General Terms and Conditions of Purchase
Raytheon Systems Company General Terms Rev. 1 (9/95)

General Provisions

1. Acceptance of Purchase Order
(a) Each Order shall be subject to the terms and conditions hereinafter set forth.
(b) No order or modification of this Purchase Order shall be binding upon Seller unless specifically agreed to in writing by Buyer.
(c) Any terms or conditions herein shall be in addition to the terms and conditions of purchase in force at the date of this Purchase Order, and shall constitute a material amendment of the same.

2. Shipping Instructions
(a) Seller shall be responsible for the proper packaging of materials hereunder.
(b) Seller shall comply with all applicable laws and regulations concerning the transport of goods.
(c) Seller shall ship the materials in accordance with the schedule hereinafter set forth.

3. Inspection, Rejection and Notice of Deficiency
(a) Buyer reserves the right to inspect all materials at any time and place, and may reject any materials which do not conform to the specifications of this Purchase Order.
(b) Buyer may make such tests and inspections as it deems necessary, and may reject any materials which do not conform to the specifications of this Purchase Order.
(c) Buyer may reject any materials which do not conform to the specifications of this Purchase Order, and may withhold payment for such materials.

4. Termination for Convenience
(a) At any time during the performance of this Purchase Order, Buyer may terminate this Purchase Order for the convenience of the government, in whole or in part, by written notice to Seller.
(b) Seller shall deliver to Buyer all materials then on order, at Buyer's expense, and shall be paid for all materials then on order, at the contract price.
(c) Seller shall pay to Buyer all claims and costs reasonably incurred in connection with the termination of this Purchase Order.

5. Seller's Obligations under the Warranty
(a) Seller shall furnish to Buyer all materials and services hereunder with a warranty of fitness for the purpose stated hereinafter.
(b) Seller shall furnish to Buyer all materials and services hereunder with a warranty of non-infringement of any patent, copyright, trade secret, or other proprietary rights.
(c) Seller shall furnish to Buyer all materials and services hereunder with a warranty of compliance with all laws, rules, and regulations.

6. Disputes
(a) Any controversy or claim arising out of or relating to this Purchase Order or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association.
(b) The arbitration裁决 is final and binding on the parties.
(c) The arbitral tribunal shall have the power to award costs and expenses to the prevailing party.

7. Remedies
(a) In the event of any breach of this Purchase Order, Buyer may, at its option, terminate this Purchase Order and purchase the materials elsewhere.
(b) Buyer may, at its option, terminate this Purchase Order and purchase the materials elsewhere.
(c) Buyer may, at its option, terminate this Purchase Order and purchase the materials elsewhere.

8. Proprietary Rights
(a) Seller shall, at Seller's expense, assign to Buyer all rights in and to the materials and services hereunder.
(b) Seller shall, at Seller's expense, assign to Buyer all rights in and to the materials and services hereunder.
(c) Seller shall, at Seller's expense, assign to Buyer all rights in and to the materials and services hereunder.

9. Buyer's Rights
(a) Buyer may, at any time before delivery, inspect the materials and services hereunder.
(b) Buyer may, at any time before delivery, inspect the materials and services hereunder.
(c) Buyer may, at any time before delivery, inspect the materials and services hereunder.

10. Quantity Variations
(a) Seller shall be entitled to receive payment for all materials shipped, regardless of the quantities ordered.
(b) Seller shall be entitled to receive payment for all materials shipped, regardless of the quantities ordered.
(c) Seller shall be entitled to receive payment for all materials shipped, regardless of the quantities ordered.

11. Disputes
(a) Any controversy or claim arising out of or relating to this Purchase Order or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association.
(b) The arbitration裁决 is final and binding on the parties.
(c) The arbitral tribunal shall have the power to award costs and expenses to the prevailing party.

12. Warranty
(a) Seller shall warranty that the products purchased under this Purchase Order, including all software, hardware, system source code or object code, are "Year 2000 Compliant." The products are "Year 2000 Compliant" if 1) the products perform the transition between the twentieth and twenty-first centuries without modification of, or addition to, software and hardware, 2) the products perform the leap year calculations correctly, including recognizing the year 2000 as a leap year, 3) the products accurately process data which is specified or encoded in a specific format and time period with the year 2000, and 4) for the time periods described in (a) above, date and time data are properly exchanged by the applications and systems interfaces.
(b) For the purposes of this section, "Year 2000 Compliant" means that all functionality of a product is maintained or restored, including all software and hardware, system source code or object code, and all data input and output, through, or under Seller in connection with the performance of the purchase order.
(c) Seller shall warrant that the products purchased under this Purchase Order, including all software, hardware, system source code or object code, are "Year 2000 Compliant." The products are "Year 2000 Compliant" if 1) the products perform the transition between the twentieth and twenty-first centuries without modification of, or addition to, software and hardware, 2) the products perform the leap year calculations correctly, including recognizing the year 2000 as a leap year, 3) the products accurately process data which is specified or encoded in a specific format and time period with the year 2000, and 4) for the time periods described in (a) above, date and time data are properly exchanged by the applications and systems interfaces.
RAYTHEON Systems Company Terms and Conditions of Purchase  

