

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code
Firm Fixed Price

Page 1 Of 13

2. Amendment/Modification No. P00024	3. Effective Date 2013AUG07	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------	---	--------------------------------

6. Issued By ARMY CONTRACTING COMMAND - RI MEGAN M. FRANCIS ROCK ISLAND, IL 61299-8000 BLDGS 60 & 390 EMAIL: MEGAN.M.FRANCIS@US.ARMY.MIL	Code W52P1J	7. Administered By (If other than Item 6)	Code
---	----------------	---	------

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
	<input type="checkbox"/>	10B. Dated (See Item 13) 2005OCT01

Code ITA34

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 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)

NO CHANGE TO OBLIGATION DATA

**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:	
<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

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)	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	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2013AUG07

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 13
	PIIN/SIIN W91QUZ-06-A-0003	MOD/AMD P00024

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
 BPA Expiration Date: 2013AUG16

*** End of Narrative A0000 ***
 Blanket Purchase Agreement
 DoD Enterprise Software Agreement (ESA)

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Mythics Inc. wish to enter into a Blanket Purchase Agreement (BPA) aimed at reducing the administrative costs of acquiring Oracle commercial items under the General Service Administration (GSA) Federal Supply Schedule (FSS) Program.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

This BPA has been designated as a DoD ESI and GSA SmartBUY Contract, which is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the DoD and authorized contractors, except as restricted herein. Mythics acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Oracle products for agencies of the federal government. This understanding will be conveyed to all of Mythics assigned federal license sales personnel, pursuant to this BPA.

The Army Contracting Agency - Information Technology, E-Commerce, and Commercial Contracting Center (ITEC4) has entered into this and similar BPAs on behalf of the Project Director, Computer, Hardware Enterprise Software and Solutions (PD-CHESS) with Affigent, Immix Technologies, DLT Solutions, Inc. (DLT) and Oracle America, Inc. These BPAs are issued to provide the Department of Defense (DoD) database software licenses, software maintenance support, training and consulting services in support of the Department of Defenses mission. Mythics shall serve as the prime contractor under this BPA and orders shall be issued directly to Mythics pursuant to Mythics GSA Schedule GS-35F-0153M (Mythics GSA Contract).

The Government and Mythics understand and agree that changes will need to be made from time to time to this BPA. Oracle and DoD ESI will continue to endeavor to negotiate DOD ESI / SmartBUY Ts&Cs for Oracle Products.

SmartBuy Mandatory Channel-Oracle acknowledges that the GSA and OMB have indicated their intent to issue regulations that make this BPA a mandatory source of Oracle products for agencies of the Federal Government.

This BPA and all orders hereunder are subject to the following terms and conditions:

A. TERMS AND CONDITIONS

1. Products Available Under this BPA.

The Software Products, Software Maintenance and Consulting Services listed in Exhibits A-1 through A-5 (CLINs MYT-0001 MYT-0825, (including all subCLINs)) comprise the most frequently ordered Oracle products being purchased as of the date of this BPA. The price discounts for the Mythics CLINs under this BPA are provided in one of the discount pricing tables under Exhibit A or Exhibit B.

Items included on the Mythics GSA Schedule contract and not listed specifically may be purchased at rates negotiated by the Ordering Office and Mythics under CLIN MYT-0196 entitled "Other Direct Costs-GSA Schedule. CLIN MYT-0196 is subject to the terms and conditions of this BPA and Mythics GSA Contract.

Ordering Officers may negotiate special solutions with Mythics under CLIN MYT-0197, as set forth in Exhibits A-4 A-6, and in accordance with the terms and conditions of the Mythics GSA Contract.

Software licenses purchased under this BPA shall be subject to the license terms of Mythics GSA Contract, this BPA and the Order. However, the license terms in an order shall prevail over the applicable GSA Contract and this BPA.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 3 of 13

PIIN/SIIN W91QUZ-06-A-0003

MOD/AMD P00024

Name of Offeror or Contractor: MYTHICS INC.**2. Prevailing Terms and Conditions.**

All orders placed against this BPA are subject to the terms and conditions of Mythics GSA Schedule Contract as specified above. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the applicable GSA Contract, the provisions of the BPA will take precedence.

