1. Acceptance of Purchase Order

Agreement by Seller to furnish the services, or its commencement of such performance, or acceptance of any payment, shall constitute Seller’s unqualified acceptance of this Purchase Order subject to these terms and conditions. In the event that this Purchase Order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions herein contained shall be void and of no effect unless specifically agreed to by Buyer in writing. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer’s Purchasing Representative. These terms and conditions, together with any referenced exhibits, attachments or other documents, constitute the entire agreement between the Parties with respect to the subject matter of this Purchase Order; and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

2. Deliverable Work Product

“Deliverable Work Product” shall mean a document, report, or similar work (including rights therein) created or produced by Seller in connection with the performance of services pursuant to this Purchase Order. In no event will Deliverable Work Product be construed as goods, which are expressly excluded from these Service Terms and Conditions of Purchase.

3. Timely Performance; Notice of Delay;

(a) Time is of the essence and failure to perform in accordance with the schedule under this Purchase Order, if unexcused, shall be considered a material breach of this Purchase Order. No acts of Buyer, including without limitation modifications of this Purchase Order or acceptance of late performance, shall constitute waiver of this provision. Buyer also reserves the right to refuse to make payment on work performed in advance of required schedules until scheduled performance dates.

(b) Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a proposed revised schedule but such notice and proposal or Buyer’s receipt or acceptance thereof shall not constitute a waiver to Buyer’s rights and remedies hereunder.

4. Termination for Convenience

(a) Buyer may, by written notice, terminate this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under the Purchase Order.

(b) In the event of termination for convenience by Buyer, Seller shall be reimbursed for actual, reasonable, substantiated and allocable costs, plus a reasonable profit for work performed to date of termination. Any termination settlement proposal shall be submitted to Buyer promptly, but no later than ninety (90) days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the Purchase Order value. Buyer may take immediate possession of all Deliverable Work Product resulting from services upon written notice of termination to Seller.

5. Termination for Default

(a) Buyer may, by notice in writing, terminate this Purchase Order in whole or in part at any time for (i) breach of any one or more of its terms, (ii) failure to perform the services within the time specified by this Purchase Order or any written extension, (iii) failure to make progress so as to endanger
performance of this Purchase Order, or (iv) failure to provide adequate assurance of future performance. Buyer may also terminate this Purchase Order in whole or in part in the event of Seller’s suspension of business, insolvency, appointment of a receiver for Seller’s property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under the Purchase Order.

(b) In the event of Seller’s default hereunder, Buyer may exercise any or all rights and remedies accruing to it, both at law or in equity, including but not limited to, Seller’s liability for Buyer’s excess re-procurement costs for services.

(c) If this Purchase Order is terminated for default, Buyer may require Seller to transfer title to, and deliver to Buyer, as directed by Buyer, any completed or partially completed Deliverable Work Product. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has an interest.

6. Force Majeure

Except for a default of Seller’s subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above (‘Force Majeure’), then the Party whose performance is so affected shall so notify the other Party’s authorized representative in writing and, at Buyer’s option, this Purchase Order may be completed with such adjustments to delivery schedule as may reasonably be required by the existence of Force Majeure.

7. Disputes and Governing Law

(a) Any controversy or claim that may arise out of or in connection with this Purchase Order shall be submitted in writing to senior management representatives of the Parties for resolution. If the Parties senior management representatives are unable after good faith efforts to settle the dispute to the mutual satisfaction of the Parties within ten (10) business days after the dispute is submitted in writing to the senior management representatives, or such later date as may be agreed in writing by the Parties, either Party may submit the dispute to a court of competent jurisdiction. To the extent permitted by applicable law, the parties waive any right they may have to a trial by jury. Notwithstanding the above, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction at any time.

(b) Pending resolution or settlement of any dispute arising under this Purchase Order, Seller will proceed diligently as directed by Buyer with the performance of this Purchase Order. Irrespective of the place of performance, this Purchase Order shall be governed and construed in accordance with the laws of the State within the United States from which this Purchase Order is issued by Buyer, without regard to its conflicts of laws provisions, except that any provision 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 United States Government. The provisions of the “United Nations Convention on Contracts for International Sale of Goods” shall not apply to this Purchase Order, including any amendments or changes to this Purchase Order.
8. Remedies

(a) Except as otherwise provided herein, the rights and remedies of both Parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either Party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

(b) Buyer shall be entitled at all times to set off any amount owing at any time from Seller or any of its affiliated companies to Buyer, against any amount payable at any time by Buyer or any of its affiliated companies to Seller.

