

TP-STATEMENTS LIST (08/20)

[Note: Previous Issues are located at Buyer's Web Site (see TP-453) under Archives]

[This lead in paragraph together with the suggested uses in []s under each title are for Supplier Manager use only. These TP statements include, but are not limited to, those referenced in Supplier Manager's local directives. They are to be used as prescribed therein or as otherwise deemed appropriate. Where TP statements contain blanks, the required fill-in information must be included in the purchase order.]

TP-025 (08/20) NOTIFICATION OF RAYTHEON RETIREE OR FORMER GOVERNMENT EMPLOYEE
[use for any purchase order that include the performance of services]

SELLER SHALL NOTIFY BUYER IN WRITING PRIOR TO THE ACCEPTANCE OF THE PURCHASE ORDER IF THE SELLER OR SELLER'S EMPLOYEE(S) DIRECTLY PERFORMING REQUESTED SERVICES IS A RETIRED RAYTHEON EMPLOYEE.

ADDITIONALLY, SELLER SHALL ENSURE THAT EACH EMPLOYEE, AGENT OR REPRESENTATIVE OF SELLER WHO IS A FORMER US GOVERNMENT EMPLOYEE AND IS ASSIGNED BY SELLER TO PARTICIPATE IN THE ACTIVITIES UNDER THIS PURCHASE ORDER:

- (A) HAS CONFIRMED IN WRITING THAT THEY UNDERSTAND THAT THEY ARE BOUND BY 18 USC § 207, AND WILL PROMPTLY DISCLOSE TO SELLER ANY CONCERNS RELATED TO THEIR INDIVIDUAL COMPLIANCE WITH 18 USC § 207; AND**
- (B) IS NOT ASSIGNED TO ANY ACTIVITY THAT INVOLVES REPRESENTING BUYER TO THE US GOVERNMENT IN ANY PARTICULAR MATTER IN WHICH HE OR SHE WAS INVOLVED PERSONALLY AND SUBSTANTIALY AS A GOVERNMENT EMPLOYEE. THIS PROVISION DOES NOT PROHIBIT BEHIND-THE-SCENES ASSISTANCE. THE TERMS "PERSONALLY AND SUBSTANTIALY" AND "BEHIND-THE-SCENES" AS USED HEREIN HAVE MEANINGS AS DEFINED IN 18 USC § 207.**

SELLER AGREES TO PROVIDE PROMPT NOTICE TO BUYER OF ANY CONCERNS IDENTIFIED BY SELLER OR ANY OF SELLER'S EMPLOYEES, AGENTS OR REPRESENTATIVES UNDER THE FOREGOING PROVISION.

TP-030 (01/15) CLOSURE OF COST/T&M TYPE ORDERS
[use to closeout CR or T&M orders - such orders require Seller's execution of the exhibit]

THIS ORDER IS CLOSED. NO FURTHER WORK MAY BE PERFORMED OR BILLED. THE VALUE ON THIS CHANGE NOTICE CONSTITUTES FULL PAYMENT FOR COMPLETION AND SELLER'S EXECUTED ASSIGNMENT AND RELEASE DOCUMENT IS INCORPORATED HEREIN.

TP-039 (09/16) LETTER SUBCONTRACT

[Use when issuing a Letter Subcontract through the PRISM/SAP system, or equivalent.] **BY ACCEPTANCE OF THIS LETTER SUBCONTRACT, SELLER AGREES TO IMMEDIATELY COMMENCE PERFORMANCE OF ALL ACTIVITIES NECESSARY TO DELIVER THE GOODS AND/OR SERVICES BEING PROCURED UNDER THIS LETTER SUBCONTRACT, AND TO COMMENCE NEGOTIATIONS PROMPTLY AND IN GOOD FAITH WITH BUYER FOR PURPOSES OF EXECUTING A DEFINITIZED PURCHASE ORDER AS SET FORTH IN PARAGRAPH 4 BELOW.**

1. SCOPE OF WORK AND SCHEDULE

[Insert a description of the goods and/or services being procured, and a simple schedule of key events including at

a minimum planned delivery dates. Reference all attachments as appropriate.]

2. SUBCONTRACT TYPE AND NOT TO EXCEED

[Use one of the four statements below as appropriate for the type of subcontract being contemplated, and insert the value agreed to with the seller, which should be less than or equal to the seller's proposed value.]

TYPE OF SUBCONTRACT WILL BE FIRM FIXED PRICE. IN NO EVENT SHALL THE DEFINITIZED FIRM FIXED PRICE EXCEED \$_____.

