AMENDMENT OF SOLICITATION/MO...ICATION OF CONTRACT

1. C... ID Code | Page ... Of ... Pages

2. Amendment/Modification No.: M001

3. Effective Date: NOV 15 1996

4. Requisition/Purchase Req No.: 97-C-005

5. Project No. (If applicable)

6. Issued By — CODE Procure
Office of Procurement
Patent and Tracemark Office
...11 Crystal Drive, Suite 810
Arlington, VA 22202

7. Administered By (If other than item 6)

8. Name and Address of Contractor (No., street, city, county, State, ZIP)
HUGHES DATA SYSTEMS
2362 MCGAW STREET
IRVINE, CA 92714

CODE | FACILITY CODE

☐ 9A. Amendment of Solicitation No.

☐ 9B. Dated (see item 11)

☒ 10A. Modification of Contract/Order No. 50PAPT600041

☒ 10B. Dated (see item 13) August 22, 1996

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 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)

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

☐ 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 AUTHORITY OF: Mutual Agreement of the Parties (see page 2)

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

SEE 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)
E.O. Knowles, President

16A. Name and Title of Contracting Officer (Type or print)
Anastasia, Mike

15B. Contractor/Offeror — Signature of person authorized to sign

15C. Date Signed: DEC 6 1996

16B. United States of America — Signature of Contracting Officer

16C. Date Signed: DEC 12 1996

30-105-04
000068

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification to Contract 50-PAPT-6-00041 is to :

(1) incorporate a Technology Enhancement for that technology that is near or at the end of their lifecycle and incorporate revised unit prices as a result of the Technology Enhancement;

(2) incorporate the Contractor's proposal by reference in Section C;

(3) provide a clarification to Section E.2.2, "Acceptance";

(4) revise Section G by incorporating the Contractor's Electronics Funds Transfer address and providing a change in the Contracting Officer's Technical Representative; and

(5) revise Section H.4, "Quarterly Price Adjustment" to incorporate a definitive schedule for price adjustments.

The substitutions of Contract Line Items (CLINs) and the resulting price adjustment under this modification are made under the authority of Section C.4.4, "Technology Enhancement", Section H.17, "Technological Advances", Section H.4, "Quarterly Price Adjustment", and mutual agreement of the parties. Accordingly, Contract 50-PAPT-6-00041 is modified as follows:

1. Under Section B.1, "SUPPLIES AND/OR SERVICES AND PRICES/COSTS, B.1.1, "BASE PERIOD" , make the following changes:

(a) Delete B.1.1 in it's entirety and replace with the following:

B.1.1 BASE PERIOD (Effective Date of Award through 12 months thereafter)

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	Desktop Workstation	300	4,533	
001AA	Level 1 Desktop Workstation (180 Pentium Pro 180, Intel Venus Motherboard, 32 MB EDO DRAM, NIC, Surge suppressor, Floppy Drive, Keyboard, 3-button mouse			$1,699.00
001AB	Level 2 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppressor, Floppy Drive, Keyboard, 3-button mouse			$1,987.00
002	Video Monitor -17" and Accessories			
002AA	Video Monitor - 17" CTX 1785GME Monitor	213	4533	$ 632.00
002AB	Graphics Display Adapter (1280 x 1024)	213	4533	$ 262.00
003	Video Monitor - 21" Hitachi HM-4921-D/A-OTO1 Monitor	200	4533	$1,499.00
004	Video Monitor - 24" dual page Image Systems M24LMAX Monitor (with Digital Controls)	1	3000	$1,365.00

005	Video Accelerator Adapter - 1600 x 1200 Matrox Millenium 4MB MGA-MIL/4G	200	4533	$ 409.00
006	Internal Hard Disk Drive, IDE (2GB) Seagate ST32140A 2 GB IDE	100	500	$ 279.00
007	Internal Hard Disk Drive, Fast SCSI-2 (2GB) Seagate ST32171W 2 GB SCSI-II	357	2500	$ 679.00
008	Internal Hard Disk Drive, Fast SCSI-2 (4GB) Seagate ST34371W 4 GB SCSI-II	357	1000	$ 949.00
009	Removable Internal Storage Device Integral Peripherals Viper 170E	5	1000	$ 299.00
010	CD-ROM Drive, Internal Plextor 8PleX SCSI CD-ROM Drive	400	4533	$ 259.00
011	Tape Backup Kit, Internal Tecmar WangDAT 2 GB Tape Drive w/5 90 Meter DAT Tapes	100	4533	$ 719.00
012	Network Interface - Ethernet 10Mb/s Intel EtherExpress Pro 100 NIC	814	4533	$ 113.00
013	Fast SCSI-2 Interface Adaptec AHA-2940UW SCSI Adapter	714	3500	$ 171.00
014	PCMCIA Adapter Greystone GS220 Card Dock	5	1000	$ 87.00
015	Memory Expansion	200	13000	
015AA	Memory Expansion - 8MB SIMMs 8 MB 60 ns EDO DRAM SIMM Module			$ 72.00
015AB	Memory Expansion - 16MB SIMMs 16 MB 60 ns EDO DRAM SIMM Module			$ 144.00
015AC	Memory Expansion - 32MB SIMMs 32 MB 60 ns EDO DRAM SIMM Module			$ 288.00
016	Network Laser Printer and Accessories			
016AA	Network Laser Printer HP 5SiMX Laser Printer, Serial Port Interface, add'l 4MB RAM	40	1500	$3,582.00
016AB	Additional RAM for 016AA Simple Technology 16 MB RAM Module	40	1500	$ 199.00
016AC	Network Interface for 016AA HP JetDirect E/802.3	40	1500	$ 343.00
017	Local Laser Printer HP 6MP	285	3500	$ 925.00
018	Bar Code Reader - Scanner Symbol Tech Bar Code Reader, 117V Power Supply, PS-2 Smart Cable, add'l cabling	200	3500	$ 523.00
019	Bar Code Reader - Network Scanner Symbol Tech Net Bar Code Reader, PDT 3300 Portable Data Terminal, 117V Power Supply, 12V Power Supply, One-time development S/W	10	1500	$1,199.00

020	FAX/Modem, Internal US Robotics 33.6 FAX/Modem	200	4533	$ 151.00
	Multimedia Kit	200	4533	
021AA	Low-End Multimedia Kit Creative Labs AWE32PnP Sound Card, Creative Labs CS200 or Labtec LCS-1022 Speakers, Headset and Microphone			$ 84.00
021AB	High-end Multimedia Kit Sound Blaster 32 IDE PnP Sound Card, Jensen JPS-35 Speakers, Headset and Microphone			$ 209.00
022	Ergonomic Natural Keyboard	100	2000	$ 90.00
023	Keyboard Wrist (rest) Pad	814	4533	$ 3.00
024	Operating System - Multiprocessing	814	4533	
024AA	Operating System - Multiprocessing (To be Provided by the PTO)			$ 0.00
024AB	Operating System - Multiprocessing Windows NT			$ 108.00
TOTAL FOR BASE PERIOD: SEE SECTION B.2				

(b) Section B.2, "Total Contract Price", is hereby restated as follows:

The minimum base period price is $2,721,193, and the maximum base period price is $53,141,519. The maximum base period price was calculated by applying the unit prices set forth above to the maximum quantities. For those CLINs with subCLINs (i.e. CLINs 001, 015, and 021), the maximum quantities were applied to the unit prices for the higher priced subCLIN.

2. Under Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, Section C.9 is hereby added as follows:

C.9 INCORPORATION OF CONTRACTOR'S PROPOSAL

The Contractor's proposal dated October 16, 1996, reference serial number PTO-96-282, with revision dated November 4, 1996, is hereby incorporated by reference relating to Contract Modification M001.

3. Under Section E, INSPECTION AND ACCEPTANCE, the first sentence of Section E.2.2, "Acceptance", is restated as follows: "All ADPR supplies and services procured under this contract shall be subject to an Acceptance Period of up to a total of 45 calendar days after receipt of the product at the PTO before acceptance by the Government."

4. Under Section G, CONTRACT ADMINISTRATION DATA, make the following changes:

(a) Under Section G.3, "Contracting Officer's Technical Representative (COTR) - Technical Direction", subparagraph (a) is hereby revised to designate the following individual as COTR:

NAME: Carla Bowman
ADDRESS: U.S. Department of Commerce
Patent and Trademark Office
Crystal Park 3, Suite 402
2231 Crystal Drive
Arlington, VA 22202
PHONE NO: (703) 305-9425

Under Section G.6, "Electronic Payment Information", subparagraph (c) is hereby added as follows:

(c) The Contractor's Electronics Funds Transfer address is as follows:

Bank of America
Concord, CA 94520
ABA No. 121000358
Hughes Data Systems
Account No. 12351-02236

5. Under Section H, SPECIAL CONTRACT REQUIREMENTS, the following dates provide a definitiive schedule for the end of each quarter under Section H.4, "Quarterly Price Adjustment": March 31, June 30, September 30, and December 31. The next quarterly price adjustment shall be completed by March 31, 1997.

6. As a result of this modification, the total contract obligation remains unchanged. Funds are obligated in accordance with each delivery order.

7. Except as provided herein, all terms and conditions of Contract 50-PAPT-6-00041 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

Page 1 Of 5 Pages

2. Amendment/Modification No. 2

3. Effective Date

4. Requisition/Purchase Req No. 961P9805963

5. Project No. (if applicable)

6. Issued By CODE Procure

f Procurement
nt and Trademark Office
2011 Crystal Drive, Suite 810
Arlington, VA 22202

7. Administered By (if other than item 6)

8. Name and Address of Contractor (No., street, city, county, State, ZIP)
HUGHES DATA SYSTEMS
2362 MCGAW STREET

IRVINE, CA 92714

CODE FACILITY CODE

☐ 9A. Amendment of Solicitation No.

☐ 9B. Dated (see item 11)

☒ 10A. Modification of Contract/Order No. 50PAPT600041 /

☒ 10B. Dated (see item 13) August 23, 1996

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 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)

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

☐ 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 AUTHORITY OF: Mutual agreement of the parties

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

SEE ATTACHED.

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)
E.O. Knowles, President

16A. Name and Title of Contracting Officer (Type or print)
Messina, Susan B.

15B. Contractor/Offeror
E.O. Knowles
(Signature of person authorized to sign)

15C. Date Signed
FEB 28 1997

16B. United States of America
Susan B. Messina
(Signature of Contracting Officer)

16C. Date Signed
3/3/97

PTION TO SF 30
IVED BY OIRM 11-84

30-105-04

000073

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification to Contract 50-PAPT-6-00041 is to:

(1) restructure Section B.1.1 to:

(a) incorporate sub CLINs 001AC, Patent Examiner 1 Workstation, and 001AD Patent Examiner 2 Workstation; and

(b) integrate CLINs 006, 007, 008, and 013 as components under subCLINs 001AA, 001AB, 001AC, and 001AD.

(2) add a paragraph to Section C.4.4 to clarify the proposal and acceptance process for substitution of line items and technology enhancements; and

(3) add an Attachment E to the Contract which shows the breakout of PTO, Department of Commerce, and Other Federal agency maximum quantities that can be ordered.

Accordingly, Contract 50-PAPT-6-00041 is modified as follows:

1. Under Section B.1, SUPPLIES AND/OR SERVICES AND PRICES/COSTS, B.1.1, "BASE PERIOD" is modified as follows:

(a) SubCLINs 001AC for Patent Examiner 1 Workstation and 001AD for Patent Examiner 2 Workstation are hereby added at no change in the minimum or maximum quantities for CLIN 001.

(b) CLINs 006, 007, 008, and 013 are hereby included in the description, and unit price of subCLINs 001AA, 001AB, 001AC, and 001AD.

