

**Purchase Order: PKSC15224**

Order To: GENERAL PHYSICS  
P O BOX 932816  
ATLANTA, GA 31193-2816

GE020S

Ship To: General Dynamics Information Technology  
One Corporate Place  
Middletown, RI 02842

Contact: LARRY BURGESS Ph: lburgess@gpworldwide.com


ORDER DATE	BUYER	TERMS	FOB	SALES ORDER	SHIP VIA	DELIVER TO	
03/01/07	Tracy DeLaura	135 DAYS			N/A	M. NEY	
LINE	ITEM/DESCRIPTION	REV	U/M	DATE	QUANTITY	NET UNIT COST	EXTENDED COST
	<p>C O N F I R M A T I O N</p> <p>This exercises Option 1 and provides initial funding of \$5,000. Period of Performance is 02/09/07 - 01/19/08</p> <p>Please mail invoices to: General Dynamics Information Technology One Corporate Place Middletown, RI 02842 Attn: Sandy von Tish</p>						
	<p>*****</p> <p>In order to assure prompt payment, ALL INVOICES must reference the Purchase Order Number and be submitted directly to Accounts Payable.</p> <p>*****</p> <p>This order is subject to the attached General Dynamics Information Technology Terms and Conditions. If a federal prime contract number appears on the face of this order, then the applicable Federal Acquisition Regulation clauses contained in that contract also apply to this order.</p> <p>*****</p> <p>The goods or services on this PO will be delivered to a government customer under the terms of the prime contract listed herein, and are therefore exempt from sales tax.</p> <p>*****</p>						
1	SL SUBCONTRACTOR NON-T&M LABOR 41-8-2-00-000			EA 01/19/08 01/19/08	1.0000	4,629.6300	\$4,629.63

Prime Contract #: N00178-04-D-4012 Priority: DO-S10  
AOP: 41-08-2-00-000 1.12.2220.060 102111.1.001.414.186

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03/01/07	Tracy DeLaura	135 DAYS			N/A	M. NEY		
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2	SS SUBCONTRACTOR FEE 43-77-2-00-000		EA	01/19/08	01/19/08	1.0000	370.3700	\$370.37
Prime Contract #: N00178-04-D-4012 Priority: DO-S10 AOP: 43-77-2-00-000 1.12.2220.060 102111.1.001.414.186  Bill To: General Dynamics Information Technology Accounts Payable 3211 Jermantown Road Fairfax, VA 22030							PO Total Amt:	\$5,000.00
 Authorized Signature(s)								