TYPE OF SUBCONTRACT WILL BE COST PLUS FIXED FEE. IN NO EVENT SHALL THE DEFINITIZED ESTIMATED COST PLUS FIXED FEE EXCEED \$_____.

TYPE OF SUBCONTRACT WILL BE COST PLUS INCENTIVE FEE. IN NO EVENT SHALL THE DEFINITIZED ESTIMATED COST PLUS TARGET FEE EXCEED \$_____.

TYPE OF SUBCONTRACT WILL BE FIXED PRICE INCENTIVE. IN NO EVENT SHALL THE DEFINITIZED TARGET COST PLUS TARGET PROFIT EXCEED \$_____, NOR SHALL THE CEILING PRICE EXCEED \$_____.

3. TERMINATION LIABILITY / FUNDING LIMITATION

BUYER'S MAXIMUM LIABILITY UNDER THIS LETTER SUBCONTRACT, INCLUDING TERMINATION AS PROVIDED FOR IN PARAGRAPH 5 HEREIN, IS LIMITED TO THE TOTAL VALUE STATED ON THE FRONT PAGE OF THIS DOCUMENT, WHICH INCLUDES PROFIT OR FEE, AS APPLICABLE AND APPROPRIATE FOR THE CONTRACT TYPE ("AUTHORIZED FUNDING"). SELLER SHALL NOTIFY BUYER NO LATER THAN 15 DAYS PRIOR TO REACHING A POINT WHERE SELLER'S ESTIMATED TERMINATION LIABILITY (INCLUDING FEE OR PROFIT), WHEN ADDED TO ALL COSTS PREVIOUSLY INCURRED, WILL EXCEED 85% OF THE AUTHORIZED FUNDING. SELLER IS NOT AUTHORIZED TO INCUR LIABILITY IN EXCESS OF THE AUTHORIZED FUNDING WITHOUT EXPRESS WRITTEN DIRECTION FROM BUYER. SELLER SHALL SUBMIT ACTUAL COST EXPENDITURE REPORTS TO BUYER EVERY 30 DAYS.

4. DEFINITIZATION SCHEDULE

THE SCHEDULE FOR DEFINITIZING THIS LETTER SUBCONTRACT SHALL BE THE EARLIEST PRACTICABLE DATE BUT NO LATER THAN 180 DAYS AFTER EXECUTION OF THIS LETTER SUBCONTRACT AND IN ACCORDANCE WITH THE DEFINITIZATION SCHEDULE BELOW.

DEFINITIZATION SCHEDULE IS AS FOLLOWS:

A) SUBCONTRACTOR CONTRACT PRICING PROPOSAL IS REQUIRED. _____[Insert Date]

B) BUYER'S AUDIT OF SUBCONTRACTOR DATA COMPLETE. _____[Insert Date]

C) START OF NEGOTIATIONS. _____[Insert Date]

D) PRICE AGREEMENT REACHED. _____[Insert Date]

E) DEFINITIZATION. _____[Insert Date]

IN THE EVENT THIS LETTER SUBCONTRACT IS NOT DEFINITIZED WITHIN THE TIME FRAME PROVIDED HEREIN, AND ANY EXTENSION AUTHORIZED BY BUYER, BUYER IN ITS DISCRETION MAY DEFINITIZE THE PRICE AND TERMS OF THIS PURCHASE ORDER IN ACCORDANCE WITH THE DEFINITIZATION RIGHTS PROVIDED TO THE GOVERNMENT UNDER 48 C.F.R. 52.216-25(c).

5. TERMINATION OF LETTER SUBCONTRACT

THIS LETTER SUBCONTRACT IS SUBJECT TO TERMINATION BY BUYER ON ANY OF THE FOLLOWING BASES:

- EXECUTION OF THE DEFINITIZED SUBCONTRACT BETWEEN BUYER AND SELLER WHICH, IT IS HEREBY AGREED, SHALL SUPERSEDE AND REPLACE THE PROVISIONS OF THIS LETTER SUBCONTRACT; OR
- BUYER'S ISSUANCE OF A TERMINATION NOTICE, FOR EITHER CONVENIENCE OR DEFAULT.

