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<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 65
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 12/10/2018	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NRO 14675 Lee Road Chantilly, VA 20151-1715	CODE	7. ADMINISTERED BY (If other than Item 6) See Block 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  DIGITALGLOBE INC WESTMINSTER, CO 80234		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		<input type="checkbox"/> 9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. NRO000-18-C-0284	
		<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (If required)

See Addenda

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

<input checked="" type="checkbox"/>	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 type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 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, remain 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)  Contracting Officer (b)(3)
15B. CONTRACTOR/OFFEROR  <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

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



(b)(3)

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**Block 14 Continuation**

- 1. (U) The purpose of this modification is to:
  - a. (U) Provide additional funding for CLIN(s) 0001AA, 0003

2. (U) The total contract value hereby remains unchanged.

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3. (U) As a result, the contract is modified as follows:

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(U) Specifically:

CLIN	FROM	BY	TO
0001AA			
0003			

(b)(3)

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Table content is (U//~~FOUO~~)

4. (U) This conformed copy of the contract supersedes all prior versions. Unless specifically addressed in this modification, all terms and conditions of the contract remain unchanged and in full force and effect.

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**1 (U) Type of Contract and Total Contract Value**

(U) The Contractor shall, in accordance with the terms and conditions set forth herein, furnish the necessary qualified personnel, services, travel, facilities and materials (except those specifically designated to be provided by the Government) and do all things necessary and incidental to complete the contractual effort in accordance with the Statement of Work.

(b)(3)  
(b)(4)

All tables in this clause containing CLIN element values and totals are classified as (U//~~FOUO~~).

(U) CLIN 0001, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) This FFP CLIN for Commercial Satellite Imagery - Service Level Agreements for Pixel and Imagery Acquisition/Operations.

Firm Fixed Price	\$300,000,000.00
Total	\$300,000,000.00

	Quantity	Unit Price	Units	Total
0001AA				
0001AB (OPTION)				(b)(3) (b)(4)
0001AC (OPTION)				
0001AD (OPTION)				
0001AE (OPTION)				

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(U) The total value of Contract Line Item 0001, and any modifications thereto are shown below:

	Firm Fixed Price	Total
BASIC		(b)(3) (b)(4)

(U) CLIN 0002, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) This Task Order FFP CLIN for Commercial Satellite Imagery - System Engineering Services Support. All necessary services and supplies to accomplish Task Orders will be negotiated on an individual basis after contract award/definitization.

Firm Fixed Price  
Total

(b)(3)  
(b)(4)

		Quantity	Unit Price	Units	Total
0002AA	(U) This Task Order FFP CLIN for Commercial Satellite Imagery - System Engineering Services Support. All necessary services and supplies to accomplish Task Orders will be negotiated on an individual basis after contract award/definitization.				
0002AB (OPTION)	(U) This Task Order FFP CLIN for Commercial Satellite Imagery - System Engineering Services Support. All necessary services and supplies to accomplish Task Orders will be negotiated on an individual basis after contract award/definitization.				

(U) The total value of Contract Line Item 0002, and any modifications thereto are shown below:

	Firm Fixed Price	Total
BASIC		(b)(3) (b)(4)

(U) CLIN 0003, as identified in this contract and in the total estimated amounts set forth below, is FFP as described under the Federal Acquisition Regulations (FAR) 16.202.

Description: (U) SecOps Modernization

	Quantity	Unit Price	Units	Value
Firm Fixed Price				(b)(3)
Total				(b)(4)

(U) The total value of Contract Line Item 0003, and any modifications thereto are shown below:

	Quantity	Unit Price	Units	Total
P00001				(b)(3)
P00003				(b)(4)

**2 (U) Statement of Work**

(U) The Government's Statement of Work listed below is incorporated by reference and made part of this contract as Attachment 1 as listed in the Incorporation of Attachments and Exhibits clause:

The following table in this clause is classified as (U).

Statements of Work Title	Date
(U) EnhancedView Follow-On ( <del>S//NF</del> )	11/02/2018

**3 (U) Packaging and Marking**

(U) Packaging and marking of deliverable items called for hereunder shall be in accordance with:

(U) (1) the Contractors best commercial practice and

(U) (2) any delineated requirements in the Statement of Work required to insure safe arrival at the destination.

