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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 4 |
| 2. AMENDMENT/MODIFICATION NO. 02 | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ. NO. N/A | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812 | | 7. ADMINISTERED BY (If other than Item 6) MSFC Admin: Julie Shaddock, PS32 256-544-5435 julie.a.shaddock@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Digital Fusion Solutions, Inc. 5030 Bradford Drive, Suite 210 Huntsville, AL 35805-1923 | | (✓) | 9A. AMENDMENT OF SOLICITATION NO. |
| CODE 138205 CAGE CODE 1L4P0 | | | 9B. DATED (SEE ITEM 11) |
| | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. NNM06AB34T |
| | | | 10B. DATED (SEE ITEM 13) October 1, 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)
N/A

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) AND AS MUTUALLY AGREED BY THE PARTIES. |
| ✓ | THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Changes Clause of GSA FSS LOGWORLD Contract GS-10F-0399R and mutual agreement of the parties. |
| | OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

| | TOTAL CONTRACT VALUE | TOTAL FUNDING OBLIGATED |
|-------------------|----------------------|-------------------------|
| PREVIOUS | \$1,233,386 | \$759,839 |
| THIS MODIFICATION | (\$184,883) | -0- |
| TOTAL | \$1,048,503 | \$759,839 |

| | | | |
|-------------------------------------------------------------------------|------------------|-----------------------------------------------------------------------------------------------------------|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marty B. Hanson, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer) | 16C. DATE SIGNED |

The purpose of this modification is: to implement negotiated equitable contract adjustments associated with reducing the support the contract is required to provide under sections 3.1.1 and 3.1.5 of the Performance Work Statement (PWS).

A. Accordingly, the firm fixed price of this task order is hereby decreased by \$184,883 from 1,233,386 to \$1,048,503) and the payment schedule set forth in Clause 7, Payment and Consideration is hereby revised to read as shown below to reflect reductions in the amounts for biweekly payments and total billing, consistent with this decrease in the firm fixed price of this task order.

Specific changes are shown by a change bar in the right margin.

B. In order to implement these changes into this task order, the following pages are deleted and/or substituted/added as indicated below:

| Pages Deleted | Pages Substituted/Added |
|----------------------|--------------------------------|
| 4 | 4 |
| A-1 to A-4 | A-1 to A-4 |

C. All other terms and conditions remain the same.

Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the contract change(s) and/or contractor proposal(s) listed below, the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s), and for such additional obligations as may be required by this modification.

Contract
Change Identification

Modification No. 2 to Contract
NNM06AB34T

Contractor
Proposal Number

DFSI proposal dated February 16, 2007

6. TECHNICAL DIRECTION

Performance of the work under this Task Order is subject to the written technical direction of the Contracting Officer’s Technical Representative (COTR), as set forth in Clause G.1, Technical Direction, of the basic order.

7. CONSIDERATION AND PAYMENT

a. The Contractor shall be paid upon the satisfactory completion of the work called for in this Task Order and submission of properly certified invoices as detailed in Clause G.2, Consideration and Payment, of the basic order.

b. The Contractor shall be paid biweekly for the work called for in this Task Order at the rates specified for the applicable period as set forth in Attachment J-4, Corporate Rate Structure, to the basic order, and as set forth in the payment schedule shown below.

c. Accounting classifications and funding resources are as shown in Attachment B hereto.

d. Travel is cost reimbursable and will be invoiced separately from the labor shown in the payment schedule below. Of the total price for effort provided under this Task Order, **\$60,000** is included for travel.

NNM06AB34T Payment Schedule

| Payment Type | Frequency | Date | Amount |
|---------------|-----------|------------|-----------------|
| Status Report | Bi-Weekly | 10/13/2006 | \$45,130 |
| | | 10/27/2006 | \$45,130 |
| | | 11/9/2006 | \$45,130 |
| | | 11/24/2006 | \$45,130 |
| | | 12/8/2006 | \$45,130 |
| | | 12/22/2006 | \$45,130 |
| | | 1/5/2007 | \$45,130 |
| | | 1/19/2007 | \$45,130 |
| | | 2/2/2007 | \$45,130 |
| | | 2/16/2007 | \$45,130 |
| | | 3/2/2007 | \$37,326 |
| | | 3/16/2007 | \$37,326 |
| | | 3/30/2007 | \$37,326 |
| | | 4/13/2007 | \$37,326 |
| | | 4/27/2007 | \$37,326 |
| | | 5/11/2007 | \$37,326 |
| | | 5/25/2007 | \$37,326 |
| | | 6/8/2007 | \$37,326 |
| | | 6/22/2007 | \$37,326 |

| | | | |
|--|--|---------------|--------------------|
| | | 7/6/2007 | \$37,326 |
| | | 7/20/2007 | \$37,326 |
| | | 8/3/2007 | \$36,326 |
| | | 8/17/2007 | \$37,326 |
| | | 8/31/2007 | \$37,326 |
| | | 9/14/2007 | \$37,326 |
| | | 9/28/2007 | \$37,313 |
| | | Total Billing | \$1,048,503 |

e. 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 total sum of **\$759,849** is presently available for payment and allotted to this Task Order. Of that sum, **\$744,849** is available for labor and **\$15,000** for travel. The current sum allotted fully funds this Task Order through **April 27, 2007**.

(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