3. Obligation of Funds.

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized purchases actually made through orders issued under this BPA.

4. Effective Date and Duration of BPA.

This BPA is effective from the date of award through 16 Aug 2013. Either PD, CHES or the Contractor with ninety (90) days written notice may terminate the BPA or a portion thereof provided however, that such termination shall not effect the obligations of the Government or Mythics under any then existing delivery order or lease agreement. The then existing delivery order or lease agreement shall continue in full force and effect as though the BPA had not been terminated.

5. Ordering Period.

The ordering period for all items under this BPA is the same as the duration of the BPA set forth in paragraph 4, above.

6. Enterprise Licenses.

Under the Special Solutions CLIN MYT-0197, Agencies under any of the fifteen Executive Departments of the U.S. Federal Government, and Independent Establishments as defined in 5 U.S.C. 104 (1) (Agency) may procure an Enterprise License which provides for the use of certain programs on an enterprise basis for an entire Agency's population of users, provided the programs are used only in support of the Agency's internal business operations. Specific program license bundles and pricing are shown in Exhibits B-1 and B-2: Mythics SmartBUY Enterprise Licenses. An Agency's licensed population will be specifically defined in an ordering document prepared and agreed to by the contractor and the Agency. The salient features of the Oracle Enterprise License include:

A. Product Coverage: The Enterprise License is available only for specific Oracle core technologies as identified in the product bundle options as defined in the above referenced Exhibits.

B. License Population: The Enterprise License will be available only if an Agency wishes to license its entire population users, which must include employees and on-site contractors or off-site contractors accessing Agency owned or leased hardware and may only be used for the purposes of supporting the Agency's internal business operations. The population must be specifically defined in the ordering document agreed to by the contractor and the Agency. The Agency population must be identifiable by objective evidence, such as annual budgeting or appropriation documents. The term [number of] Licensed Users means the user population of the Agency for which a license is acquired. As of the effective date of the order where the Enterprise License is originally established, the number of Licensed Users is equal to or greater than the user population.

C. Annual Verification and True-Up: Each Oracle SmartBUY Enterprise License shall contain an annual true-up provision agreed to by the contractor and the Agency that provides for an annual adjustment of the licensed Agency Population. Such provision shall provide that on the first anniversary of the effective date of the enterprise license ordering document, and every anniversary date thereafter, the Agency shall be required to report to Oracle in writing the then current total number of users comprising the Agency Population metric (e.g., total employees and on-site support contractors), as specifically defined and set forth in the Ordering Document. If the report to Oracle identifies an increase in the users comprising the Agency Population compared to the licensed Agency Population (as originally established or as adjusted by a previous true-up), the Agency shall be required to place an order to account for the additional usage of the Enterprise License as well as to provide for additional Technical Support associated with the additional usage. This adjustment shall only be required when users comprising the Agency Population (a) increased three percent (3%) or greater compared to the licensed Agency Population and the licensed Agency Population is less than 15,001; (b) increased two percent (2%) or greater compared to the licensed Agency Population and the licensed Agency Population is between 15,001 to 99,999; or (c) increased one percent (1%) or greater compared to the licensed Agency Population and the licensed Agency Population is greater than 99,999. If, on the annual anniversary date, there is no change or a decrease in the users comprising the Agency Population, no additional fees shall be due and the licensed Agency Population will remain unchanged. An Agency shall not be entitled to a refund, credit or other consideration of any kind in the event of a reduction in the number of users comprising the Agency Population.

Note: Unless specifically provided otherwise in the ordering document between the contractor and the Agency, all true-up and technical support renewals shall occur between Oracle and the Agency, even if the original ordering document was not directly with Oracle.