## STANDARD TERMS AND CONDITIONS OF PURCHASE

- 1. DEFINITIONS** As used herein, "Buyer" means General Dynamics Information Technology, "Seller" means the party identified on the face of this Order, "Subcontract" means either purchase order or subcontract, "Supplies" means all articles, materials, work or services to be furnished by Seller. "Buyer's Authorized Representative" means person or persons authorized by Buyer to alter, modify, or change the provisions of this Order.
- 2. ACCEPTANCE** This Order becomes the exclusive agreement between the parties for the Supplies, subject to the terms and conditions herein. Any of the following shall constitute Seller's unqualified acceptance of this Order: (a) acknowledgment of this Order, (b) commencement of performance, (c) furnishing any Supplies, or Services or (d) acceptance of any payment for the Supplies or Services. Additional or different terms or conditions proposed by Seller shall be void and of no effect unless accepted in writing by Buyer. No change in, modification of, or revision to, this Order shall be valid unless in writing and signed by Buyer's authorized representative. Seller's failure to specifically object to these terms and conditions before commencement of work shall constitute acceptance of these terms and conditions.
- 3. PRICES, TAXES AND NEW MATERIALS** Seller warrants each price for Supplies sold to Buyer under this Order is no less favorable than that extended during the term of this Order to any other customer for the same or like Supplies in equal or less quantities on similar terms and conditions. Unless otherwise provided on the face of this Order, prices appearing herein include all packaging, crating and federal, state, local taxes. Seller further warrants that none of the Supplies furnished are government or commercial surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, unless otherwise stated on the face of this Order. Except as may be otherwise provided in this Purchase Order, the price includes all applicable Federal, State & local taxes.
- 4. WARRANTY** Seller warrants all Supplies will be free from defects in material and workmanship, conform to applicable specifications, drawings, samples and descriptions or other requirements of this Order, be fit for its intended use, and will not violate nor infringe upon any patent, copyright, trade secret or other property right of any other person and, unless of Buyer's detailed design, be free from design defects. If there is a breach of warranty, Buyer may return such Supplies, at Seller's expense, for correction, replacement or credit as Buyer may direct. If Buyer is purchasing for resale, Seller's warranty period will begin upon acceptance by Buyer's Client and Buyer's Client may return defective Supplies directly to Seller. Seller will indemnify and hold Buyer harmless from and against any loss, cost, liability and expense (including counsel fees) arising out of any breach or claimed breach of this warranty.
- 5. PACKING AND SHIPMENT** Time is of the essence of this Order.
  - (a) Unless otherwise specified, all packing and packaging shall comply with good commercial practice and applicable carriers' tariffs. Supplies shall be prepared for shipment and packed to prevent damage or deterioration and to give optimum protection during shipment and in-plant handling and storage. The packaging, labeling and shipping of all HAZARDOUS SUBSTANCES, including DANGEROUS MATERIALS, must conform with all applicable international, federal, and state laws and regulations. The price includes all charges for packing and packaging and for transportation to the F.O.B. point.
  - (b) If the terms of this Order require delivery F.O.B. source, Seller must at such place: (i) bear the expense and risk of putting the Supplies into the possession of carrier, and (ii) at its risk and expense, load Supplies on board.
  - (c) If the terms of this Order require delivery F.O.B. destination, Seller must at its own expense and risk, transport the Supplies to such place and tender delivery to Buyer.
- 6. RESPONSIBILITY FOR PROPERTY** Unless otherwise specified, Seller shall be liable for any loss, destruction, or damage to Buyer or Government property furnished to Seller and shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear or for the utilization of it in accordance with the provisions of this Order. Seller's prices shall not include damage insurance premiums on property of the Government or Buyer. Buyer's title thereto shall not be affected by the incorporation of, or attachment to, any property not owned by Buyer or the Government, nor shall any such property, or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect property and Seller's records with respect thereto.
- 7. INSPECTION** All materials and supplies shall be received subject to Buyer's inspection and rejection. Defective material will be held at Seller's risk and Buyer, at its option and without waiving any rights it may have against Seller, may (i) require Seller to repair or replace at its own expense any item which fails to meet the requirements of this Order; (ii) require Seller to refund the price of any such item; or (iii) elect to retain and repair any such items with an appropriate reduction from the price otherwise due Seller. Neither final inspection, payment nor any limitations in the warranty clause relieve Seller from responsibility for the correction or replacement of defective items.
- 8. TERMINATION** Buyer reserves the right to terminate this Order in whole or in part for default: (i) if Seller fails to perform in accordance with any of the requirements of this Order or to make progress so as to endanger performance hereunder, or (ii) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by Buyer, payment for which can be set off against any damages to Buyer. Buyer may require Seller to transfer title and deliver to Buyer any or all property produced or procured by Seller for performance of the work terminated and Seller shall be credited with the reasonable value thereof not to exceed Seller's cost. Seller will be liable for damages caused by or resulting from its default including but not limited to excess costs of reprocurement.
