

2 AMENDMENT/MODIFICATION NO. 000038 | 3 EFFECTIVE DATE See Block 16C | 4 REQUISITION/PURCHASE REQ. NO. See Schedule | 5 PROJECT NO. (if applicable)

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

9A. AMENDMENT OF SOLICITATION NO. (X)

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. NNMCTAA77C

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)
 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 ~~FAR Clauses 52.217-9 Option to Extend the Term of the Contract (Max 2000)~~ FAR 52.243-2 CR Change

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 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:
- (a) decrease PWS 3.0 support by (b)(4) amount of (b)(4) for Option II, from April 1, 2009 through March 31, 2010;
 - (b) decrease PWS 3.0 support by (b)(4) of (b)(4) for Option III, from April 1, 2010 through March 31, 2011;
 - (c) increase PWS 3.0 support by (b)(4) amount of (b)(4) for Option IV, from April 1, 2011 through March 31, 2012; and

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) (b)(4) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sherry K Fenn

(b)(4) | 15C. DATE SIGNED 3-24-10 | 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 16C. DATE SIGNED 3-24-10

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNM07AA77C/000038

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
WILL TECHNOLOGY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(d) calculation corrections were made to Table B-1 to the total potential value in the amount of \$1,028 for Option II, \$1,100 for Option III, and \$1,130 for Option IV; thereby the net result of (a), (b), (c), and (d), the total contract value is increased by \$3,357 (from \$35,333,207 to \$35,336,464).</p> <p>2. The following paragraph has changed. Slip sheets are provided with sidebars indicating changes.</p> <p>Clause B.4, Table B-1, Estimated Cost and Incentive Fees</p> <p>3. Contractor's Statement of Release</p> <p>In consideration of the modification agreed to herein as completed equitable adjustment for all claims arising out of or attributable to the issuance of the contract changes and/or contractor proposal 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 and/or contractor proposal, and for such additional obligations as may be required by this modification.</p> <p>Contract Change Identification: Modification No. 38 to Contract NNM07AA77C. Contractor Proposal Number: WTI-030810.</p> <p>4. All of the terms and conditions remain unchanged. Delivery Location Code: MSFC NASA/Marshall Space Flight Center Marshall Space Flight Center AL 35812</p>				

Contract NNM07AA77C
Modification 38

TABLE B-1, ESTIMATED COST AND INCENTIVE FEES (IF)

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	COST IF EARNED	PERFORMANCE IF EARNED	POTENTIAL TOTAL VALUE
1.	Mission Services, Base Year (BY)	4-01-07 through 3-31-08	\$5,140,997	\$4,065,997	\$60,543	\$90,814	\$181,630	\$80,965	\$178,395	\$5,383,170
1.a. (See Table B-3)	IDIQ Summation of Task Order Values BY	4-01-07 through 3-31-08	\$275,257	\$255,257	\$4,129	\$6,195	\$12,386	\$6,195	\$11,199	\$291,772
2.	Option I, Mission Services	4-01-08 through 3-31-09	\$4,541,721	\$4,266,721	\$63,774	\$95,660	\$191,319	\$95,660	\$183,085	\$4,796,814
2.a. (See Table B-3)	IDIQ Summation of Task Order Values Option I	4-01-08 through 3-31-09	\$986,058	\$986,058	\$14,791	\$22,186	\$44,374	\$22,186	\$42,312	\$1,045,223
3.	Option II, Mission Services	4-01-09 through 3-31-10	\$4,472,266	\$4,172,266	\$62,584	\$93,876	\$187,752	TBD	TBD	\$4,722,602
3.a. (See Table B-3)	IDIQ Summation of Task Order Values Option II	4-01-09 through 3-31-10	\$594,584	\$594,584	\$8,919	\$13,378	\$26,756	TBD	TBD	\$630,259

(d) If the Government exercises any of its Options pursuant to the terms of the contract, the estimated costs and fees for each Mission Services CLIN shall be as set forth in Table B-2 below.

