

OEwaves, Inc.

Supplemental Terms and Conditions Applicable to Purchase Orders

Issued Under U.S. Government Contracts (Cost Plus Fixed Fee) (Revised: November 1, 2007)

29. "OEwaves Inc. Terms and Conditions of Purchase" is modified as follows:

a. Article 4. "**Termination for Convenience**" is deleted in its entirety, and FAR 52.249-6, "**Termination (Cost-Reimbursement)(May 2004)**" is incorporated by reference as though fully set forth herein, except that the term "contract" therein shall mean this Purchase Order, the term "Contracting Officer" therein shall mean "Buyer", the term "Government" therein shall mean "Buyer", except that in paragraph (f) "1 year" is changed to "6 months", in paragraph (d) "120 days" is changed to "60 days", and paragraph (j) is deleted.

b. Article 5. "**Termination for Default**" is deleted in its entirety.

c. Article 7. "**Disputes**" is modified by adding, at the end of paragraph (b), the following: "Any provision or clause in this Purchase Order that is (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR) or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, Boards of Contracts Appeals, and quasi-judicial agencies of the Federal Government. Any provision in the FAR clauses specified in this Purchase Order referring to a "Disputes Clause", or which provide that a failure to agree shall be a dispute within the meaning of the FAR clause entitled "Disputes," shall not apply and shall be of no force or effect. All references therein to "Disputes" shall mean the Disputes clause of this Purchase Order."

d. Article 15. "**Changes**" is modified by deleting the second sentence of paragraph (a) therein and substituting: "If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Work under the Purchase Order, or otherwise affects any other provision of the Purchase Order, an equitable adjustment shall be negotiated promptly and made to the (1) estimated cost or delivery schedule, or both, (2) amount of any fixed fee, and (3) other provisions of the Purchase Order as may be so affected. The Purchase Order shall be modified in writing accordingly."

d. Article 25. "**Gratuities/Kickbacks**" is modified by adding the following paragraph at the end of the clause: "By accepting this Contract, Seller certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by reference as though fully set forth herein."

30. Add the following clauses:

a. **Applicable Laws.** Seller agrees to comply with all applicable laws, orders, rules, regulations, and ordinances. If the Government reduces Buyer's contract, or if a fine or penalty is assessed by a government agency, as a result of any violation of Public Law or federal, state, or local regulation by Seller or Seller's subcontractors or lower-tier subcontractors, Buyer may reduce the amount of this Contract by the same amount. If Buyer has already paid Seller, Seller shall, upon demand from Buyer, promptly repay to Buyer the amount of the offset. Exercise of Buyer's right under this clause shall not be a waiver of any rights Buyer has under any other clause or provision of this Contract.

b. **Contract Direction.** Buyer, through its Contracts Department, shall be solely responsible for all liaison and coordination with the Buyer's customer, including the U.S. Government, as it affects the applicable prime contract, this contract, and any related contract.

c. **Documentation.** Unless otherwise directed in writing by the Buyer's Authorized Representative, all documentation requiring submittal to, or action by, the Government or the Contracting Officer shall be routed to, or through, the Buyer's Authorized Representative.

d. **Priority Rating.** When a priority designation appears on the Purchase Order, the order is a "rated order" certified for national defense use, and the Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

e. **Payment.**

(1) For the performance of the Purchase Order to which this Supplement applies, Buyer shall pay to Seller:

(a) The cost thereof determined by Buyer or the Government to be allowable (hereinafter referred to as "allowable cost") in accordance with

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the applicable Purchase Order and Subpart 31.1 of the Federal Acquisition Regulation (FAR) in effect on the date of such Purchase Order; and

(b) Such fixed fee, if any, as may be provided for in such Purchase Order.

(2) Payment of the fixed fee, if any, shall be made to Seller as specified by the applicable Purchase Order provided, that after payment of eighty-five percent (85%) of the fixed fee, Buyer may withhold further payment until a reserve is set aside in an amount that shall not exceed fifteen percent (15%) of the total fixed fee.

f. Invoicing.

(1) Buyer shall make payments to Seller when requested as work progresses, but not more often than monthly, in amounts approved by Buyer upon submittal by Seller to Buyer of a proper invoice, in such form and reasonable detail as Buyer may require, and supported by a statement of the claimed allowable costs for performing such Purchase Order. Such payment shall be made promptly, except as otherwise provided in the Purchase Order, subject to the Audit paragraph below.