- 9. EXCUSABLE DELAYS** Neither party shall be in default for any delay nor failure to perform hereunder due to causes beyond its control and without its fault or negligence; including defaults by Seller's suppliers. In the event of default by Seller's suppliers, Seller will be in default only to the extent the Supplies to be furnished by said supplier are obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule; and provided further, Seller furnishes prompt written notice to Buyer of the occurrence of any such cause which will or may delay Seller's performance.
- 10. INDEMNIFICATION AND INSURANCE** Seller indemnifies and saves harmless Buyer, its employees, agents and invitees from and against all liability, demands, claims, loss, cost, damage and expense by reason or on account of property damage, death and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this Order which was occasioned by the actions or omissions of Seller or its suppliers. Seller will maintain and carry liability insurance which includes but is not limited to employers' liability, workman's compensation, general liability, public liability, property damage liability, product liability, completed operations liability and contractual liability in amounts set forth in this Order, with carriers approved by Buyer, and if no amounts are so set forth, then in amounts acceptable to and approved by Buyer but in no event shall such amounts be less than minimum statutory requirements, if any. Seller will, if requested by Buyer, furnish certificates of insurance indicating the foregoing coverage.
- 11. COMPLIANCE WITH LAWS AND REGULATIONS** (a) Seller agrees to indemnify Buyer against any loss, cost, liability, or damage by reason of Seller's violation of any applicable law, executive order or regulation. (b) If a Government Contract Number is indicated, Seller agrees performance under this order is subject to applicable regulations and directives of the United States Government.
- 12. DISPUTES** Any dispute arising under this Order which is not settled by agreement of the parties may be litigated in the state or federal courts of the state from which buyer's Order is issued. Pending any decision, appeal or judgment in such proceedings, or the settlement of any dispute arising under this order, Seller shall proceed diligently with performance of this Order in accordance with the decision of Buyer.
- 13. LIENS** Seller warrants it has title to the Supplies to be delivered under this Order and shall deliver same free of all liens, claims and encumbrances.
- 14. PATENT INFRINGEMENT** Seller shall save, hold harmless Buyer and defend or settle any claim, proceeding or suit brought against Buyer based on a claim that the goods infringe upon any patent of the United States and Seller shall pay any damages and cost awarded against Buyer, provided Seller is duly notified of any infringement or alleged infringement. Seller shall defend all claims, suits and actions at its own expense.
- 15. CHANGES** During performance of this Order, Seller shall not make any changes in the Supplies or Services without advance notification to, and approval of, Buyer. Seller agrees to make any changes to this Order which might be directed by Buyer. Any claim for adjustment must be made within twenty days from the date the change is ordered together with cost or pricing data sufficient to permit evaluation of such claim.
- 16. ASSIGNMENT** Any assignment of this Order, performance of work hereunder in whole or in part, or monies due or to become due hereunder shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignees of Seller under any assignment not consented to in writing by Buyer.
- 17. SUBCONTRACTING** Seller agrees not to subcontract all or substantially all work on Supplies/Services under this Order without the prior written approval of Buyer.
- 18. RELEASE OF INFORMATION TO PUBLIC** Seller shall not, without prior consent of Buyer, make any release of information concerning this Order (other than to Seller's employees and subcontractors which is required for performance of their duties) nor use the name of Buyer in any advertising or publicity.
- 19. REMEDIES** Rights and remedies of Buyer provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. The UCC applies as adopted in the Commonwealth of Virginia.
- 20. APPLICABLE LAW** This Order shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Virginia without giving effect to the principles of conflicts of laws thereof.
- 21. WAIVER** Failure of Buyer in any one or more instances to insist on performance of any of the provisions of this Order shall in no way be construed to be a waiver of such provisions in the future.
- 22. LIMITATION OF LIABILITY** The Buyer's liability to Seller hereunder shall not, under any circumstances, be greater than the total dollar amount of the Order indicated herein.
- 23. EQUAL OPPORTUNITY** Pursuant to FAR 52.222-26, Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- 24. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS** Pursuant to FAR 52.222-35, Seller agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972, as amended.
- 25. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS** Pursuant to FAR 52.222-36, Seller agrees to comply with the rules, regulations, and relevant Orders of the Secretary of Labor issued under the Rehabilitation Act of 1973 (29 U.S.C. 793), as amended.
- 26. RIGHT TO AUDIT:** FAR 52.215-2 is hereby invoked for all procurements over the simplified acquisition threshold of \$100,000.