9. Proprietary Rights

(a) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, all specifications, information, data, drawings and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction.

(b) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, all specifications, information, data, drawings, and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer or obtained by Seller in performance of this Purchase Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of this Purchase Order.

(c) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, any invention or intellectual property first made or conceived by Seller in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer; and Seller shall execute such documents necessary to perfect Buyer's title thereto. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, any work performed pursuant to this Purchase Order which includes any copyright interest shall be considered a "work made for hire". Subject to Paragraph 9(d) below, to the extent any of such works do not qualify as a "work made for hire", Seller hereby assigns to Buyer all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium.

(d) Applicable U.S. Government Procurement Regulations incorporated into this Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section 9 to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractors rights in Technical Data, subject inventions, copyrights, and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.

10. Buyer’s Property

(a) All drawings, tools, jigs, dies, fixtures, materials, and other property supplied by Buyer shall be and remain the property of Buyer; and if Seller fails to return such property upon Buyer’s demand, Buyer
shall have the right, upon reasonable notice, to enter Seller’s premises and remove any such property at any time without being liable for trespass or damages of any sort.

(b) All such items shall be used only in the performance of work under this Purchase Order unless Buyer consents otherwise in writing.

(c) Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller shall be responsible for all loss or damage to said property except for normal wear and tear.

(d) Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss or damage.

(e) Seller shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Buyer’s property.

11. Release of Information

Seller shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use the Raytheon Company name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content or for goods or service endorsement without prior written approval of Buyer.

12. Order of Precedence

(a) In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall, subject to Section 9(d) above, be resolved by the following descending order of preference: 1. Order-specific provisions provided in full text on the Purchase Order; 2. Documents incorporated by reference on the Purchase Order which apply to the Purchase Order as a whole and not to a specific line item therein; 3. These Service Terms and Conditions of Purchase and Supplements thereto; 4. Statement of Work; and 5. Specifications attached hereto or incorporated by reference (see Paragraph 12(b) below).

(b) Buyer’s specifications, including but not limited to Raytheon Quality Notes (see http://qnotes.raytheon.com/), shall prevail over those of the United States Government, and both of the foregoing shall prevail over specifications of Seller. In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this Purchase Order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

13. Warranty

(a) Seller warrants that no goods will be delivered pursuant to this Purchase Order. Seller further warrants that the performance of work and services shall conform with the requirements of this Purchase Order and to high professional standards. All warranties in this Purchase Order shall survive inspection, test, final acceptance and payment.

(b) These warranty entitlements shall inure to the benefit of both Buyer and Buyer’s customers. As used in this Purchase Order, Buyer’s customer(s) shall include its direct and indirect customers such as direct sale end-users, higher-tier subcontractors, prime contractors and the ultimate user under relevant prime contract(s).

(c) Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer’s election,
including, but not limited to, either the prompt correction of the defective services at no cost or reimbursement of the amounts paid for such services. Services required to be corrected, repaired or replaced shall be subject to this Section and the Inspection Section of this Purchase Order in the same manner and to the same extent as services originally performed under this Purchase Order, but only as to the corrected service thereof. Seller shall promptly comply with Buyer’s direction to successfully correct the defective or nonconforming service.

14. Inspection

(a) All services or Deliverable Work Product shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer’s customer before, during and after performance. Buyer may require Seller to promptly (i) correct the defective services or Deliverable Work Product at no cost or (ii) reimburse the amounts paid for such services. Buyer’s acceptance of services or Deliverable Work Product shall not be deemed to diminish Buyer’s rights or be final or binding on Buyer if latent defects, fraud, or misrepresentation on the part of Seller exists.

(b) If inspection and test are made on the premises of Seller or Seller’s lower-tier subcontractors, Seller shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Section are supplementary to and not in lieu of the provisions of Paragraph 14 (a) above.

(c) Neither Buyer’s inspection nor Buyer’s failure to inspect shall relieve Seller of any responsibility to perform according to the terms of this Purchase Order.

15. Changes

(a) Buyer shall have the right by written notice to suspend or stop work or to make changes from time to time in the services to be rendered by Seller hereunder or the schedule. If such suspension, stoppage or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Paragraph 15(a) must be asserted in writing within twenty (20) days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse Seller from proceeding with this Purchase Order as changed pending resolution of the claim.