TABLE B-2, MISSION SERVICES & IDIQ SUMMATION – OPTION VALUES

CLIN	DESCRIPTION	PERIOD COVERED	ESTIMATED COST	TARGET COST	TARGET COST IF	MAXIMUM COST IF	MAXIMUM PERFORMANCE IF	COST IF EARNED	PERFORMANCE IF EARNED	POTENTIAL TOTAL VALUE
4	Option III, Mission Services	4/1/2010 through 03/31/2011	\$4,634,792	\$4,309,792	\$64,647	\$96,970	\$193,941	TBD	TBD	\$4,893,380
4.a. (See Table B-3)	IDIQ Summation of Task Order Values Option III	4/1/2010 through 03/31/2011	\$567,134	\$567,134	\$8,507	\$12,761	\$25,521	TBD	TBD	\$601,162
5	Option IV, Mission Services	4/1/2011 through 03/31/2012	\$5,246,697	\$4,896,697	\$73,450	\$110,176	\$220,351	TBD	TBD	\$5,540,499
5.a. (See Table B-3)	IDIQ Summation of Task Order Values Option IV	4/1/2011 through 03/31/2012	\$586,936	\$386,936	\$8,804	\$13,206	\$26,412	TBD	TBD	\$622,152

(End-of-Clause)

Contract NNM07AA77C
Modification 38

(2) For the Mission Services CLINs, the target cost for the purposes of determining the cost incentive fee earned and paid in accordance with this Clause and Clause B.5, Incentive Fee, shall be the total estimated cost less the estimated direct cost for purchased training/materials, and travel (PWS 3.3.1, 3.4.1 and 6.4.1) (see Table B-4 below). Purchase of training, materials, and travel is at the discretion and direction of the Government. The target cost for the IDIQ CLINs shall be the summation of the target costs of the current task orders.

Table B-4, TARGET COST

CLIN	ESTIMATED COST	LESS ESTIMATED COST PWS 3.3.1, 3.4.1, and 6.4.1	TARGET COST
1	\$5,140,997	\$1,075,000	\$4,065,997
2	\$4,541,721	\$ 275,000	\$4,266,721
3	\$4,472,266	\$300,000	\$4,172,266
4	\$4,634,792	\$325,000	\$4,309,792
5	\$5,246,697	\$350,000	\$4,896,697

(3) For the Mission Services CLINs, the actual allowable costs for determining cost incentive fee earned and payment in accordance with Clause B.5, Incentive Fee, shall be reduced by the actual direct costs for PWS 3.3.1, 3.4.1, and 6.4.1.

(4) Clause B.5 is only applicable to the cost incentive fee pool of the contract and not the performance incentive fee pool. The supplemental definitions of target cost and actual cost provided in this Clause are in addition to and take precedence over the definitions provided in Clause B.5. (See paragraph (e) (5) of Clause B.5.)

(5) The share ratio for target cost underruns is 90/10 (Government/Contractor). The share ratio for target cost overruns is 70/30 (Government/Contractor).

(6) The Contractor must earn at least 85 percent of the performance incentive fee for a CLIN to earn any cost incentive fee above the target cost incentive fee (for underruns) for that CLIN.

(7) The cost incentive fee will be evaluated at the end of each contract year.

(c) Performance Incentive Fee:

(1) The Contractor may earn performance incentive fee from a minimum of zero dollars to the maximum stated in Clause B.2 of this contract.

(2) The Contractor's performance will be evaluated on a semi-annual basis as described in Attachments J-4 and J-5 of this contract. Semi-annual performance scores earned will be averaged to determine an annual amount of performance incentive fee earned for each CLIN. Performance incentive fee for a CLIN that is not earned cannot be reallocated to future evaluation periods.

(3) The Government will advise the Contractor in writing of the performance evaluation results and the amount of performance incentive fee earned which will be incorporated in the contract by unilateral modification.