Note: If on any anniversary date, Agency elects not to certify, update the Enterprise License such that the number of Licensed Users are equal to or greater than the then current user population, or provide payment (if appropriate), upon Oracle's prior written notice to Agency, the Enterprise License shall revert to Oracle's standard license metrics; any such reversion shall be in accordance with Oracle's standard migration policies and license metrics in effect at the time. In no

Name of Offeror or Contractor: MYTHICS INC.

event shall Agency be entitled to any refund or other consideration, nor shall Agency be relieved of any obligation to pay for technical support Agency may have ordered, should Agency cause such reversion under this provision. If Agency is not current on technical support for the Enterprise License at the time this clause is invoked, Agency shall be required to pay appropriate fees for lapsed support pursuant to Oracles standard policy in order to purchase technical support for the licenses resulting from this provision. This provision shall not require Mythics or Oracle to deliver any programs nor entitle Agency to any program updates.

D. Support Cap: Enterprise Licenses acquired under this BPA will have a 0% support cap for the initial two annual support renewals and a 2% support cap for the third annual support renewal.

E. Assignment of Enterprise Licenses: In the event an Agency that has purchased an Enterprise License under this BPA (licensed Agency) is re-organized or restructured such that its responsibilities and operations are transferred to another Agency, such licensed Agency shall have the right to assign effected program licenses to a successor. Such assignment shall only be effective if: (1) the licensed Agency provides advance written notice to Oracle; (2) the licensed Agency has continuously maintained Software Update License & Support; and, (3) the licensed Agency and the successor Agency agree to be bound in writing to appropriate modifications and/or ordering documents as mutually agreed by the parties to effectuate the assignment.

F. Surge Usage for National Defense: Where appropriate, subject to mutual agreement, DoD and Agencies directly supporting national security efforts may be provided surge usage in the event of a war or national mobilization. The following language may be included in the ordering document, subject to contractors agreement:

In the event of a declaration of war or national mobilization, for a period of time no greater than twelve months, there shall be no limit on the number of licenses for the Programs with a license metric of Licensed Users for temporary use by the ordering Activity to support its operations. This temporary use is only for Programs licensed on this Ordering Document with the metric of Licensed Users.

G. Migration: Agencies shall migrate programs previously licensed into the Enterprise License pursuant to Oracles then current migration policies, to the extent the Agency is up to date on technical support. At the time of migration of such program licenses, it will be necessary for the contracting officer to agree to terminate the migrated licenses and to provide the contractor written assurance in the ordering document indicating that the Agency is authorized to enter into the migration option with respect to the terminated licenses. Except for credit provided under Oracles then current migration policy, Customer shall not be entitled to any refund or other consideration should Customer elect to migrate to the Enterprise License.

H. Open Market: Mythics does not maintain an Oracle Enterprise License metric on its GSA Schedule Contract; however, software programs in the bundles in Exhibit B 1 and B-2, which are being made available under this BPA, are on Mythics GSA Schedule Contract. Any programs not on Mythics underlying GSA Schedule must be identified as open market items at the time of order placement.

7. Pricing.

The unit prices and rates for this BPA shall be based on Mythics GSA Contract pricing currently in effect at the time the order is placed.

The base price offered by Mythics under this contract for any software product under a lease or special solution shall not exceed the price of that software available on this BPA. The terms of the lease shall be at least as good as the rates provided in Mythics GSA schedule.

Mythics agrees that in no case shall the prices specified in this BPA be more than the prices reflected in Mythics GSA Contract for identical products and first year technical support services. No less than quarterly, Mythics shall propose to adjust its BPA CLIN prices to reflect price adjustments made during the previous quarterly period under its GSA Contract for the identical products and first year technical support services.

8. Discount Structure.

A. Professional Services. The percentage discount to be applied to Professional Services, will be based on the total Single Order Amount as shown in Exhibit A-5, Mythics Professional Services. Professional Services can be performed under a Firm Fixed Price or a Time and Material basis.

9. Voluntary Price Reductions and Special Orders.

Mythics can voluntarily reduce prices and labor rates at any time by giving 24-hour advance notice (via FAX or E-mail) to the BPA Contracting Officer and the CHSS Product Manager. In addition, Mythics may negotiate special discounts for specific orders for their respective CLINs. These special discounts shall be negotiated under CLIN MYT-0197, Special Solutions.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 13**

PIIN/SIIN W91QUZ-06-A-0003

MOD/AMD P00024

Name of Offeror or Contractor: MYTHICS INC.