(2) The original and two (2) copies of each invoice covering allowable costs and fixed fee, bearing the following certification and certified by an officer or other responsible official of Seller authorized by it to certify such statements, shall be submitted to Buyer for approval.

"I certify that the above statement has been prepared from the books and records of the above named Supplier in accordance with the Purchase Order and to the best of my knowledge and belief, is correct, and that all the costs are allocable and properly chargeable to the Purchase Order."

g. Reimbursing Costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (2) below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions, the term "costs" includes only:

(a) Those recorded costs that, at the time of the request for reimbursement, Seller has paid by cash, check, or other form of actual payment for items or services purchased directly for the Purchase Order;

(b) When Seller is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for (A) materials issued from Seller's inventory

and placed in the production process for use on the Purchase Order, (B) direct labor, (C) direct travel, (D) other direct in-house costs, and (E) properly allocable and allowable indirect costs, as shown in the records maintained by Seller for purposes of obtaining reimbursement under Government contracts, and

(c) The amount of progress payments that have been paid to Seller's subcontractors under similar cost standards.

(2) Seller's contributions to any pension or other post retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes: Provided, that Seller pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until Seller actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until Seller actually makes the payment.

(3) Costs incurred by Seller by reason of its use and occupancy of facilities furnished pursuant to facilities contracts authorized for use in connection with Purchase Orders to which this Supplement applies insofar as they are allocable to the performance of such Purchase Orders shall be allowable costs except to the extent that Seller is reimbursed for such costs under other contracts or to the extent that provision is made apart from applicable Purchase Orders or other contracts for the payment of such costs by the Government or otherwise than by Seller, and except to the extent that such costs are included in Seller's overhead.

(4) Appropriate credit shall be given to Buyer for disposal of scrap and salvage and any surplus parts or material. Such credit may be applied to Seller's overhead, to the extent Seller's recoverable scrap program is approved by the Contracting Officer. Buyer shall not be charged for excessive procurement of material and parts.

(5) There shall be included as allowable indirect costs such overhead rates as may be established of Seller and the cognizant Government Agency in accordance with the principles of the Federal Acquisition Regulation and applicable FAR Supplement. Pending establishment of final overhead rates for any period, Seller shall be reimbursed at billing rates approved by the cognizant Government Agency, which billing rates may be revised from time to time subject to such approval and subject to appropriate adjustment when the final rates for that period are established.

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(6) The restriction on payment more frequently than monthly and the requirement of prior payment for items or services purchased directly for the Purchase Order shall not apply where Seller is a small business concern.

(7) Pending definitization, payments made under letter contracts shall be in accordance with FAR 52.216-26, Payments of Allowable Costs Before Definitization.

(8) Any statements in specifications or other documents incorporated in Purchase Orders to which this Supplement applies by reference designating performance of services or furnishing of materials at Seller's expense or at no cost to Buyer shall be disregarded for purposes of cost-reimbursement under this Article.

h. Disallowance.

(1) Notwithstanding final payment under Purchase Orders to which this Supplement applies, if any amount actually paid by Buyer to Seller is disallowed to Buyer by Government Auditors, the cognizant Contracting Officer or by the General Accounting Officer, as an item of cost under the prime contract, or if Buyer is required because of any action of the Government to refund or credit to the Government any amount with respect to an item of cost for which it has reimbursed Seller, including any amounts offset pursuant to FAR 52.203-7 or the Anti-Kickback Act (41 USC 5(A-58)), Seller shall, on demand made by Buyer after such disallowance or after Buyer shall have made such refund or given such credit, promptly repay to Buyer the amount which Buyer has paid to Seller with respect to any such item or items; provided, however, that to the extent such disallowance or such refund or credit is the result of the performance by Seller of work authorized by Buyer but not authorized by the prime contract, Seller shall not be required to repay Buyer the amount which Buyer has paid to Seller with respect to the performance of such work. In the event Buyer shall recover any amount so disallowed or so refunded or credited by it to the Government with respect to any such item or items, Buyer shall pay the amount of such recovery to Seller if the same shall not theretofore have been repaid to Seller.