(b) Information, advice, approvals or instructions given by Buyer’s technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer’s and Seller’s rights and obligations hereunder unless set forth in a writing which is signed by Buyer’s Purchasing Representative and which states it constitutes an amendment or change to this Purchase Order.

16. Infringement

Seller warrants that all services and Deliverable Work Product provided by Seller pursuant to this Purchase Order, which are not of Buyer’s design, shall be free from claims of infringement (including misappropriation) of third party intellectual property rights and that any use or sale of such Deliverable Work Product by Buyer or any of Buyer’s customers shall be free from any claims of infringement. Seller shall indemnify and save Buyer, and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys’ fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller, hereby, agrees to defend, at Seller’s expense, if requested to do so by Buyer. Seller may replace or modify infringing Deliverable Work Product with comparable Deliverable Work Product acceptable to Buyer of substantially the same
form, fit, and function so as to remove the source of infringement, and Seller’s obligations under this Purchase Order including those contained in Section 13 and in this Section 16 shall apply to the replacement and modified Deliverable Work Product. If the use or sale of any of the above Deliverable Work Product is enjoined as a result of such claim, suit or action, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said Deliverable Work Product.

17. Taxes

Unless this Purchase Order specifies otherwise, the price of this Purchase Order includes, and Seller is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs and exactions imposed on or measured by this Purchase Order except for applicable sales and use taxes that are separately stated on Seller’s invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption. To the extent that Buyer is required to do so under applicable law or tax regulations, Buyer may deduct from any payments due to Seller pursuant to this Purchase Order such taxes as Buyer is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Buyer provides Seller with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

18. Assignments, Subcontracting, Organizational Changes, and Independent Contractor

(a) Seller may not assign any rights, delegate any of its obligations due or to become due under this Purchase Order, or subcontract all or substantially all of its obligations under this Purchase Order, without the prior written consent of Buyer. Any purported assignment, delegation, or subcontracting by Seller without such consent shall be void. Buyer may assign this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) Buyer’s customer.

(b) Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name or ownership changes, mergers or acquisitions.

(c) In connection with Seller services hereunder, Seller is an independent contractor and this Purchase Order does not create an agency, partnership, or formal business relationship of any kind between Buyer and Seller or between Buyer and Seller’s employees. All Seller personnel providing services under this Purchase Order are deemed employees of Seller. Seller has no authority to bind Buyer or to commit Buyer to any obligation or liability. Seller, as an independent company contracting to Buyer, shall be responsible for all taxes, fees, licenses or other legal or governmental requirements for the work and its employees performing services under this Purchase Order.

19. Compliance with Law

(a) Seller warrants that the services and Deliverable Work Product to be delivered under this Purchase Order shall be in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations, including but not limited to all U.S. laws and regulations of Seller’s place of performance, and applicable international prohibitions on child labor. Seller certifies that with respect to the services and Deliverable Work Product covered by this Purchase Order, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable. Seller acknowledges that its actions may subject it and Buyer to liability under the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the “FCPA”), and/or the anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this Purchase Order (together and individually hereinafter referred to as the “Anti-Corruption Requirements”). Seller warrants that it is familiar with the prohibitions under the Anti-Corruption Requirements, and that neither Seller nor any of its principals, consultants, subcontractors, shareholders, directors, officers, employees or agents has performed or will
perform any act which Buyer reasonably believes would constitute a violation of the Anti-Corruption Requirements or which Buyer reasonably believes would cause Buyer to be in violation of the Anti-Corruption Requirements, or present a credible risk, as determined by Buyer, of a violation of the Anti-Corruption Requirements. If at any time Seller becomes aware of information or circumstances that suggest any of the representations, warranties, and covenants referenced in this Section 19 may not be accurate, it shall notify Buyer immediately in writing, but not more than seven (7) days after becoming aware of such circumstances.

(b) Seller warrants that all services and Deliverable Work Product under this Purchase Order are in conformance with the latest Occupational Safety and Health Act of 1970 (OSHA) requirements.

(c) Seller warrants that in the performance of this Purchase Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations.