When the materials or products furnished are for use in connection with a U.S. Government Department of Defense contract or subcontract, in addition to the General Provisions and the FAR provisions, the following provisions shall apply, as required by the terms of the prime contract or by operation of law or regulation. In the event of a conflict between these DFARS provisions and the General Provisions or the FAR provisions, the DFARS provisions shall control.

The following clauses set forth in the DFARS in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms “Government”, “Contracting Officer” and “Contractor” shall be revised to suitably identify the contracting parties under this purchase order and effect the proper intent of the provision except where further clarified or modified below. “Subcontractor”, however, shall mean “Seller’s Subcontractor” under this purchase order. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

<table>
<thead>
<tr>
<th>Title of Clause</th>
<th>DFARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Disclosure of Information</td>
<td>252.204-7000</td>
</tr>
<tr>
<td>2 Intent to Furnish Precious Metals as Government-Furnished Material</td>
<td>252.208-7000</td>
</tr>
<tr>
<td>3 Restrictions on Employment of Personnel</td>
<td>252.222-7000</td>
</tr>
<tr>
<td>4 Hazard Warning Labels(fill in State where this purchase order will be performed)</td>
<td>252.223-7001</td>
</tr>
<tr>
<td>5 Safety Precautions for Ammunition and Explosives</td>
<td>252.223-7002</td>
</tr>
<tr>
<td>6 Change in Place of Performance - Ammunition and Explosives</td>
<td>252.223-7003</td>
</tr>
<tr>
<td>7 Hazardous Waste Liability</td>
<td>252.223-7005</td>
</tr>
<tr>
<td>8 Prohibition on Storage and Disposal of Toxic and Hazardous Materials</td>
<td>252.223-7006</td>
</tr>
<tr>
<td>9 Safeguarding Sensitive Conventional Arms, Ammunition and Explosives</td>
<td>252.223-7007</td>
</tr>
<tr>
<td>10 Buy American Act and Balance of Payments Program</td>
<td>252.225-7001</td>
</tr>
<tr>
<td>11 Qualifying Country Sources as Subcontractors</td>
<td>252.225-7002</td>
</tr>
<tr>
<td>12 Duty-Free Entry—Qualifying Country End Products and Supplies</td>
<td>252.225-7009</td>
</tr>
<tr>
<td>14 Preference for Certain Domestic Commodities</td>
<td>252.225-7012</td>
</tr>
<tr>
<td>15 Preference for Domestic Specialty Metals (Alt 1)</td>
<td>252.225-7014</td>
</tr>
<tr>
<td>16 Preferences for Domestic Hand or Measuring Tools</td>
<td>252.225-7015</td>
</tr>
<tr>
<td>17 Restriction on Acquisition of Ball and Roller Bearings</td>
<td>252.225-7016</td>
</tr>
<tr>
<td>18 Restriction on Acquisition of Foreign Anchor and Mooring Chain</td>
<td>252.225-7019</td>
</tr>
<tr>
<td>19 Restriction on Acquisition of Polycarbonitrile (PAN) Carbon Fiber</td>
<td>252.225-7022</td>
</tr>
<tr>
<td>20 Restriction on Acquisition of Night Vision Intensifier Tubes</td>
<td>252.225-7024</td>
</tr>
<tr>
<td>21 Restriction on the Acquisition of Forgings</td>
<td>252.225-7025</td>
</tr>
<tr>
<td>22 Restriction on Contingent Fees for Foreign Military Sales (blank is filled in “zero”)</td>
<td>252.225-7027</td>
</tr>
<tr>
<td>23 Exclusionary Policies and Procedures of Foreign Governments</td>
<td>252.225-7028</td>
</tr>
<tr>
<td>24 Preference for U.S. or Canadian Circuit Breakers</td>
<td>252.225-7029</td>
</tr>
<tr>
<td>25 Restriction on Acquisition of Carbon Alloy and Armored Steel Plate</td>
<td>252.225-7030</td>
</tr>
<tr>
<td>26 Secondary Arab Boycott of Israel</td>
<td>252.225-7031</td>
</tr>
<tr>
<td>27 Rights in Technical Data - Noncommercial Items</td>
<td>252.227-7013</td>
</tr>
<tr>
<td>28 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation</td>
<td>252.227-7014</td>
</tr>
<tr>
<td>29 Technical Data - Commercial Items</td>
<td>252.227-7015</td>
</tr>
<tr>
<td>30 Rights in Bid or Proposal Information</td>
<td>252.227-7016</td>
</tr>
<tr>
<td>31 Identification and Assertion of Use, Release, or Disclosure Restrictions</td>
<td>252.227-7017</td>
</tr>
<tr>
<td>32 Validation of Asserted Restrictions - Computer Software</td>
<td>252.227-7019</td>
</tr>
<tr>
<td>33 Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends</td>
<td>252.227-7025</td>
</tr>
<tr>
<td>34 Deferred Delivery of Technical Data or Computer Software</td>
<td>252.227-7026</td>
</tr>
<tr>
<td>35 Deferred Ordering of Technical Data or Computer Software</td>
<td>252.227-7027</td>
</tr>
<tr>
<td>36 Technical Data or Computer Software Previously Delivered to the Government</td>
<td>252.227-7028</td>
</tr>
<tr>
<td>37 Technical Data--Withholding of Payment</td>
<td>252.227-7030</td>
</tr>
<tr>
<td>38 Patents - Subcontracts</td>
<td>252.227-7034</td>
</tr>
<tr>
<td>39 Validation of Restrictive Markings on Technical Data</td>
<td>252.227-7037</td>
</tr>
<tr>
<td>40 Patents – Reporting of Subject Inventions</td>
<td>252.227-7039</td>
</tr>
<tr>
<td>41 Ground and Flight Risk</td>
<td>252.228-7001</td>
</tr>
<tr>
<td>42 Aircraft Flight Risks</td>
<td>252.228-7002</td>
</tr>
<tr>
<td>43 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles</td>
<td>252.228-7005</td>
</tr>
<tr>
<td>44 Supplemental Cost Principles (first tier subcontractors only)</td>
<td>252.231-7000</td>
</tr>
</tbody>
</table>
ORDERS OVER $100,000 ALSO INCLUDE THE FOLLOWING:

