

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE Click here to enter text.	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. PA02	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NO. (If Applicable)	
6. ISSUED BY: U. S. GENERAL SERVICES ADMINISTRATION IT SERVICES CONTRACT OPERATIONS DIVISION 333 WEST BROADWAY, STE. 950 SAN DIEGO, CA 92101-3805	CODE QT2A1CA	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NTT DATA SERVICES FEDERAL GOVERNMENT, INC. 13880 Dulles Corner Ln Ste 200 Herndon, VA 20171-4686		(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. 47QTCK18D0028	
			10B. DATED (SEE ITEM 13) 7/1/2018	
CODE DUNS: 175344753	FACILITY CODE CAGE: 4T952			

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.

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning # copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**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 TO AUTHORITY OF:
- 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.)

Pursuant to FAR 42.12, the purpose of this modification is to incorporate the Change-of-Name modification executed 06/07/2018, by DCMA Manassas, Chantilly, VA (Attachment A). As a result of the Change-of-Name, Alliant 2 Governmentwide Acquisition Contract (GWAC) 47QTCK18D0028 is changed as specified on page 2 of this modification.

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)	
		Diemle Phan Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED Click here to enter text.	16B. UNITED STATES OF AMERICA Diemle Phan (Signature of Contracting Officer)	16C. DATE SIGNED 7/17/2018

(b) The contractor's name is changed as follows:

From: NTT DATA Service Federal Government, Inc. 13880 Dulles Corner Ln Ste 200 Herndon, VA 20171-4686 DUNS: 175344753 CAGE: 4T952	To: NTT DATA Service Federal Government, LLC 13880 Dulles Corner Ln Ste 200 Herndon, VA 20171-4686 DUNS: 175344753 CAGE: 4T952
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As a result of the name change, this contract and respective task orders issued under this contract will be amended by substituting the name NTT DATA Service Federal Government, LLC in place of NTT DATA Service Federal Government, Inc. This modification is provided as reference for such modifications.

c. All other terms and conditions of the contract remain unchanged.

Attachment A: DCMA Modification

Attachment A

- Change of Name Agreement
- DCMA Modification
- Documents effecting the name change

Conversion and Name Change Agreement

NTT DATA Services Federal Government LLC ("Contractor"), a limited liability corporation duly organized and existing under the laws of the State of Delaware, NTT DATA Services Federal Government, Inc., a corporation organized under the laws of the State of Virginia, and the United States of America ("Government"), enter into this Agreement as of July 28, 2017.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the Department of Defense and other United States Government agencies, has entered into certain contracts and purchase orders with the NTT DATA Services Federal Government, Inc., as shown in the attached list marked "Exhibit A" and incorporated in this Agreement by reference. The term "the Contracts," as used in this Agreement, means above the contracts and their delivery/task/purchase orders and all other contracts and their delivery/task/purchase orders, including all modifications and delivery/task/purchase orders, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) NTT DATA Services Federal Government, Inc., on July 28, 2017, by Certificate of Conversion, dated July 28, 2017, has converted from a Virginia Corporation to a Delaware Corporation of the same name. That same day, the Delaware Corporation, NTT DATA Services Federal Government, Inc., converted from a corporation to a limited liability company with a resulting name of NTT DATA Services Federal Government, LLC.

(3) This certificate of conversion and name change accomplishes a conversion of the corporation from a Virginia Corporation to a Delaware Corporation and then to a Delaware limited liability company with a change of corporate name; all rights and obligations of the Government and the Contractor under the Contracts are unaffected by these changes.

(4) NTT DATA Services Federal Government, LLC has retained all the assets of NTT DATA Services Federal Government, Inc. by virtue of the above conversion.

(5) NTT DATA Services Federal Government, LLC. has retained all obligations and liabilities of NTT DATA Services Federal Government, Inc. under the Contracts by virtue of the above conversion.

(6) NTT DATA Services Federal Government, LLC is in a position to fully perform all obligations that may exist under the Contracts.

