

2. Amendment/Modification No.  13	3. Effective Date	4. Requisition/Purchase Req No.  SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By Code W52P1J ARMY CONTRACTING COMMAND - RI MEGAN M. FRANCIS ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390  EMAIL: MEGAN.M.FRANCIS@US.ARMY.MIL	7. Administered By (If other than Item 6) Code
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8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MYTHICS INC. 1439 N GREAT NECK RD STE 201 VIRGINIA BEACH, VA 23454-1347	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W91QUZ-06-A-0003/BA04
	<input type="checkbox"/>	10B. Dated (See Item 13) 2012MAY29

Code 1TA34	Facility Code	<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>
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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 8 and 15. and returning \_\_\_\_\_ copies of the amendments: (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) ACRN: BR NET INCREASE: \$1,666,633.19	
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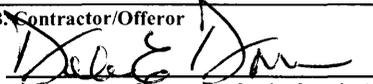
**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**  
It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input checked="" type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	43.103 (a) (3) & 252.232-7007
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

**E. IMPORTANT:** Contractor  is not,  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.)  SEE SECOND PAGE FOR DESCRIPTION	
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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) Dale E. Darr, Vice President	16A. Name And Title Of Contracting Officer (Type or print) JILL M. SOMMER JILL.M.SOMMER.CIV@MAIL.MIL (309) 782-3582
15B. Contractor/Offeror  (Signature of person authorized to sign)	15C. Date Signed 29 May 2013
	16B. United States Of America By _____ (Signature of Contracting Officer)
	16C. Date Signed

**CONTINUATION SHEET****Reference No. of Document Being Continued****Page 2 of 6**

PIIN/SIIN W91QUZ-06-A-0003/BA04

MOD/AMD 13

**Name of Offeror or Contractor:** MYTHICS INC.

## SECTION A - SUPPLEMENTAL INFORMATION

Buyer Name: MEGAN M. FRANCIS  
Buyer Office Symbol/Telephone Number: CCRC-TA/(309)782-2234  
Type of Contract: Firm Fixed Price  
Kind of Contract: Supply Contracts and Priced Orders  
Type of Business: Other Small Business Performing in U.S.  
Surveillance Criticality Designator: C

\*\*\* End of Narrative A0000 \*\*\*

1. The purpose of this modification is as follows:

Add SLIN 0010AD: Fully fund CLIN 0010 Premier Support (maintenance ) - AMC - OY1 maintenance on AMC licenses not currently in use. SLIN 0010AD provides funds in the amount of \$1,666,633.19.

2. Update IA60009, DFARS Clause 252.232-7007, Limitation of Government's Obligation:

FROM: \$1,666,633.20 TO: \$1,666,633.19

3. Based upon the above changes, the dollar amount is changed to read:

FROM: \$50,848,804.41 BY: \$1,666,633.19 TO: \$52,515,437.60

4. Except as provided herein, all other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0014 \*\*\*

CONTINUATION SHEET

Reference No. of Document Being Continued  
 PIIN/SIIN W91QUZ-06-A-0003/BA04 MOD/AMD 13

Page 3 of 6

Name of Offeror or Contractor: MYTHICS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0010	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  ORACLE CLIN CONTRACT TYPE: Firm Fixed Price																
0010AD	<p><u>PREMIER SUPPORT - AMC</u></p> <p>GENERIC NAME DESCRIPTION: ORACLE                      PRON: G63HQAMC27    PRON AMD: 01    ACRN: BR</p> <p>All Premier Support from the base year, to include the ULA, migrated, and PAL maintenance shall represent the TOTAL SUPPORT STREAM. OY1 maintenance on AMC licenses not currently in use.</p> <p style="text-align: center;">(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination    ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 15%;">DLVR SCH</td> <td style="width: 35%;"></td> <td style="width: 15%;">PERF COMPL</td> <td style="width: 35%;"></td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> <td></td> </tr> <tr> <td>001</td> <td style="text-align: center;">1</td> <td>31-DEC-2013</td> <td></td> </tr> </table> <p style="text-align: right; margin-right: 50px;">\$    1,666,633.19</p>	DLVR SCH		PERF COMPL		<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>		001	1	31-DEC-2013		1	LO		\$ <u>1,666,633.19</u>
DLVR SCH		PERF COMPL															
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>															
001	1	31-DEC-2013															

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

PIIN/SIIN W91QUZ-06-A-0003/BA04 MOD/AMD 13

**Name of Offeror or Contractor:** MYTHICS INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	AMS CD/ ITEM	PRON/ MIPR	OBLG STAT	JO NO/ ACCT ASSIGN	ACRN	PRIOR AMOUNT	INCREASE/ DECREASE	CUMULATIVE AMOUNT
0010AD	G63HQAMC27		2	S.0007901.11	BR \$	0.00 \$	1,666,633.19 \$	1,666,633.19
						NET CHANGE \$	1,666,633.19	

ACRN	ACCOUNTING CLASSIFICATION	INCREASE/ DECREASE
BR	021 201320132020 A60AC 211029RJT9 252B L033643394 S.0007901.11	021001 \$ 1,666,633.19
		NET CHANGE \$ 1,666,633.19

NET CHANGE FOR AWARD:	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
\$	50,848,804.41	\$ 1,666,633.19	\$ 52,515,437.60

LINE	ACRN	EDI/SPIS ACCOUNTING CLASSIFICATION
0010AD	BR 021 201320132020 A60AC 211029RJT9	252B L033643394 S.0007901.11 021001

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>	<b>Page 5 of 6</b>
	PIIN/SIIN W91QUZ-06-A-0003/BA04      MOD/AMD 13	

**Name of Offeror or Contractor:** MYTHICS INC.

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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I-1 CHANGED	252.232-7007	LIMITATION OF GOVERNMENT'S OBLIGATION	MAY/2006
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(a) Contract line item(s) 0010 is incrementally funded. For these item(s), the sum of \$1,666,633.19 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled Termination for Convenience of the Government. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled Disputes.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled Default. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled Termination for Convenience of the Government.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Remaining AMC Funds Shall Be Obligated by 30 August 2013: \$1,666,633.19 (obligated on this modification)

(P00008 obligated \$ 457,073.76)

(P00010 obligated \$4,000,000.00)

**CONTINUATION SHEET**

**Reference No. of Document Being Continued**

**Page 6 of 6**

**PIIN/SIIN** W91QUZ-06-A-0003/BA04

**MOD/AMD** 13

**Name of Offeror or Contractor:** MYTHICS INC.

(End of clause)

PIIN/SIIN W91QUZ-06-A-0003/BA04

MOD/AMD 13

## SECTION I - CONTRACT CLAUSES

CHANGED IA60009 252.232-7007 01-MAY-2006 LIMITATION OF GOVERNMENT'S OBLIGATION

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**PHN/SIN** W91QUZ-06-A-0003/BA04

**MOD/AMD** 13