

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 2			
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda, MD 20892-7511		CODE OLAO/NITAAC		7. ADMINISTERED BY (If other than Item 6) ,		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FLYWHEEL DATA LLC:1323166 3033 WILSON BOULEVARD SUITE 700 ARLINGTON VA 22201				(x)			9A. AMENDMENT OF SOLICITATION NO.	
							9B. DATED (SEE ITEM 11)	
				x			10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201500067W	
							10B. DATED (SEE ITEM 13) 04/14/2015	
CODE		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 Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
x		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Subpart 42.12 Novations and Change-of-Name Agreements						
		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.) DUNS Number: 078881589 The purpose of this modification is to: A. Recognize Flywheel Data LLC, limited liability company duly organized and existing under the laws of Virginia with its principal office in Arlington, VA, as the successor in interest to Avertium Tennessee, Inc., corporation duly organized and existing under the laws of Delaware with its principal office Knoxville, TN. See attached SF 30 and novation agreement as executed by the NASA SEWP. B. Change contractor from: AVERTIUM TENNESSEE, INC. Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print) Robin L. Desmore, Director of Contracts				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GREGORY D. HOLLIDAY				
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 25 Jan 2022		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HHSN316201500067W/P00009	2	2

NAME OF OFFEROR OR CONTRACTOR
 FLYWHEEL DATA LLC:1323166

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS: 966833766 CAGE Code: 1CMU1 1431 Centerpoint Boulevard, Suite 150 Knoxville, TN 37932-3342 To: FLYWHEEL DATA LLC DUNS: 078881589 CAGE Code: 6YBH6 3033 Wilson Boulevard, Suite 700 Arlington, Virginia 22201 All other terms and conditions remain unchanged. Discount Terms: PROMPT PAY Payment: Approved By, DITA-NITAAC Central 2115 East Jefferson St, MSC 8500 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda, MD 20892-8500 Period of Performance: 05/01/2015 to 04/30/2025				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES		
2. AMENDMENT/MODIFICATION NUMBER 31		3. EFFECTIVE DATE See Block 16c		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY NASA/IT PROCUREMENT OFFICE NASA GODDARD SPACE FLIGHT CENTER GREENBELT, MD 20771		CODE TECH		7. ADMINISTERED BY (If other than Item 6)		CODE SEE BLOCK 6	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) FLYWHEEL DATA LLC 3033 Wilson Boulevard, Suite 700 Arlington, Virginia 22201-3868				<input checked="" type="checkbox"/>		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NUMBER NNG15SD90B	
CODE 6YBH6		FACILITY CODE				10B. DATED (SEE ITEM 13) 04/10/2015	

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

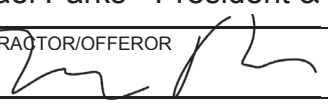

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.12 - Novation and Change-of-Name Agreements
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to incorporate Federal Acquisitions Regulations (FAR) 42.12 Novation Agreement.
See page 2 accordingly,

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.

Michael Parks - President & COO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anne Cary	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED Aug 17 2021	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED Digitally signed by Anne Cary Date: 2021.08.25 08:58:06 -04'00'

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

1. As reflected in Block 8, the Contractor's information is updated as follows:

From:

**AVERTIUM TENNESSEE, INC.
1431 Centerpoint Boulevard, Suite 150
Knoxville, Tennessee 37932-1984**

To:

**FLYWHEEL DATA LLC
3033 Wilson Boulevard, Suite 700
Arlington, Virginia 22201-3868**

2. As reflected in Block 8 CODE field, the Cage Code is updated as follows:

From: Cage Code/ 1CMU1 To: Cage Code/ **6YBH6**

3. The contractor's DUNS number is updated as follows:

From: DUNS/ 966833766 To: DUNS/ **078881589**

4. Socio-economic designations:

Small Business (SB)