10. Media.

When electronic delivery is required, Mythics shall deliver the following Internet URL: [://edelivery.oracle.com](http://edelivery.oracle.com) to Ordering Activity through which Ordering Activity can access and download all of the software programs and program documentation for each program specified in the Ordering Document for such programs available in production release as of the effective date of the relevant Ordering Document. Please be advised that not all programs are available on all platforms. For current program availability please check the electronic delivery web site. Provided Ordering Activity continuously maintains Software Update License & Support, Ordering Activity may continue to download the software programs for the licensed programs under this ordering document at the electronic delivery web site. The Ordering Activity shall be responsible for installation of the licensed Programs regardless of the method of delivery.

Delivery, if required in tangible form, shall be made as negotiated between the Ordering Activity and Mythics. Where tangible delivery is required, Mythics shall deliver to the address specified by Ordering Activity.

The delivery requirement, destination and delivery date shall be specified in each order.

Applications and/or Tools Programs may also include any source code that Oracle provides as part of its standard delivery of such Programs. This code shall be governed by the terms of this BPA, the Schedule and the relevant Ordering Document.

11. Audits. Unless expressly provided otherwise in an individual order, Licensee shall perform an internal audit annually and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. The Licensee will furnish Oracle with a signed certification that the programs are being used pursuant to the provisions of the order including but not limited to the license quantities, or Licensee shall permit Oracle to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All Oracle personnel must have appropriate security clearances to gain access to Licensee site or data, if required.

12. Maintenance.

A. Annual Technical Support for Programs is provided under Oracles Technical Support policies, which are in effect on the date Technical Support services are ordered. The current version of the technical support policies may be accessed at <http://oracle.com/contracts>. Oracles Technical Support policies are subject to change at Oracles discretion; however, Oracle will maintain a materially equivalent level of services provided for supported programs during the period for which fees for technical support have been paid. Technical Support consists of Software Updates and Product Support. Software Updates provides an Ordering Activity with rights to new Oracle releases including product upgrades, maintenance releases and patches. Product Support is a 24x7 technical support service that provides direct access to Oracle experts for product-specific questions about installing and operating Oracle software via telephone or web access. Software Update License & Support is a single component Technical Support offering.

B. Oracle will provide twelve months notice prior to de-supporting any product acquired under this BPA through Oracles support website or through other means.

C. If Oracle reduces or replaces the functionality contained in the licensed products (Licensed Product), and provides this functionality as a separate or renamed product (Product) at no additional cost to customers currently under Oracle technical support for the Licensed Product, then an ordering Activity shall be entitled to the license of such Product which is generally available in production release at no additional license or maintenance fee, provided that such ordering Activity is under then current Oracle technical support for that Licensed Product, and subject to the terms and agreements of the applicable license agreement.

13. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, NOR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MYTHICS LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE ORDERING DOCUMENT, AND IF SUCH DAMAGES RESULT FROM CUSTOMERS USE OF THE PROGRAM OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY, PRORATED OVER A FIVE-YEAR TERM FROM THE DELIVERY DATE OF THE APPLICABLE LICENSE OR THE DATE OF PERFORMANCE OF THE APPLICABLE SERVICES.

14. Reporting and Payment of Fees.

As a result of this BPA, Mythics shall be responsible for the following:

1. Reporting:

- a. Submittal of CHES Deliverable reports to CHES, on a quarterly basis (see Exhibit C).
- b. Accuracy of CHES report data
- c. Submittal of applicable GSA reports

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 6 of 13**

PIIN/SIIN W91QUZ-06-A-0003

MOD/AMD P00024

Name of Offeror or Contractor: MYTHICS INC.