(7) It is consistent with the Government's interest to recognize NTT DATA Services Federal Government, LLC as the successor party to the Contracts.

(4) Documentary evidence of these conversions and change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that --

(1) NTT DATA Services Federal Government, LLC confirms that the conversion from NTT DATA Services Federal Government, Inc. to NTT DATA Services Federal Government, LLC was properly effected under Delaware law on July 28, 2017.

(2) NTT DATA Services Federal Government, LLC agrees to be bound by and to perform each of the Contracts in accordance with the conditions contained in the Contracts. NTT DATA Services Federal Government, LLC also assumes all obligations and liabilities of, and all claims against, NTT DATA Services Federal Government, Inc. under the Contracts as if NTT DATA Services Federal Government, LLC were the original party to the Contracts.

(3) NTT DATA Services Federal Government, LLC ratifies all previous actions taken by NTT DATA Services Federal Government, Inc. with respect to the Contracts, with the same force and effect as if the action had been taken by NTT DATA Services Federal Government, LLC.

(4) The Government recognizes NTT DATA Services Federal Government, LLC as NTT DATA Services Federal Government, Inc.'s successor in interest in and to the Contracts. Through the conversion, NTT DATA Services Federal Government, LLC became entitled to all rights, titles, and interests of NTT DATA Services Federal Government, Inc. in and to the Contracts as if NTT DATA Services Federal Government, LLC were the original party to the Contracts. The Contracts covered by this Agreement are amended by substituting the name "NTT DATA Services Federal Government, LLC" for the name "NTT DATA Services Federal Government, Inc." wherever it appears in the Contracts, effective July 28, 2017;

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against NTT DATA Services Federal Government, Inc. should the conversions and name change prove invalid.

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

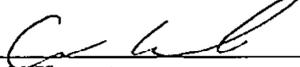
(7) NTT DATA Services Federal Government, Inc. and NTT DATA Services Federal Government, LLC agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the conversion or this Agreement, other than those that the Government in the absence of this conversion or Agreement would have been obligated to pay or reimburse under the terms of the Contracts.

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

United States of America
DOWNING.LISA.SUSANN
By E.1074132029
Lisa Downing
Administrative Contracting Officer

Digitally signed by
DOWNING.LISA.SUSANNE.1074132029
Date: 2018.03.08 16:09:16 -05'00'

NTT DATA Services Federal Government, Inc.

By 
David Kapusta
Chief Operating Officer

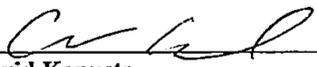
[Corporate Seal]

Certificate

I, James Devlin, certify that I am the Secretary of NTT DATA Services Federal Government, Inc. that David Kapusta, who signed this Agreement for this corporation, was then Chief Operating Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 5th day of January, 2018.

By 

NTT DATA Services Federal Government, LLC

By 
David Kapusta
Chief Operating Officer

[Corporate Seal]

Certificate

I, James Devlin, certify that I am the Secretary of NTT DATA Services Federal Government LLC; that David Kapusta, who signed this Agreement for this corporation, was then Chief Operating Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 5th day of January, 2018.

By 

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U - Cost Plus Fixed Fee	PAGE OF PAGES 1 5
J. AMENDMENT/MODIFICATION NO. ARZ926		K. EFFECTIVE DATE 2018 JUN 02	L. MODIFICATION/PURCHASE REQ. NO.
K. ISSUED BY DCMA MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANTILLY, VA 20151 Norman.Bissett@dcma.mil/571-521-1934		CODE S2404A	M. PROJECT NO. (if applicable) S2404A
N. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, state and ZIP Code) NTT DATA SERVICES FEDERAL GOVERNMENT, INC. 13880 DULLES CORNER LN STE 200 HERNDON, VA 20171-4686		O. ADMINISTERED BY (if other than item K) DCMA MANASSAS 14501 GEORGE CARTER WAY 2ND FLOOR CHANTILLY, VA 20151 DCMA.VR30N8A@DCMA.MIL/571-521-1930	
P. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, state and ZIP Code) NTT DATA SERVICES FEDERAL GOVERNMENT, INC. 13880 DULLES CORNER LN STE 200 HERNDON, VA 20171-4686		Q. NO. AMENDMENT OF SOLICITATION NO.	R. DATED (SEE ITEM 11)
S. CODE 4T952		T. FACILITY CODE	U. MODIFICATION OF CONTRACT/ORDER NO. HDTRA108F0007
			V. DATED (SEE ITEM 11) 2007 DEC 12