(d) Seller warrants that it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

(e) For Purchase Orders placed in support of and charged to a U.S. Government (“Government”) Prime Contract or subcontract thereunder procuring an item meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, the following clauses set forth in the FAR or the Defense Federal Acquisition Regulation Supplement (DFARS) in effect as of the date of the prime contract or higher-tier subcontract are incorporated herein by reference as if set forth in full text unless made inapplicable by its corresponding note, if any. In all clauses listed herein terms shall be revised to suitably identify the party to establish Seller’s obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term “Government” and equivalent phrases shall mean “Buyer”, the term “Contracting Officer” shall mean “Buyer’s Purchasing Representative”, the term “Contractor” or “Offeror” shall mean “Seller”, “Subcontractor” shall mean “Seller’s Subcontractor” under this Purchase Order, and the term “Contract” shall mean this “Purchase Order”. For the avoidance of doubt, the words “Government” and “Contracting Officer” do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.

A. THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER ALL GOVERNMENT CONTRACTS:

1. **52.203-7** “Anti-Kickback Procedures” (Excepting paragraph (c)(1))(Applicable to Purchase Orders that exceed $150,000 or the dollar threshold in effect as of the date of the prime contract.)

2. **52.203-12** “Limitation on Payments to Influence Certain Federal Transactions” (Applicable to Purchase Orders exceeding $150,000 or the dollar threshold in effect as of the date of the prime contract.)

3. **52.203-13** “Contractor Code of Business Ethics and Conduct” (Applicable to Purchase Orders (i) that have a value more than $5,000,000 or the dollar threshold in effect as of the date of the prime contract; and (ii) that have a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of “agency office of the Inspector General” and
“Contracting Officer” does not change, in Paragraph (b)(3)(ii) the meaning of “Government” does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of “OIG of the ordering agency”, “IG of the agency” “agency OIG” and “Contracting Officer” do not change.)

4. 52.203-17 “Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights” (Applicable to Purchase Orders over the simplified acquisition threshold under prime contracts awarded by civilian agencies other than NASA and the Coast Guard.)

5. 52.204-10 “Reporting Executive Compensation and First-Tier Subcontract Awards” (Applicable to Purchase Orders (i) of $25,000 or more or (ii) the dollar threshold in effect as of the date of the prime contract and when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)

6. 52.209-6 “Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment” (Applicable to Purchase Orders exceeding $30,000 or the dollar threshold in effect as of the date of the prime contract.)

7. 52.215-22 “Limitations on Pass-Through Charges – Identification of Subcontract Effort” (Applicable to solicitations for Purchase Orders that will incorporate FAR clause 52.215-23 or 52.215-23 Alt I.)

8. 52.215-23 & Alt I “Limitations on Pass – Through Charges” (Include Alternate I if it is Included in the prime contract) (Under other than DoD prime contracts, applicable to time and material and labor hour Purchase Orders that exceed the simplified acquisition threshold; and under DoD prime contracts, applicable to time and material, labor hour, and fixed price Purchase Orders, except those identified in FAR 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.)

9. 52.219-8 “Utilization of Small Business Concerns”

10. 52.222-17 “Nondisplacement of Qualified Workers” (Applicable to Purchase Orders over the simplified acquisition threshold when services are to be performed by Seller (1) under service contracts, as defined at 22.001, (2) that succeed purchase orders for performance of the same or similar work at the same location and (3) that are not exempted by 22.1203-2 or waived in accordance with 22.1203-3. Seller to furnish information needed by Buyer to comply with paragraphs d and e of this clause.)

11. 52.222-21 “Prohibition of Segregated Facilities” (Applicable to Purchase Orders exceeding $10,000 or the dollar threshold in effect as of the date of the prime contract.)

12. 52.222-26 “Equal Opportunity” (Applicable to Purchase Orders exceeding $10,000 or the dollar threshold in effect as of the date of the prime contract.)

13. 52.222-35 “Equal Opportunity for Veterans” (Applicable to Purchase Orders of $100,000 or more, or the dollar threshold in effect as of the date of the prime contract.)

14. 52.222-36 “Affirmative Action for Workers with Disabilities” (Applicable to Purchase Orders exceeding $15,000 or the dollar threshold in effect as of the date of the prime contract.)

15. 52.222-37 “Employment Reports on Veterans” (Applicable to Purchase Orders of $100,000 or more, or the dollar threshold in effect as of the date of the prime contract.)

16. 52.222-40 “Notification of Employee Rights Under the National Labor Relations Act” (Applicable to Purchase Orders that exceed $10,000 or the dollar threshold in effect as of the date of the prime contract and are issued under prime contracts resulting from Solicitations issued after December 12, 2010.)