(2) In the event that any department, agency or representative of the Government disallows any cost granted under Purchase Orders to which this Supplement applies, and in Buyer's opinion it appears that such disallowance is inequitable and that such cost should be considered allowable, then Buyer agrees to negotiate with such department, agency or representative of the Government to obtain the

reinstatement of such costs as allowable under the terms of the applicable Purchase Orders.

i. Audits. At any time or times before final payment, Buyer or the Contracting Officer may have Seller's invoices and statements of cost audited. Any payment may be (1) reduced by amounts found by Buyer or the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

j. Management Reporting.

(1) Seller shall provide monthly (unless otherwise specified by the applicable Purchase Order) status reports in a form acceptable to Buyer (as set forth in the Statement of Work (SOW) or as otherwise set forth by the Purchase Order). These reports shall indicate progress in terms of planned versus actual accomplishment of specific work tasks and shall be in sufficient depth to highlight variances from the program plan (in technical, quality, schedule, cost, etc. aspects) at the earliest possible date. This requirement is not intended to duplicate any tasks required under the SOW.

(2) Each report shall also include an analysis of all significant variances which shall include the effect of the variance on other program work elements and Seller's proposed plan for recovery to achieve an on-schedule status, submitted and signed by Seller's executive management stating that he/she has reviewed these reports in depth and agrees that they show the current status of the program.

(3) If at any time it appears to Seller that the delivery Schedule cannot be met, Seller shall notify Buyer as soon as possible as to the cause or causes thereof (including late or deficient Government Furnished Equipment (GFE) or Buyer Furnished Equipment), action being taken to remove such cause or causes, and when On-Schedule status will be achieved. Notification under this Article shall not limit Buyer's rights under the Termination Article nor relieve Seller from any requirement contained in Purchase Orders issued by Buyer.

31. Certifications and Representations. This clause contains certifications and representations that are material representations of fact upon which Buyer will rely in making awards to Seller. By submitting its written offer, or providing oral offers/quotations at the request of Buyer, or accepting any Purchase Order, including verbal orders from a Buyer Authorized Representative, Seller represents and certifies as set forth below in this clause. Seller shall

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immediately notify Buyer of any change of status with regard to these certifications.

a. **52.222-21 Certification of Nonsegregated Facilities.** (Applicable to purchase orders that include the Equal Opportunity clause at FAR 52.222-26) (i) "Segregated facilities" as used in this provision means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. (ii) Seller certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract. (iii) Seller further agrees that (except where it has obtained identical certifications from proposed lower-tier subcontractors for specific time periods) Seller will: (a) obtain identical certifications from proposed lower-tier subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause; (b) retain these certifications in its files; and (c) forward the following notice to its proposed lower-tier subcontractors (except if those subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.** A certification of Non-segregated Facilities must be submitted before the award of a lower-tier subcontract subject to the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

b. **52.222-22 Previous Contracts and Compliance Reports.** Seller represents that, if Seller has participated in a previous contract or subcontract subject either to the Equal Opportunity clause (FAR

52.222-26) of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114, that Seller has (i) filed all required compliance reports and (ii) that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

c. **52.222-25 Affirmative Action Compliance.** (Applicable if (i) Seller has 50 or more employees, (ii) is not exempt from the Equal Opportunity clause (FAR 52.222-26) and (iii) government contracts that exceed \$50,000.) Seller represents: (i) [] that it has developed and has on file/[] not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (ii) it [] has not previously had contracts subject to the affirmative action programs requirement of the rules and regulations of the Secretary of Labor and that in the event such program does not presently exist Seller will develop and place in operation a written Affirmative Action Compliance Program within 120 days from the award of this Contract. (iv) Seller shall include this clause in any lower-tier order that is not exempt from the requirements of the Equal Opportunity clause (FAR 52.222-26).

c. **52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions** (Applicable to solicitations/Contracts/purchase orders that exceed \$100,000).

a. The definitions, prohibitions and exceptions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation or Purchase Order are hereby incorporated by reference in this certification.

b. Seller, by signing his or her offer or by acceptance of this Purchase Order, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,

(a) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal

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contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation or Purchase Order, Seller shall complete and submit, with its offer, OMB standard from LLL, Disclosure of Lobbying Activities, to Buyer; and,

(c) He or she will include the language of this certification in all lower tier subcontracts awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

d. FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters. (Applicable to solicitations/Contracts/purchase orders in excess of \$100,000).