To incorporate the above changes, delete Section B.1.1 in it's entirety and replace with the following:

B.1.1 BASE PERIOD (August 23, 1996 through August 22, 1997)

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	Desktop Workstation	300	4,533	
001AA	Level 1 Desktop Workstation (180 Pentium Pro 180, Intel Venus Motherboard, 32 MB EDO DRAM, NIC, Surge suppressor, Floppy Drive, Keyboard, 3-button mouse, Internal Hard Disk Drive - IDE (2GB), Ultra Wide SCSI-3 Interface			$2,149.00
001AB	Level 2 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppressor, Floppy Drive, Keyboard, 3-button mouse, Internal Ultra Wide SCSI-3 Hard Disk Drive (2GB), Ultra Wide SCSI-3 Interface			$2,837.00

001AC	Patent Examiner 1 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppressor, Floppy Drive, Keyboard, 3-button mouse, Internal Ultra Wide SCSI-3 Hard Disk Drive (4GB), Ultra Wide SCSI-3 Interface			$3,107.00
001AD	Patent Examiner 2 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppressor, Floppy Drive, Keyboard, 3-button mouse, two (2) Internal Ultra Wide SCSI-3 Hard Disk Drives (4GB each), Ultra Wide SCSI-3 Interface			$4,056.00
002	Video Monitor -17" and Accessories			
002AA	Video Monitor - 17"	213	4533	$ 632.00
002AB	Graphics Display Adapter (1280 x 1024)	213	4533	$ 262.00
003	Video Monitor - 21"	200	4533	$1,499.00
004	Video Monitor - 24" dual page	1	3000	$1,365.00
005	Video Accelerator Adapter - 1600 x 1200	200	4533	$ 409.00
006	Internal Hard Disk Drive, IDE (2GB) SEE NOTE * BELOW	0	0	$ 279.00
007	Internal Hard Disk Drive, Fast SCSI-2 (2GB) SEE NOTE * BELOW	0	0	$ 679.00
008	Internal Hard Disk Drive, Fast SCSI-2 (4GB) SEE NOTE * BELOW	0	0	$ 949.00
009	Removable Internal Storage Device	5	1000	$ 299.00
010	CD-ROM Drive, Internal	400	4533	$ 259.00
011	Tape Backup Kit, Internal	100	4533	$ 719.00
012	Network Interface - Ethernet 10Mb/s	814	4533	$ 113.00
013	Ultra Wide SCSI-3 Interface	0	0	$ 171.00
014	PCMCIA Adapter	5	1000	$ 87.00
015	Memory Expansion	200	13000	
015AA	Memory Expansion - 8MB SIMMs 8 MB 60 ns EDO DRAM SIMM Module			$ 72.00
015AB	Memory Expansion - 16MB SIMMs 16 MB 60 ns EDO DRAM SIMM Module			$ 144.00

015AC	Memory Expansion - 32MB SIMMs 32 MB 60 ns EDO DRAM SIMM Module			$ 288.00
016	Network Laser Printer and Accessories			
016AA	Network Laser Printer	40	1500	$3,582.00
016AB	Additional RAM for 016AA	40	1500	$ 199.00
016AC	Network Interface for 016AA	40	1500	$ 343.00
017	Local Laser Printer	285	3500	$ 925.00
018	Bar Code Reader - Scanner	200	3500	$ 523.00
019	Bar Code Reader - Network Scanner	10	1500	$1,199.00
020	FAX/Modem, Internal	200	4533	$ 151.00
021	Multimedia Kit	200	4533	
021AA	Low-End Multimedia Kit			$ 84.00
021AB	High-end Multimedia Kit			$ 209.00
022	Ergonomic Natural Keyboard	100	2000	$ 90.00
023	Keyboard Wrist (rest) Pad	814	4533	$ 3.00
024	Operating System - Multiprocessing	814	4533	
024AA	Operating System - Multiprocessing (To be Provided by the PTO)			$ 0.00
024AB	Operating System - Multiprocessing Windows NT			$ 108.00
TOTAL FOR BASE PERIOD: SEE SECTION B.2 SEE ATTACHMENT F FOR MAXIMUM QUANTITIES FOR EACH AGENCY (PTO, DOC & OTHER)				

NOTE*: AS OF THE EFFECTIVE DATE OF MODIFICATION M002, CLINS 006, 007, 008, and 013 WILL NOT BE AVAILABLE AS SEPARATELY ORDERABLE ITEMS AS A RESULT OF INTEGRATION OF THESE CLINS WITH CLIN 001. THE PRICES NOTED ABOVE FOR CLINS 006, 007, 008, and 013 ARE FOR REFERENCE ONLY.

2. Under Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, the following paragraphs are hereby added to Section C.4.4, "TECHNOLOGY ENHANCEMENTS":

If the Contractor requests a substitution of contract item(s), the Government may request, at no additional charge to the Government, a Level 1 and/or Level 2 Test System. These system(s) will be on loan to the Government for a period up to the duration of the contract period. The PTO Test and Evaluation Facility (TEF) will use the test system to evaluate proposed changes to the system. The PTO will evaluate proposed substitutions on a case by case basis. When deemed necessary by the PTO and upon notification to the Contractor, the Contractor shall install the new item(s) in the test system, and upon acceptance, the replacement item(s) shall be made part of the test

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CLIN	BASE PERIOD				OPTION PERIOD I				OPTION PERIOD II			
	Max. Qty	PTO Qty	DOC Qty	Other Qty	Max. Qty	PTO Qty	DOC Qty	Other Qty	Max. Qty	PTO Qty	DOC Qty	Other Qty
001	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
002AA	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
002AB	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
003	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
004	3,000	2,143	429	429	3,000	2,143	429	429	3,000	2,143	429	429
005	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
009	1,000	714	143	143	1,000	714	143	143	1,000	714	143	143
010	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
011	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
012	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
013	3,500	2,500	500	500	3,500	2,500	500	500	4,000	2,857	571	571
014	1,000	714	143	143	1,000	714	143	143	1,000	714	143	143
015	13,000	9,286	1,857	1,857	13,000	9,286	1,857	1,857	13,000	9,286	1,857	1,857
016AA	1,500	1,071	214	214	1,550	1,107	221	221	1,500	1,071	214	214
016AB	1,500	1,071	214	214	1,550	1,107	221	221	1,500	1,071	214	214
016AC	1,500	1,071	214	214	1,550	1,107	221	221	1,500	1,071	214	214
017	3,500	2,500	500	500	3,500	2,500	500	500	3,500	2,500	500	500
018	3,500	2,500	500	500	3,500	2,500	500	500	3,500	2,500	500	500
019	1,500	1,071	214	214	1,500	1,071	214	214	1,500	1,071	214	214
020	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
021	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
022	2,000	1,429	286	286	2,000	1,429	286	286	2,000	1,429	286	286
023	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688
024	4,533	3,238	648	648	4,529	3,235	647	647	4,816	3,440	688	688

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Cont. Code | Page 1 Of Pages 2

2. Amendment/Modification No. 3 | 3. Effective Date July 16, 1997 | 4. Requisition/Purchase Req. No. 901P9005903 | 5. Project No. (If applicable)

6. Issued By CODE Procure
Office of Procurement
US Patent and Trademark Office
2011 Crystal Drive, Suite 810
Arlington, VA 22202

7. Administered By (If other than Item 6)

8. Name and Address of Contractor (No., street, city, county, State, ZIP)
HUGHES DATA SYSTEMS
2352 MCGAW STREET
IRVINE, CA 92714

CODE | FACILITY CODE

☐ 9A. Amendment of Solicitation No.

☐ 9B. Dated (see item 11)

☒ 10A. Modification of Contract/Order No. 50PAPT600041

☒ 10B. Dated (see item 13) August 23, 1995

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 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)

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

☐ 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 AUTHORITY OF: Mutual agreement of the parties.

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT. Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

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

See attached.

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)
Vice President

15B. Contractor/Offeror
Tom Walter
(Signature of person authorized to sign)

15C. Date Signed 7/18/97

16A. Name and Title of Contracting Officer (Type or print)
Morehart, Becky

16B. United States of America
Becky Morehart
(Signature of Contracting Officer)

16C. Date Signed 7/18/97

30-105-04

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

000078

The purpose of this modification to Contract 50-PAPT-6-00041 is to:

(1) Restructure Section B.1.1 to: (a) incorporate a Technology Enhancement for that technology that is near or at the end of their lifecycle and incorporate revised unit prices as a result of the Technology Enhancement; and (b) provide for the June 30, 1997 Quarterly Price Adjustment (QPA) and incorporate revised unit prices as a result of the QPA;

(2) Incorporate the following SubCLINs as a result of paragraph (1)(a) above:

003AB, Ultra High Resolution Monitor Bundle with High Performance Graphics Adapter
011AB, SCSI Zip Drive
011AC, SCSI Jazz Drive
024AC, Operating System - Multiprocessing Windows NT 4.0 for Workstations

(3) Revise the description and minimum and maximum quantities of CLINs 015AA, 015AB, 015AC to clarify that memory expansion must be installed and purchased in pairs.

Accordingly, the contract is modified as follows:

1. Under Section B.1, SUPPLIES AND/OR SERVICES AND PRICES/COSTS, B.1.1, "BASE PERIOD" is modified as follows:

(a) SUBCLINs 003AB, 011AB, 011AC, 022AB, and 024AC and associated unit pricing are hereby added at no change in the minimum or maximum quantities of CLINs 003, 011, 022 and 024.

(b) Under CLINs 015AA, 015AB, 015AC, revise the descriptions, reduce the minimum and maximum quantities by one half, and double the existing unit prices to clarify that memory expansion must be installed and purchased in pairs. The reduction in minimum and maximum quantities and increase in unit prices does not change the total quantities and unit prices of those established in the contract.

(c) To incorporate the above changes, delete Section B.1.1 in its entirety and replace with the following:

(See next page)

B.1.1 BASE PERIOD (August 23, 1996 through August 22, 1997)

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	Desktop Workstation	300	4,533	
001AA	Level 1 Desktop Workstation (180 Pentium Pro 180, Intel Venus Motherboard, 32 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, 3-button mouse, Internal Hard Disk Drive - IDE (2GB), Ultra Wide SCSI-3 Interface			$2,029.00
001AB	Level 2 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, 3-button mouse, Internal Ultra Wide SCSI-3 Hard Disk Drive (2GB), Ultra Wide SCSI-3 Interface			$2,685.00
001AC	Patent Examiner 1 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, 3-button mouse, Internal Ultra Wide SCSI-3 Hard Disk Drive (4GB), Ultra Wide SCSI-3 Interface			$2,955.00
001AD	Patent Examiner 2 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, 3-button mouse, two (2) Internal Ultra Wide SCSI-3 Hard Disk Drives (4GB each), Ultra Wide SCSI-3 Interface			$3,904.00
002	Video Monitor -17" and Accessories			
002AA	Video Monitor - 17"	213	4533	$ 632.00
002AB	Graphics Display Adapter (1280 x 1024)	213	4533	$ 249.00
003	High Resolution Monitors	200	4533	
003AA	Video Monitor - 21"			$1,499.00
004	Video Monitor - 24" dual page	1	3000	$1,365.00
005	Video Accelerator Adapter - 1600 x 1200	200	4533	$ 369.00

006	Internal Hard Disk Drive, IDE (2GB) SEE NOTE * BELOW	0	0	$ 279.00
007	Internal Hard Disk Drive, Fast SCSI-3 (2GB) SEE NOTE * BELOW	0	0	$ 679.00
008	Internal Hard Disk Drive, Fast SCSI-3 (4GB) SEE NOTE * BELOW	0	0	$ 949.00
009	Removable Internal Storage Device	5	1000	$ 299.00
010	CD-ROM Drive, Internal	400	4533	$ 259.00
011	Other Storage Devices	100	4533	
011AA	Tape Backup Kit, Internal			$ 719.00
011AB	SCSI Zip Drive			$125.00
011AC	SCSI Jazz Drive			$359.00
012	Network Interface - Ethernet 10Mb/s	814	4533	$ 113.00
013	Ultra Wide SCSI-3 Interface SEE NOTE * BELOW	0	0	$ 171.00
014	PCMCIA Adapter	5	1000	$ 87.00
015	Memory Expansion	100	6500	
015AA	Memory Expansion - 16MB, 2 ea 8 MB 60 ns EDO DRAM SIMM Modules (NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 16MB)			$ 128.00
015AB	Memory Expansion - 32MB, 2 ea 16 MB 60 ns EDO DRAM SIMM Modules (NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 32MB)			$ 256.00
015AC	Memory Expansion - 64MB, 2 ea 32 MB 60 ns EDO DRAM SIMM Modules (NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 64MB)			$ 512.00
016	Network Laser Printer and Accessories			
016AA	Network Laser Printer	40	1500	$3,582.00
016AB	Additional RAM for 016AA	40	1500	$ 199.00
016AC	Network Interface for 016AA	40	1500	$ 343.00
017	Local Laser Printer	285	3500	$ 884.00

