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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. 000025 | 3. EFFECTIVE DATE 03/23/2009 | 4. REQUISITION/PURCHASE REQ. NO. See Schedule | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY NASA/Marshall Space Flight Center Procurement Office Marshall Space Flight Center AL 35812 | CODE MSFC | 7. ADMINISTERED BY (If other than Item 6) Erica D. Sykes 256-544-7957 erica.d.sykes@nasa.gov | CODE MSFC |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) DIGITAL FUSION SOLUTION INC Attn: Steve Brown 4940 CORP DR NW STE A HUNTSVILLE AL 35805-6226 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| CODE | | FACILITY CODE | 9B. DATED (SEE ITEM 11) |
| | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB31C NNM06AB27T | |
| | | 10B. DATED (SEE ITEM 13) 09/25/2006 | |

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) Net Increase: \$125,501.00
 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 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: FAR 43.103(b); "Limitation of Funds" clause |
| | D. OTHER (Specify type of modification and authority) |

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.)

1. The purpose of this modification is to increase the total funding allotted to this task order by \$125,501.00 (from \$3,656,999.00 to \$3,782,500.00) and extend the funded through date to June 5, 2009, pursuant to the "Limitation of Funds" clause. In addition, it is to revise the table set forth in Attachment B, Accounting and Appropriation Data, to add the procurement request numbers 4200282806, 4200286370, 4200285540, the accounting data associated with each.

2. The following paragraph(s) has/have been modified. Slip-sheets to the contract are provided with sidebars indication change.

(1) Clause 12 paragraph (a), Limitation of Funds, page 4 of 6
 Continued ...

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.

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|---|------------------|---|--------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rhoney Triplett Jr. | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 16C. DATE SIGNED 03/23/2009 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM05AB31C/NNM06AB27T/000025

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NAME OF OFFEROR OR CONTRACTOR
DIGITAL FUSION SOLUTION INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>(2) Clause 12 paragraph (c) (1), Limitation of Funds, page 5 of 6</p> <p>(3) Accounting and Appropriation Data, B-2</p> <p>3. Except as provided herein, all terms and conditions of this contract remain unchanged and in full force and effect.</p> | | | | |

| | TOTAL CONTRACT VALUE | TOTAL FUNDING OBLIGATED |
|-------------------|----------------------|-------------------------|
| PREVIOUS | \$3,826,850.00 | \$ 3,656,999.00 |
| THIS MODIFICATION | <u>\$ 0.00</u> | <u>\$ 125,501.00</u> |
| NEW TOTAL | \$3,826,850.00 | \$ 3,782,500.00 |

**Accounting and Appropriation Data
NNM06AB27T**

LABOR

| PR NUMBER | Fund | WBS | Cost Center | Internal Order | Fund Center | Amount |
|--------------|------------|--------------------|-------------|----------------|-------------|---------------------|
| 4200282806 | CASX22009D | 736466.01.09.08.01 | 62AS01 | FC000000 | 62 | \$40,000.00 |
| 4200286370 | CASX22009D | 736466.01.09.08.01 | 62AS01 | FC000000 | 62 | \$48,000.00 |
| 4200285540 | CASX22009D | 736466.01.08.08.04 | 62CS01 | FC000000 | 62 | \$37,501.00 |
| TOTAL | | | | | | \$125,501.00 |

| | | | |
|--|--|--------------------|-----------|
| | | August 17, 2007 | \$36,456 |
| | | August 31, 2007 | \$36,456 |
| | | September 14, 2007 | \$36,456 |
| | | September 28, 2007 | \$36,461 |
| | | Total Billing | \$947,861 |

d. Contractor invoices shall be submitted in triplicate in accordance with Clause G.2, Consideration and Payment, of the basic order.

8. SPECIAL ORDER REQUIREMENTS

This Task Order shall be performed in accordance with the special order requirements clauses in Section H of the basic order.

9. ORDER CLAUSES

This Task Order shall be performed in accordance with the order clauses in Section I of the basic order.

10. OTHER TERMS AND CONDITIONS

All other terms and conditions as contained in the basic order, NNM05AB31C, are applicable to this Task Order.

11. ORDER OF PRECEDENCE

Should a conflict arise between the terms and conditions as shown in this Task Order and the terms and conditions of the basic order, NNM05AB31C, the basic order shall prevail.

12. 1852.232-77. LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (MAR 1989)

(a) Of the total price for effort provided under this Task Order, the sum of **\$3,782,500.00** is presently available for payment and allotted to this Task Order. The current sum allotted fully funds this Task Order through **June 5, 2009**.

(b) The Contractor agrees to perform or have performed the effort specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed through **June 5, 2009**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.