

2. AMENDMENT/MODIFICATION NO. 0011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda MD 20892-7511	CODE IO-OLAO/NITAAC	7. ADMINISTERED BY (If other than Item 6) National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda MD 20892-7511	CODE ADM-OLAO/NITAAC
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC FEDERAL DATA NETWORK TECHNOLOGIES, 7000 MUIRKIRK MEADOWS DRIVE SUITE 100 BELTSVILLE MD 207056351	(x)	9A. AMENDMENT OF SOLICITATION NO.
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		9B. DATED (SEE ITEM 11)
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		10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200127W
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CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 07/11/2012
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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 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 ACKNOWLEDGEMENT 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)
See Schedule

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

CHECK ONE	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Subpart 42.12 - Novation and Change-of-Name Agreements
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
The purpose of this modification is:

A. By the execution of the attached Novation Agreement, to recognize ASRC FEDERAL DATA NETWORK TECHNOLOGIES, LLC, a limited liability company duly organized and existing under the laws of Delaware with its principal office in Beltsville, MD, as the successor in interest to DATA NETWORKS, INC., a corporation duly organized and existing under the laws of Virginia with its principal office in Reston, VA.

B. To change contractor from:
DATA NETWORKS, INC.
DUNS: 199748674 CAGE Code: 03EV6
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Scott Salzano, Director of Contracts</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEITH JOHNSON
15B. CONTRACTOR/OFFEROR <i>Scott Salzano</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4/28/17
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED 5/2/17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HHSN316201200127W/0011

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NAME OF OFFEROR OR CONTRACTOR
ASRC FEDERAL DATA NETWORK TECHNOLOGIES, LLC:1289787

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1821 MICHAEL FARADAY DRIVE, SUITE 401 RESTON VA 20190-5341</p> <p>To: ASRC FEDERAL DATA NETWORK TECHNOLOGIES, LLC DUNS: 080068590 CAGE Code: 7HPK7 7000 MUIRKIRK MEADOWS DRIVE SUITE 100 BELTSVILLE MD 20705-6351</p> <p>All other terms and conditions (e.g., pricing) remain unchanged.</p> <p>Payment: Approved By, DITA-NITAAC Central 2115 East Jefferson St, MSC 8500 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda, MD 20892-8500 Period of Performance: 07/15/2012 to 07/14/2022</p>				

Novation Agreement

Data Networks, Inc. (Transferor), a corporation duly organized and existing under the laws of Virginia with its principal office in Reston, VA; ASRC Federal Data Network Technologies, LLC (Transferee), a limited liability company duly organized and existing under the laws of Delaware with its principal office in Beltsville, MD; and the United States of America (Government) enter into this Agreement as of February 8, 2016.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the National Institutes of Health, has entered into certain contracts with the Transferor, as shown in the attached list marked Exhibit A and incorporated in this Agreement by reference.

The term "the contracts," as used in this Agreement, means the above contract and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contract" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of February 8, 2016, the Transferor has transferred to the all the assets of the contract to the Transferee by virtue of the Asset Purchase Agreement.

(3) The Transferee has acquired all the assets of the contract of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contract.

(7) Evidence of the above transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement:

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the

contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee-

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

United States of America,

By Keith Johnson -S
Name Keith Johnson
Title Contracting Officer

Data Networks, Inc.,
By Catherine Norton
Name Catherine Norton
Title Assistant Secretary
[Corporate Seal]

I, Clifford Greenblatt, certify that I am the Secretary of Data Networks, Inc., that Catherine Norton, who signed this Agreement for Data Networks, Inc., was then Assistant Secretary of this corporation Data Networks, Inc. on February 8, 2016; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this

23 day of March 2017.

By Clifford Greenblatt
[Corporate Seal]

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ASRC Federal Data Networks Technologies, LLC

By Clifford Greenblatt

Name Clifford Greenblatt

Title Secretary

[Corporate Seal]

Certificate

I, Catherine Norton, certify that I am the Assistant Secretary of ASRC Federal Data Networks Technologies, LLC, that Clifford Greenblatt, who signed this Agreement for ASRC Federal Data Networks Technologies, LLC, was then Secretary of this limited liability company on February 8, 2016; and that this Agreement was duly signed for and on behalf of this company by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 23 day of March 2017.

By Catherine Norton

[Corporate Seal]

Exhibit A

HHSN316201200127W Purchase Orders to Novate

HHS250201300040W
HT0011-15-F-0022
FCC15G0087
YA1323-15-BU-0013
YA1323-15-BU-0013/001
YA1323-15-BU-0013/002
HHSF223201400054W
200-2013-55184
200-2014-5813