

2 AMENDMENT/MODIFICATION NO 3 EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ NO 5 PROJECT NO (if applicable)  
 000035 See Block 16C See Schedule

6 ISSUED BY CODE MSFC 7 ADMINISTERED BY (if other than item 6) CODE MSFC  
 NASA/Marshall Space Flight Center Procurement Office  
 Marshall Space Flight Center AL 35812  
 NASA/Marshall Space Flight Center  
 Audrey McMillan  
 Procurement Office/PS33  
 Marshall Space Flight Center AL 35812

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
 WILL TECHNOLOGY INC  
 Attn: Crystal Shell  
 1570 The Boardwalk  
 HUNTSVILLE AL 35816-0000

(X) 9A AMENDMENT OF SOLICITATION NO  
 9B DATED (SEE ITEM 11)  
 X 10A MODIFICATION OF CONTRACT/ORDER NO  
 NNM07AA77C  
 10B DATED (SEE ITEM 13)  
 03/20/2007

CODE 1RCM0 FACILITY CODE

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: \$567,308.00  
 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)  
 C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X Contract Clause B.6 Contract Funding (NFS 1852.232-81)

E. IMPORTANT: Contractor X 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 purposes of this modification are to provide:  
 (a) Incremental funding in the amount of \$567,308.00, from \$15,457,310.42 to \$16,024,618.42.  
 (b) Revise the anticipated funded through date to January 31, 2010.

2. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes.

Clause B.6 Contract Funding (NFS 1852.232-81)  
 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.

15A. NAME AND TITLE OF SIGNER (Type or print) 15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Sherry K Fenn  
 15B CONTRACTOR/OFFEROR 15C. DATE SIGNED 15B UNITED STATES OF AMERICA 15C DATE SIGNED  
 Signature of person with sized to sign Signature of Contracting Officer 1-28-10

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM07AA77C/000035

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NAME OF OFFEROR OR CONTRACTOR  
WILL TECHNOLOGY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES:</p> <p>Obligated Amount for this Modification: \$567,308.00</p> <p>New Total Obligated Amount for this Award: \$16,024,618.42</p> <p>Incremental Funded Amount changed: from \$15,457,310.42 to \$16,024,618.42</p> <p>Incrementally Funded through date changed to 01/31/2010</p> <p>ACCOUNTING AND APPROPRIATION DATA:</p> <p>PR # 4200326151 Account code: 62HS40/6100.2511/62/FC000000/736466.02.05.08/000/2 510/62/CASX22010D/361M/1/2 Cost Center 62HS40 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$100,000.00</p> <p>PR # 4200326151 Account code: 62HS10/6100.2511/62/FC000000/736466.02.05.08/000/2 510/62/CASX22010D/361N/2/3 Cost Center 62HS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$250,000.00</p> <p>PR # 4200325670 Account code: 62HS10/6100.2511/62/FC000000/672854.01.02.01/009/2 510/62/EXCX22010D/538A/1/2 Cost Center 62HS10 GI Account 6100.2511 Order FC000000 Quantity: 0 Amount: \$147,308.00</p> <p>PR # 4200326433 Account code: 62HS50/6100.2511/62/FC000000/736466.01.02.08.05/00 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNM07AA77C/000035

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NAME OF OFFEROR OR CONTRACTOR  
WILL TECHNOLOGY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	0/2510/62/CASX22010D/361N/1/2 Cost Center 62HS50 GI Account 6100.2511 Order PC000C00 Quantity: 0 Amount: \$70,000.00				

evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and the Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and the provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

**B.6 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allocated by the Government to this contract is **\$15,117,561.27**. This allotment is for the Centerwide Office of Human Capital Support Services effort described in Attachment J-1, Performance Work Statement, and covers the following estimated period of performance: April 1, 2007 – March 31, 2010.

(b) An additional amount of **\$907,057.15** is obligated under this contract for payment of fee.

	PREVIOUS	THIS ACTION	TOTAL
Mission & IDIQ Estimated Cost	\$14,582,365.04	\$535,196.23	\$15,117,561.27
Provisional Performance Incentive Fee	\$656,208.79	\$24,083.83	\$680,292.62
Provisional Cost Incentive Fee	\$218,736.59	\$8,027.94	\$226,764.53
Total Sum Allotted	\$15,457,310.42	\$567,308.00	\$16,024,618.42