17. 52.222-41 “Service Contract Labor Standards” (Applicable to Purchase Orders that are subject to the Service Contract Labor Standards statute.)
18. **52.222-50 & Alt I** “Combating Trafficking in Persons” (Alternate I is applicable to Purchase Orders if it is included in the prime contract.)

19. **52.222-54** “Employment Eligibility Verification” (Applicable to Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than $3,000 or the dollar threshold in effect as of the date of the prime contract; and (iii) includes work performed in the United States.)

20. **52.222-55** “Minimum Wages Under Executive Order 13658” (Applicable to Purchase Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)

21. **52.225-26** “Contractors Performing Private Security Functions Outside the United States” (Applicable to Purchase Orders issued under (i) DoD contracts that will be performed in areas of contingency operations, combat operations, as designated by the Secretary of Defense, or other significant military operations, as designated by the Secretary of Defense upon agreement of the Secretary of State or (ii) non-DoD contracts that will be performed in areas of Combat operations, as designated by the Secretary of Defense, or other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.)

22. **52.232-39** “Unenforceability of Unauthorized Obligations”

23. **52.232-40** “Providing Accelerated Payments to Small Business Subcontractors” (Applicable to Purchase Orders awarded after December 26, 2013 to small business when Buyer receives Accelerated Payments under its prime contract.)

24. **52.244-6** “Subcontracts for Commercial Items”

25. **52.247-64** “Preference for Privately Owned U.S.-Flag Commercial Vessels”

**B. THE FOLLOWING DFARS CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER DoD CONTRACTS:**

1. **252.203-7002** “Requirement to Inform Employees of Whistleblower Rights”

2. **252.204-7012** “Safeguarding of Unclassified Controlled Technical Information” (Applicable to Purchase Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)

3. **252.204-7012** “Safeguarding Covered Defense Information and Cyber Incident Reporting” (Applicable to Purchase Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)

4. **252.204-7012** “Safeguarding Covered Defense Information and Cyber Incident Reporting” (DEVIATION 2016-O0001) (Applicable to Purchase Orders under DoD contracts awarded after October 7, 2015.)

5. **252.204-7015** “Disclosure Of Information To Litigation Support Contractors”

6. Reserved

7. **252.223-7008** “Prohibition of Hexavalent Chromium” (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials.)

8. Reserved

9. Reserved

10. Reserved

11. Reserved
12. Reserved
13. Reserved
14. Reserved
15. 252.225-7048 “Export-Controlled Items”
16. 252.227-7013 “Rights in Technical Data Noncommercial Items” (Applicable whenever any technical data for commercial items developed in part at Government expense will be provided for delivery to the Government under this Purchase Order.)
17. 252.227-7015 “Technical Data – Commercial Items” (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government.)
18. 252.227-7037 “Validation of Restrictive Markings on Technical Data” (Applicable to Purchase Orders requiring the delivery of technical data.)
19. 252.239-7010 “Cloud Computing Services” (Applicable to Purchase Orders that involve or may involve cloud services)
20. 252.239-7018 “Supply Chain Risk” (Applicable to Purchase Orders involving the development or delivery of any information technology under DoD contracts awarded after November 18, 2013.)
21. 252.244-7000 “Subcontracts for Commercial Items and Commercial Components (DoD Contracts)”
22. 252.246-7003 “Notification of Potential Safety Issues” (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.)
23. Reserved
24. 252.247-7023 “Transportation of Supplies by Sea”
25. 252.247-7024 “Notification of Transportation of Supplies by Sea”

(f) Seller warrants that it has and shall maintain all registrations and licenses and shall obtain permits all as required to perform the work hereunder.

(g) Seller further agrees to defend, indemnify and save Buyer harmless from any loss, damage, fine, penalty, or expense whatsoever that Buyer may suffer as a result of Seller’s failure to comply with the warranties and certifications in this Section 19. The foregoing is in addition to and not in mitigation of any other requirements of this Purchase Order.

20. Responsibility and Insurance

(a) Seller shall maintain, and cause its subcontractors to maintain, the insurance coverages that are specified as required in this Purchase Order or, if none are specified, the following minimum insurance coverage and limits: Statutory Workers’ Compensation coverage and Employers’ Liability with a limit of $500,000; Commercial General Liability (including bodily injury and property damage, products / completed operations coverage and contractual liability coverage) with a limit of $1,000,000 per occurrence. When applicable to Seller’s performance on the Purchase Order, Seller shall also maintain, and cause its subcontractors to maintain, (i) Automobile Liability coverage with a limit of $1,000,000 per accident; and (ii) Professional Liability covering the services provided by Seller under this Purchase Order. Upon Buyer's request, Seller shall (i) provide Buyer with certificates of insurance evidencing required insurance, (ii) arrange for a waiver of subrogation
in favor of Buyer and/or (iii) in the case of the Commercial General Liability and Automobile Liability policies direct that Buyer be added as an additional insured.