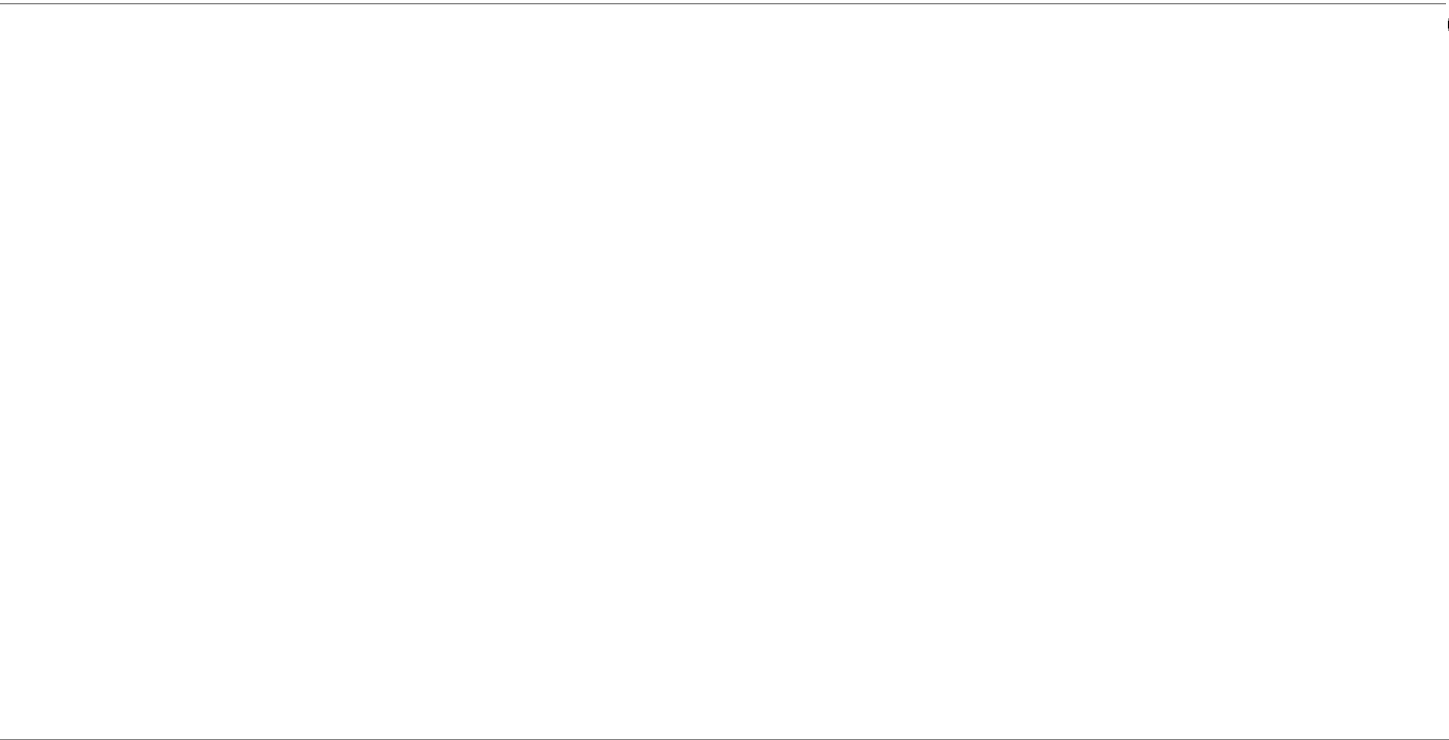
**4 (U) Inspection and Acceptance**

(U) Inspection:

The inspection or acceptance of work, accomplished and/or items produced or deliverable under this Contract shall be performed in accordance with the procedures and prerequisites as defined in FAR 52.212.4(a).

(U) Acceptance:

Acceptance of items produced under this Contract occurs upon delivery defined in Contract Attachment 1, Enhanced View Imagery Acquisition Statement of Work, and in accordance with the procedures and prerequisites as defined in FAR 52.212-4(a).



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**7 (U) GOVERNMENT POINTS OF CONTACT**

The following table in this clause is classified as (U).

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Title	Name	Phone Number
Contracting Officer		
Contracting Officer		
COTR		
Contract Support Assistant		

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**8 (U) Accounting and Appropriation Data**

*The following table in this clause is classified as (U//~~FOUO~~)*

Contract Doc	CLIN	RCA #	RCA ACTNG#	BLI	FY	BOC	PO Line	Dollars Obligated
BASIC	0001AA				18		1	(b)(3)
BASIC	0001AA				18		2	(b)(4)
							:	
P00001	0003				18		4	
P00001	0003				18		3	
							:	
P00002	0001AA				19		5	
							:	
P00003	0003				19		6	
							:	
P00004	0001AA			19		7		
P00004	0003			19		8		
						:		
P00005	0001AA			19		10		
P00005	0003			19		9		
							Subtotal:	
							Total:	

**9 (U) CLIN Obligation and Value Summary**

(b)(3)

*The following table in this clause is classified as (U//~~FOUO~~).*

SUMMARY TOTAL OBLIGATED AND TOTAL VALUE BY CLIN		
CLIN	Dollars Obligated	Total CLIN Value
0001AA		
0001		
0002AA		
0002		

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SUMMARY		
TOTAL OBLIGATED AND TOTAL VALUE BY CLIN		
CLIN	Dollars Obligated	Total CLIN Value
0003		
Total:		

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(b)(4)

(b)(3)

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**47 (U) Incorporation Of Attachments And Exhibits**

(U) The Attachments and/or Exhibits listed below are incorporated herein and made part hereof:

Attachment Number	Description	Date	No. Pages
1	(U) EVFO SOW <del>(S//NF)</del>	11/02/2018	43
2	(U) EVFO CDRLs	06/13/2018	15
3	(U) EVFO DD254 (U// <del>FOUO</del> )	05/29/2018	5 (b)(3)
4	(U) EVFO DD254 [redacted] <del>(S//REL to USA, FVEY)</del>	05/31/2018	3
5	(U) EVFO [redacted]	05/11/2018	4
6	(U) EVFO [redacted] (U// <del>FOUO</del> )	06/13/2018	7
7	(U) EVFO [redacted] <del>(S//NF)</del>	11/01/2018	3
8	(U) EVFO Incentive Plan <del>(S//NF)</del>	06/13/2018	3
9	(U) EVFO Deferred Delivery List	07/02/2018	1
10	(U) NextView End User License Agreement	03/01/2014	1
11	(U) [redacted]	11/01/2018	1