2. Payment of the GSA Industrial Funding Fee (IFF) and Acquisition, Contracting & Technical (ACT) Fee for Service for all orders awarded to Mythics

B. AUTHORIZED USERS

1. Authorized BPA Users.

This Enterprise Software Agreement/SmartBUY Contract is open to all U.S. Executive Agencies (as defined in 48 CFR 2.1), including the Department of Defense (DOD), and authorized contractors, except as restricted herein.

Pursuant to FAR Part 51, contractors performing work for the agencies set forth above may use this BPA on behalf of and for the benefit of an agency(ies) if they provide Mythics with a bona fide Letter of Authorization from their cognizant Contracting Officer. The letter must be on appropriate Government letterhead; it must authorize the contractor the use of this BPA; it must cite the specific contract under which work is being performed by the Federal Government; it must cite the inclusive dates during which the authorization is valid; and, it must be signed by the Contractor's cognizant Contracting Officer. Contracting Officers for Contractors working in a classified environment shall coordinate the letter of authorization requirements with PD CHESS.

C. ORDERING

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil/>. The Government will also post this contract to <https://chess.army.mil/>

1. FAR Subpart 8.4 and DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the DoD buyer are summarized from the DFARS:

a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they are available, purchase the designated software from DoD inventory and reimburse the SPM.

b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.

c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.

2. Delivery Orders. The scope of this effort will reflect that of Mythics GSA Schedule. Delivery requirements and administration will be stipulated on Delivery Orders.

a. Notice to DoD Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSAs Ordering Procedures for Services and DFARS 208.404-70.

b. Ordering via this BPA is decentralized. Orders are prepared in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 115.

c. Orders will be placed against this BPA in accordance with the GSA Contract and the PD CHESS ordering instructions located at <https://chess.army.mil/>. To identify orders purchased via this Agreement, the BPA number shall appear on each order. The order shall also include identification of the ordering activity, point of contact phone number and electronic mail address and items purchased. (By specific BPA CLIN number)

d. For Professional Services orders, the following shall also be included:

1. Description of Services
2. Mutually Agreed Upon Statement of Work
3. Period of Performance
4. Place of Performance

3. Delivery. Deliveries shall be made to the locations specified in each order in accordance with the terms of Mythics GSA Contract GS-35F-0153M.

Shipments to APO addresses are prohibited unless specifically requested on the delivery order. Only the PD of CHESS can expedite orders.

Acceptance shall be in accordance with Mythics GSA Schedule.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 7 of 13**

PIIN/SIIN W91QUZ-06-A-0003

MOD/AMD P00024

Name of Offeror or Contractor: MYTHICS INC.**D. INVOICING AND PAYMENT**

1. Invoicing: The requirements of a proper invoice are as specified in the GSA Contract. Invoices shall be submitted to the payment address specified on each delivery order issued against this BPA.

2. Payment: Payment shall be made for items accepted by the Government specified in each delivery order. Payment procedures are in accordance with the GSA Contract. The payment office shall be identified on each delivery order issued against the BPA. The Government will make payment in accordance with Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular, A-125, Prompt Payment. FAR 52.232-25, Prompt Payment (October 2003) applies. At the option of the Government payments under this BPA may be made by check, electronic funds transfer, or the automated clearinghouse.

Precedence: The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and any pre-printed terms on the Ordering Activitys order or the Contractors invoice, the provisions of the BPA will take precedence.

3. Fast Payment Procedure: FAR 52.213-1, Fast Payment Procedure (Feb 1998), is hereby incorporated into this agreement.

E. BPA MANAGEMENT AND OVERSIGHT.

1. Mythics shall provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, periodic program management reviews, invoicing, payment and submission contract deliverables reports.

2. Report of Sales: Report of sales shall be by submission of the Order Transaction (OT) and Fee For Service (FFS) reports submitted to CHESSE as a Microsoft Excel Spreadsheet within (30) days following the completion of the reporting period. The reports shall be submitted in the standard format shown in Exhibit C. Negative reports are required. The Fee For Service (FFS) Report payment shall be submitted by the 30th calendar day after the end of each calendar quarter. CHESSE will provide copies of the FFS Report on a quarterly basis to the Federal Components participating in fee sharing. If the BPA contains services, current FFS paid by Delivery Order and total FFS paid will be included in the report.