6. PERFORMANCE

DURING THE PERIOD OF THIS LETTER SUBCONTRACT, SELLER SHALL PERFORM IN ACCORDANCE WITH ALL REQUIREMENTS OF THIS LETTER SUBCONTRACT, INCLUDING THE DELIVERY OF GOODS AND/OR SERVICES PER THE DELIVERY SCHEDULE; HOWEVER BUYER, AT ITS SOLE DISCRETION, MAY DEFER ACCEPTANCE OF GOODS AND SERVICES UNTIL SUCH TIME AS THIS LETTER SUBCONTRACT IS DEFINITIZED.

TP-040 (01/15) DEFINITIZING LETTER SUBCONTRACT

[use in all orders when definitizing a letter subcontract]

THIS PURCHASE ORDER VERSION SUPERSEDES & DEFINITIZES BUYER'S LETTER SUBCONTRACT ISSUED ON ____(*insert original LSC date*)_____, INCLUDING SUBSEQUENT LETTER SUBCONTRACT VERSION(S) TO DATE.

TP-046 (08/20) DROP SHIPMENT OF MATERIALS

[use on legacy RMS orders only]

ONE OR MORE LINE ITEMS ON THIS PURCHASE ORDER REQUIRE DROP SHIPMENT TO THE COMPANY AND ADDRESS SPECIFIED IN THIS PURCHASE ORDER, UNLESS OTHERWISE SPECIFIED WITHIN THIS CLAUSE BELOW. THE CLAUSE NUMBER WILL BE REFERENCED ON EACH APPLICABLE LINE ITEM.

[Buyer's Purchasing Representative to replace this text with the drop ship address. Buyer's Purchasing Representative to also add direction received to send via drop ship to third party with the address details identified, to the procurement file.]

SELLER IS REQUIRED TO SUBMIT PACKING SHEET (INCLUDING SOURCE APPROVAL, IF APPLICABLE) AND CERTIFICATIONS, AS REQUIRED BY QNOTES, WITH HARDWARE TO THE RECEIVING COMPANY.

SELLER SHALL ALSO SUBMIT THE ITEMS BELOW TO: Orr.paperwork@raytheon.com:

(A) COPY OF PACKING SHEET (INCLUDING SOURCE APPROVAL, IF APPLICABLE),
(B) COPY OF FREIGHT CARRIER'S NAME AND WAY BILL/TRACKING NUMBERS, AND
(C) COPY OF CERTIFICATIONS AS REQUIRED BY QNOTES
THE SUBJECT LINE ON THE EMAIL MUST INCLUDE: THE PROGRAM NAME (Tomahawk, EKV, etc), THE PURCHASE ORDER NUMBER AND THE PART NUMBER WITH CC TO THE BUYER SHOWN ON THE FRONT OF THIS PURCHASE ORDER.

THE SUBMITTAL OF THE AFOREMENTIONED PAPERWORK IS REQUIRED TO ENSURE RMS RECEIVES THE MATERIAL AGAINST THIS PURCHASE ORDER AND TO FACILITATE PAYMENT TO SELLER.

TP-047 (08/20) SHIP IN PLACE
[use on legacy RMS orders only]

THE MATERIAL ON THIS PURCHASE ORDER IS BEING "SHIPPED IN PLACE" PRIOR TO PHYSICAL SHIPMENT OF THE MATERIAL TO RMD. THE CLAUSE NUMBER WILL BE REFERENCED ON EACH APPLICABLE LINE ITEM FOR SOME OR ALL QUANTITIES AS AGREED TO WITH BUYER.

SELLER SHALL ALSO SUBMIT THE ITEMS BELOW TO: Orr.paperwork@raytheon.com:

(A) COPY OF PACKING SHEET (INCLUDING SOURCE APPROVAL, IF APPLICABLE) AND (B) COPY OF CERTIFICATIONS AS REQUIRED BY QNOTES THE SUBJECT LINE ON THE EMAIL MUST INCLUDE: THE PROGRAM NAME (Tomahawk, EKV, etc), THE PURCHASE ORDER NUMBER AND THE PART NUMBER WITH CC TO THE BUYER SHOWN ON THE FRONT OF THIS PURCHASE ORDER.

SUBJECT LINE ON EMAIL MUST HAVE: SHIP IN PLACE; PURCHASE ORDER NUMBER AND PART NUMBER

WHEN SHIPPING MATERIAL TO BUYER FACILITY, SUPPLIER MUST IDENTIFY ON THE PACKING SHEET THAT "SHIPMENT WAS SHIPPED IN PLACE, DO NOT DUPLICATE RECEIPT."