018	Bar Code Reader - Scanner	200	3500	$ 523.00
019	Bar Code Reader - Network Scanner	10	1500	$1,199.00

020	FAX/Modem, Internal	200	4533	$ 125.00
021	Multimedia Kit	200	4533	
021AA	Low-End Multimedia Kit			$ 79.00
021AB	High-end Multimedia Kit			$ 169.00
022	Input Devices	100	2000	
022AA	Ergonomic Natural Keyboard			$ 90.00
022AB	Enhanced 3 Button Mouse			$ 30.00
023	Keyboard Wrist (rest) Pad	232	1296	$ 3.00
024	Operating System - Multiprocessing	814	4533	
024AA	Operating System - Multiprocessing (To be Provided by the PTO)			$ 0.00
024AB	Operating System - Multiprocessing Windows NT 3.5.1 for Workstations			$ 108.00
024AC	Operating System - Multiprocessing Windows NT 4.0 for Workstations			$ 189.00
TOTAL FOR BASE PERIOD: SEE SECTION B.2 SEE ATTACHMENT F FOR MAXIMUM QUANTITIES FOR EACH AGENCY (PTO, DOC & OTHER)				

NOTE*: AS OF THE EFFECTIVE DATE OF MODIFICATION M002, CLINS 006, 007, 008, and 013 WILL NOT BE AVAILABLE AS SEPARATELY ORDERABLE ITEMS AS A RESULT OF INTEGRATION OF THESE CLINS WITH CLIN 001. THE PRICES NOTED ABOVE FOR CLINS 006, 007, 008, and 013 ARE FOR REFERENCE ONLY.

2. Under SECTION C. DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, make the following changes:

a. Under Section C.9 INCORPORATION OF CONTRACTOR'S PROPOSAL, the following is hereby incorporated by reference:

The Contractor's proposal dated 18 April 1997, reference Serial No. PTO-97-128, is hereby incorporated by reference relating to Contract Modification M003.

3. As a result of this modification, total contract obligations remain unchanged. Funds are obligated in accordance with each delivery order.

4. Except as provided herein, all terms and conditions of Contract 50-PAPT-6-00041 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

2. Amendment/Modification No. 4

3. Effective Date August 23, 1997

4. Requisition/Purchase Req No. 961P9605963

5. Project No. (If applicable)

6. Issued By CODE Procure

Office of Procurement
US Patent and Trademark Office
2011 Crystal Drive, Suite 810
Arlington, VA 22202

7. Administered By (If other than item 6)

8. Name and Address of Contractor (No., street, city, county, State, ZIP)

HUGHES DATA SYSTEMS
2362 MCGAW STREET

IRVINE, CA 92714

CODE FACILITY CODE

☐ 9A. Amendment of Solicitation No.

☐ 9B. Dated (see item 11)

☒ 10A. Modification of Contract/Order No. 50PAPT600041

☒ 10B. Dated (see item 13) August 23, 1996

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 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)

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

☐ 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 AUTHORITY OF:

☐ D. OTHER (Specify type of modification and authority)
H.8 Option to Extend the Term of the Contract--Fixed Price Contract

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 attached.

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)
Morehart, Becky

15B. Contractor/Offeror (Signature of person authorized to sign)

15C. Date Signed

16B. United States of America (Signature of Contracting Officer)
Becky Morehart

16C. Date Signed
August 22, 1997

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

000083

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification to Contract 50-PAPT-6-00041 is to exercise Option Period 1 for the period beginning August 23, 1997 through August 22, 1998. Accordingly, the contract is modified as follows:

1. Under Section B - Supplies or Services and Prices/Costs, the Government hereby exercises Option Period 1 in accordance with Clause H.8 OPTION TO EXTEND THE TERM OF THE CONTRACT - FIXED PRICE CONTRACT as follows:

SEE NEXT PAGE

B.1.2 OPTION PERIOD 1 (August 23, 1997 through August 22, 1998)

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	Desktop Workstation	300	4,533	
001AA	Level 1 Desktop Workstation (180 Pentium Pro 180, Intel Venus Motherboard, 32 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, 3-button mouse, Internal Hard Disk Drive - IDE (2GB), Ultra Wide SCSI-3 Interface			$2,029.00
001AB	Level 2 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, 3-button mouse, Internal Ultra Wide SCSI-3 Hard Disk Drive (2GB), Ultra Wide SCSI-3 Interface			$2,685.00
001AC	Patent Examiner 1 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, 3-button mouse, Internal Ultra Wide SCSI-3 Hard Disk Drive (4GB), Ultra Wide SCSI-3 Interface			$2,955.00
001AD	Patent Examiner 2 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, 3-button mouse, two (2) Internal Ultra Wide SCSI-3 Hard Disk Drives (4GB each), Ultra Wide SCSI-3 Interface			$3,904.00
002	Video Monitor -17" and Accessories			
002AA	Video Monitor - 17"	213	4533	$ 632.00
002AB	Graphics Display Adapter (1280 x 1024)	213	4533	$ 249.00
003	High Resolution Monitors	200	4533	
003AA	Video Monitor - 21"			$1,499.00
004	Video Monitor - 24" dual page	1	3000	$1,365.00
005	Video Accelerator Adapter - 1600 x 1200	200	4533	$ 369.00

006	Internal Hard Disk Drive, IDE (2GB) SEE NOTE * BELOW	0	0	$ 279.00
007	Internal Hard Disk Drive, Fast SCSI-3 (2GB) SEE NOTE * BELOW	0	0	$ 679.00
008	Internal Hard Disk Drive, Fast SCSI-3 (4GB) SEE NOTE * BELOW	0	0	$ 949.00
009	Removable Internal Storage Device	5	1000	$ 299.00
010	CD-ROM Drive, Internal	400	4533	$ 259.00
011	Other Storage Devices	100	4533	
011AA	Tape Backup Kit, Internal	—		$ 719.00
011AB	SCSI Zip Drive			$125.00
011AC	SCSI Jazz Drive			$359.00
012	Network Interface - Ethernet 10Mb/s	814	4533	$ 113.00
013	Ultra Wide SCSI-3 Interface SEE NOTE * BELOW	0	0	$ 171.00
014	PCMCIA Adapter	5	1000	$ 87.00
015	Memory Expansion	100	6500	
015AA	Memory Expansion - 16MB, 2 ea 8 MB 60 ns EDO DRAM SIMM Modules (NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 16MB)			$ 128.00
015AB	Memory Expansion - 32MB, 2 ea 16 MB 60 ns EDO DRAM SIMM Modules (NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 32MB)			$ 256.00
015AC	Memory Expansion - 64MB, 2 ea 32 MB 60 ns EDO DRAM SIMM Modules (NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 64MB)			$ 512.00
016	Network Laser Printer and Accessories			
016AA	Network Laser Printer	40	1500	$3,582.00
016AB	Additional RAM for 016AA	40	1500	$ 199.00
016AC	Network Interface for 016AA	40	1500	$ 343.00
017	Local Laser Printer	285	3500	$ 884.00

018	Bar Code Reader - Scanner	200	3500	$ 523.00
019	Bar Code Reader - Network Scanner	10	1500	$1,199.00

020	FAX/Modem, Internal	200	4533	$ 125.00
021	Multimedia Kit	200	4533	
021AA	Low-End Multimedia Kit			$ 79.00
021AB	High-end Multimedia Kit			$ 169.00
022	Input Devices	100	2000	
022AA	Ergonomic Natural Keyboard			$ 90.00
022AB	Enhanced 3 Button Mouse			$ 30.00
023	Keyboard Wrist (rest) Pad	232	1296	$ 3.00
024	Operating System - Multiprocessing	814	4533	
024AA	Operating System - Multiprocessing (To be Provided by the PTO)			$ 0.00
024AB	Operating System - Multiprocessing Windows NT 3.5.1 for Workstations			$ 108.00
024AC	Operating System - Multiprocessing Windows NT 4.0 for Workstations			$ 189.00
TOTAL FOR OPTION PERIOD 1: SEE SECTION B.2 SEE ATTACHMENT F FOR MAXIMUM QUANTITIES FOR EACH AGENCY (PTO, DOC & OTHER)				

NOTE*: AS OF THE EFFECTIVE DATE OF MODIFICATION M002, CLINS 006, 007, 008, and 013 WILL NOT BE AVAILABLE AS SEPARATELY ORDERABLE ITEMS AS A RESULT OF INTEGRATION OF THESE CLINS WITH CLIN 001. THE PRICES NOTED ABOVE FOR CLINS 006, 007, 008, and 013 ARE FOR REFERENCE ONLY.

2. Under Section F - Deliveries or Performance, Paragraph F.5 EFFECTIVE PERIOD OF THE CONTRACT, is hereby revised as follows:

   "The effective period of the contract is from August 23, 1997 through August 22, 1998."

3. As a result of this modification, total contract obligations remain unchanged.

4. Except as modified herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req. No.	5. Project No. (If applicable)
5	September 02, 1997	981P9608963	

6. Issued By — CODE: Procure

Office of Procurement
US Patent and Trademark Office
2011 Crystal Drive, Suite 810
Arlington, VA 22202

7. Administered by (If other than Item 6)

8. Name and Address of Contractor (No., street, city, county, State, ZIP)
HUGHES DATA SYSTEMS
2362 MCGAW STREET

IRVINE, CA 92714

CODE FACILITY CODE

☐ 9A. Amendment of Solicitation No.

☐ 9B. Dated (see Item 11)

☒ 10A. Modification of Contract/Order No. 50PAPT800041

☒ 10B. Dated (see Item 13) August 23, 1996

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 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 the amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

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

☐ 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 AUTHORITY OF: Mutual agreement of the parties (see page 2)

☐ 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).

SEE ATTACHED.

(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)	15B. Date Signed	16A. Name and Title of Contracting Officer (Type or print)	16B. Date Signed
E. G. Knowles, President	9/2/97	Morehart, Becky	9/2/97
15C. Contractor/Offeror (Signature of person authorized to sign)		16C. United States of America (Signature of Contracting Officer)	

30-105-04 000088

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification to Contract 50-PAPT-6-00041 is to:

(1) Restructure Section B.1.1 to: (a) incorporate a Technology Enhancement for that technology near or at the end of its lifecycle and incorporate revised unit prices as a result of the Technology Enhancement.

(2) Incorporate the following SUBCLINs as a result of paragraph (1)(a) above:

001BA - Pentium II 266 Workstation
008AB - Internal Hard Disk Drive, Ultra Wide SCSI-3 (9GB)
017AB - Desktop Laser Printer
022AC - Enhanced 3 Button Symmetrical Mouse
022AD - Enhanced 2 Button Ergonomic Mouse

The substitutions of CLINs and the resulting price adjustments under this modification are made under the authority of Section C.4.4, "Technology Enhancement," Section H.17, "Technological Advances," and mutual agreement of the parties. Accordingly, the contract is modified as follows:

1. Under Section B.1, SUPPLIES AND/OR SERVICES AND PRICES/COSTS, B.1.2, "OPTION PERIOD 1" is modified as follows:

(a) SUBCLINs 001BA, 008AB, 017AB, 022AB and 022AC and associated unit pricing are hereby added at no change in the minimum or maximum quantities of CLINs 001, 008, and 017.