5. Novation Agreement is incorporated as attached.

6. All other terms and conditions remain unchanged.

End of Modification 31

NOVATION AGREEMENT

Avertium Tennessee, Inc., a corporation duly organized and existing under the laws of Delaware with its principal office at 1431 Centerpoint Boulevard, Suite 150, Knoxville, TN 37932 (“**Transferor**”); Flywheel Data LLC, a limited liability company duly organized and existing under the laws of Virginia with its principal office at 3033 Wilson Blvd., Suite 700, Arlington, VA 22201 (“**Transferee**”); and the United States of America (the “**Government**”) enter into this novation agreement (this “**Agreement**”) as of October 9, 2020.

(a) The parties agree to the following facts:

(1) The Government, represented by various contracting officers of the National Aeronautics and Space Administration and NIH Information Technology Acquisition and Assessment Center at the National Institutes of Health, has entered into certain contracts with the Transferor, namely the Solutions for Enterprise-Wide Procurement V Contract Number NNG15SD90B, the Solutions for Enterprise-Wide Procurement IV Contract Number NNG07DA21B, and Chief Information Officer Solutions and Partners III Contract Number HHSN316201500067W, respectively. The term “the contracts,” as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications thereto, made between the Government and the Transferor before the effective date of this Agreement.

(2) As of the Effective Date of this Agreement, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing the contracts, by virtue of that certain Business Unit Purchase Agreement dated as of October 9, 2020, by and between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor involved in performing the contracts by virtue of the above transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) assumes under this Agreement, or
- (ii) may undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(iii) 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.

(9) This Agreement may be executed in one or more counterparts, each of which shall, when executed, be deemed an original, and all of which, taken together, shall constitute one and the same agreement.

Each party has executed this Agreement which shall be effective of the day and year first above written.

UNITED STATES OF AMERICA

By: Anne Cary Digitally signed by Anne Cary
Date: 2021.08.16 11:57:16
Name: Anne Cary
Title: NASA SEWP Contracting Officer

TRANSFEROR:

AVERTIUM TENNESSEE, INC.

By: _____
Name: _____
Title: _____
[CORPORATE SEAL]

TRANSFeree:

FLYWHEEL DATA LLC

By: _____
Name: _____
Title: _____
[COMPANY SEAL]

Each party has executed this Agreement which shall be effective of the day and year first above written.

UNITED STATES OF AMERICA

By: _____

Name: _____

Title: _____

TRANSFEROR:

AVERTIUM TENNESSEE, INC.

By: R. Gregory Breetz, Jr.

Name: R. Gregory Breetz, Jr.

Title: CFO

[CORPORATE SEAL]

TRANSFeree:

FLYWHEEL DATA LLC

By: _____

Name: _____

Title: _____

[COMPANY SEAL]

Each party has executed this Agreement which shall be effective of the day and year first above written.

UNITED STATES OF AMERICA

By: _____

Name: _____

Title: _____

TRANSFEROR:

AVERTIUM TENNESSEE, INC.

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

TRANSFeree:

FLYWHEEL DATA LLC

By:  _____

Name: Michael Parks

Title: President and Chief Operating Officer

[COMPANY SEAL]

Certificate

I, Jeffrey Schmidt, certify that I am the CEO of Avertium Tennessee, Inc., and that R. Gregory Breetz, Jr., who signed this Agreement for this corporation, was then CFO 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 this 9 day of Oct, 2020.

By: Jeff Schmidt
Name: Jeffrey Schmidt
Title: CEO

[Corporate Seal]

Certificate

I, Chris Byrne, certify that I am the Chief Executive Officer of Flywheel Data LLC, and that Michael Parks, who signed this Agreement for this company, was then President and Chief Operating Officer of this company, and that this Agreement was duly signed for and on behalf of this company by authority of its governing body and within the scope of its limited liability company powers. Witness my hand this 9th day of October, 2020.

By: Christopher S. Byrne
Name: Chris Byrne
Title: Chief Executive Officer

[Company Seal]