3. Universal Standard Products and Services Code: The Universal Standard Products and Services Code (UNSPSC) is a required field of the Order Transaction (OT) report. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by ECCMA, the Electronic Commerce Code Management Association. The current version consists of more than 16,000 terms and is available free as a download at <http://www.unspsc.org>. This list can also be requested by contacting the CHESSE program.

4. Records: The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. Program Management Reviews (PMR): Mythics PM shall participate in regular reviews of the progress of the BPA. Reviews shall be held no more than twice yearly as scheduled by the Software Product Manager. During these reviews Mythics shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA, as well as changes to Mythics business practices that Mythics believes may impact BPA transactions in the future. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

6. Sales Leakage: The goals of the ESI Program can only be realized through cooperation between the Government and the Contractor to direct appropriate sales through the ESI vehicles. The Contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. The Contractor shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

7. Marketing: Mythics shall ensure that all assigned Federal sales personnel are knowledgeable of the details of this BPA and will dedicate reasonable resources to the effort of marketing and advertising this agreement as part of the normal sales cycle of participating in customer trade shows and sponsored events.

8. Multicore Processor Hardware: The following shall apply with respect to new acquisition of Programs available for license on a processor basis hereunder: ESI acknowledges that Oracles then current commercial policies with respect to processor licenses for multicore processor hardware shall apply unless different terms and conditions are negotiated within a specific Ordering Document.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 8 of 13**

PIIN/SIIN W91QUZ-06-A-0003

MOD/AMD P00024

Name of Offeror or Contractor: MYTHICS INC.

9. DoD Email-IT Corridor: As the scope of the DoD Email-IT Corridor becomes finalized, Mythics will work with the Government to participate in this Government electronic ordering program as is mutually agreeable.

F. STANDARDS

1. YEAR 2000 Compliance: All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. JTA Compliance: All products offered shall comply with the appropriate Publicly Available Standards (PAS) (e.g., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA). More information on this standard can be found at <http://jta.disa.mil>.

3. Section 508 of the Rehabilitation Act Compliance: Section 508 compliance information on the products provided by Oracle is available at <http://www.oracle.com/accessibility/>. Any requirements regarding Section 508 for services must be expressly agreed to by the Contractor and the ordering activity in the order.

G. FEE FOR SERVICE.

1. GSA Industrial Funding Fee (IFF). The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

2. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities.

2.1 The ACT fee is 2% and is included for all software products, the initial maintenance coverage period, software maintenance as a service, system maintenance services and other related services and/or training. For purposes of this document, the term software means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code). Software maintenance as a service creates, designs, implements, and/or integrates customized or configured changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are deliverable-based and charged in arrears. System maintenance services include system maintenance services for software maintenance associated with proprietary hardware systems It can also include software support associated with middleware, proprietary application programming interface (API) specific to one or more devices within a particular manufacturer's product range or similar types of software maintenance as deemed appropriate by the ESI Team. The ACT fees shall be remitted and distributed in accordance with sections 3 and 4 of this document.

2.2 There is no ACT Fee charged for the renewal of software maintenance. For the purposes of this document, the term renewal means the continuation of software maintenance in the subsequent coverage periods following the initial maintenance period.

3. Remittance of Fees. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January March, April June, July September, and October December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

4. Fee Distribution. The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

The Air Force, Army, DLA, DISA, Navy and GSA (for SmartBUY Federal government Civilian Agency orders) are participating in an ACT fee-sharing program. For orders within DoD, the 2% ACT fee is split equally between the DoD Component whose customer places the order and the Component that manages the contract. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. ACT fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DLA, DISA, Navy, DoD or Non-DoD as appropriate. In the case of SmartBUY orders (Federal Government Civilian Agencies) non-DoD orders and non DoD support contractor orders, excluding the Intelligence Community and non Coast Guard orders or support vendors to same, the 2% ACT fee is split equally between the Agency that manages the contract and GSA SmartBUY Program Management Office.)