(b) If work is to be performed on premises owned or controlled by Buyer, then Seller shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer or Buyer's customer. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Purchase Order.

21. Indemnity Against Claims

(a) Seller shall keep its work hereunder and Buyer premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

(b) Seller shall, without limitation, indemnify and save Buyer and its customer(s) and their respective officers, directors, employees and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws or other equivalent laws in Seller's country) and resulting costs, expenses (including attorney fees and costs) and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the services performed by Seller pursuant to this Purchase Order, including, without limitation, latent defects in such Deliverable Work Product and services, except to the extent that such injury, death, loss or damage is caused solely and directly by the negligence of Buyer, and (ii) all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its subcontractors.

22. Currency and Offsets

(a) Payment will be in United States dollars unless otherwise agreed to by specific reference in this Purchase Order.

(b) Seller agrees to identify and retain for Buyer's use any rights to offset credits generated by its suppliers and subcontractors arising out of or resulting from this Purchase Order. Seller shall provide a copy of each purchase order or subcontract placed with a foreign source under this Purchase Order in support of Buyer's rights to offset credit. Seller shall execute all necessary documents to evidence Buyer's right to use or assign any offset credits. Buyer reserves the right to assign offset credits generated through Seller's efforts under this Purchase Order to third parties. Seller shall include the substance of this Paragraph 22(b), in favor of Buyer, in its subcontracts issued at all tiers pursuant to this Purchase Order.

23. Export/Import Controls

(a) Seller hereby certifies that it will comply with U.S. export and import controls laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR") (22 CFR 120 et seq.), the Export Administration Regulations ("EAR") (15 CFR Part 730-774), the regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (31 CFR Part 500-598), the regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") found in 27 CFR Chapter II, and all other applicable U.S. Government regulations relating to the importation of goods into the United States (including, but not limited to, the regulations administered by the U.S. Customs and Border Protection ("CBP") at 19 CFR 0 et seq. and other import regulations promulgated by other U.S. agencies which may be enforced by CBP)(collectively "U.S. export and import control laws and regulations"). If Seller engages in the United States in the business of either manufacturing, exporting, or brokering in ITAR-controlled defense articles or furnishing ITAR-controlled defense services, Seller hereby certifies that it has registered with the U.S. Department of State Directorate
of Defense Trade Controls ("DDTC").

(b) Seller shall control the disclosure, export, reexport, transfer and retransfer of, and access to, any hardware, software, controlled technical data, technology, and/or services (collectively referred to as "items") received under this Purchase Order to ensure that any such disclosure, export, reexport, transfer or retransfer is undertaken in accordance with U.S. export control laws and regulations. Seller agrees that no controlled items provided by Buyer in connection with this Purchase Order shall be provided to any person or entity unless the transfer is expressly permitted by a U.S. Government license or other authorization, or is otherwise in accordance with applicable laws and regulations. It shall be the responsibility of Seller to be cognizant of (including by requesting such information from Buyer if needed) the proper jurisdiction and classification under the ITAR and/or EAR of the items provided by Buyer prior to any release to a third party, including foreign affiliates or employees. If a final jurisdiction and classification determination for items provided by the Buyer has not been provided, Seller cannot export or otherwise release the information to a foreign person until a final jurisdiction and classification is approved by Buyer and any applicable export authorizations are obtained. For items subject to the ITAR, this responsibility includes Seller’s cognizance of the ITAR controls applicable to any technical data or defense service furnished to Seller by Buyer, including when exported to Seller from the United States in furtherance of Buyer’s technical assistance, manufacturing license agreement or other ITAR authorization prescribing ITAR jurisdiction of any defense article which may be produced or manufactured by Seller from such technical data or defense service.