TP-048 (08/20) FURNISHING MATERIAL AND/OR PROPERTY

[Use when Raytheon and/or U.S. Government-owned material and/or other property (i.e. CFM, GFM, R/R/R, ST, STE, etc.) is to be furnished to the Seller. Buyer's Purchasing Representative to identify furnished material and/or property information IAW bracketed instructions presented below, then delete bracketed instructions (including these) prior to issuing award. When furnishing more than one type of item, Supplier Manager copies and populates vertical table accordingly (see details in brackets below). See also TP-049, to be added to POs for R/R/R.]

BUYER'S PT-001 "PROPERTY IN POSSESSION OF SELLER" IS HEREBY INCORPORATED INTO THIS AWARD FOR U.S. GOVERNMENT PROPERTY.

THE MATERIAL AND/OR PROPERTY IN THE ATTACHED LIST IDENTIFIED BELOW, SHALL BE FURNISHED TO THE SELLER FOR USE IN PERFORMANCE OF THIS AWARD:

[Buyer either replaces this text in brackets with a or b:

- a. The individual Property Items with the following associated information:
 - PART NUMBER/PROPERTY ID NUMBER: [for material, match Material Master; for property, match Property Management identifier]
 - DESCRIPTION: [for material, match Material Master; for property, match Property Management nomenclature]
 - SERIAL NUMBER: [if applicable, match IQ03; if not applicable, input "N/A"]

QUANTITY: [per Planning & Production Management or ADSUBCON, as appropriate]
UNIT VALUE: [per PO History]
ATTRITION PERCENT: [per Planning & Production Management]
SENSITIVE, IAW FAR 52.245-1: [yes or no]
OWNER: [If Raytheon-owned, input "Raytheon"; if Government-owned, input "U.S. Government"]
LATEST DATE ITEM(S) TO ARRIVE ON SELLER'S DOCK: [usually 30 calendar days from award issuance],

or,

b. *Reference the name of the file containing the Property List with the information above, as an Attachment to the PO and send to Seller with the PO, including the RMD Property Mgmt POC on copy. Buyer then adds copies of the transmittals and attachment to the procurement file.]*

IF FURNISHED PROPERTY IS TO BE CONSUMED IN THE SELLER'S PERFORMANCE OF WORK, THE SELLER MUST ACCURATELY REPORT FURNISHED ITEMS INVENTORY LEVEL(S), BY PART NUMBER AND DESCRIPTION FOR QUANTITY IN-STOCK, AS WELL AS QUANTITY IN-WORK, AND QUANTITY IN-TRANSIT, TO BUYER, IN REFERENCE TO THIS AWARD UPON BUYER'S REQUEST. IMMEDIATELY NOTIFY BUYER'S PURCHASING REPRESENTATIVE IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN OR IF TP-204 RENT FREE USE IS MISSING AND NOT OTHERWISE ADDRESSED.

TP-049 (08/20) REPAIR/REWORK/REPLACEMENT

[Use when issuing PO's containing repair, rework, or replacement.]

IF THIS AWARD IS FOR REPAIR/REWORK/REPLACEMENT (R/R/R) WORK NOT COVERED BY THE SELLER'S WARRANTY, THE SELLER'S WORK MUST BE PERFORMED TO THE CONFIGURATION IDENTIFIED VIA THE ORIGINAL ACQUIRING AWARD, UNLESS OTHERWISE STATED HEREIN.

IF THIS AWARD IS FOR R/R/R WORK COVERED BY THE SELLER'S WARRANTY, THE SELLER'S WORK MUST BE PERFORMED TO THE CONFIGURATION IDENTIFIED VIA THE ORIGINAL ACQUIRING AWARD.

IF THIS AWARD IS FOR R/R/R, THE SELLER'S SHIPPING DOCUMENTS TO BUYER MUST IDENTIFY RETURNING ITEMS AS "REPAIR", OR "REWORK", OR "REPLACEMENT", AS APPLICABLE. THE SELLER'S SHIPPING DOCUMENTS TO BUYER MUST ALSO IDENTIFY ALL GOVERNMENT-OWNED PROPERTY AS SUCH.

TP-050 (08/20) MANAGING FURNISHED MATERIAL DETERMINED TO BE IN SCRAP CONDITION

[Use when Raytheon- and/or U.S. Government-owned material (i.e. CAM, CFM, GFM, R/R/R, etc.) is to be furnished to the Seller. Buyer's Purchasing Representative must insert the Planning and Production Management Planner's name in the bracketed space in this clause.]