(b) To incorporate the above changes, delete Section B.1.2 in its entirety and replace with the following:

(See next page)

B.1.2 OPTION PERIOD 1 (August 23, 1997 through August 22, 1998)

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	Desktop Workstation	300	4,533	
001AA	Level 1 Desktop Workstation (180 Pentium Pro 180, Intel Venus Motherboard, 32 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, Internal Hard Disk Drive - IDE (2GB), Ultra Wide SCSI-3 Interface			$2,029.00
001AB	Level 2 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, Internal Ultra Wide SCSI-3 Hard Disk Drive (2GB), Ultra Wide SCSI-3 Interface			$2,685.00
001AC	Patent Examiner 1 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, Internal Ultra Wide SCSI-3 Hard Disk Drive (4GB), Ultra Wide SCSI-3 Interface			$2,955.00
001AD	Patent Examiner 2 Desktop Workstation Pentium Pro 180, Intel Venus Motherboard, 64 MB EDO DRAM, NIC, Surge suppresser, Floppy Drive, Keyboard, two (2) Internal Ultra Wide SCSI-3 Hard Disk Drives (4GB each), Ultra Wide SCSI-3 Interface			$3,904.00
001BA	266 Workstation, Pentium II 266, Pentium II Motherboard, 64MB EDO DRAM, NIC, Surge Suppresser, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, 12/20X SCSI CD-ROM Drive, Enhanced Sound Card Including Speakers, Headset and Microphone **(See CLIN 008 for Hard Disk Drive selection)**			$3,152.00
002	Video Monitor -17" and Accessories			
002AA	Video Monitor - 17"	213	4533	$ 632.00
002AB	Graphics Display Adapter (1280 x 1024)	213	4533	$ 249.00
003	High Resolution Monitors	200	4533	
003AA	Video Monitor - 21"			$1,499.00
004	Video Monitor - 24" dual page	1	3000	$1,365.00

005	Video Accelerator Adapter - 1600 x 1200	200	4533	$ 369.00
006	Internal Hard Disk Drive, IDE (2GB) **CANNOT BE ORDERED SEPARATELY.** **INCLUDED AS A PART OF CLIN 001AA.** **SEE NOTE * BELOW**	0	0	$279.00
007	Internal hard Disk Drive, Ultra Wide SCSI-3 (2GB) **CANNOT BE ORDERED SEPARATELY.** **INCLUDED AS PART OF CLIN 001AB.** **SEE NOTE * BELOW**	0	0	$679.00
008	Internal Hard Disk Drives			
008AA	Internal Hard Disk Drive, Ultra Wide SCSI-3 (4GB) **CANNOT BE ORDERED SEPARATELY. PRICE OF DRIVE INCLUDED AS A PART OF CLINs 001AC, 001AD. IF SPECIFIED FOR CLIN 001BA, MUST ADD PRICE TO ORDER. SEE NOTE * BELOW**	0	0	$949.00
008AB	Internal Hard Disk Drive, Ultra Wide SCSI-3 (9GB) **CANNOT BE ORDERED SEPARATELY. MUST BE ORDERED IN CONJUNCTION WITH CLIN 001BA. IF SPECIFIED FOR CLIN 001BA, MUST ADD PRICE TO ORDER. SEE NOTE * BELOW**			$1,549.00
009	Removable Internal Storage Device	5	1000	$ 299.00
010	CD-ROM Drive, Internal	400	4533	$ 259.00
011	Other Storage Devices	100	4533	
011AA	Tape Backup Kit, Internal			$ 719.00
011AB	SCSI Zip Drive			$125.00
011AC	SCSI Jazz Drive			$359.00
012	Network Interface - Ethernet 10Mb/s	814	4533	$ 113.00
013	Ultra Wide SCSI-3 Interface **SEE NOTE * BELOW**	0	0	$ 171.00
014	PCMCIA Adapter	5	1000	$ 87.00
015	Memory Expansion	100	6500	
015AA	Memory Expansion - 16MB, 2 ea 8 MB 60 ns EDO DRAM SIMM Modules (NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 16MB)			$ 128.00
015AB	Memory Expansion - 32MB, 2 ea 16 MB 60 ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 32MB)**			$ 256.00
015AC	Memory Expansion - 64MB, 2 ea 32 MB 60 ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 64MB)**			$ 512.00

016	Network Laser Printer and Accessories			
016AA	Network Laser Printer	40	1500	$3,582.00
016AB	Additional RAM for 016AA	40	1500	$ 199.00
016AC	Network Interface for 016AA	40	1500	$ 343.00
017	Laser Printer	285	3500	
017AA	Local Laser Printer			$ 884.00
017AB	Desktop Laser Printer			$ 499.00
018	Bar Code Reader - Scanner	200	3500	$ 523.00
019	Bar Code Reader - Network Scanner	10	1500	$1,199.00
020	FAX/Modem, Internal	200	4533	$ 125.00
021	Multimedia Kit	200	4533	
021AA	Low-End Multimedia Kit			$ 79.00
021AB	High-end Multimedia Kit			$ 169.00
022	Input Devices	100	2000	
022AA	Ergonomic Natural Keyboard			$ 90.00
022AB	Enhanced 3 Button Symmetrical Mouse (Standalone Purchases)			$30.00
022AC	Enhanced 3 Button Symmetrical Mouse **CANNOT BE ORDERED SEPARATELY. MUST BE SPECIFIED WHEN ORDERING ANY CLIN 001 WORKSTATION CONFIGURATION.**			NSP
022AD	Enhanced 2 Button Ergonomic Mouse **CANNOT BE ORDERED SEPARATELY. MUST BE SPECIFIED WHEN ORDERING ANY CLIN 001 WORKSTATION CONFIGURATION.**			NSP
023	Keyboard Wrist (rest) Pad	232	1296	$ 3.00
024	Operating System - Multiprocessing	814	4533	
024AA	Operating System - Multiprocessing (To be Provided by the PTO)			$ 0.00
024AB	Operating System - Multiprocessing Windows NT 3.5.1 for Workstations			$ 108.00
024AC	Operating System - Multiprocessing Windows NT 4.0 for Workstations			$ 189.00

TOTAL FOR OPTION PERIOD 1: SEE SECTION B.2
SEE ATTACHMENT F OF MODIFICATION M002 FOR MAXIMUM QUANTITIES FOR EACH AGENCY (PTO, DOC & OTHER)

NOTE*: AS OF THE EFFECTIVE DATE OF MODIFICATION M002, CLINS 006, 007, 008, and 013 WILL NOT BE AVAILABLE AS SEPARATELY ORDERABLE ITEMS AS A RESULT OF INTEGRATION OF THESE CLINS WITH CLIN 001. THE PRICES NOTED ABOVE FOR CLINS 006, 007, and 013 ARE FOR REFERENCE ONLY.

2. Under SECTION C. DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, make the following changes:

a. Under Section C.9 INCORPORATION OF CONTRACTOR'S PROPOSAL, the following is hereby incorporated by reference:

> The Contractor's proposal dated 26 August 1997, is hereby incorporated by reference relating to Contract Modification M005.

3. As a result of this modification, total contract obligations remain unchanged. Funds are obligated in accordance with each delivery order.

4. Except as provided herein, all terms and conditions of Contract 50-PAPT-6-00041 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req. No.	5. Project No. (If applicable)
6	March 26, 1998	961P6606963	

6. Issued By	CODE	Procure	7. Administered By (If other than item 6)
Office of Procurement US Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202			

8. Name and Address of Contractor (No., street, city, county, State, ZIP)		
HUGHES DATA SYSTEMS 2362 MCGAW STREET IRVINE, CA 92714	☐	9A. Amendment of Solicitation No.
	☐	9B. Dated (see item 11)
	☒	10A. Modification of Contract/Order No. 50PAPT600041 /
CODE	FACILITY CODE	☒ 10B. Dated (see item 13) August 23, 1998

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 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)

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

☐	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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT AUTHORITY OF: mutual agreement of the parties
☐	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).

SEE ATTACHED.

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)	
J.P. Stivers, Contracts Manager		Morehart, Becky	
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed March 26, 1998	16B. United States of America Becky Morehart (Signature of Contracting Officer)	16C. Date Signed March 26, 1998

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

000094

The purpose of this modification to Contract 50-PAPT-6-00041 is to:

(1) Change the COTR.

(2) Delete CLINs 001AA/AB/AC/AD (the 180MHz processor has been discontinued and is no longer available).

(3) Delete CLIN 002AB Graphics Display Adapter (PTO no longer wants to purchase and has been replaced by CLIN 005 Video Accelerator Adapter).

(4) Delete CLINs 006 2Gbyte IDE Hard Disk Drive and CLIN 021AA Low End Multi-Media Kit (the products no longer meet agency needs).

(5) Restructure Section B.1.1 to incorporate a Technology Enhancement for that technology near or at the end of its lifecycle and incorporate revised unit prices as a result of the Technology Enhancement.

(6) Incorporate the following SUBCLIN as a result of paragraph (4) above:

001BB - Pentium II 300 Workstation

The substitutions of CLINs and the resulting price adjustments under this modification are made under the authority of Section C.4.4, "Technology Enhancement," Section H.17, "Technological Advances," and mutual agreement of the parties.

Accordingly, the contract is modified as follows:

1. Under Section B.1, SUPPLIES AND/OR SERVICES AND PRICES/COSTS, B.1.2, "OPTION PERIOD 2" is modified as follows:

(a) SUBCLIN 001BB and associated unit pricing are hereby added at no change in the minimum or maximum quantities of CLIN 001.

(b) To incorporate the above changes, delete Section B.1.2 in its entirety and replace with the following:

(See next page)

B.1.2 OPTION PERIOD 1 (August 23, 1997 through August 22, 1998)

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	**Desktop Workstation**	**300**	**4,533**	
001BA	**266 Workstation**, Pentium II 266, Pentium II Motherboard, 64MB EDO DRAM, NIC, Surge Suppresser, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, 12/20X SCSI CD-ROM Drive, Enhanced Sound Card Including Speakers, Headset and Microphone **(See CLIN 008 for Hard Disk Drive selection)**			$2,952.00
001BB	**300 Workstation**, Pentium II 300, Pentium II Motherboard, 64MB EDO DRAM, NIC, Surge Suppresser, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, 12/20X SCSI CD-ROM Drive, Enhanced Sound Card Including Speakers, Headset and Microphone **(See CLIN 008 for Hard Disk Drive selection)**			$3,152.00
002	**Video Monitor -17" and Accessories**	**213**	**4533**	
002AA	Video Monitor - 17"			$632.00
003	**High Resolution Monitors**	**200**	**4533**	
003AA	Video Monitor - 21"			$1,499.00
004	Video Monitor - 24" dual page	1	3000	$1,365.00

005	Video Accelerator Adapter - 1600 x 1200	200	4533	$369.00
007	Internal hard Disk Drive, Ultra Wide SCSI-3 (2GB) CANNOT BE ORDERED SEPARATELY. INCLUDED AS PART OF CLIN 001AB. SEE NOTE * BELOW	0	0	$499.00
008	**Internal Hard Disk Drives**	**0**	**0**	
008AA	Internal Hard Disk Drive, Ultra Wide SCSI-3 (4GB) CANNOT BE ORDERED SEPARATELY. MUST BE ORDERED IN CONJUNCTION WITH CLIN 001 WORKSTATION. MUST ADD PRICE TO ORDER. SEE NOTE * BELOW			$799.00
008AB	Internal Hard Disk Drive, Ultra Wide SCSI-3 (9GB) CANNOT BE ORDERED SEPARATELY. MUST BE ORDERED IN CONJUNCTION WITH CLIN 001 WORKSTATION. MUST ADD PRICE TO ORDER. SEE NOTE * BELOW			$1,199.00
009	Removable Internal Storage Device	5	1000	$299.00
010	CD-ROM Drive, Internal	400	4533	$229.00
011	**Other Storage Devices**	**100**	**4533**	
011AA	Tape Backup Kit, Internal			$719.00
011AB	SCSI Zip Drive			$125.00
011AC	SCSI Jazz Drive			$359.00
012	Network Interface - Ethernet 10Mb/s	814	4533	$113.00
013	Ultra Wide SCSI-3 Interface SEE NOTE * BELOW	0	0	$171.00
014	PCMCIA Adapter	5	1000	$87.00
015	**Memory Expansion**	**100**	**6500**	
015AA	Memory Expansion - 16MB, 2 ea 8 MB 60 ns EDO DRAM SIMM Modules (NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 16MB)			$128.00
015AB	Memory Expansion - 32MB, 2 ea 16 MB 60 ns EDO DRAM SIMM Modules (NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 32MB)			$256.00
015AC	Memory Expansion - 64MB, 2 ea 32 MB 60 ns EDO DRAM SIMM Modules (NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 64MB)			$512.00