(c) Seller shall notify Buyer if any deliverable (including technical data, technology, and/or services) under this Purchase Order, for which the Seller is the design authority, is subject to U.S. export and import controls laws and regulations described in Paragraph 23(a). Before providing Buyer any deliverable (including technical data, technology, and/or services) subject to the EAR or the ITAR, Seller shall provide in writing to the Buyer’s Procurement Representative the export classification of any such deliverable, including the export classification of any:

i. dual use technology subject to the EAR, including any embedded ITAR-controlled or EAR 500 or 600 series’ technology;

ii. technical data, controlled by the ITAR;

iii. technology controlled by the EU List of Dual Use Items or by other applicable national export control lists.

Subsequent to the initial disclosure above, Seller shall timely notify the Buyer’s Procurement Representative in writing of any changes to the export classification information of the controlled data or service. Seller represents that an official authorized to bind the Seller has determined that the Seller or the designer, manufacturer, supplier or other source of the deliverable has properly determined their export classification.

(d) Seller hereby warrants that neither Seller, nor any parent, subsidiary, affiliate, or lower-tier subcontractor is listed on any Restricted Party List of an agency of the U.S. Government, any applicable non-U.S. Government, or international organization, or any applicable state, local government, or municipality, nor are their export privileges denied, suspended or revoked. For purposes of this provision, "Restricted Party List" is defined to include the U.S. Government’s Denied Persons List, Unverified List, Entity List, Nonproliferation Sanctions List, AECA Debarred List, Specially Designated Nationals (SDN) List, Sectoral Sanctions Identifications (SSI) List, Foreign Sanctions Evaders List, Excluded Parties List, or Palestinian Legislative Council (PLC) List, or other similar lists issued by the U.S. Government or a non-U.S. government, or international organization, or any state or local government, or municipality that relates to export controls, economic sanctions, or anti-corruption. Seller shall immediately notify Buyer if Seller, or any parent, subsidiary, affiliate, or lower-tier subcontractor is added to any such Restricted Party List or if any of their export privileges become denied, suspended, or revoked. Seller shall not deal with any
Restricted Party in relation to this purchase order. Seller shall notify Buyer of any known or suspected violations of export or import control laws or regulations related to any Restricted Party involving this purchase order, or the initiation or existence of any U.S. Government investigation into same.

(e) If the technical data and/or technology provided by Seller originate from a foreign location, the technical data and/or technology may also be subject to the export and import control laws and regulations of the country in which the technical data and/or technology originates. Seller shall abide by all applicable export and import control laws and regulations of that originating country. Seller also shall be responsible for complying with any laws or regulations governing the importation of the technical data and/or technology into the United States.

(f) Seller agrees to provide Buyer with information necessary for Buyer to seek any necessary export and/or import authorizations, or to ensure or confirm compliance with U.S. and other applicable export / import controls laws and regulations.

(g) Where Buyer transfers items to Seller under a U.S. Government export authorization, Seller shall promptly notify Buyer of (1) any changed circumstances that may require Buyer to seek a new authorization, or a revision or amendment to an existing authorization, or that may impact Seller's ability to perform under this contract (including but not limited to a change in name or ownership, the desired addition of a non-U.S. dual or foreign national employee, or the desired addition of a new subcontractor and/or affiliate), or (2) any known or suspected violations of export or import control laws or regulations, or the initiation or existence of any U.S. Government investigations into same. Seller shall comply with requests from Buyer for additional information regarding any such changed circumstances, known or suspected violations, or U.S. Government investigations.

(h) If this Purchase Order forms the whole or a part of a sale by Buyer of defense articles or defense services being sold in support of a Foreign Military Sale or commercially to or for the use of the armed forces of a foreign country or international organization, Seller shall upon acceptance of this Order, or within ten (10) days of being requested by Buyer to do so, with respect to all Purchase Orders received by the Seller's legal entity to date in relation to the Raytheon Customer Contract or Solicitation Number related to the Purchase Order, complete IN-009 "International Traffic in Arms Regulations Certificate and Reporting of Political Contributions, Fees or Commissions," available at http://www.raytheon.com/suppliers/supplier_resources/ in furtherance of the requirements stipulated in Part 130 of the ITAR, 22 C.F.R. §§130.9 and 130.10.

(i) Seller shall not engage in any subcontracts relating to this Purchase Order except in accordance with the terms and conditions of Section 18, Assignments, Subcontracting, Organizational Changes, and Place of Manufacture, and as compliant with U.S. export and import controls laws and regulations, and any authorizations granted thereunder. If Seller is authorized by Buyer to engage in subcontracting for procurements related to this Purchase Order, Seller shall incorporate into its subcontracts the provisions of Section 23 requiring compliance with U.S. and other applicable export and import control laws and regulations.

