

2. AMENDMENT/MODIFICATION NO. 004 3. EFFECTIVE DATE SEE 16C 4. REQUISITION/PURCHASE REQ. NO. NMS-04-013 3% PROJECT NO. (If applicable) RES-02-068, 3/11&5/25

6. ISSUED BY CODE 3100 U.S. Nuclear Regulatory Commission Division of Contracts MailStop: T-7-I-2 Contract Management Center 1 Washington, DC 20555-0001 7. ADMINISTERED BY (If other than Item 6) CODE 3100 U.S. Nuclear Regulatory Commission Div of Contracts/CMC#1 Two White Flint North - MS T-7-I-2 Washington, DC 20555-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FLUENT, Incorporated ATTN.: Amish Thaker, Ph. D. 10 Cavendish Court Centerra Resource Park Lebanon, New Hampshire 03766-1442 CODE DONS785896093 FACILITY CODE 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-04-02-068 10B. DATED (SEE ITEM 13) 09-18-2002 X

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 of 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) RES: 46015110160;Y6632;252A; RES-C04-390 and RES-C04-423 RES Obligation: \$86,381 SEE #14 FOR NMSS ACCT&APPROP

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

(X) 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) Bilateral-C.4 52.216-21 Requirements and C.5 52.217-7 Opt. for Increased Quantity&Mutual Agreement Between the Parties X

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) CONTINUATION OF BLOCK 12 FOR NMSS RPPA NMS-04-013 DTD 3/23/04 NMSS: 4-5015-308-160; J5177; 3142; FFS: 5004R089; Obligate: \$35,019.00 SEE ATTACHED PAGES 2 AND 3 FOR DESCRIPTION OF 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) Peter L. Christie, Chief Financial Officer 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 7/26/04 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donald A. King Contracting Officer 16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 16C. DATE SIGNED 7/22/04

The purpose of this modification is to:

(1) modify Section B.1, "Schedule of Supplies or Services And Price/Costs" for Option Period Two by:

- (a) increasing the Estimated Quantity under CLIN 0011 from "5" to "6;"
- (b) decreasing the Estimated Quantity under CLIN 0012 from "20" to "18;"
- (c) adding CLIN 0012(a) for the purchase of "2" Serial Process Perpetual Licenses;
- (d) adding CLIN 0012(b) for the purchase of "5" Parallel Processes Perpetual Licenses;
- (e) exercising the Optional Purchase under CLIN 0013 and reducing the Estimated Quantity from "4" to "2;"
- (f) exercising the Optional Purchase under CLIN 0014 and reducing the Estimated Quantity from "20" to "6;"
- (g) increasing the Total Estimated Price for Option Period Two by \$69,116.00, from \$109,434.00, to \$178,550.00, thereby increasing the Total Estimated Price for Option Periods One through Four from \$606,696.00 to \$675,812.00.

(2) modify Section B.2, "Consideration and Obligation correcting the total ceiling amount stated in Modification No. 3 from \$333,198.00 to \$371,121.00. Based on this correction, this modification increases the ceiling amount of the contract by \$69,116.00, from \$371,121.00 to \$440,237.00, and increases the obligated amount by \$121,400.00 from \$262,764.00 to \$384,164.00. Accordingly, the contract is modified as follows:

(1) Under Section B.1, the Schedule for Option Period Two (December 15, 2003, through December 14, 2004) is deleted entirely and replaced with the following:

"III. OPTION PERIOD TWO (DECEMBER 15, 2003, THROUGH DECEMBER 14, 2004)

CLIN	Categories FLUENT Software	*Est.		Total
		Est. Qty.	Fixed Price	
0011	Maintain Serial Process Perpetual			\$30,168
0012	Maintain Parallel Processes Perpetual			\$26,982
0012(a)	Serial Process Perpetual License			\$68,730**
0012(b)	Parallel Processes Perpetual License			\$22,500
0013	Serial Process Annual Lease			\$21,170
0014	Parallel Process Annual Lease			\$ 9,000
TOTAL ESTIMATED PRICE FOR OPTION PERIOD TWO:				\$178,550"

*NOTE: THE ESTIMATED FIXED PRICE THAT IS SHOWN REPRESENTS A DISCOUNT THAT IS GIVEN BASED ON ACTUAL QUANTITY, HOWEVER, IF THE QUANTITY DECREASES, THE ESTIMATED FIXED PRICE WILL INCREASE.

**\$68,730.00 represents \$33,711.00 for the Office of Nuclear Regulatory Research and \$35,019.00 for the Office of Nuclear Material Safety and Safeguards.

- (2) **Section B.2, CONSIDERATION AND OBLIGATION** is deleted entirely and replaced with the following:

"B.2 Consideration and Obligation--Delivery Orders

(a) The total estimated amount of the contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$440,237.00. The Contracting Officer may unilaterally increase this amount, as necessary, for orders to be placed with the Contractor during the contract period, provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$384,164.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk."

All other terms and conditions of this contract remain unchanged.

A summary of obligations for this contract, from the award date through the date of this action, is given below:

Total FY02 obligation amount:	\$111,907.00
Total FY03 obligation amount:	\$111,857.00
Total FY04 obligation amount - RES	\$125,381.00
Total FY04 obligation amount - NMSS	\$ 35,019.00
Total NRC obligations:	\$384,164.00

This modification obligates FY04 funds in the amount of \$121,400.00. The amount obligated by RES is \$86,381.00 and the amount obligated by NMSS is \$35,019.00.