51 Special Prohibition on Employment
52 Acquisitions from Subcontractors Subject to On-Site Inspection Under the Intermediate - Range Nuclear Forces (INF) Treaty
53 Reporting of Contract Performance Outside the United States (first tier subcontractors only)
54 Transportation of Supplies by Sea
55 Notification of Anticipated Contract Termination or Reduction

ORDERS OVER $500,000 ALSO INCLUDE THE FOLLOWING:

56 Small, Small Disadvantaged, and Women-owned Small Business Subcontracting Plan

ORDERS OVER $1,000,000 ALSO INCLUDE THE FOLLOWING:

57 Acquisition Streamlining
58 Waiver of United Kingdom Levies
1. When the materials or products furnished are for use in connection with a Government contract or subcontract, in addition to the General Provisions, the following provisions shall apply, as required by the terms of the prime contract or by operation of law or regulation. In the event of a conflict between these FAR provisions and the General Provisions, the FAR provisions shall control.

2. The following clauses set forth in the FAR in effect as of the date of the prime contract are incorporated herein by reference. In all clauses listed herein, the terms “Government,” “Contracting Officer” and “Contractor” shall be read to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. “Subcontractor”, however, shall mean “Seller’s Subcontractor” under this purchase order.

A. APPLICABLE TO ALL ORDERS:

1. Security Requirements 52.204-2
2. Material Requirements 52.211-5
3. Defense Priority and Allocation Requirements 52.211-15
4. Utilization of Small, Disadvantaged and Women-owned Small Business Concerns 52.219-8
5. Notice to the Government of Labor Disputes 52.212-17
7. Ozone Depleting Substances 52.223-11
8. Privacy Act 52.222-1
9. Buy American Act - Supplies 52.222-3
10. Duty-Free Entry 52.225-10
11. Restrictions on Certain Foreign Purchases 52.225-11
12. Authorization and Consent - Alteration I 52.227-1
13. Refund of Royalties 52.227-9
15. Patent Rights-Review by the Contractor (Short Form) 52.227-10
16. Patent Rights-Retention by the Contractor (Long Form) 52.227-12
17. Rights in Data - General 52.227-14
18. Commercial Computer Software-Restricted Rights 52.227-19
19. Insurance on Government Property 52.229-5
20. Industrial Resources Developed Under Defense Production Act Title III 52.231-3
21. Accident Prevention 52.236-13
23. Competition in Subcontracting 52.244-5
24. Subcontracts for Commercial Items and Commercial Components 52.244-6
25. Government Property (Fixed-Price Contracts) "Government" means Government and Buyer
26. Support Tooling - in paragraph (c) "Government" means Government or Buyer
27. Support Tooling - in paragraph (b) "Government" means Government or Buyer
28. Government Property Furnished As Is 52.245-18
29. Preference for U.S.-flag Air Carriers 52.247-03
30. Termination for Convenience of the Government (Fixed-Price) "Government" shall mean Buyer in paragraph (c) the term "45 days" is changed to "90 days" the term "one year" in paragraph (b) is changed to "six months" the term "90 days" in paragraph (k) is changed to "forty-five days.

B. ORDERS OVER $2500 ALSO INCLUDE THE FOLLOWING:

1. Affirmative Action for Workers with Disabilities 52.222-36
2. Affirmative Action for Workers with Disabilities 52.222-44

C. ORDERS OVER $10,000 ALSO INCLUDE THE FOLLOWING:

1. Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era 52.222-37
2. Walsh-Healey Public Contracts Act 52.222-20
3. Equal Opportunity 52.222-26(b)
4. Affirmative Action for Special Disabled and Vietnam Era Veterans 52.222-35

D. ORDERS OVER $100,000 ALSO INCLUDE THE FOLLOWING:

1. Restrictions on Subcontractor Sales to the Government 52.203-6
2. Anti-Kickback Procedures (less paragraph (c)(1)) 52.203-7