(j) When Seller is authorized to use a non-U.S. lower tier subcontractor in support of its domestic performance under this Purchase Order, Seller is responsible for complying with all relevant import laws and regulations to the extent consistent with U.S. law.

(k) Where Seller is a recipient of any items received pursuant to a U.S. export license, Technical Assistance Agreement ("TAA"), Manufacturing License Agreement ("MLA"), or other export authorization, Seller will abide by all provisos, requirements, and restrictions related to the applicable authorization. Seller will provide to Buyer accurate and complete records relating to all activities for which such records are required under TAAs and MLAs, such as but without limitation (i) Non-disclosure Agreements for sublicensees, (ii) Nontransfer and Use Certificates (DSP-83) for
exports of Significant Military Equipment or classified equipment or technical data, and (iii) sales data to support annual sales reports. Seller will immediately notify Buyer of any change in circumstance that may require an amendment to an existing authorization or the obtaining of a new authorization. Buyer shall not be responsible for delays in U.S. import or export of controlled items supplied hereunder by Buyer resulting from a lack of necessary documentation from Seller or Seller’s country.

(l) Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of non-U.S. or U.S. export or import control laws and regulations, by Seller, its officers, employees, agents, Sellers or subcontractors at any tier.

24. Severability

If any provision of this Purchase Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.

25. Standards of Business Ethics and Conduct; No Solicitation

(a) By the acceptance of this Purchase Order, Seller represents that it has not participated in any conduct in connection with this Purchase Order that violates the Raytheon Code of Conduct (available at http://www.raytheon.com/ourcompany/ourculture/code/ ) or, alternatively, equivalent Business Ethics and Conduct Standards of Seller. If, at any time, Buyer determines that Seller is in violation of the applicable Standards of Business Ethics and Conduct, Buyer may cancel this Purchase Order upon written notice to Seller and Buyer shall have no further obligation to Seller.

(b) Except as may be agreed in writing during the term of this Purchase Order, or for twelve (12) months after its termination or expiration, neither Buyer nor Seller will solicit directly or indirectly for employment or employ any person then employed (or who was employed within the preceding twelve (12) months) by the other party or an affiliate of the other party, who has been involved in the activities to which the Purchase Order relates.

26. Priority Rating

If so identified, this Purchase Order is a “rated order” certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

27. Survivability

Seller’s obligations that by their very nature must survive expiration, termination or completion of this Purchase Order, including but not limited to obligations under the Termination for Convenience, Termination for Default, Proprietary Rights, Release of Information, Warranty, Infringement, Compliance with Law, Responsibility and Insurance, Indemnity Against Claims, Export/Import Controls, Electronic Transmissions, and Buyer’s Access to Seller Records and Facilities provisions of this Purchase Order, shall survive expiration, termination or completion of this Purchase Order.
28. Electronic Transmissions

(a) The Parties agree that this Purchase Order, if transmitted electronically and the electronic signatures thereon are authenticated; that neither Party shall contest the validity of such on the basis that this Purchase Order was electronically transmitted or contains an electronic signature.

(b) Seller shall, at Buyer's request and Seller's expense, send and receive business transactions by electronic means using Web-based technologies. Such Web-based technologies for electronic transmissions may include, but not be limited to: (a) email; (b) the Internet directly between Buyer and Seller; (c) electronic marketplace or portal (“EXOSTAR”); and (d) Buyer's current and future electronic data interchange (“EDI”) systems. When using either EXOSTAR or Buyer’s EDI systems the standard terms and conditions which may be a part of such systems shall be supplemented by, and superseded to the extent inconsistent with, these Service Terms and Conditions of Purchase.

29. Buyer’s Access to Seller Records and Facilities

Seller shall maintain general records relating to this Purchase Order for a minimum period of four years of final delivery of Deliverable Work Product and completion of services pursuant to this Purchase Order or for such longer period as required by statute or as may be specified elsewhere in this Purchase Order. In order to assess Seller’s work quality, conformance with Buyer’s specifications and compliance with this Purchase Order, and Seller’s overall financial condition, Buyer or its authorized agents and representatives shall have the right at any time during normal business hours of Seller and with adequate notice to Seller to inspect all relevant (i) records relating to any of Seller’s obligations under this Purchase Order, (ii) furnished property, and (iii) required tooling.