

OEwaves, Inc.

Supplemental Terms and Conditions Applicable to Purchase Orders

Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 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 (**Alternate IV**), "**Termination (Cost-Reimbursement)**", 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 deleted in its entirety and FAR 52.243-3, "**Changes – Time-and-Materials or Labor Hours**", 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 "Government or Buyer", except that in paragraph (c) "30 days" is changed to "20 days" and in paragraph (d) the first sentence is deleted.

e. 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. **Direct Labor Hours.**

(1) Direct labor hours shall be charged at mutually agreed to fixed hourly rates specified on the Purchase Order, that include wages, overhead, general and administrative expenses and profit.

(2) All labor expended shall be substantiated by a summary sheet for an appropriate period (e.g., weekly, monthly, etc.), listing, for each Purchase Order and referenced to applicable invoices, employee name, date, employee classification, and number of hours actually worked. Straight time and

OEwaves, Inc.

Supplemental Terms and Conditions Applicable to Purchase Orders

Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)

overtime hours shall be segregated. This summary sheet shall be supported by individual time sheets for each day that was worked, and by payroll records. The latter need not be submitted with Seller's invoices, but shall be made available for audit upon request.

(3) The hourly rates shall be paid for all labor performed on the Purchase Order that meets the labor qualifications specified in the Purchase Order. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Buyer.

(4) Seller shall obtain the prior written approval of Buyer for any work to be performed which would require payment by Buyer of an overtime or premium rate (unless the Purchase Order otherwise specifies those conditions for which notification, instead of prior written approval, is acceptable); and overtime rates shall be approved in advance by Buyer.

(5) The time for each individual for which labor hours are to be accumulated under this Purchase Order shall be recorded to the nearest one-tenth hour.

(6) When computing hourly payments, fractional parts of an hour shall be payable on a prorated basis, rounded off to the nearest tenth of an hour.

f. Materials and Other Direct Costs

(1) Materials and other direct costs, including incidental services for which there is not a labor category specified in the contract, shall be charged at cost, including, if appropriate, handling costs as part of such costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with Seller's usual accounting procedures, consistent with FAR Part 31.

(2) For commercial item time-and-material contracts, if the Seller furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the Seller's established catalog or market price, adjusted to reflect the quantities being acquired and any modifications necessary because of contract requirements.

(3) All material purchased shall be submitted on a summary sheet listing the supplier, description of material, date purchased, quantity,

price, and taxes. This summary sheet shall be supported by invoices from all suppliers. The supplier invoices need not be submitted with Seller's invoices, but shall be made available for audit upon request.

(4) In the event of transfer of material from the Seller's stock, the transfer shall be itemized on the summary sheet and shall be at the Seller's acquisition cost, unless Paragraph f.(2) above applies.

g. Rentals. Equipment rentals such as cranes, backhoes, scaffolding, etc., when required in the performance of the applicable Purchase Order and not the type of equipment normally owned by Supplier, are considered as a direct charge to the Purchase Order. These charges shall be substantiated by invoices from the rental company, included on the summary sheets, and invoices shall be made available for audit upon request by Buyer.

h. Sub-tier Contracts.

(1) In the event Seller is required to enter into sub-tier contracts in the performance of the applicable Purchase Order, every practical effort shall be made by the Seller to obtain competitive bids from qualified sources.

(2) Copies of sub-tier contractor bids and cost data shall be made available for audit by Buyer upon request.

(3) Reimbursable costs in connection with sub-tier contracts shall be limited to the amounts actually paid by Seller and shall not include any costs arising from the letting, administration or supervision of performance of sub-tier contracts, which costs are included in the hourly rate or rates payable under Article 30.e., Direct Labor Hours, above.

i. Limitation of Funds.

(1) The funds allotted to and available for payment to Seller under this Purchase Order, and the limit of Buyer's obligation hereunder unless such funding is increased, shall be as specified by the applicable Purchase Order.

(2) Buyer shall not be obligated to reimburse Seller for costs incurred (including amounts payable with respect to sub-tier contractors and termination settlement costs) in excess of the total funds from time to time allotted to the applicable Purchase Order.

(3) Seller agrees to perform or have performed work on the applicable Purchase Order up to the limit of the Funding. Seller shall not be obligated to continue performance of work beyond such point.

OEwaves, Inc.

Supplemental Terms and Conditions Applicable to Purchase Orders

Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)

(4) If, at any time, Seller has reason to believe that the total cost to Buyer for the performance of the applicable Contract will be substantially greater, or less, than the estimated cost set forth in the Contract, Seller shall notify Buyer in writing to that effect, giving its revised estimate of such total cost, together with an appropriate breakdown of such estimate and a statement setting forth the reasons for such anticipated increase or decrease in cost.

(5) Seller shall notify Buyer in writing when, within the next sixty (60) days, the work will reach a point at which the total amount paid and payable by Buyer will approximate seventy-five percent (75%) of the total funds then allotted to the applicable Purchase Order. The notice shall state the estimated date when such point will be reached, the estimated date the funds then allotted to the Purchase Order will be totally exhausted, and the estimated amount of additional funds (in monthly increments) over the funds allocated to the Purchase Order which will be required to continue the performance of the work under the Purchase Order for such period as may be either specified or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the date estimated for the exhaustion of funds in such notification, Buyer will, upon written request of Seller and pursuant to the Termination Article, terminate the Purchase Order on such date, or on a date to be specified in such request, on which Seller, in the exercise of its reasonable judgment, estimates that it will have discharged its obligation to perform hereunder in accordance with Paragraph i.(3), above.