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:
 (1) By completing items 8 and 10, and returning _____ copies of the amendment; (2) By acknowledging receipt of this amendment on each copy of the offer submitted; or (3) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FILED IN 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 your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

SEE CONTINUATION PAGE

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR: 43.102(j)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

SEE CONTINUATION PAGE

Except as provided herein, all terms and conditions of the document referenced in item 14, or 10A, as heretofore changed, remain unchanged and in full force and effect.

10A. NAME AND TITLE OF SENDER (Type or print) Norman D. Bissett Administrative Contracting Officer		10B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Norman D. Bissett Administrative Contracting Officer	
10C. CONTRACTING OFFICER (Signature of person authorized to sign)	10D. DATE SIGNED	10E. UNITED STATES OF AMERICA BRISSETT NORMAN DOUGLAS JR. 1019C 07/25/2018 10:23:23 (Signature of Contracting Officer)	10F. DATE SIGNED 2018 Jun 07

Contract Modification Continuation Page

Page 2 of 5

Contract: HDTRA108F0007

Modification Number: ARZ995

Modification Effective Date: 02 JUN 2018

CLOSING REMARKS:

The total contract amount of this contract is unchanged.

This modification is to execute the approved change of name agreement from NTT DATA SERVICES FEDERAL GOVERNMENT, INC. to NTT DATA SERVICES FEDERAL GOVERNMENT, LLC. The change of name agreement has been fully executed and is dated 8 March 2018. This change of name is also applicable to the hard copy check remittance. Change of name is as follows:

Old name:

NTT DATA SERVICES FEDERAL GOVERNMENT, INC.

New name:

NTT DATA SERVICES FEDERAL GOVERNMENT, LLC

There is no change in Administration Office or Payment Office as a result of this change of name agreement.

The administration office remains unchanged for contracts not administered by DCMA.

Additional comments:

Pursuant to FAR 42.1205, the Government and NTT DATA Services Federal Government, INC entered into a change-of-name/conversion agreement effective on July 28, 2017 to change the company's name to NTT DATA Services Federal Government, LLC. This agreement accomplishes a change-of-name/conversion only and all rights and obligations of the Government and of the Contractor are unaffected by this change.