016	**Network Laser Printer and Accessories**			
016AA	Network Laser Printer	40	1500	$3,582.00
016AB	Additional RAM for 016AA	40	1500	$199.00
016AC	Network Interface for 016AA	40	1500	$343.00
017	**Laser Printer**	**285**	**3500**	
017AA	Local Laser Printer			$884.00
017AB	Desktop Laser Printer			$499.00
018	Bar Code Reader - Scanner	200	3500	$523.00
019	Bar Code Reader - Network Scanner	10	1500	$1,199.00
020	FAX/Modem, Internal	200	4533	$125.00
021	**Multimedia Kit**	**200**	**4533**	
021AB	High-end Multimedia Kit			$169.00
022	**Input Devices**	**100**	**2000**	
022AA	Ergonomic Natural Keyboard			$80.00
022AB	Enhanced 3 Button Symmetrical Mouse (Standalone Purchases)			$30.00
022AC	Enhanced 3 Button Symmetrical Mouse **CANNOT BE ORDERED SEPARATELY. MUST BE SPECIFIED WHEN ORDERING ANY CLIN 001 WORKSTATION CONFIGURATION.**			NSP
022AD	Enhanced 2 Button Ergonomic Mouse **CANNOT BE ORDERED SEPARATELY. MUST BE SPECIFIED WHEN ORDERING ANY CLIN 001 WORKSTATION CONFIGURATION.**			NSP
023	Keyboard Wrist (rest) Pad	232	1296	$3.00
024	**Operating System - Multiprocessing**	**814**	**4533**	
024AA	Operating System - Multiprocessing (To be Provided by the PTO)			$0.00
024AB	Operating System - Multiprocessing Windows NT 3.5.1 for Workstations			$108.00
024AC	Operating System - Multiprocessing Windows NT 4.0 for Workstations			$189.00
TOTAL FOR OPTION PERIOD 1: SEE SECTION B.2 SEE ATTACHMENT F OF MODIFICATION M002 FOR MAXIMUM QUANTITIES FOR EACH AGENCY (PTO, DOC & OTHER)				

NOTE*: AS OF THE EFFECTIVE DATE OF MODIFICATION M002, CLINS 008 and 013 WILL NOT BE AVAILABLE AS SEPARATELY ORDERABLE ITEMS AS A RESULT OF INTEGRATION OF THESE CLINS WITH CLIN 001. THE PRICE NOTED ABOVE FOR CLIN 013 IS FOR REFERENCE ONLY.

2. The COTR under Clause G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) - TECHNICAL DIRECTION is hereby changed to: Karl Fink, 2121 Crystal Drive, CPK-2, CIO-14, Room J1002, Arlington, VA 22202, telephone (703) 305-8947.

3. As a result of this modification, total contract obligations remain unchanged. Funds are obligated in accordance with each delivery order.

4. Except as provided herein, all terms and conditions of Contract 50-PAPT-6-00041 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
7	12 Aug 1998	961P9605963	

Issued By
CODE Procure
Office of Procurement
US Patent and Trademark Office
2011 Crystal Drive, Suite 810
Arlington, VA 22202

7. Administered By (If other than item 6)

Name and Address of Contractor (No., street, city, county, State, ZIP)
HUGHES DATA SYSTEMS
2362 MCGAW STREET

IRVINE, CA 92714

CODE FACILITY CODE

☐ 9A. Amendment of Solicitation No.

☐ 9B. Dated (see item 11)

☒ 10A. Modification of Contract/Order No. 50PAPT600041

☒ 10B. Dated (see item 13) 23 Aug 1996

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; (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)

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

☐ 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 AUTHORITY OF: H.17 Technological Advances and mutual agreement of the parties.

☐ 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 ATTACHED

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)	
Mary K. Williamson, Principal Contracts Representative		Morehart, Becky	
15B. Contractor/Offeror M. Williamson (Signature of person authorized to sign)	15C. Date Signed 8/13/98	16B. United States of America Becky Morehart (Signature of Contracting Officer)	16C. Date Signed 8/13/98

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification to Contract 50-PAPT-6-00041 is to:

(1) Delete CLIN 001BA (the 266MHz processor is no longer available to PTO users).

(2) Restructure Section B.1.1 to incorporate a Technology Enhancement for that technology near or at the end of its lifecycle and incorporate revised unit prices as a result of the Technology Enhancement.

The substitutions of CLINs and the resulting price adjustments under this modification are made under the authority of Section C.4.4, "Technology Enhancement," Section H.17, "Technological Advances," and mutual agreement of the parties.

Accordingly, the contract is modified as follows:

1. Under Section B.1, SUPPLIES AND/OR SERVICES AND PRICES/COSTS, B.1.2, "OPTION PERIOD 2" is modified as follows:

(a) To incorporate the above changes, delete Section B.1.2 in its entirety and replace with the following:

(See next page)

B.1.2 OPTION PERIOD 1 (August 23, 1997 through August 22, 1998)

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	Desktop Workstation	300	4,533	
001BB	300 Workstation, Pentium II 300, Pentium II Motherboard, 64MB EDO DRAM, NIC, Surge Suppresser, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, 12/20X SCSI CD-ROM Drive, Enhanced Sound Card Including Speakers, Headset and Microphone **(See CLIN 008 for Hard Disk Drive selection)**			$2,450.00
002	Video Monitor -17" and Accessories	213	4533	
002AA	Video Monitor - 17"			$595.00
003	High Resolution Monitors	200	4533	
003AA	Video Monitor - 21"			$1,425.00
004	Video Monitor - 24" dual page	1	3000	$1,365.00
005	Video Accelerator Adapter - 1600 x 1200	200	4533	$190.00
008	Internal Hard Disk Drives	0	0	
008AA	Internal Hard Disk Drive, Ultra Wide SCSI-3 (4GB) **(CANNOT BE ORDERED SEPARATELY. MUST BE ORDERED IN CONJUNCTION WITH CLIN 001 WORKSTATION. MUST ADD PRICE TO ORDER. SEE NOTE * BELOW)**			$575.00
008AB	Internal Hard Disk Drive, Ultra Wide SCSI-3 (9GB) **(CANNOT BE ORDERED SEPARATELY. MUST BE ORDERED IN CONJUNCTION WITH CLIN 001 WORKSTATION. MUST ADD PRICE TO ORDER. SEE NOTE * BELOW)**			$795.00
009	Removable Internal Storage Device	5	1000	*

* CLIN 009 temporarily not available. New item currently being selected and requires approval by PTO's Testing and Evaluation Facility (TEF) before it can be ordered.

010	CD-ROM Drive, Internal	400	4533	$175.00
011	Other Storage Devices	100	4533	
011AA	Tape Backup Kit, Internal			$650.00
011AB	SCSI Zip Drive			$110.00
011AC	SCSI Jazz Drive			$299.00
012	Network Interface – Ethernet 10Mb/s	814	4533	$81.00
013	SCSI Interfaces	0	0	
013AA	Ultra Wide SCSI-3 Interface **(CANNOT BE ORDERED SEPARATELY. MUST BE ORDERED IN CONJUNCTION WITH CLIN 001BB)**	0	0	$171.00
014	PCMCIA Adapter	5	1000	$87.00
015	Memory Expansion	200	13000	
015AA	Memory Expansion - 16MB, 2 ea 8 MB 60ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 16MB)**			$75.00
015AB	Memory Expansion - 32MB, 2 ea 16 MB 60ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 32MB)**			$160.00
015AC	Memory Expansion - 64MB, 2 ea 32 MB 60ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 64MB)**			$330.00
016	Network Laser Printer and Accessories			
016AA	Network Laser Printer	40	1500	$3,182.00
016AB	Additional RAM for 016AA	40	1500	$99.00
016AC	Network Interface for 016AA	40	1500	$343.00
017	Laser Printer	285	3500	
017AA	Local Laser Printer			$884.00
017AB	Desktop Laser Printer			$399.00

018	Bar Code Reader – Scanner	200	3500	$523.00
019	Bar Code Reader – Network Scanner	10	1500	$1,199.00
020	FAX/Modem, Internal	200	4533	$100.00
021	Multimedia Kit	200	4533	
021AB	High-end Multimedia Kit			$125.00
022	Input Devices	100	2000	
022AA	Ergonomic Natural Keyboard			$70.00
022AB	Enhanced 3 Button Symmetrical Mouse (Standalone Purchases)			$25.00
022AC	Enhanced 3 Button Symmetrical Mouse CANNOT BE ORDERED SEPARATELY. MUST BE SPECIFIED WHEN ORDERING ANY CLIN 001 WORKSTATION CONFIGURATION.			NSP
022AD	Enhanced 2 Button Ergonomic Mouse CANNOT BE ORDERED SEPARATELY. MUST BE SPECIFIED WHEN ORDERING ANY CLIN 001 WORKSTATION CONFIGURATION.			NSP
023	Keyboard Wrist (rest) Pad	232	1296	$3.00
024	Operating System - Multiprocessing	814	4533	
024AA	Operating System - Multiprocessing (To be Provided by the PTO)			$0.00
024AB	Operating System - Multiprocessing Windows NT 3.5.1 for Workstations			$108.00
024AC	Operating System - Multiprocessing Windows NT 4.0 for Workstations			$189.00
TOTAL FOR OPTION PERIOD 1: SEE SECTION B.2 SEE ATTACHMENT F OF MODIFICATION M002 FOR MAXIMUM QUANTITIES FOR EACH AGENCY (PTO, DOC & OTHER)				

- **AS OF THE EFFECTIVE DATE OF MODIFICATION M002, CLINS 008 and 013 WILL NOT BE AVAILABLE AS SEPARATELY ORDERABLE ITEMS AS A RESULT OF INTEGRATION OF THESE CLINS WITH CLIN 001. THE PRICE NOTED ABOVE FOR CLIN 013 IS FOR REFERENCE ONLY.**

3. As a result of this modification, total contract obligations remain unchanged. Funds are obligated in accordance with each delivery order.

4. Except as provided herein, all terms and conditions of Contract 50-PAPT-6-00041 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code | Page 1 Of 1 Pages

2. Amendment/Modification No. 8

3. Effective Date 14 Aug 1998

4. Requisition/Purchase Req No. 961P9605963

5. Project No. (if applicable)

6. Issued By CODE Procure
Office of Procurement
US Patent and Trademark Office
2011 Crystal Drive, Suite 810
Arlington, VA 22202

7. Administered By (if other than item 6)

8. Name and Address of Contractor (No., street, city, county, State, ZIP)
HUGHES DATA SYSTEMS
2362 MCGAW STREET

IRVINE, CA 92714

CODE FACILITY CODE

☐ 9A. Amendment of Solicitation No.

☐ 9B. Dated (see item 11)

☒ 10A. Modification of Contract/Order No. 50PAPT600041 /

☒ 10B. Dated (see item 13) 23 Aug 1996

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 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)

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

☐ 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 AUTHORITY OF: H.8 Option to Extend the Term of the Contract and FAR 42.1205

☐ 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 attached.

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)
Morehart, Becky

15B. Contractor/Offeror
(Signature of person authorized to sign)

15C. Date Signed

16B. United States of America
Becky Morehart
(Signature of Contracting Officer)

16C. Date Signed
14-Aug 1998

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification to Contract 50-PAPT-6-00041 is to: (1) effect the Contractor's name change from Hughes Data Systems to Raytheon Data Systems in accordance with FAR 42.1205, and (2) exercise Option Period 2 for the period beginning August 23, 1998 through August 22, 1999. Accordingly, the contract is modified as follows:

1. In accordance with FAR 42.1205, the Contractor's name is hereby changed from Hughes Data Systems to Raytheon Data Systems (see Attachment A for detailed documents).