4.1 ALL SALES:

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 9 of 13**

PIIN/SIIN W91QUZ-06-A-0003

MOD/AMD P00024

Name of Offeror or Contractor: MYTHICS INC.

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. For example, an Air Force order issued against an ESI agreement managed by the Navy results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Navy shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for DISA sales and 2% for all other sales.

4.2 NAVY SALES:

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to Treasurer of the United States. No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA (fill in applicable #)
DoD (fill in name of agreement) Enterprise Software Agreement
ACT Fee

For US Postal Service mail or USPS Express Mail, send check to:

SPAWARSSYSCEN PACIFIC
Attn: Suzi Ellison
Code 55390, Bldg. 91
53560 Hull Street
San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services,
send check to:

SPAWARSSYSCEN PACIFIC
Shipping and Receiving
Receiving Officer (OT 7)
Attn: Suzi Ellison
Code 55390, Bldg. 91
4297 Pacific Hwy.
San Diego, CA 92110

Email a copy of the ACT Fee remittance check to: susan.m.ellison8.civ@mail.mil

4.3 LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

MEMORANDUM FOR
Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)
PEO Enterprise Information Systems
SFAE-PS-CH (Attn: Miguel Campos)
9351 Hall Road, Bldg 1456
Fort Belvoir, VA 22060

From: Company Name
Street Address
City, State, Zip Code
POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for

(Company Name)
(BPA/Contract Number)
(FY/Quarter)

1. Collection of the check will include the following:

- a. Please make check payable to United States Treasury
- b. Mail original check to address above

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 10 of 13

PIIN/SIIN W91QUZ-06-A-0003

MOD/AMD P00024

Name of Offeror or Contractor: MYTHICS INC.

2. Direct questions to Miguel Campos: 703-806-8222

3. Provide copies of this letter, the related Fee for Service Report, and a copy of the check electronically to:

mailto:peoeis.pdchess.vndrrpts@us.army.mil

mailto:miguel.a.campos22.civ@mail.mil

mailto:Clifford.j.stevens6.civ@mail.mil

4.4 AIR FORCE SALES:

(COMPANY NAME BLOCK)

(DATE BLOCK)

MEMORANDUM FOR DEFENSE FINANCE and ACCOUNTING SERVICE

FROM: (Company Name)

(Street Address)

(City, State and Zip Code)

SUBJECT: Collection of Checks for ESI SW FY13

(Contract #_____)

1. This transmittal letter is to be used in lieu of a cash collection voucher (DD Form 1131).

2. Line of accounting to collect this check into is as follows:

5733400 303 47GU 4G4ZKW 040000 43940 72806F 667100 F67100 SC: 97 CSN: 007999

FSR: 019004

PSR: E05452

DSR: 664130

MORD NUMBER: F2XTKB2283M004

NOTE: Please do not alter any of the information above.

3. Direct questions to (Company POC, phone number, email address).

[Signature Block]

1 Atch: Check # -----

THE FOLLOWING REQUIREMENTS ARE VERY IMPORTANT. PLEASE FOLLOW:

1. Make checks payable to: 3801-LI

2. Send both ORIGINAL CHECK and ORIGINAL TRANSMITTAL LETTER to the appropriate address based on delivery method:

Submit fee payments by U.S. mail to:

Disbursing Operations Directorate

ATTN: 3801 Limestone

P.O. Box 269339

Indianapolis, IN 46226-9339

Submit fee payments by FedEx to:

DFAS-IN/JFDBB

8899 E 56TH Column 127TH

Indianapolis, IN 46249-8763

3. Email both the following:

A. A COPY of both check and transmittal letter to: AFPEO.BES.HICI.Financials@Gunter.Af.Mil

B. Attach electronically (in Excel format) the SALES REPORT (per BPA requirements).

C. Subject line format of e-mail MUST be as follows:

Contract number with hyphens, SALES REPORT month year, contract name, and contractor name

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 11 of 13

PIIN/SIIN W91QUZ-06-A-0003

MOD/AMD P00024

Name of Offeror or Contractor: MYTHICS INC.

