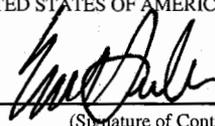


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00014		3. EFFECTIVE DATE 4-Sep-13	4. REQ./PURCH REQ.#	5. PROJECT NO. (IF APPLICABLE)	
6. ISSUED BY NAVSUP WEAPON SYSTEMS SUPPORT 5450 CARLISLE PIKE, P.O. BOX 2020 MECHANICSBURG, PA 17055-0788		CODE N00104	7. ADMINISTERED BY SAME AS BLOCK 6 DENNIS FELLIN CODE: 0272.1 PHONE: 717-605-5659 EMAIL: DENNIS.FELLIN@NAVY.MIL		CODE N00104
8. NAME AND ADDRESS OF CONTRACTOR SHI INTERNATIONAL CORPORATION 33 KNIGHTSBRIDGE ROAD PISCATAWAY, NJ 08854 POC: MICHAEL MATTERN PHONE: 732-564-8333 EMAIL: MICHAEL_MATTERN@SHI.COM			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10a. MODIFICATION OF CONTRACT/ORDER N00104-02-A-ZE86 GS-35F-0111K		
			10B. DATED (SEE ITEM 13) 08/09/2002		
CODE 1HTFO	FACILITY CODE		X		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is <input type="checkbox"/> 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 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 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) N/A					
13. THIS ITEM APPLIES ONLY TO THE MODIFICATION OF CONTRACTS/ORDERS AS SPECIFIED ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO:		THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE			
CONTRACT ORDER NO. IN ITEM 10A.					
X		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES 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: FAR 43.103(a)(3)			
		D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return 1 copy.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (including solicitation/contract subject matter where feasible.)					
THE PURPOSE OF THIS MODIFICATION IS TO:					
1. Revise BPA, Attachment B, Program Agreement, Section 13, Making Software Copies,(b) Reimiging Rights to reflect additional terms as noted in Appendix A to this modification.					
Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>		
			WILLIAM HUBER CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
			BY 		
(Signature of person authorized to sign)			(Signature of Contracting Officer)		04 SEP 13
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 (SPCC OVPT) (REV 10-84) (LOCAL)		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53-243	

Revised BPA Attachment B, Program Agreement, Section 13, Making Software Copies, (b) Reimaging Rights

Appendix A

13. Making copies of software.

a. *Copies necessary for internal deployment.* Each enrolled affiliate may make as many copies of the products licensed under the enrollment you submit on its behalf as necessary to distribute the products to the users within its enterprise. All copies of any product must be true and complete copies (including copyright and trademark notices) and be made from CD-ROMs, disk sets or a network source, acquired from or made available by a Microsoft approved fulfillment source for that product. Each enrolled affiliate may also have a third party make and distribute copies in its place, but the enrolled affiliate is responsible for third-party actions to the same extent it would be if the third party were its employee. You and enrolled affiliates must make reasonable efforts to make employees, agents and other individuals running a product aware that the product is licensed from us and may only be run or transferred subject to the terms of this agreement and the License Agreement/Product Use Rights.

b. *Re-imaging rights.* If an enrolled affiliate or any affiliate included within its enterprise has licensed products from an original equipment manufacturer (OEM), through a retail source or under any Microsoft program other than this Enterprise Agreement program, it may use copies made from the media provided under the enrollment you submit on behalf of the enrolled affiliate in place of any copies made from the media provided through that separate source, so long as it complies with the following restrictions.

(i) The enrolled affiliate must have obtained a separate license from the separate source for each copy being replaced.

(ii) The product, language, version and all components (in the case of product suites, such as Office) of the copies made from the media provided under an enrollment must be identical to the product, language, version and all components of the copies they replace.

(iii) In the case of copies licensed from an original equipment manufacturer (OEM) or through a retail source, in addition to the other conditions outlined in this subsection 13(b)(iii), the product type (e.g. upgrade or full license) of the copies made from the media provided under an enrollment must be identical to the product type of the copies they replace. However, an enrolled affiliate may use copies of a desktop operating system made from the media provided under the enrollment you submit on its behalf in place of copies of the same desktop operating system obtained from a separate source, even though they may be of different types (i.e. one may be an upgrade and the other a full license), provided that the product, language and version are identical.

The use of any copies made under this subsection 13(b)(iii) is subject to the terms and use rights provided with or otherwise applicable to the copies being replaced, and nothing in this section creates or extends any warranty or support obligation.

In addition to above Section 13b, entitled *Re-imaging rights*. Enrolled Affiliate (US Department of Defense (DoD) customer) is authorized to:

(a) reproduce Microsoft Product(s) in object code on DoD gold disks, such as the "DoD Unified Master Gold Disk" (UMGD), which contain Microsoft Products and other software applications;

(b) distribute the Microsoft Product(s) on the DoD gold disks via government networks and other electronic or physical media to DoD Components (e.g., DoD Agencies, Combatant Commands, DoD Field Activities, Military Services) (aka "Enrolled Affiliates") for access and use in accordance with the terms of each Enrolled Affiliate's existing Microsoft ELA and Enrollment(s). Permission to reproduce and distribute the Microsoft Product(s) on DoD gold disks includes software upgrades acquired with Software Assurance and patches and is valid during the term of the active Microsoft ELA and Enrollment(s). It is a requirement that both the Enrolled Affiliate reproducing and distributing the UMGD or other DoD gold disks and the Enrolled Affiliates receiving the UMGD or other gold disks shall have an active Microsoft ELA and Enrollment(s); and,

(c) Enrolled Affiliates shall use their Microsoft Volume License Key or Enterprise Volume License Activation Solution under their respective Microsoft ELA and Enrollment(s) to use the Microsoft Product(s) configured as part of the UMGD or other DoD gold disk.

Microsoft reserves the right to unilaterally rescind this special use right as it pertains to paragraphs (a) and (b) above by providing the Government Partner and Enrolled Affiliate with 90 days notice. In the event that Microsoft rescinds the special use rights conveyed in paragraphs (a) and (b) above, Enrolled Affiliates shall retain the re-imaging rights conveyed in the standard Microsoft ELA and Federal License Agreement/Product Use Rights."