(a)(1) The Seller certifies, to the best of its knowledge and belief, that --

(i) The Seller and/or any of its Principals --

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Seller has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Seller shall provide immediate written notice to the Buyer if, at any time prior to contract award, the Seller learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Seller's responsibility. Failure of the Seller to furnish a certification or provide such additional information as requested by Buyer may render the Seller nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of Seller is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Seller knowingly rendered an erroneous certification, in addition to other remedies available to Buyer, Buyer may terminate the contract resulting from this solicitation for default.

e. FAR 52.223-13 Certification of Toxic Chemical Release Reporting. (Applicable to competitive contracts expected to exceed \$100,000)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f)

(including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes 20 through 39 as set forth in FAR section 19.102 or their corresponding North American Industry Classification System sectors.

(v) The facility is not located within any State of the United States or its outlying areas.

32. Government Clauses.

a. For orders placed in support of and charged to a U.S. Government Prime Contract or subcontract thereunder, the above provisions and this provision 32 shall apply in addition to "OEwaves Inc. Terms and Conditions of Purchase." In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall, subject to Article 9 (d), be resolved in accordance with Article 12.

b. Except as otherwise indicated on the face of this order, the FAR and Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses specified in this Article, where applicable by their terms, are incorporated herein by reference. The effective version of the FAR or DFARS clause shall be the same version as specified in Buyer's Prime Contract or higher-tier subcontract under which this Purchase order is a subcontract. If no version is specified in Buyer's Prime Contract or the higher-tier subcontract, the version specified below shall apply. If any of the clauses are not applicable by their terms, they shall be self-deleting.

c. As used in the FAR and DFARS clauses specified in this Article, "Government" and "Contracting Officer" mean Buyer. "Contractor" means "Seller," "Contract" means this Order unless the context of the clause requires otherwise, and "subcontract" means "Seller's purchase order or subcontract issued pursuant to this Order."

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FAR CLAUSE	DATE	TITLE
52.203-5	APR 1984	Covenant Against Contingent Fees
52.203-6	SEP 2006	Restrictions on Subcontractor Sales to the Government (applicable to orders over \$100,000)
ALT I	OCT 1995	(ALT I is applicable to orders for commercial items)
52.203-7	JUL 1995	Anti-Kickback Procedures (except for Paragraph (c)(1))
52.203-12	SEPT 2007	Limitation on Payments to Influence Certain Federal Transactions (Applies to orders expected to exceed \$100,000)
52.204-2	AUG 1996	Security Requirements (Applies when Seller may require access to classified information)
ALT 1	APR 1984	(ALT 1 is applicable to cost contracts for research and development with educational institutions)
52.204-4	AUG 2000	Printed or Copied Double-Sided on Recycled Paper (Applies to orders exceeding \$100,000)
52.211-5	AUG 2000	Material Requirements (Applies to orders for supplies that are not commercial items)
52.215-2	JUN 1999	Audit and Records - Negotiation (Applies to orders of \$100,000 or more)
52.215-10	OCT 1997	Price Reduction for Defective Cost or Pricing Data (Applies to new orders for which cost or pricing data is required)
52.215-11	OCT 1997	Price Reduction for Defective Cost or Pricing Data - Modifications (Applies to modifications of an order involving a pricing adjustment)
52.215-12	OCT 1997	Subcontractor Cost or Pricing Data
52.215-13	OCT 1997	Subcontractor Cost or Pricing Data - Modifications
52.215-14	OCT 1997	Integrity of Unit Prices (Applicable to all orders other than: those at or below \$100,000; services where supplies are not required; commercial items, construction or architect-engineering services; and petroleum products)
52.215-15	OCT 2004	Pension Adjustments and Asset Reversions (Applies to orders where certified cost or pricing data will be required or for which any preaward or post award cost determinations will be subject to FAR Part 31)
52.215-16	JUN 2003	Facilities Capital Cost of Money (Applicable to Purchase Orders subject to cost principles for contracts with commercial organizations)

