2461 EISENHOWER AVE (AMSEL-AC-WB-B) ALEXANDRIA, VA 22331-0700	CODE W4GV46	7. ADMINISTERED BY (If other than Item 6) CODE	

B. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SYBASE INCORPORATED 6550 ROCK SPRING DRIVE, STE 800 BETHESDA, MD 20817	(J)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	✓	10A. MODIFICATION OF CONTRACT/ORDER NO. DAAB15-99-A-1003/0001
		10B. DATED (SEE ITEM 13) 29 Sep 1999

CODE 08RS8 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items B and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not applicable.

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(J)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
✓	Mutual agreement of both parties.
	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to extend the Enterprise Agreement through 30 June 2000, as set forth on page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JOHN J. GUGLIOTTA Director of Business Operations	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PEGGY A. MELANSON Contracting Officer
15B. CONTRACTOR/OFFEROR <i>John J. Gugliotta</i> (Signature of person authorized to sign)	15C. DATE SIGNED 30 MAR '00
16B. UNITED STATES OF AMERICA BY <i>Peggy A. Melanson</i> (Signature of Contracting Officer)	16C. DATE SIGNED 3-30-00

This modification is being issued to extend the Enterprise License through 30 June 00 as set forth herein.

1. Paragraph 3 of the delivery order is hereby deleted and replaced with the following:

"3. This Enterprise License allows the Government to make, install and use an unlimited number of copies (in any combination) of the products listed in Attachment #1 from the effective date of this delivery order through 30 June 2000, for use by up to 30,000 authorized users (seats or concurrent users). This license also provides one year of warranty for each program deployed starting from the date the primary copy is delivered to the Government user, as set forth in the License Agreement For Department Of Defense Wide License Between Sybase, Inc. and CECOM Acquisition Center for Sybase Adaptive Server Enterprise RDBMS.

2. The License Agreement for Department Of Defense Wide License between Sybase, Inc. and CECOM Acquisition Center for Sybase Adaptive Server Enterprise RDBMS, attached to the delivery order, is hereby deleted and replaced with the attached.

**LICENSE AGREEMENT
FOR DEPARTMENT OF DEFENSE WIDE LICENSE
BETWEEN
SYBASE, INC. AND CECOM ACQUISITION CENTER
FOR
SYBASE ADAPTIVE SERVER ENTERPRISE RDBMS**

This license agreement establishes for the United States Department of Defense ("DOD" as defined below) an agency wide license for the Sybase product Adaptive Server Enterprise RDBMS as described in Attachment #1 hereto.

1. SYBASE PRODUCTS:

Provided DOD has paid the fees in accordance with Section 7 below, DOD shall have the non-exclusive, nontransferable right, during the term defined below, to make and Deploy an unlimited number of copies of Sybase Adaptive Server Enterprise RDBMS on the Operating Systems listed on the Attached Attachment #1 (in any combination) pursuant to Section 2 below for use by up to 30,000 authorized DOD users (seats or concurrent users). This license shall be referred to as the "DOD License" for purposes of this license agreement.

Authorized users may include personnel and employees of the DOD, Reserve components (Guard and Reserve), U.S. Coast Guard when mobilized with, or attached to the DOD, and Non Appropriated Funds Instrumentalities (NAFI). Also included are Intelligence Communities, including all DOD Intel Information Systems (DoDIIS) member organizations and employees. Contractors of the Department of Defense may use this Agreement to license software for performance of work on DOD projects.

Foreign Military Sales, employees of CIA, other Intel Groups and other agencies are specifically excluded from the DOD License unless specifically assigned to working on DOD organization projects.

DOD shall include the Department of Defense, as it exists on the effective date of this License. "Department of Defense (DOD)," means the Department of Defense, the military departments, and the defense agencies. The military departments are the Departments of the Army, Navy (including the Marine Corps), and Air Force. The defense agencies are the Defense Advanced Research Projects Agency, the Defense Commissary Agency, the Defense Finance and Accounting Service, the Defense Information Systems Agency, the Defense Intelligence Agency, the Defense Investigative Service, the Defense Logistics Agency, the National Imagery and Mapping Agency, the Defense Special Weapons Agency, the National Security Agency, the On-Site Inspection Agency, the Ballistic Missile Defense Organization, and the United States Special Operations Command. Reference DFARS 202.101.

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2. RIGHT TO COPY AND USE PROGRAMS

a) During the Term of this license agreement, effective date of this order - 30 June 2000, the DOD is granted the right to make and Deploy an unlimited number of copies of the specified programs for use by up to 30,000 authorized users on the operating systems platforms specified in Attachment #1 (in any combination). DOD is granted a license hereunder for up to 30,000 seats or concurrent users as described in the Sybase GSA Schedule, No. GS-35-F-5212H.

b) The Government's right to make or deploy copies of the programs shall cease on 30 June 2000 (the "Expiration Date") unless extended by the Government as set forth in paragraph 7 below. For all copies of the programs in use on the expiration date of the DOD License, DOD shall have a perpetual, non-exclusive, nontransferable license, without right of sublicense, to use such programs. After the expiration date, DOD may not copy, install or authorize additional users of the programs licensed under this DOD License.

c) If the license is extended as set forth in paragraph 7, DOD shall be granted the right to make and deploy an unlimited number of copies of the specified programs for use on the operating systems platforms specified in Attachment #1. DOD shall be granted a license hereunder for unlimited servers and seats or concurrent users as described in the Sybase GSA Schedule No. GS-35-F-5212H. In the event of this extension, the Government's right to make or deploy copies of the programs shall begin on the effective date of the option exercise and shall cease on 30 September 2000 (the "Expiration Date"). For all copies of the programs in use on the expiration date of the DOD License, DOD shall have a perpetual, non-exclusive, nontransferable license, without right of sublicense, to use such programs. After the expiration date, DOD may not copy, install or authorize additional users of the programs licensed under this DOD License.