2. Under Section B - Supplies or Services and Prices/Costs, the Government hereby exercises Option Period 2 in accordance with Clause H.8 OPTION TO EXTEND THE TERM OF THE CONTRACT - FIXED PRICE CONTRACT as follows:

SEE NEXT PAGE

B.1.2 OPTION PERIOD 1 (August 23, 1997 through August 22, 1998)

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	Desktop Workstation	300	4,533	
001BB	300 Workstation, Pentium II 300, Pentium II Motherboard, 64MB EDO DRAM, NIC, Surge Suppresser, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, 12/20X SCSI CD-ROM Drive, Enhanced Sound Card Including Speakers, Headset and Microphone **(See CLIN 008 for Hard Disk Drive selection)**			$2,450.00
002	Video Monitor -17" and Accessories	213	4533	
002AA	Video Monitor - 17"			$595.00
003	High Resolution Monitors	200	4533	
003AA	Video Monitor - 21"			$1,425.00
004	Video Monitor - 24" dual page	1	3000	$1,365.00
005	Video Accelerator Adapter - 1600 x 1200	200	4533	$190.00
008	Internal Hard Disk Drives	0	0	
008AA	Internal Hard Disk Drive, Ultra Wide SCSI-3 (4GB) **(CANNOT BE ORDERED SEPARATELY. MUST BE ORDERED IN CONJUNCTION WITH CLIN 001 WORKSTATION. MUST ADD PRICE TO ORDER. SEE NOTE * BELOW)**			$575.00
008AB	Internal Hard Disk Drive, Ultra Wide SCSI-3 (9GB) **(CANNOT BE ORDERED SEPARATELY. MUST BE ORDERED IN CONJUNCTION WITH CLIN 001 WORKSTATION. MUST ADD PRICE TO ORDER. SEE NOTE * BELOW)**			$795.00
009	Removable Internal Storage Device	5	1000	*

* CLIN 009 temporarily not available. New item currently being selected and requires approval by PTO's Testing and
Evaluation Facility (TEF) before it can be ordered.

010	CD-ROM Drive, Internal	400	4533	$175.00
011	Other Storage Devices	100	4533	
011AA	Tape Backup Kit, Internal			$650.00
011AB	SCSI Zip Drive			$110.00
011AC	SCSI Jazz Drive			$299.00
012	Network Interface – Ethernet 10Mb/s	814	4533	$81.00
013	SCSI Interfaces	0	0	
013AA	Ultra Wide SCSI-3 Interface **(CANNOT BE ORDERED SEPARATELY. MUST BE ORDERED IN CONJUNCTION WITH CLIN 001BB)**	0	0	$171.00
014	PCMCIA Adapter	5	1000	$87.00
015	Memory Expansion	200	13000	
015AA	Memory Expansion - 16MB, 2 ea 8 MB 60ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 16MB)**			$75.00
015AB	Memory Expansion - 32MB, 2 ea 16 MB 60ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 32MB)**			$160.00
015AC	Memory Expansion - 64MB, 2 ea 32 MB 60ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 64MB)**			$330.00
016	Network Laser Printer and Accessories			
016AA	Network Laser Printer	40	1500	$3,182.00
016AB	Additional RAM for 016AA	40	1500	$99.00
016AC	Network Interface for 016AA	40	1500	$343.00
017	Laser Printer	285	3500	
017AA	Local Laser Printer			$884.00
017AB	Desktop Laser Printer			$399.00

018	Bar Code Reader – Scanner	200	3500	$523.00
019	Bar Code Reader – Network Scanner	10	1500	$1,199.00
020	FAX/Modem, Internal	200	4533	$100.00
021	Multimedia Kit	200	4533	
021AB	High-end Multimedia Kit			$125.00
022	Input Devices	100	2000	
022AA	Ergonomic Natural Keyboard			$70.00
022AB	Enhanced 3 Button Symmetrical Mouse (Standalone Purchases)			$25.00
022AC	Enhanced 3 Button Symmetrical Mouse CANNOT BE ORDERED SEPARATELY. MUST BE SPECIFIED WHEN ORDERING ANY CLIN 001 WORKSTATION CONFIGURATION.			NSP
022AD	Enhanced 2 Button Ergonomic Mouse CANNOT BE ORDERED SEPARATELY. MUST BE SPECIFIED WHEN ORDERING ANY CLIN 001 WORKSTATION CONFIGURATION.			NSP
023	Keyboard Wrist (rest) Pad	232	1296	$3.00
024	Operating System - Multiprocessing	814	4533	
024AA	Operating System - Multiprocessing (To be Provided by the PTO)			$0.00
024AB	Operating System - Multiprocessing Windows NT 3.5.1 for Workstations			$108.00
024AC	Operating System - Multiprocessing Windows NT 4.0 for Workstations			$189.00
TOTAL FOR OPTION PERIOD 1: SEE SECTION B.2 SEE ATTACHMENT F OF MODIFICATION M002 FOR MAXIMUM QUANTITIES FOR EACH AGENCY (PTO, DOC & OTHER)				

- **AS OF THE EFFECTIVE DATE OF MODIFICATION M002, CLINS 008 and 013 WILL NOT BE AVAILABLE AS SEPARATELY ORDERABLE ITEMS AS A RESULT OF INTEGRATION OF THESE CLINS WITH CLIN 001. THE PRICE NOTED ABOVE FOR CLIN 013 IS FOR REFERENCE ONLY.**

3. Under Section F - Deliveries or Performance, Paragraph F.5 EFFECTIVE PERIOD OF THE CONTRACT, is hereby revised as follows:

> "The effective period of the contract is from August 23, 1998 through August 22, 1999."

4. As a result of this modification, total contract obligations remain unchanged.

5. Except as modified herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICAT OF CONTRACT

1. Contract ID

Amendment/Modification No 9	3. Effective Date 29 Sep 1998	4. Requisition/Purchase Req No 961P9605963	5. Project No (if applicable)
6. Issued By CODE Office of Procurement US Patent and Trademark Office 2011 Crystal Drive, Suite 810 Arlington, VA 22202	Procure	7. Administered By (if other than item 6)	

8. Name and Address of Contractor (No., street, city, county, State, ZIP)
Raytheon Data Systems
500 Superior Avenue
Bldg. 700, MA A1155
NEWPORT BEACH, CA 92663

CODE FACILITY CODE

- ☐ 9A. Amendment of Solicitation No.
- ☐ 9B. Dated (see item 11)
- ☒ 10A. Modification of Contract/Order No. 50PAPT600041
- ☒ 10B. Dated (see item 13) 23 Aug 1996

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 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)

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

- ☐ 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 AUTHORITY OF:
- ☒ D. OTHER (Specify type of modification and authority) FAR 52.243-1 Changes-Fixed Price and H.17 Technological Advances

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 ATTACHED

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) Morehart, Becky	
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed	16B. United States of America Becky Morehart (Signature of Contracting Officer)	16C. Date Signed 29 Sep 1998

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

000111

The purpose of this modification is to:

(1) Correct an inadvertent typographical error in M008.

(2) Add SubCLINs 001BC, 010AB/AC/AD/AE and 013AB which incorporates a not-to-exceed (NTE) change order per FAR 52.243-1 "Changes – Fixed Price." This change incorporates a technology enhancement for DVD-ROM equipment.

(3) Add SubCLIN 016AB which incorporates a NTE change order per FAR 52.243-1. This change incorporates a technology enhancement for the now obsolete Network Laser Printer, HP5SIMX, under CLIN 016AA.

Accordingly, the contract is modified as follows:

1. Under Section B, make the following changes:

(a) To correct the inadvertent typographical error in Modification M008, B-Table, line 1, delete "B.1.2 OPTION PERIOD 2 (August 23, 1997 through August 22, 1998)" and replace with "B.1.3 OPTION PERIOD 3 (August 23, 1998 through August 22, 1999)."

(b) Incorporate a NTE change order for SubCLINs 001BC, 010AB/AC/AD/AE, and 016AB and restructure Section B.1.3 to incorporate technology enhancements. The incorporation of the following SubCLINs and NTE unit prices as a result of the technology enhancements are made under the authority of Section C.4.4, "Technology Enhancement," Clause H.17, "Technological Advances:"

CLIN	ITEM DESCRIPTION	MIN	MAX	NTE UNIT PRICE
001	Desktop Workstation	300	4,533	
001BC	300 Workstation,Pentium II 300, Pentium II Motherboard, 64MB SDRAM, NIC, Surge Suppressor, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, SCSI DVD, Enhanced Sound Card Including Speakers, Headset and Microphone. **(NOTE: See CLIN 008AA and 008AB for Hard Drive Selection)**			$2,075
010	CD-ROM and DVD			
010AA	CD-ROM Drive, Internal	390	4433	$169
010AB	DVD, Internal			$295
010AC	DVD Tower w/14 SCSI DVD drives	10	150	$5,529
010AD	CD-RW, Internal (CD Writer w/SCSI interface) ***(see * below)***			$425
010AE	CD Writer Premastering Software ***(see * below)*** **(Note: This software is required to support CLIN 010AD and can only be ordered in conjunction with CLIN 010AD)**			$79

CLIN	ITEM DESCRIPTION	MIN	MAX	NTE UNIT PRICE
013AB	Ultra SCSI-3 Interface, Dual Channel ***(see * below)*** (Note: Cannot be ordered separately. Must be ordered in conjunction with CLIN 001BB or 001BC	0	0	$476
016AB	Network Laser Printer	40	1500	$2995

* ***NOTE: CLINs 010AD, 010AE, and 013AB require Testing and Evaluation Facility (TEF) approval.***

2. As a result of this modification, contract obligations remain unchanged.

3. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
10	30 Nov 1998	961P9605963	

6. Issued By CODE Procure
Office of Procurement
US Patent and Trademark Office
2011 Crystal Drive, Suite 810
Arlington, VA 22202

7. Administered By (if other than item 6)

8. Name and Address of Contractor (No., street, city, county, State, ZIP)
Raytheon Data Systems
500 Superior Avenue
Bldg. 700, MA A1155
NEWPORT BEACH, CA 92663

CODE FACILITY CODE

☐ 9A. Amendment of Solicitation No.

☐ 9B. Dated (see item 11)

☒ 10A. Modification of Contract/Order No. 50PAPT600041

☒ 10B. Dated (see item 13) 23 Aug 1996

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 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)

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

☐ 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 AUTHORITY OF:

☒ D. OTHER (Specify type of modification and authority)
Clause H.17 Technological Advances and the Mutual Agreement of the Parties

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

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

See pages two through seven.

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)	
M. Williamson, Contracts		Christopher E. Zeleznik	
15B. Contractor/Offeror (Signature of person authorized to sign) M. Williamson	15C. Date Signed 12/2/98	16B. United States of America (Signature of Contracting Officer)	16C. Date Signed 12/2/98

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

000114

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to:

(1) Restructure Section B 1.1 to incorporate a Technology Enhancement for technology at the end or near the end of it lifecycle and incorporate revised unit prices as result of the Technology Enhancement.

(2) Definitize the pricing of the SubCLINs which were incorporated as a not-to-exceed (NTE) change order per FAR 52.243-1 "Changes – Fixed Price." in Modification M009.

(3) Add the new SubCLINs 001BD, 001BE, 010AD/AE/AF/AG, 015BA/BB/BC, 016BA/BB/BC/BD/BE, 019X1/X2/X3/X4/X5/X6/X7, and 019Y1/Y2/Y3/Y4/Y5/Y6/Y7/Y8/Y9/Y10/Y11/Y12

(4) Under Section H incorporate the new clause "H.23" Entitled Year 2000 compliance.