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52.215-17	OCT 1997	Waiver of Facilities Capital Cost of Money (Applicable if Seller does not propose facilities capital cost of money in its offer)
52.215-18	JUL 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (Applies to orders where certified cost or pricing data will be required or for which any preaward or post award cost determinations will be subject to FAR Part 31)
52.215-19	OCT 1997	Notification of Ownership Changes (Applies to orders where cost or pricing data will be required or for which any preaward or post award cost determination will be subject to FAR Part 31)
52.215-20	OCT 1997	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data (Applies when it is reasonably certain cost or pricing data or information other than cost or pricing data will be required)
52.215-21	OCT 1997	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (Applies when it is reasonably certain cost or pricing data or information other than cost or pricing data will be required for modifications).
52.219-8	MAY 2004	Utilization of Small Business Concerns (Applicable to orders expected to exceed \$100,000)
52.219-9	JUL 2005	Small Business Subcontracting Plan (Applicable to orders that offer subcontracting possibilities, are expected to exceed \$500,000, and are required to include FAR 52.219-8, unless Seller is a small business)
52.222-1	FEB 1997	Notice to the Government of Labor Disputes (Seller shall notify Buyer of all relevant information concerning labor disputes that may delay or threaten to delay timely performance of order)
52.222-2	JUL 1990	Payment for Overtime Premiums (No overtime is authorized for Purchase Orders to which this Supplement applies unless specifically agreed upon and incorporated into the Contract to which it applies)
52.222-4	JUL 2005	Contract Work Hours and Safety Standards Act - Overtime Compensation (Applicable as prescribed in FAR 22.305)
52.222-20	DEC 1996	Walsh-Healey Public Contracts Act (Applicable to orders for the manufacture or furnishing of materials, supplies, articles or equipment of \$10,000 or more unless exempted by statute.)
52.222-26	MAR 2007	Equal Opportunity (Applicable to orders of \$10,000 or more unless exempted.)
52.222-35	DEC 2001	Equal Opportunity for Special Disabled, Vietnam Era and Other Eligible Veterans (Applicable to orders expected to exceed \$100,000 unless exempted by Secretary of Labor)

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52.222-36	SEP 2006	Affirmative Action for Workers with Disabilities (Applicable to orders expected to exceed \$10,000)
52.222-37	SEP 2006	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Applicable to orders expected to exceed \$100,000 unless exempted by Secretary of Labor)
52.222-39	DEC 2004	Notification of Employee Rights Concerning Payment of Union Dues (Applicable to orders expected to exceed \$100,000 unless exempted by Secretary of Labor)
52.222-41	July 2005	Service Contract Act of 1965, as amended
52.223-3	JAN 1997	Hazardous Material Identification and Material Safety Data
52.223-7	JAN 1997	Notice of Radioactive Materials
52.223-11	MAR 2001	Ozone Depleting Substances
52.223-13	AUG 2003	Certification of Toxic Chemical Release Reporting (Applicable to competitive contracts, except commercial items, expected to exceed \$100,000 (including options))
52.223-14	AUG 2003	Toxic Chemical Release Reporting (Applicable to first tier competitive contracts, expected to exceed \$100,000 (including options.) (Delete paragraph (e)).
52.225-1	JUN 2003	Buy American Act – Supplies (Applicable to orders over \$2,500 but not exceeding \$25,000 and orders over \$25,000, unless FAR 52.225-3 or FAR 52.225-5 apply)
52.225-8	FEB 2000	Duty-Free Entry (Applicable when supplies in excess of \$10,000 may be imported to U.S.)
52.225-13	FEB 2006	Restrictions on Certain Foreign Purchases
52.227-1	JUL 1995	Authorization and Consent (Applicable to orders of \$25,000 or more if FAR 52.227-1 is in the prime contract)
52.227-2	AUG 1996	Notice and Assistance Regarding Patent and Copyright Infringement (Applicable to orders of \$100,000 or more)
52.227-10	APR 1984	Filing of Patent Applications - Classified Subject Matter (Applicable if the work or any patent application may contain classified subject matter.)
52.227-11	JUN 1997	Patent Rights - Retention by the Contractor (Short Form) (Applicable if Seller is a small business or non-profit organization performing experimental or R&D work and made applicable under FAR 27.303(a)(1) or Buyer's Prime Contract)

