

# EXHIBIT C

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   24
2. AMENDMENT/MODIFICATION NO. <b>F00016</b>		3. EFFECTIVE DATE 12-May-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
6. ISSUED BY ACC - APG - W91CRB BLDG 4310 6515 INTEGRITY COURT ABERDEEN PROVING GROUND MD 21005-3013		CODE <b>W91CRB</b>	7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MICROSOFT CORPORATION MICROSOFT [REDACTED] 1 MICROSOFT WAY REDMOND WA 98052-8300			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. <b>W91CRB1990001</b>	
			X 10B. DATED (SEE ITEM 13) <b>20-Nov-2018</b>	
CODE <b>60128</b>		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Agreement Article XIV Modifications</b>				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>  1  </u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: [REDACTED] Obligation Amount: \$0.00 This no cost, bilateral modification: 1. Incorporates updated Attachment #4 titled "GFP-GFI List_as of 7 July 2020" 2. Incorporates updated Attachment #6 titled "Line Item Structure-Payment Schedule_as of 12 May 2020".  POC: [REDACTED] All other terms and conditions under this Agreement, as executed on 20 November 2018, inclusive of any subsequent, executed, modifications and attachments thereto, remain unchanged.				
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) [REDACTED] / CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR			TEL: [REDACTED]	EMAIL: [REDACTED]
15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY [REDACTED]		16C. DATE SIGNED 31-Jul-2020

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

AGREEMENT

OTHER TRANSACTION AGREEMENT BETWEEN  
The United States of America  
AND  
The Microsoft Corporation

Agreement No.: W91CRB-19-9-0001

This Other Transaction Agreement (“OTA” or “Agreement”) is entered into between the United States of America, hereinafter called the Government, pursuant to and under U.S. Federal law, and the Microsoft Corporation, hereinafter called the Company or Microsoft, with an address at One Microsoft Way, Redmond, WA 98052.

Agreement Term: The term of this Agreement is [REDACTED] from the Effective Date. The maximum value of the Prototype Project to be awarded under the terms and conditions of this Agreement is [REDACTED].

Authority: 10 U.S.C. § 2371b(a), Section 815, Amendments to Other Transaction for Prototype Agreement, of the National Defense Authorization Act (NDAA) for Fiscal Year 2018 which inserted Section 2371b, Authority of the Department of Defense to carry out Prototype Projects and as further amended up to the date of execution of this Agreement.

Check one:

Company  X  IS/   IS NOT a NON-TRADITIONAL DEFENSE CONTRACTOR. As per 10 USC 2302(9) a Non-Traditional Defense Contractor is an entity that is not currently performing and has not performed, for at least the one-year period preceding the solicitation of sources by the Department of Defense for the procurement or transaction, any contract or subcontract for the Department of Defense that is subject to full coverage under the cost accounting standards prescribed pursuant to section 1502 of title 41 and the regulations implementing such section.

\_\_\_\_\_  
**Signature of Authorized Company Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

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## **ARTICLE I: SCOPE OF THE AGREEMENT**

### **A. Background:**

This Other Transaction Agreement (OTA) is awarded to the Microsoft Corporation, hereinafter referred to as "the Company" or "Microsoft". The objective of the Integrated Visual Augmentation System (IVAS) Prototype Program is to provide a Heads-Up Display (HUD) 3.0 and integrated STE Squad capability within the Squad Architecture in support of Army, Marines, and Special Operations Forces [REDACTED] in accordance with Microsoft's proposal dated 09 November 2018.

### **B. Definitions:**

"Agreement" or "OTA" refers to the Other Transaction Agreement, as authorized under IO U.S.C. 2371b, between the Government and Microsoft, Agreement No. W91CRB-19-9-0001.

"Agreements Officer (AO)" is the United States Army Contracting Command - APG Activity warranted Contracting Officer authorized to sign the final agreement for the Government.

"Agreements Officer's Representative (AOR)" is the individual designated by the Government to monitor all technical aspects; the AOR shall only assist in agreement administration of the IVAS Prototype Program to the extent expressly delegated such administration authority in writing in the Agreement by the responsible Agreements Officer.

"Contracting Activity" means an element of an agency designated by the agency head and delegated broad authority regarding acquisition functions. It also means elements, or another agency designated by the director of a defense agency which has been delegated contracting authority through its agency charter.

"Date of Completion" is the date on which all work is completed or the date on which the period of performance ends.

"Development" means the systematic use, under whatever name, of scientific and technical knowledge in the design, development, test, or evaluation of an existing or potential new technology, product or service (or of an improvement in an existing technology, product or service) for the purpose of meeting specific performance requirements or objectives. Development includes the research functions of design engineering, prototyping, and engineering testing.

"Effective Date" means the date when this Agreement is signed and executed by the Agreements Officer for the Government after signature by the authorized Microsoft official.

"Government" means the U.S. Government operating through the United States Army Contracting Command – Aberdeen Proving Ground ("ACC-APG").

"Government Fiscal Year" means the period commencing on October 1 and ending September 30 of the following calendar year.

"Other Transactions Agreement (OTA)" is the term commonly used to refer to the 10 USC 2371b authority to enter into transactions other than contracts, grants or cooperative agreements. The Department of Defense (DoD) currently has authority to make awards that are directly relevant to enhancing the mission effectiveness of military personnel and the supporting platforms, systems, components, or materials proposed to be acquired or developed by the Department of Defense, or to improvement of platforms, systems, components, or materials in use by the armed forces. OTAs are acquisition instruments that generally are not subject to the federal laws and regulations governing procurement (FAR based) contracts. As such, they are not required to comply with the Federal Acquisition Regulation (FAR), its supplements (i.e. DFARS) or laws that are limited in applicability to procurement contracts.

"Parties" means the Government and the COMPANY by its authorized agent where collectively identified and "Party" where each entity is individually identified.

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