Contract Modification Continuation Page

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Contract: HDTRA108F0007

Modification Number: ARZ995

Modification Effective Date: 02 JUN 2018

PIIN	SPIIN	MODIFICATION NUMBER	PIIN SPIIN ISSUED BY DODAAC	PIIN SPIIN EFFECTIVE DATE	PAY OFFICE DODAAC
H9222211D0038	0002	AY	S2404A	06/07/2018	HQ0338
H9222211D0038	0003	AY	S2404A	06/07/2018	HQ0338
H9222211D0038	0004	AY	S2404A	06/07/2018	HQ0338
H9222211D0038	0005	AY	S2404A	06/07/2018	HQ0338
H9222211D0038		ARZ998	S2404A	06/07/2018	HQ0338
HDTRA108F0007		ARZ995	S2404A	06/07/2018	HQ0338
HQ009505C0015		ARZ997	S2404A	06/07/2018	HQ0338
N0002401D7010	0003	AW	S2404A	06/07/2018	HQ0338
N0002401D7010	0004	AW	S2404A	06/07/2018	HQ0338
N0002401D7010	0006	AW	S2404A	06/07/2018	HQ0338
N0002401D7010	0007	AW	S2404A	06/07/2018	HQ0338
N0002401D7010	0008	AW	S2404A	06/07/2018	HQ0338
N0002401D7010	0011	AW	S2404A	06/07/2018	HQ0338
N0002401D7010	0012	AW	S2404A	06/07/2018	HQ0338
N0002401D7010	0013	AX	S2404A	06/07/2018	HQ0338
N0002401D7010	0016	AX	S2404A	06/07/2018	HQ0338
N0002401D7010		ARZ995	S2404A	06/07/2018	HQ0338
N0002411C8297		ARZ998	S2404A	06/07/2018	HQ0338
N0017804D4102	0002	AX	S2404A	06/07/2018	HQ0338
N0017804D4102	0004	AY	S2404A	06/07/2018	HQ0338
N0017804D4102	EH01	AX	S2404A	06/07/2018	HQ0338
N0017804D4102	EH02	AX	S2404A	06/07/2018	HQ0338
N0017804D4102	FG01	AX	S2404A	06/07/2018	HQ0338
N0017804D4102	N401	AX	S2404A	06/07/2018	HQ0338
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N0018907D0030	0004	AY	S2404A	06/07/2018	HQ0338
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N0018907D0030	8C05	AX	S2404A	06/07/2018	HQ0338
N0018907D0030	8C06	AX	S2404A	06/07/2018	HQ0338

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Contract: HDTRA108F0007

Modification Number: ARZ995

Modification Effective Date: 02 JUN 2018

N0018907D0030	8C07	AX	S2404A	06/07/2018	HQ0338
N0018907D0030	8C08	AX	S2404A	06/07/2018	HQ0338
N0018907D0030	8C09	AX	S2404A	06/07/2018	HQ0338
N0018907D0030	8C10	AX	S2404A	06/07/2018	HQ0338
N0018907D0030	8C11	AX	S2404A	06/07/2018	HQ0338
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N0018907D0030	8C26	AX	S2404A	06/07/2018	HQ0338
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N0018907D0030	8C30	AX	S2404A	06/07/2018	HQ0338
N0018907D0030	8C31	AX	S2404A	06/07/2018	HQ0338
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N0018907D0030	8C35	AX	S2404A	06/07/2018	HQ0338
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N0018907D0030	8C37	AX	S2404A	06/07/2018	HQ0338
N0018907D0030	8C38	AY	S2404A	06/07/2018	HQ0338
N0018907D0030	8C39	AY	S2404A	06/07/2018	HQ0338
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N0018907D0030	8C50	AY	S2404A	06/07/2018	HQ0338
N0018907D0030	GP01	AX	S2404A	06/07/2018	HQ0338

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Contract: HDTRA108F0007

Modification Number: ARZ995

Modification Effective Date: 02 JUN 2018

N0018907D0030	GP02	AX	S2404A	06/07/2018	HQ0338
N0018907D0030	GP03	AX	S2404A	06/07/2018	HQ0338
N0018907D0030	GP04	AX	S2404A	06/07/2018	HQ0338
N0018907D0030	GP05	AX	S2404A	06/07/2018	HQ0338
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N0018908DZ048	0007	AX	S2404A	06/07/2018	HQ0338
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N0018908DZ048	0012	AY	S2404A	06/07/2018	HQ0338
N0018908DZ048	0013	AY	S2404A	06/07/2018	HQ0338
N0018908DZ048	0014	AY	S2404A	06/07/2018	HQ0338
N0018908DZ048		ARZ997	S2404A	06/07/2018	HQ0338
W81XWH08D0040	0001	AW	S2404A	06/07/2018	HQ0338
W81XWH08D0040		ARZ997	S2404A	06/07/2018	HQ0338

Except as provided by this contract modification, all terms and conditions of this contract remain unchanged and in full force and effect.