Accordingly, the contract is modified as follows:

1. Under Section B, make the following changes:

(a) Restructure Section B.1.3 to incorporate technology enhancements. The incorporation of the following SubCLINs and the unit prices as a result of the technology enhancements are made under the authority of Section C.4.4, "Technology Enhancement," Clause H.17, "Technological Advances:"

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	Desktop Workstation	300	4,533	
001BB	300 Workstation,Pentium II 300, Pentium II Motherboard, 64MB SDRAM, NIC, Surge Suppressor, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, 32X SCSI CD-ROM Drive, Enhanced Sound Card Including Speakers, Headset and Microphone. **(NOTE: See CLIN 008AA and 008AB for Hard Drive Selection)**			$1,950.00
001BC	300 Workstation,Pentium II 300, Pentium II Motherboard, 64MB SDRAM, NIC, Surge Suppressor, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, SCSI DVD, Enhanced Sound Card Including Speakers, Headset and Microphone. **(NOTE: See CLIN 008AA and 008AB for Hard Drive Selection)**			$2,075.00
001BD	450 Workstation,Pentium II 450, Pentium II Motherboard, 128MB SDRAM, NIC, Surge Suppresser, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, 32X SCSI CD-ROM Drive, Enhanced Sound Card Including Speakers, Headset and Microphone. **(NOTE: See CLIN 008AA and 008AB for Hard Drive Selection)**			$2,443.00

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001BE	450 Workstation, Pentium II 450, Pentium II Motherboard, 128MB SDRAM, NIC, Surge Suppresser, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, SCSI DVD, Enhanced Sound Card Including Speakers, Headset and Microphone. **(NOTE: See CLIN 008AA and 008AB for Hard Drive Selection)**			$2,568.00
002	Video Monitor - 17" and Accessories			
002AA	Video Monitor - 7"	213	4533	$565.00
003	High Resolution	200	4533	
003AA	Video Monitor – 21"			$1,345.00
003AB	Video Monitor – 24"	1	3000	$1,365.00
005	Video Accelerator Adapter – 1600 x 1200	200	4533	$179.00
008	Internal Hard Disk Drive	0	0	
008AA	Internal Hard Disk Drive, Ultra Wide SCSI-3 (4GB) **(Note: Cannot be ordered separately. Must be ordered in conjunction with CLIN 001. Price of HDD must be added to the order.)**			$545.00
008AB	Internal Hard Disk Drive, Ultra Wide SCSI-3 (9GB) **(Note: Cannot be ordered separately. Must be ordered in conjunction with CLIN 001. Price of HDD must be added to the order.)**			$620.00
009	Removable Internal Storage Device	5	1000	
010	CD-ROM and DVD			
010AA	CD-ROM Drive, Internal	390	4433	$169.00
010AB	DVD, Internal			$295.00
010AC	DVD Tower w/14 SCSI DVD drives	10	150	$5,529.00
010AD	DVD Jukebox, 2 Drive			$17,990.00
010AE	DVD Jukebox, 4 Drive			$19,990.00
010AF	CD-RW, Internal (CD Writer internal SCSI) **(Needs either CLIN 013AA or 013AB)**			$425.00
010AG	CD Writer Premastering Software ***(see * below)*** **(Note: This software is required to support CLIN 010AD and can only be ordered in conjunction with CLIN 010AD)**			$79.00
011	Other Storage Devices	100	4533	
011AA	Tape Backup Kit, Internal			$425.00
011AB	SCSI Zip Drive			$110.00
011AC	SCSI Jazz Drive			$299.00
012	Network Interface – Ethernet 10Mb/s	814	4533	$79.00

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
0013	SCSI Interfaces			
013AA	Ultra SCSI-3 Interface (Note: Cannot be ordered separately. Must be ordered in conjunction with CLIN 001	0	0	$171
013AB	Ultra SCSI-3 Interface, Dual Channel (Note: Cannot be ordered separately. Must be ordered in conjunction with CLIN 001	0	0	$476
014	PCMCIA Adapter	5	1000	$87.00
015	Memory Expansion	200	13000	
015AA	16MB Memory Expansion - 2 ea 8 MB 60ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 16MB)**			$45.00
015AB	32MB Memory Expansion - 2 ea 16 MB 60ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 32MB)**			$90.00
015AC	64MB Memory Expansion - 2 ea 32 MB 60ns EDO DRAM SIMM Modules **(NOTE: MUST BE INSTALLED IN PAIRS, MIN EXPANSION: 64MB)**			$190.00
015BA	32MB Memory Expansion – 1 ea 32 MB SDRAM Module **(Note: SDRAM can be installed individually. It is not necessary to SDAM in pairs.)**			$70.00
015BB	64MB Memory Expansion – 1 ea 64 MB SDRAM Module **(Note: SDRAM can be installed individually. It is not necessary to SDAM in pairs.)**			$140.00
015C	128MB Memory Expansion – 1 ea 128 MB SDRAM Module **(Note: SDRAM can be installed individually. It is not necessary to SDAM in pairs.)**			$290.00
016	Network Laser Printer and Accessories			
016AA	Network Laser Printer	40	1500	Obsolete
016AB	Additional RAM for 016AA	40	1500	$99.00
016BA	Network Laser Printer			$2,995.00
016BB	16 MB Synchronous DRAM for CLIN 16BA			$95.00
016BC	32 MB Synchronous DRAM for CLIN 16BA			$190.00
016BD	64 MB Synchronous DRAM for CLIN 16BA			$395.00
016BE	2000 Sheet Feeder for 016BA			$899.00
017	Laser Printer	285	3500	

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
017AA	Local Laser Printer			$884.00
017AB	Desktop Laser Printer			$399.00
018	Bar Code Reader – Scanner	200	3500	$523.00
019	Bar Code Reader – Network Scanner	10	1500	$1,199.00
	Welch Allyn Bar Code Products			
019X1	ST5700 Decoded Output High Perf. Laser ATO P/N 5700/A-12			$379.00
019X2	ST5400 Decoded Output Laser No Auto Trigger P/N 5400/B-02			$295.00
019X3	ST5400 Non Decoded Output Laser Auto Trigger Option P/N 5400/B-10			$265.00
019X4	ST5400 Decoded Output Laser Auto Trigger Option P/N 5400/B-12			$329.00
019X5	ST3400 Decoded Output CCD Scanner P/N 3400/LR-12 (3400/B-132)			$249.00
019X6	ST3400 Non Decoded Output CCD Scanner P/N 3400/LR-10			$219.00
019X7	ST8300 Check Reader with single RS-232 Bi-directional Aux. Port P/N 8300-2112			$239.00
	Welch Allyn Accessories			
019Y1	Auto Trigger, Auto Trigger Option P/N ATO			$38.00
019Y2	Boot , Protective Boot (5400-5700) P/N SCANBOOT			$19.00
019Y3	Stand, Hands Free Stand P/N ATSTAND3			$45.00
019Y4	Holder, Monitor or desktop holder P/N SCANHOLDER			$10.00
019Y5	HHLC Cable, Wand EM Interface ST 8300 P/N 42204606-01			$23.00
019Y6	IBM Combo, Y Cable WA scanners to PC's P/N 42204868-09			$45.00
019Y7	RS-232, Serial 9 Pin Cable to PC P/N 42203578-04			$38.00

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
019Y8	Power Stealer, PC Adapter for RS-232 power P/N PC Power/ MD4			$13.00
019Y9	HHLC Cable, Interface to ST 3400 P/N 42204294-01			$23.00
019Y10	HHLC Cable, Interface for ST 5400/5700 P/N 42205251-01			$23.00
019Y11	Wedge Cable, Ycable ST 54/57 to 5pindinPC P/N 42204062			$38.00
019Y12	Wedge Cable , Ycable ST 54/57 to 4pindin P/N 42205021-01			$23.00
020	FAX/Modem, Internal	200	4533	$100.00
021	Multimedia Kit	200	4533	
021AB	High-end Multimedia Kit			$125.00
022	Input Devices	100	2000	
022AA	Ergonomic Natural Keyboard			$60.00
022AB	Enhanced 3 Button Symmetrical Mouse (Standalone Purchases)			$22.00
022AC	Enhanced 3 Button Symmetrical Mouse CANNOT BE ORDERED SEPARATELY. MUST BE SPECIFIED WHEN ORDERING ANY CLIN 001 WORKSTATION CONFIGURATION.			NSP
022AD	Enhanced 2 Button Ergonomic Mouse CANNOT BE ORDERED SEPARATELY. MUST BE SPECIFIED WHEN ORDERING ANY CLIN 001 WORKSTATION CONFIGURATION.			NSP
023	Keyboard Wrist (rest) Pad	232	1296	$3.00
024	Operating System - Multiprocessing	814	4533	
024AA	Operating System - Multiprocessing (To be Provided by the PTO)			$0.00
024AB	Operating System - Multiprocessing Windows NT 3.5.1 for Workstations			$108.00
024AC	Operating System - Multiprocessing Windows NT 4.0 for Workstations			$189.00

2. Under Section H add the new clause "H.23 entitled" Year 2000 compliance. The effective date for this clause the execution date of Modification 010 and will only apply to products that are ordered on or after the date of Modification 010. This clause is as follows:

When acquiring information technology that will be required to perform date/time processing involving dates subsequent to December 31, 1999, agencies shall ensure that solicitations and contracts--

000119

(a)(1) Require the information technology to be Year 2000 compliant; or

(2) Require that non-compliant information technology be upgraded to be Year 2000 compliant prior to the earlier of (i) the earliest date on which the information technology may be required to

perform date/time processing involving dates later than December 31, 1999, or (ii) December 31, 1999; and

(b) As appropriate, describe existing information technology that will be used with the information technology to be acquired and identify whether the existing information technology is Year 2000 compliant.

(c) The operating systems that are provided under CLIN's 024AA and 0024AB are exempt from the terms and conditions of this clause

3. As a result of this modification, contract obligations remain unchanged.

4. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code	Page 1 Of Pages 1

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No (If applicable)
11	01 Jan 1999	961P9605963	

6. Issued By CODE Procure
Office of Procurement
US Patent and Trademark Office
2011 Crystal Drive, Suite 810
Arlington, VA 22202

7. Administered By (if other than item 6)

8. Name and Address of Contractor (No., street, city, county, State, ZIP)
Raytheon Data Systems
500 Superior Avenue
Bldg. 700, MA A1155
NEWPORT BEACH, CA 92663

CODE FACILITY CODE

☐ 9A. Amendment of Solicitation No.

☐ 9B. Dated (see item 11)

☒ 10A. Modification of Contract/Order No
50PAPT600041

☒ 10B. Dated (see item 13)
23 Aug 1996

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 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)

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

☐ 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 AUTHORITY OF: FAR 42.12 and mutual agreement of the parties.

☐ 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 attached.

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)	
M. Williamson, Contracts		Anastasio, Mike	
15B. Contractor/Offeror	15C. Date Signed	16B. United States of America	16C. Date Signed
M. Williamson (Signature of person authorized to sign)	12/22/98	M. J. Anastasio (Signature of Contracting Officer)	22 Dec 1998

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to provide for the novation of Contract 50-PAPT-6-00041 from Raytheon Data Systems (RDS) to Dovala, Urbancsik & Larson (DUL) in accordance with FAR 42.12 – Novation and Change-of-Name Agreements. Effective January 1, 1999, Contract 50-PAPT-6-00041 shall be transferred from RDS to DUL

This modification incorporates the Novation Agreement between RDS and DUL in accordance with FAR 42.12 (see Attachment A).

Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect

NOVATION AGREEMENT

The RAYTHEON COMPANY d/b/a/ RAYTHEON SYSTEMS COMPANY By and Through RAYTHEON DATA SYSTEMS ("Transferor"), a corporation duly organized and existing under the laws of the State of Delaware with its principal office in Newport Beach, California; Dovala, Urbancsik and Larson LLC ("Transferee"), a limited liability company duly organized and existing under the laws of the State of California with its principal office in Marina Del Rey, California; and the UNITED STATES OF AMERICA ("Government") enter into this Agreement as of 31 December 1998.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by various Contracting Officers of the Patent and Trademark Office and other agencies, has entered into a certain contract with the Transferor, namely: contract 50-PAPT-6-00041. The term "the contract," as used in this Agreement, means the above contract and related delivery or 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 this contract and related delivery or purchase orders). Included in the term "the contract" is also all modifications made under the terms and conditions of the contract and related delivery or purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of January 1, 1999, the Transferor has transferred to the Transferee substantially all the contract assets of the Transferor by virtue of a purchase and sale agreement between the Transferor and the Transferee.

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

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

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

(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 contract.

