

2. AMENDMENT/MODIFICATION NO 000052  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ NO See Block 14  
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE MSFC  
 NASA/Marshall Space Flight Center  
 Procurement Office  
 Marshall Space Flight Center AL 35812  
 7. ADMINISTERED BY (if other than item 6) CODE MSFC  
 NASA/Marshall Space Flight Center  
 Jane L. Thomas  
 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)  
 10A. MODIFICATION OF CONTRACT/ORDER NO (x)  
 NNMO7AA77C  
 10B. DATED (SEE ITEM 13)  
 03/20/2007  
 CODE IRCMO 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 Net Increase: \$154,538.00

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 Contract Funding (NFS 1852.232-81) (JUNE 1990)
	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 provide:  
 (a) Incremental funding in the amount of \$154,538 via PR #4200367820 (\$54,538), PR #4200368062 (\$30,000), and PR #4200368285 (\$70,000). Pursuant to FAR Clause 52.232-22, Limitation of Funds, the Total Funds Allotted is changed from \$19,668,423.42 to \$19,822,961.42. The anticipated funded thru date is December 16, 2010.

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

\*B.6 CONTRACT FUNDING (1852.232-81) (JUNE 1990)  
 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)  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Sherry K Fern  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED  
 12-14-10  
 (Signature of person authorized to sign)  
 (Signature of Contracting Officer)

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.            Delivery Location Code: MSFC            NASA/Marshall Space Flight Center            Marshall Space Flight Center AI 35812</p> <p>FOB: Destination</p>				

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 **\$18,700,842.49**. 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 – December 16, 2010.

(b) An additional amount of **\$1,122,053.03** is obligated under this contract for payment of fee.

	Previous	This Action	Total
Mission & IDIQ Estimated Cost	\$18,555,113.16	\$145,729.33	\$18,700,842.49
Provisional Performance incentive Fee	\$834,982.44	\$6,557.82	\$841,540.26
Provisional Cost Incentive Fee	\$278,327.82	\$2,184.95	\$280,512.77
Total Sum Allotted	<b>\$19,668,423.42</b>	<b>\$154,538.00</b>	<b>\$19,822,961.42</b>