[Example: FA0000-00-A-0000, Sales Report October 2012, ESI SW, Vendor]

D. PLEASE FOLLOW YOUR CONTRACT CHANGES REGARDING SURCHARGE FEES.

4.5 DLA SALES

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to Treasurer of the United States. No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA (fill in applicable #)

DoD (fill in name of agreement) Enterprise Software Agreement

Quarterly ACT Fee

Send check to:

Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A
8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency
Attn: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or email a copy of the check to:

Email: <mailto:Susan.Lizzi@dla.mil>

4.6 DISA SALES

FY13 LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTSMEMORANDUM FOR DFAS-CO
Finance and Accounting Office
Attn: Disbursement Office (Tom Triplett)
3990 East Broad St., Bldg. 21
Columbus, Ohio 43213From: Company Name
Street Address
City, State, Zip Code

POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)
(BPA/Contract Number)
(Quarter/FY)

1. Collection of the check will include the following:

- c. Please make check payable to Treasurer of the United States
- d. Mail original check to address above
- e. Checks must be accompanied by this transmittal letter.

2. To ensure proper crediting of the payment, DISA shall use the following accounting data.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 12 of 13****PIIN/SIIN** W91QUZ-06-A-0003**MOD/AMD** P00024**Name of Offeror or Contractor:** MYTHICS INC.

LOA: 973 0100.4300 P30303148K ZZDI0 CI 2531 DCIMO36608 S12137

3. Direct questions to Jonnice Medley, 301-225-8081.

4. Provide copies of this letter and check to:

mailto:jonnice.medley.civ@mail.mil.

4.7 GSA SALES

GSA SALES

The amount of ACT Fee due GSA shall be calculated at 1% of all Civilian agency sales. Remit ACT Fee by electronic payment using pay.gov(ww.pay.gov). Payments can be made via Automated Clearing House (ACH) and credit cards. For technical assistance with pay.gov, please contact pay.gov on (800) 624-1373, (216) 579-2112, or pay.gov.clev.frb.gov. To access pay.gov - 1. Go to the pay.gov website located at <http://www.pay.gov/>. 2. Under the heading "Find Public Forms" - select by Agency Name. 3. Select "G" 4. Select General Services Administration. 5. Select Smart. BUY. 6. Complete the forms and submit your payment to pay.gov. Send an email notification of payment to mailto:darwin.roberts@gsa.gov.

H. SECURITY REQUIREMENTS

1. Although it is unknown exactly how many persons will be required to have any and all levels of security clearance, the Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any order under this contract. A general DD254 is provided in this BPA as Exhibit F. Specific DD254s will be incorporated for individual orders, as required.

2. The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual delivery orders. The personnel shall be cleared personnel in accordance with the clause entitled Security Requirements. If satisfactory security arrangements cannot be made with the contractor, the required services shall be obtained from other sources.

3. The level of classified access required shall be indicated in the individual delivery orders.

4. The contractor shall bear the cost of any security clearances required for order performance.

*** END OF NARRATIVE A0006 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 13 of 13****PIIN/SIIN** W91QUZ-06-A-0003**MOD/AMD** P00024**Name of Offeror or Contractor:** MYTHICS INC.

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 0001	UPDATED BPA TERMS AND CONDITIONS	03-JUN-2013	022	EMAIL
Attachment 0002	A1 - ORACLE TECHNOLOGY GLOBAL PRICE LIST	04-JUN-2013	019	EMAIL
Attachment 0003	A2 - ORACLE E-BUSINESS SUITE APPLICATIONS GLOBAL PRICE LIST	04-JUN-2013	017	EMAIL
Attachment 0004	A3 - ORACLE PRIMAVERA GLOBAL PRICE LIST	04-JUN-2013	002	EMAIL
Attachment 0005	B-1 & B-2 - MYTHICS SMARTBUY ENTERPRISE LICENSES	14-MAR-2013	003	EMAIL