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52.227-12	JAN 1997	Patent Rights – Retention by the Contractor (Long Form) (Applicable if Seller is other than a small business or non-profit organization performing experimental or R&D work and made applicable under FAR 27.303(b)(1) or Buyer’s Prime Contract)
52.227-13	JAN 1997	Patent Rights - Retention by the Government (Applicable if Purchase Orders are for experimental or R&D work and made applicable under FAR 27.303(c)(1) or Buyer’s Prime Contract)
52.228-7	MAR 1996	Insurance –Liability to Third Party
52.232.20	APR 1984	Limitation of Cost (Applicable only to fully funded Purchase Orders, except in (b)(1) substitute 90 days for 60 days as the advance reporting period.)
52.232-22	APR 1984	Limitation of Funding (Applicable to incrementally funded Purchase Orders)
52.236-13	NOV 1991	Accident Prevention (Required in orders where services will be performed in Government facilities and in orders for construction, dismantling, demolition, or removal of improvements expected to exceed \$100,000)
52.237-2	APR 1984	Protection of Government Buildings, Equipment and Vegetation (Applicable to services to be performed on Government installations)
52.242-15	AUG 1989	Stop-Work Order
52.243-6	APR 1984	Change Order Accounting
52.244-2	JUN 2007	Subcontracts (Applicable to cost-reimbursement, time and materials, labor-hour, and letter contracts) (Notification shall be furnished to Buyer)
52.244-5	DEC 1996	Competition in Subcontracting (Applicable to all orders expected to exceed \$100,000, unless exempt under FAR 44.204)
52.244-6	FEB 2006	Subcontracts for Commercial Items (Applicable to orders for Commercial Items)
52.245-1	JUL 2007	Government Property
52.246-3	MAY 2001	Inspection of Supplies-Cost Reimbursement
52.246-5	APR 1984	Inspection of Services-Cost Reimbursement
52.246-8	MAY 2001	Inspection of Research and Development - Cost Reimbursement (Applicable to Purchase Orders for Research and Development)

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52.246-16	APR 1984	Responsibility for Supplies
52.249-14	APR 1984	Excusable Delays
52.247-63	JAN 1997	Preference for U.S. Flag Air Carriers (Applicable to orders of \$25,000 or more if contract involves international air transportation)
52.247-64	FEB 2006	Preference for Privately Owned U.S. Flag Commercial Vehicles (Required in all orders unless exempted under subsection (e) of the clause)
DFARS CLAUSE	DATE	TITLE
252.203-7001	DEC 2004	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies. (Applicable to orders of \$100,000 or more, except for commercial items)
252.211-7000	DEC 1991	Acquisition Streamlining (Mandatory in subcontracts in excess of \$1 million)
252.215-7000	DEC 1991	Pricing Adjustments (Applies to subcontracts that contain Subcontractor Cost or Pricing Data clause)
252.223-7001	DEC 1991	Hazard Warning Labels (Applicable to orders requiring delivery of hazardous materials; allows Buyer to ensure compliance with this clause)
252.223-7002	MAY 1994	Safety precautions for ammunition and explosives (Applicable to subcontracts that involve ammunition or explosives)
252.223-7003	DEC 1991	Change in Place of Performance - Ammunition and Explosives (Allows Buyer to comply with disclosure requirements of this clause)
252.223-7006	APR 1993	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Applies to subcontracts which require, may require or permit subcontractor performance on a DoD installation. In order to ensure Buyer has information it needs to comply with prime contract disclosure requirements, clause is included in subcontracts).
252.225-7001	JUN 2005	Buy American Act and Balance of Payments Program (Applies to all subcontracts, including those for commercial items)
252.225-7002	APR 2003	Qualifying Country Sources as Subcontractors
252.225-7006	JUN 2005	Quarterly Reporting of Actual Contract Performance Outside the United States (Applies to first-tier subcontracts exceeding \$500,000 except those for commercial items).

