

RAYTHEON COMPANY
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

1. SCOPE

This Agreement, dated as of _____, governs the exchange of business documents between _____, a _____ Corporation, with offices at _____ (“Raytheon or Buyer”) and _____, with offices at _____ (“Seller”) through Electronic Data Interchange (“EDI”).

Raytheon Company for purpose of EDI, shall mean the parent company and all its subsidiaries and affiliates; and this agreement covers trading with all companies.

2. PURPOSE

(A) Buyer and Seller will facilitate purchase and sale of goods and services from each other by electronically transmitting and receiving business documents rather than by exchanging paper documents. Buyer and Seller intend that contracts formed by electronically transmitting documents will be as enforceable as contracts formed by exchanging paper documents.

(B) Nothing in this Agreement precludes Buyer and Seller from entering into contracts by exchanging paper documents.

3. SYSTEM OPERATIONS

(A) Each party, at its own expense, will provide and maintain the equipment, software and services necessary to reliably transmit, receive and control documents.

(B) Each party will periodically test and monitor its equipment and software to ensure that it is adequate to reliably transmit, receive and control documents.

4. STANDARDS

Technical operational details necessary to implement the EDI relationship contemplated herein such as defining transaction standards and sets and selection of third party networks shall be mutually agreed upon and followed by the parties in good faith using reasonable efforts.

5. TRANSMISSION

(A) The parties will transmit documents directly (direct dial) or through a third

party value added network (“VAN”) or by other means mutually agreed upon in advance (such as the internet or Web). Either party may modify the electronic communication mechanism upon 30 days written notice.

(B) Each party will be solely responsible for the costs of any communication providers with which it contracts.

(C) Each party will be liable to the other for the acts or omissions of its communication providers while transmitting, receiving, storing or handling documents. If both parties use the same communication provider, the originating party will be liable to the other for the acts or omissions of the communication provider related to that document.

6. SIGNATURES

Use of the Electronic Data Interchange (EDI) will be deemed for all purposes to constitute a “signature” and will have the same effect as a signature on a written document.

7. GARBLED TRANSMISSIONS

If any properly transmitted document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received document) in a reasonable manner. In the absence of such a notice, the originating party’s records of the contents of such document shall control.

8. TRANSACTION SECURITY

Each party is solely responsible for the selection, implementation, and maintenance of appropriate security products, tools, tests and procedures sufficient to meet its requirements for protecting its programs and data from improper access, loss, alteration, or destruction.

9. DOCUMENT RETENTION

Each party will retain all EDI transactions for at least four weeks after concluding each EDI transaction. The parties will also retain EDI transactions to the extent required by contract or applicable law.

10. DOCUMENT RECEIPT AND ACCEPTANCE

No document will give rise to any obligation until it is accessible at the receiving party’s computer. Upon receipt of any document, the receiving party will promptly transmit a functional acknowledgment (i.e., ANSI X12 transaction set

997) in return. A functional acknowledgment will be conclusive evidence that the document has been properly received.

11. PURCHASE ORDER TERMS AND CONDITIONS

All purchase transactions will be subject to Buyer's general and special terms and conditions referenced in the applicable Purchase Order. For any EDI-related matter, the terms of this Agreement take precedence over Buyer's general terms and conditions.

12. DPAS RATED ORDERS

When Buyer includes a DO or a DX rating in a Purchase Order, Seller will comply with FAR 52.211-15 Priorities. Allocations and Allotments, and the following will be deemed to be included in the Purchase Order in full text:

"This is a rated order certified for national defense use. You are required to follow all the provisions of the Defense Priorities and Allocation System regulation (15 CFR Part 700)."

13. ENFORCEABILITY AND ADMISSIBILITY

(A) Any document properly transmitted pursuant to this Agreement will be deemed for all purposes: (1) to be a 'writing' or 'in writing' and (2) to constitute an "original" when printed from electronic records established and maintained in the ordinary course of business.

(B) Any document signed and transmitted pursuant to this Agreement will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the document be in writing or signed. Documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding will be admissible to the same extent as business records maintained in written form.

(C) The conduct of the parties pursuant to this Agreement, including the use of documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement.

14. INCIDENTAL AND CONSEQUENTIAL DAMAGES

Neither party will be liable to the other for any special, incidental or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any transaction set pursuant to this Agreement.

15. NATURE OF AGREEMENT

This Agreement is not a joint venture or partnership agreement. Neither party will have a right or obligation to share profits or losses arising out of the efforts of the other party. This Agreement does not express or imply any commitment to purchase or sell goods or services.

16. MODIFICATION

This Agreement may not be contradicted, modified or supplemented except by a written agreement signed by both parties.

17. APPLICABLE LAW

This Agreement will be governed and construed in accordance with the substantive law of the State in which the P.O. is issued.

18. TERMINATION

Either party may terminate this Agreement by giving the other party 30 days written notice specifying the effective date of termination. Any termination will not alter the rights or duties of the parties with respect to documents transmitted before the effective date of the termination.

19. RELEASE OF INFORMATION

Neither party shall, without securing the prior written consent of the other party, publicly announce the existence of this Agreement, any EDI transactions or network access, or advertise or release any publicity in regard thereto. This provision shall survive termination of this Agreement.

20. CONFIDENTIALITY

Unless otherwise expressly agreed to in writing to the contrary, all information contained in any Document shall be disclosed to Buyer on a non-confidential basis and may be used and/or disclosed by Buyer without restriction.

21. FORCE MAJEURE

No party shall be liable for any failure to perform its obligation in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitations, any mechanical, electronic or communications failure) which prevents

such party from transmitting or receiving any Documents.

22. WARRANTY

Any EDI advice services are provided by Raytheon without warranty of any type. RAYTHEON makes no other warranty.

RAYTHEON SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM ANY EDI ADVICE SERVICES UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF INFORMATION, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. SEVERABILITY

Any provisions of this Agreement which are determined to be invalid or unenforceable will be ineffective to the limited extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

24. ENTIRE AGREEMENT

This Agreement and the Schedules constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

BUYER

SELLER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____