3. PLATFORM EXCHANGE

During the term of this license and provided DOD has an active maintenance agreement for the program, the Government is authorized to transfer the program only between the operating systems specified on Attachment #1. There is no fee for moving the program for use between the operating system platforms specified on the attached Attachment #1. The right to transfer between the specified platforms shall include the transfer of the licensed programs provided that the program is supported by Sybase on the platform at the time of transfer.

4. WARRANTY

Provided the Government has paid the specified fees, a warranty shall be provided for those programs copied and deployed for use as part of the DOD License and in use on then Sybase currently supported operating system platforms. The warranty shall be provided to users for a term of twelve months commencing on the date of receipt of a primary copy. The warranty shall be provided in accordance to the following:

- a) For purposes of this license agreement warranty is defined as Sybase's current GSA policies and procedures for Sybase Support Now Extended Plan.
- b) For Unix, NT and LINUX platforms, warranty shall include technical support and maintenance (bug fixes, new version releases, maintenance releases).

5. DELIVERABLES

Upon execution of this license agreement, Sybase shall ship one (1) set of primary copies and documentation for each platform listed in Attachment #1, Schedule A to:

US Army CECOM Systems Management Center
 Product Manager, Small Computer Program
 Attn: AMSEL-DSA-SCP (Mr. Brian Rieth)
 Building 283 (Squier Hall)
 Fort Monmouth, NJ 07703-5605

In addition, Sybase shall act as duplication agent for PM-SCP to duplicate and ship to endusers for quality control reasons primary copies of the license programs and applicable documentation.

Within five (5) working days of receipt from PM-SCP of an authorizing document, Sybase shall ship to the point of contact and address specified one (1) copy of the program and associated documentation. The DOD enduser shall be authorized to deploy the number of servers and users specified in the DOD authorizing document. Only DOD endusers included in an authorizing document provided by PM-SCP to Sybase are authorized users under this Enterprise License.

Sybase shall not charge the DOD for such duplication and shipment of copies during the term of this agreement.

6. INVOICING AND PAYMENT

Upon execution of this agreement, Sybase shall be obliged to deliver the programs licensed herein and to include a one year warranty as described above; DOD shall be obligated to pay Sybase the license fees and warranty fee, as described in Section 7. Upon shipment of the programs, Sybase is authorized to invoice DOD for the program license fee and warranty. Upon exercise of the option described in Section 7, Sybase shall be authorized to invoice CECOM for the option license and warranty fee, in the total amount of \$5,672,000. Payment shall be net 30 days from receipt of Sybase's invoice.

7.LICENSE FEES AND LICENSE TERM

The term of this license agreement is the effective date of this order - 30 June 2000. The license fee including warranty is \$6,400,000.

Sybase grants the Government and option to extend the terms of Enterprise License through 30 September 2000 for a license and warranty fee of \$5,672,000. The Government may choose to extend the Enterprise License at any time prior to September 30, 2000.

8. ADDITIONAL TERMS.

Terms and Conditions. DOD's right to use the programs, and all other terms and conditions applicable to this DOD License are those of the Sybase GSA Schedule Contract No. GS-35-F-5212H, and the Blanket Purchasing Agreement No. DAAB15-99-A-1003 between CECOM Acquisition Center and Sybase.

ACCEPTED AND AGREED:

Sybase, Inc.

CECOM Acquisition Center
Washington

By: John J. Gugliotta

By: Peggy A. Melanson

Name: JOHN J. GUGLIOTTA

Name: PEGGY A. MELANSON

Title: Director Business Operations

Title: Contracting Officer

Date: 30 March 00

Date: 3-30-00

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ATTACHMENT #1

SCHEDULE A

**LICENSE AGREEMENT
APPLICABLE PLATFORMS**

PLATFORMS	SUN SOLARIS	IBM AIX	DIGITAL UNIX	SGI IRIX	HP UX	WINDOWS NT	Linux/Intel
ADAPTIVE SERVER ENTERPRISE RDBMS	10373	12600	19500	12800	17200	P17022	10753
Current Version as of Sept 1999	11.9.2	11.9.2	11.9.2	11.5.1	11.9.2	11.9.2	11.9.2

Workplace: A "Workplace" is a level of Licensed Software which runs with an Intel based platform, certain low-end UNIX based platforms up to and/or other platforms which may be added from time to time.

Windows NT: These are the only low-end UNIX machines/models currently available.

Enterprise: A "Enterprise" is a level of Licensed Software other than an Intel based platform, certain low-end UNIX based platforms and high end / high capacity based platforms, and/or other platforms which may be added from time to time. Includes the above platforms