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252.225-7007	SEP 2006	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
252.225-7012	JUNE 2004	Preference for Certain Domestic Commodities (Applies to orders that exceed \$100,000. Clause included in subcontracts to ensure Buyer does not deliver items prohibited by prime contract.)
252.225-7013	JUN 2005	Duty-Free Entry
252.225-7014	JUN 2005	Preference for Domestic Specialty Metals (Applies to orders over \$100,000 that require delivery of articles containing specialty metals)
ALTI	JUN 2005	(Applies to subcontracts for commercial items)
252.225-7030	DEC 2006	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate (Applicable to orders when carbon, alloy or armor steel plate will be delivered for use in Government-owned or DoD-controlled facility; allows Buyer to comply)
252.225-7015	JUN 2005	Restriction on acquisition of hand or measuring tools. (Applies to orders over \$100,000 that require delivery of hand or measuring tools)
252.225-7016	JUN 2005	Restriction on Acquisition of Ball and Roller Bearings (Required in subcontracts unless subcontract is for (1) commercial items or (2) items do not contain ball or roller bearings)
252.225-7025	JUN 2005	Restriction on acquisition of forgings (Applies to subcontracts for items containing restricted forging items)
252.225-7028	APR 2003	Exclusionary policies and practices of foreign governments. (Applies to supplies and services for international military education training and FMS)
252.227-7013 and (Alternate I)	NOV 1995	Rights in Technical Data –Noncommercial items (Applies to orders requiring delivery of technical data or computer software. If Alternate I is included in prime contract, include Alt 1 in subcontract)
252.227-7014	JUN 1995	Rights in Noncommercial Computer software and Noncommercial Computer Software Documentation (Applies when noncommercial computer software or computer software documentation is to be obtained from subcontractor for delivery to Government.).
252.227-7016	JUN 1995	Rights in Bid or Proposal Information (Applies to orders to which 252.227-7013 and/or 252.227-7015 apply; not applicable to subcontracts for commercial items).
252.227-7017	JUN 1995	Identification and assertion of use, release, or disclosure restrictions. (Applicable to orders to which FAR 252.227-7013 applies).

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252.227-7019	JUN 1995	Validation of asserted restrictions-computer software (Applies to subcontracts where computer software will be delivered.)
252.227-7026	APR 1988	Deferred Delivery of Technical Data or Computer Software (Applies to deferred delivery of data, including data acquired from subcontractor).
252.227-7027	APR 1988	Deferred Ordering of Technical Data or Computer Software (Applies to orders where technical data or computer software will be generated in subcontract performance and data or software cannot be specifically identified prior to order placement).
252.227-7028	JUN 1995	Technical Data or Computer Software Previously Delivered to the Government (Applies to orders for which data and/or computer software will be delivered)
252.227-7030	MAR 2000	Technical Data - Withholding of Payment (Applies to orders to which DFAR 252.227-7013 applies)
252.227-7037	SEP 1999	Validation of Restrictive Markings on Technical Data (Applies to orders that require delivery of technical data except those for commercial items.)
252.228-7005	DEC 1991	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (Clause required to be included in subcontracts).
252.231-7000	DEC 1991	Supplemental Cost Principles (Applies to subcontracts, except those for commercial items, to ensure same cost principles apply to prime contract and subcontracts).
252.235-7003	DEC 1991	Frequency Authorization (Applies to subcontracts requiring development, production, construction, testing, or operation of device for which radio frequency authorization is required. Alternate included in subcontract if included in prime contract).
252.239-7000	JUN 2004	Protection Against Compromising Emanations (Applies where subcontractor will perform classified work unless requirements are in a DD254 with subcontractor).
252.239-7016	DEC 1991	Telecommunications security equipment, devices, techniques, and services (Applies to orders that require securing telecommunications).
252.243-7001	DEC 1991	Pricing of Contract Modifications (Included in subcontracts where cost principles apply to ensure subcontracts, except those for commercial items, are subject to same cost principles as prime contract).
252.246-7001	DEC 1991	Warranty of Data (Applicable to orders requiring delivery of technical data)
252.247-7023	MAY 2002	Transportation of Supplies by Sea (Applicable to domestic orders over \$100,000 except those for direct purchase of ocean transportation services).

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252.247-7024	MAR 2000	Notification of Transportation of Supplies by Sea (Applies to subcontracts for noncommercial items and for commercial items where items are sold to US Government without contractor adding value, are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or are commissary or exchange cargoes transported outside of Defense Transportation System in accordance with 10 U.S.C. 2643).
252.249.7002	DEC 2006	Notification of anticipated contract terminations or reduction (Notice required in subcontracts, including those for commercial items, in excess of \$500,000).

33. Defective Pricing. If Buyer is subject to liability, including, but not limited to, a reduction in price, because Seller fails to comply with the requirements of FAR 52.215-20 and 52.215-21, Seller agrees to indemnify and hold Buyer harmless from and against any loss, damage, expense or liability resulting from such failure. Seller further agrees that, in any action brought hereunder, the Federal Statute of Limitations shall apply.