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

(3) The Transferee ratifies all previous actions taken by the Transferor in accordance with the Federal Acquisition Regulation with respect to the contract, 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 contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contract as if the Transferee were the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, 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 contract, shall be considered to have discharged those parts of the Government's obligations under the contract. 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 contract, 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 contract.

(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 this contract be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contract 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: M. J. Amartario Jr.

Title: Contracting Officer

RAYTHEON DATA SYSTEMS

By: Philip J. LaPorte

Title: Director

[Corporate Seal}

Dovala, Urbancsik & Larson LLC

By: [signature]

Title: VICE PRESIDENT

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code | Page 1 of Pages 1

2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req No.	5. Project No. (If applicable)
12	29 Apr 1999	881P9805963	

6. Issued By CODE Procure
Office of Procurement
US Patent and Trademark Office
2011 Crystal Drive, Suite 810
Arlington, VA 22202

7. Administered By (If other than item 6)

8. Name and Address of Contractor (No., street, city, county, State, ZIP)
Dovala, Urbancsik, Larson, LLC
13816 Bora Bora Way
#324
Marina Del Ray, CA 90292

CODE FACILITY CODE

☐	9A. Amendment of Solicitation No.
☐	9B. Dated (see item 11)
☒	10A. Modification of Contract/Order No. 60PAPT600041
☒	10B. Dated (see item 13) 23 Aug 1996

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 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)

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

☐	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 AUTHORITY OF:
☒	D. OTHER (Specify type of modification and authority) Clause H.17 Technological Advances and Mutual Agreement of the Parties

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 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)	16A. Name and Title of Contracting Officer (Type or print)
RICHARD DOVALA, PRESIDENT	Marva Brown

15B. Contractor/Offeror	15C. Date Signed	16B. United States of America	16C. Date Signed
Richard Dovala (Signature of person authorized to sign)	6 May 99	Marva D. Brown (Signature of Contracting Officer)	29 Apr 1999

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

Marva D. Brown

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to:

(1) Revise the Contractor's address to: 3365 Miraloma Ave., Suite 200
Anaheim, CA 92806

(2) Correct the following inadvertent errors in Mod 10: (a) Change CLIN 003AB – Video Monitor – 24" in MOD 10 back to CLIN 004 as was stated in the original contract, and (b) correct the CLINs and Welch Allyn part numbers (CLINs 019X1 through 019Y12) which were incorrectly stated in Mod 10. (c) Revise the Mins & Maxs of CLINs 010AA & 010AC as was stated in Mod 9.

(3) Delete the following CLINs:

001BB and 001BC (the 300 MHz processor is no longer available);
008AA (the 4GB hard drive is obsolete);
011AC (1 GB SCSI Jazz Drive is obsolete);
024AA (PTO no longer utilizes the Multiprocessing Operating System;
024AB (PTO no longer utilizes Windows NT 3.5.1 Multiprocessing Operating System)

(4) Add the following CLINs:

011AD (SCSI Jazz Drive, 2GB) to replace the now obsolete SCSI Jazz Drive, 1GB).
017AC (Copier/Scanner Upgrade for Desktop Laser Printer - CLIN 017AB)

Accordingly, the contract is modified as follows:

1. Under Section B, make the following changes:

(a) Restructure Section B.1.3 to incorporate technology enhancements for technology at the end or near the end of its life cycle. The incorporation of the following SubCLINs and the unit prices as a result of the technology enhancements are made under the authority of Section C.4.4, "Technology Enhancement," Clause H.17, "Technological Advances:"

CLIN	ITEM DESCRIPTION	MIN	MAX	UNIT PRICE
001	Desktop Workstation	300	4,533	
001BD	450 Workstation, Pentium II 450, Pentium II Motherboard, 128MB SDRAM, NIC, Surge Suppresser, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, SCSI CD-ROM Drive, Enhanced Sound Card Including Speakers, Headset and Microphone. **(Note: See CLIN 008AA & 008AB for hard drive selection)**			$2,343.00
001BE	450 Workstation, Pentium II 450, Pentium II Motherboard, 128MB SDRAM, NIC, Surge Suppresser, Floppy Drive, Keyboard, Ultra Wide SCSI-3 Interface, Video Accelerator, SCSI DVD, Enhanced Sound Card Including Speakers, Headset and Microphone. **(Note: See CLIN 008AA & 008AB for hard drive selection)**			$2, 497.00
002	Video Monitor –17" and Accessories			
002AA	Video Monitor – 17"	213	4533	$459.00
003	High Resolution Monitors	200	4533	
003AA	Video Monitor – 21"			$1,304.00
004	Video Monitor – 24" dual page	1	3000	$2711.00
005	Video Accelerator Adapter – 1600 x 1200	200	4533	$159.00
008	Internal Hard Disk Drive	0	0	
008AB	Internal hard Disk Drive, Ultra Wide SCSI-3 (9GB) **(Note: Cannot be ordered separately. Must be ordered in conjunction with CLIN 001BD or 001BE. Price of HDD must be added to order.)**			$479.00
010	CD-ROM & DVD			
010AA	CD-ROM Drive, Internal	390	4383	$149.00
010AB	DVD, Internal	10	150	$295
010AC	DVD Tower			$5,529.00
010AD	DVD Jukebox, 2 Drive			$17,990.00
010AE	DVD Jukebox, 4 Drive			$19,990.00
010AF	CD-RW, Internal			$425.00
010AG	CD Writer Premastering Software			$79.00
011	Other Storage Devices	100	4533	

011AA	Tape Backup Kit, Internal			$625.00
011AB	SCSI Zip Drive			$110.00
011AD	SCSI Jazz Drive, 2GB			$479.00
012	Network Interface - Ethernet 10/100 Mb/s	814	4533	$79.00
013	SCSI Interfaces			
013AA	Ultra Wide SCSI-3 Interface **(Note: Cannot be ordered separately. Must be ordered in conjunction with CLIN 001BD or 001BE.)**	0	0	171.00
013AB	Ultra SCSI-3 Interface, Dual Channel **(Note: Cannot be ordered separately. Must be ordered in conjunction with CLIN 001BD or 001BE.)**	0	0	$458.00
014	PCMCIA Adapter	5	1000	$87.00
015	Memory Expansion	200	13000	
015AA	16MB Memory Expansion - 2 ea 8MB 60ns EDO DRAM SIMM Modules **(Note: SIMMs must be installed in pairs, minimum expansion: 16MB.)**			$45.00
015AB	32MB Memory Expansion - 2 ea 16MB 60ns EDO DRAM SIMM Modules **(Note: SIMMs must be installed in pairs, minimum expansion: 32MB.)**			$90.00
015AC	64MB Memory Expansion - 2 ea 32MB 60ns EDO DRAM SIMM Modules **(Note: SIMMs must be installed in pairs, minimum expansion: 64MB.)**			$190.00
015BA	32MB Memory Expansion – 1 ea 32 MB SDRAM Module **(Note: SDRAM can be installed individually. It is not necessary to install SDRAM in pairs.)**			$70.00
015BB	64MB Memory Expansion – 1 ea 64 MB SDRAM Module **(Note: SDRAM can be installed individually. It is not necessary to install SDRAM in pairs.)**			$140.00
015BC	128 MB Memory Expansion – 1 ea 128 MB SDRAM Module **(Note: SDRAM can be installed individually. It is not necessary to install SDRAM in pairs.)**			$290.00
016	Network Laser Printer and Accessories	40	1500	
016AA	Network Laser Printer			(Obsolete)
016AB	Additional RAM for 016AA **(Note: This CLIN is only for use with the HP 5SiMX and the HP 6MP Printer. This CLIN is not to be used for the HP 8000DN printer. Use CLIN016BB for HP 8000DN printer.)**			$99.00
016BA	Network Laser Printer			$3,165.00

016BB	16 MB Synchronous DRAM for CLIN016BA			$95.00
016BC	32 MB Synchronous DRAM for CLIN016BA			$190.00
*016BD	64 MB Synchronous DRAM for CLIN016BA			$395.00
*016BE	2000 Sheet Feeder for 016BA			$799.00
017	Laser Printer	285	3500	
017AA	Local Laser Printer			$884.00
017AB	Desktop Laser Printer			$399.00
017AC	Copier/Scanner Upgrade for CLIN017AB			$149.00
	WELCH ALLYN BAR CODE READER PRODUCTS			
019	Bar Code Reader			
019X1	ST5700 – High Performance Decoded Laser 1) Must add cable (See Accessories) 2) Must order ATO & ATSTAND3 accessories for hands free operation P/N 5700/A-02	210	5000	$379.00
019X2	Reserved			Reserved
019X3	ST5400 – Std Optics Non-Decoded Laser 1) Must add cable (See Accessories) 2) Must order ATO & ATSTAND3 accessories for hands free operation P/N 5400/B-00	210	5000	$269.00
019X4	ST5400 – Std Optics Decoded Laser 1) Must add cable (See Accessories) 2) Must order ATO & ATSTAND3 accessories for hands free operation P/N 5400/B-02	210	5000	$329.00
019X5	ST3400 – Decoded Hand Held CCD Scanner 1) Must add cable (See Accessories) 2) Auto Trigger feature is included but must order SCANHOLDER accessory for hands free operation P/N 3400LR-12	210	5000	$249.00
019X6	ST3400 – Non-Decoded Hand Held CCD Scanner 1) Must add cable (See Accessories) 2) Auto Trigger feature is included but must order SCANHOLDER accessory for hands free operation P/N 3400LR-10	210	5000	$219.00

019X7	Reserved			Reserved
019X8	ST8300 – Check Reader with Serial Aux. Port. Scanner Port & 2 Track Magnetic Stripe Reader P/N 8300-2112	210	5000	$289.00
	Welch Allyn Accessories			
019Y1	Auto Trigger – Hands Free Trigger Option P/N ATO	210	5000	$38.00
019Y2	Scan Boot-Protective Boot (3400, 5400 & 5700) P/N SCANBOOT	210	5000	$19.00
019Y3	Laser Stand – Hands Free Stand (5400 & 5700) P/N ATSTAND3	210	5000	$45.00
019Y4	Holder – Wall or Desktop Holder (3400) P/N SCANHOLDER	210	5000	$10.00
019Y5	Scnr Cable – Decoded Out to Check Reader P/N 42204606-01	210	5000	$23.00
019Y6	Scnr Cable – Decoded Laser to PC via Y Wedge Either 5 Pin DIN or 6 Pin Mini-DIN P/N 42204868-09	210	5000	$45.00
019Y7	Scnr-Cable-Decoded Scanner to 9 Pin Serial (Requires Power Adapter) P/N 42203758-04	210	5000	$38.00
019Y8	Pwr Adapter-Power Adapter for RS-232 P/N PCPOWER/MD4	210	5000	$13.00
019Y9	Scnr Cable - HHLC Manual to Check Reader P/N 42204294-01	210	5000	$23.00
019Y10	Scnr Cable – HHCL Auto-Trigger to Check Reader P/N 42205217-01	210	5000	$26.00
019Y11	Scnr Cable-Laser to PC via PS-2 Wedge Cable P/N 42204062-03	210	5000	$38.00
019Y12	ChkRdr Cable-Check Reader to PC via PS-2 Mini-DIN P/N 42205021-01	210	5000	$23.00
020	FAX/Modem, Internal	200	4533	$80.00
021	Multimedia Kit	200	4533	
021AB	High-end Multimedia Kit			$125.00
022	Input Devices	100	2000	
022AA	Ergonomic Natural Keyboard			$49.00
022AB	Enhanced 3 Button Symmetrical Mouse (Standalone Purchases)			$22.00
022AC	Enhanced 3 Button Symmetrical Mouse **(Cannot be ordered separately. Must be specified when ordering any CLIN 001 workstation configuration)**			NSP

022AD	Enhanced 2 Button Ergonomic Mouse **(Cannot be ordered separately. Must be specified when ordering any CLIN 001 workstation configuration)**			NSP
023	Keyboard Wrist (rest) Pad	232	1296	$3.00
024	Operating System – Multiprocessing	814	4533	
024AC	Operating System – Multiprocessing Windows NT 4.0 for Workstations			$175.00

4. As a result of this modification, contract obligations remain unchanged.

5. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.