(6) Buyer may, at any time prior to termination, allot additional funds to the applicable Purchase Order, and with the consent of Seller, after notice of termination, rescind such termination in whole or in part and allot additional funds to the Purchase Order.

(7) Change Notices issued pursuant to the Changes Article, or by mutual agreement of the parties, and revisions to the effort required to be performed under the applicable Purchase Order shall not be considered authorization to Seller to exceed the funds allotted to the Purchase Order in the absence of a statement in the Purchase Order Change Notice, or other contractual modification, increasing the amount of funds allotted.

j. Accounting System. Seller's accounting system shall be acceptable to and approved by Buyer for accruing costs under a T&M and/or Labor Hour Contract.

k. Withholds. Unless otherwise specified by the Purchase Order, five percent (5%) of the amount due for labor hours (see Article 30.e. herein), as shown on each invoice, shall be withheld by Buyer from each invoice; except that the total amount withheld shall not exceed fifty thousand dollars (\$50,000). The amount withheld shall be retained until all Purchase Order closure requirements of Buyer have been satisfied.

l. 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 amounts 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 showing the total price, the amount of the five percent reduction (5% withhold) of the total price (not to exceed \$50,000 cumulative in accordance with FAR 52.232-7), and the balance due shall be submitted to Buyer for approval. The invoice shall bear the following certification and shall be certified by an officer or other responsible official of Seller authorized by it to certify such statements:

"I certify that the above statement has been prepared from the books and records of the above named Seller 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."

(3) The last invoice must clearly state on its face that it is the final invoice (i.e., marked "Final Invoice," "Completion Invoice," etc.) and shall include all prior withhold amounts. The invoice must contain or be accompanied by written certification that the effort is complete and that all invoices have been submitted for payment. Seller shall provide the number of the last invoice submitted and, if applicable, the numbers of unpaid invoices and the amounts unpaid.

m. 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 be properly

OEwaves, Inc.

Supplemental Terms and Conditions Applicable to Purchase Orders

Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)

payable or (2) adjusted for prior overpayments or underpayments.

n. Closure Requirements.

(1) Seller shall execute and deliver at the time of and as a condition precedent to final payment (i) an assignment to Buyer of rebates, refunds, credits or other amounts properly allocable to costs for which Seller has been reimbursed under the applicable Purchase Order and (ii) an appropriate release discharging Buyer and the U.S. Government from liabilities, obligations, and claims arising out of or under the Purchase Order.

(2) Seller shall, prior to final payment, (i) comply with the provisions of the Patent Rights clause and the Royalty Reporting clause, unless such clauses do not apply to the Contract, (ii) submit a final invoice as specified under Article 30.1., Invoicing, above, (iii) submit a letter setting forth the manner in which Seller complies with Security Requirements (if applicable), and (iv) submit an Inventory Schedule, as applicable.

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 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

OEwaves, Inc.

Supplemental Terms and Conditions Applicable to Purchase Orders

Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)

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 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).

OEwaves, Inc.

Supplemental Terms and Conditions Applicable to Purchase Orders

Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)

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.

(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

OEwaves, Inc.

Supplemental Terms and Conditions Applicable to Purchase Orders

Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)

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."

OEwaves, Inc.**Supplemental Terms and Conditions Applicable to Purchase Orders****Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)**

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)

OEwaves, Inc.**Supplemental Terms and Conditions Applicable to Purchase Orders****Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)**

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).
52.216-29	FEB 2007	Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition (Applicable when included in Buyer's Prime Contract)
52.216-30	FEB 2007	Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition Without Adequate Price Competition (Applicable when included in Buyer's Prime Contract)
52.216-31	FEB 2007	Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Applicable when included in Buyer's Prime Contract)
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)
52.222-4	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.)

OEwaves, Inc.**Supplemental Terms and Conditions Applicable to Purchase Orders****Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)**

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)
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)

OEwaves, Inc.**Supplemental Terms and Conditions Applicable to Purchase Orders****Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)**

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)
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)
52.232-7	FEB 2007	Payments Under Time-And-Materials and Labor Hour Contracts
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, and to time and materials, labor-hour, and letter contracts in excess of \$100,000) (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
52.246-6	MAY 2001	Inspection - Time-And-Material and Labor Hour
52.249-14	APR 1984	Excusable Delays

OEwaves, Inc.**Supplemental Terms and Conditions Applicable to Purchase Orders****Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)**

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)
252.216-7002, Alt A	FEB 2007	Time-and-Materials/Labor-Hour Proposal Requirements—Non-Commercial Item Acquisition With Adequate Price Competition (Applicable when FAR 52.216-29 is in Buyer's Prime Contract)
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).
252.225-7007	SEP 2006	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies

OEwaves, Inc.**Supplemental Terms and Conditions Applicable to Purchase Orders****Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)**

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)
ALT I	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).
252.227-7019	JUN 1995	Validation of asserted restrictions-computer software (Applies to subcontracts where computer software will be delivered.)

OEwaves, Inc.**Supplemental Terms and Conditions Applicable to Purchase Orders****Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)**

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).
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).

OEwaves, Inc.

Supplemental Terms and Conditions Applicable to Purchase Orders

Issued Under U.S. Government Contracts (Time-and-Material) (Revised: November 9, 2007)

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.