3. Limitation on Payments to Influence Certain Federal Transactions 52.203-12
4. Audit and Records - Negotiation 52.215-2
5. Integrity of Unit Prices 52.215-14
6. Contract Work Hours and Safety Standards Act-Overtime Compensation 52.222-4
7. Clean Air and Water 52.223-2
8. Toxic Chemical Release Reporting (less paragraph (a)) 52.223-14
10. Subcontracts (paragraphs (h) and (i) only apply) 52.244-2
11. Preference for Privately Owned U.S.-flag Commercial Vessels 52.247-64
12. Value Engineering 52.248-1

E. ORDERS OVER $500,000 ALSO INCLUDE THE FOLLOWING:

1. Termination of Defined Benefit Pension Plans 52.215-15
2. Revocation or Adjustment of Plans for Post-retirement Benefits other than Pensions (PRB) 52.215-18
3. Notification of Ownership Changes 52.215-19
4. Small, Disadvantaged and Women-owned Small Business Subcontracting Plan 52.219-6

F. UNLESS OTHERWISE EXCEPTED ALSO INCLUDE THE FOLLOWING:

1. Subcontractor Cost or Pricing Data 52.215-12
2. Subcontractor Cost or Pricing Data-Modifications 52.215-13
3. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data 52.215-20
4. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data 52.215-21
5. Administration of Cost Accounting Standards 52.230-6

6. Cost Accounting Standards 52.220-2
7. Disclosure and Consistency of Cost Accounting Standards 52.220-3

G. APPLICABLE TO COST REIMBURSEMENT, TIME & MATERIAL OR LABOR HOUR ORDERS:

1. Facilities Capital Cost of Money 52.215-16
2. Allowable Cost and Payment (cost reimbursement) - Seller agrees to execute assignment documents in order to meet subsection (b)
3. Fixed Fee – applicable if this is a cost plus fixed fee order
4. Incentive Fee – applicable if this is a cost plus incentive fee order
5. Cost Contract - No Fee – applicable if this is a cost no fee order
6. Cost Sharing Contract - No Fee – applicable if this is a cost sharing, no fee order
7. Payment for Overtime Premiums – insert “O”% in paragraph (a) unless indicated otherwise on the face of the order
8. Limitation of Costs (if fully funded) 52.215-22
9. Limitation of Funds (if incrementally funded) 52.215-22
10. Changes - Cost Reimbursement – applicable if this is a cost-reimbursement order
11. Changes - Time and Material or Labor Hours – applicable if this is a time and material or labor hour order
12. Government Property (Cost-Reimbursement, Time and Material or Labor Hour Contracts) “Government” means Government and Buyer
13. Inspection of Supplies (Cost-Reimbursement) - “Contracting Officer” means Buyer’s purchasing representative and “Government” means Buyer and Government (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer”. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government
14. Inspection of Services (Cost-Reimbursement) - “Contracting Officer” means Buyer’s purchasing representative and “Government” means Buyer and Government (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer”. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government
15. Inspection of Time and Material or Labor Hour — “Contracting Officer” means Buyer’s purchasing representative and “Government” means Buyer and Government (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer”. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government
16. Termination (Cost-Reimbursement) - “Government” means Buyer and “Contracting Officer” means Buyer and Government (provided that an inspection system accepted by the Government will be deemed accepted by the Buyer), and where “Government” first appears in paragraph (k) it shall mean “Government and Buyer”. The provisions in this clause for access, right to inspect, safety protection, and relief from liability apply equally to Buyer and the Government

4. Certifications

The offer, by signing its offer, hereby certifies compliance with the following clauses and is, therefore, eligible for award.

A. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 52.203-11 (over $100,000)

B. Certification Regarding Debarment, Suspension, or Proposed Debarment and Other 52.209-5

C. Certification of Non Segregated Facilities (over $10,000) 52.222-21

D. Previous Contracts and Compliance Reports (over $10,000) 52.222-22

E. Clean Air and Water Certification (over $100,000) 52.223-1

F. Certification of Toxic Chemical Release Reporting 52.223-13

5. Additional Clauses:

(A) COST ACCOUNTING STANDARDS (Applicable unless otherwise exempted)

Seller shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide Buyer with copies of all communications between Seller and the Contracting Officer respecting Cost Accounting Standards, FAR 52.230-2 and Administration of Cost Accounting Standards, FAR 52.230-6, provided Seller shall not be required to disclose to Buyer such communications containing information which is privileged and confidential to the Seller. In addition to any other remedies provided by law or under this purchase order, Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense if Buyer is subjected to any liability as a result of the failure of the Seller’s or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

(B) TRUTH IN NEGOTIATIONS

Cost or Pricing Data (applicable only if certified cost or pricing data has been provided)

The clause entitled “Subcontractor Cost or Pricing Data” is a part of this purchase order if the Seller was required to furnish cost and pricing data and a Certificate of Current Cost or Pricing Data for this purchase order. If it was not required to furnish such data and Certificate, the clause entitled “Subcontractor Cost or Pricing Data” is a part of this purchase order. Seller shall update its proposal and re-certify its cost or pricing data whenever costs, factors, or prices change such that cost or pricing data previously furnished is no longer accurate, current, or complete.

1. Indemnification

If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the Buyer or any cost that is reimbursable under said contract is reduced because cost or pricing data

...
furnished by the Seller in connection with any proposal submitted by the Buyer relating to said contract or in connection with this purchase order was not accurate, complete, or current, the Seller shall indemnify the Buyer in the amount of said reduction.

The phrase "cost or pricing data" as used herein shall be deemed to include any such data which related to a lower-tier prospective or actual subcontractor, at any level, which was submitted by the Seller or which it procured by submission of, in connection with the aforesaid proposal or this purchase order in support of its cost estimate.

If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Seller shall be liable and shall pay the Buyer at the time such overpayment is repaid:

i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the date the Buyer is repaid by the Seller at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6821(a)(2); and

ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

2. Cost or Pricing Data for Changes

Prior to the pricing of any change or other modification to this purchase order which involves increases and/or decreases in costs plus applicable profit in excess of $500,000 and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in Federal Acquisition Regulation 15.402-2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.

When required to obtain cost or pricing data from its subcontractors, pursuant to the provisions of this purchase order, Seller shall obtain such data.

"Unless otherwise required by the Buyer.

6. Disputes - Government Contracts

Any reference to the "Disputes clause" in any applicable FAR Clause under paragraph 3 above shall mean this paragraph 6, Disputes - Government Contracts

i. Any dispute arising under this purchase order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with Paragraph (b) below. All other disputes will be resolved by the Section 6, Disputes in the General Terms and Conditions Of Purchase.

ii. 1. Notwithstanding any other provisions in this purchase order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this purchase order—provided that:

a. The Buyer notifies with reasonable promptness the Seller of such decision and
b. The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or
c. If Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.

2. Any decision upon such appeal, when final, shall be binding upon the Seller.

3. The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.

4. The Seller shall indemnify and save harmless from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misrepresentation of fact on the part of Seller.

iii. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under the purchase order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this purchase order.

iv. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any action, including available remedies, it deems appropriate to protect its own interests.

v. As used in this clause, the word "appeal" means an appeal taken under the Contract Disputes Act of 1978, as amended.