WRITTEN APPROVAL FROM BUYER IS REQUIRED PRIOR TO SELLER DESIGNATING ANY MATERIAL FURNISHED TO THE SELLER FOR USE/PERFORMANCE OF THIS PURCHASE ORDER TO BE IN SCRAP CONDITION. THIS INCLUDES ANY NON-CONFORMING MATERIAL THAT IS NOT SUITABLE FOR ITS INTENDED PURPOSE AND CANNOT BE ECONOMICALLY REWORKED OR CANNOT BE REPAIRED IN AN ACCEPTABLE MANNER. IF BUYER APPROVES APPLYING THE SCRAP DESIGNATION TO SAID MATERIAL, THE SELLER SHALL FOLLOW BUYER INSTRUCTIONS.

IF BUYER INSTRUCTS THE SELLER TO RETURN SAID MATERIAL, BUYER MAY ALSO MODIFY THIS PURCHASE ORDER TO INCLUDE A NEW LINE ITEM FOR ACCOUNTING PURPOSES. THE SELLER'S RETURN SHIPPING DOCUMENTS FOR RETURNED MATERIAL SHALL INCLUDE THE FOLLOWING STATEMENT: "Furnished material determined to be in Scrap condition. Do not receive in system. Forward directly

to Planning & Production Management Planner: *[insert cognizant Planning & Production Management Planner's name]*.”

IF THE PLANNING & PRODUCTION MANAGEMENT PLANNER'S NAME IS LEFT BLANK,
IMMEDIATELY NOTIFY THE BUYER'S PURCHASING REPRESENTATIVE.

TP-051 (08/20) SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES
REQUIREMENTS

[use when DFARS 252.223-7007 or its equivalent is flowed to the Seller]

THIS PURCHASE ORDER IS SUBJECT TO SAFEGUARDING SENSITIVE CONVENTIONAL ARMS,
AMMUNITION AND EXPLOSIVES (DFARS 252.223-7007 OR ITS EQUIVALENT) REQUIREMENTS.
PURSUANT TO THAT CLAUSE, THE REQUIREMENTS OF DOD 5100.76-M APPLY TO THE FOLLOWING
ITEMS OF AA&E:

BUYERPART NUMBER _____

BUYER PART NAME _____

NATIONAL STOCK NUMBER _____

SENSITIVITY / CATEGORY _____

IMMEDIATELY NOTIFY BUYER'S PURCHASING REPRESENTATIVE IF BLANKS IN THIS CLAUSE ARE
NOT FILLED IN.

THE SUBSTANCE OF THIS CLAUSE SHALL BE INCLUDED IN ALL PURCHASE ORDERS AT EVERY TIER
FOR THE DEVELOPMENT, PRODUCTION, MANUFACTURE OR PURCHASE OF ARMS, AMMUNITION AND
EXPLOSIVES (AA&E) OR WHEN AA&E WILL BE PROVIDED AS GOVERNMENT FURNISHED PROPERTY.

NOTIFICATION TO THE COGNIZANT DEFENSE SECURITY SERVICE (DSS) FIELD OFFICE IS REQUIRED
WITHIN TEN (10) DAYS AFTER AWARD OF THIS PURCHASE ORDER.

TP-068 (08/20) INCORPORATING TERMS & CONDITIONS INTO AGREEMENT/RELEASE/ORDER

[use as applicable, but usually used for releasing off of a separate agreement, such as a long term agreement,
enterprise agreement, requirements contract, etc.]

THIS RELEASE OR ORDER IS ISSUED/PLACED UNDER & INCORPORATES THE TERMS &
CONDITIONS OF AGREEMENT (*insert agreement number*), DATED (*insert agreement date*). IMMEDIATELY

NOTIFY BUYER'S PURCHASING REPRESENTATIVE IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-101 (10/00) CONFIRMING OPTION EXERCISE

[use in a change order or new PO where an option was exercised by another means, e.g. FAX, etc.]

THIS MODIFICATION OR NEW PURCHASE ORDER CONFIRMS BUYER'S PRIOR "NOTICE OF EXERCISE
OF OPTION" PER THE OPTION CLAUSE OF THE ORIGINAL ORDER (*insert original order number only if this
is a new order*).

TP-102 (08/20) MODIFICATION OF PROCUREMENT PURCHASE ORDER TERMS & CONDITIONS

[use on all purchase orders where there are limited exceptions to Raytheon's standard terms and conditions, approved
by SCA, to be listed in the PO header text rather than included as an attachment to the PO]

MODIFICATIONS TO BUYERS'S STANDARD TERMS AND CONDITIONS OF PURCHASE ARE INCORPORATED INTO THIS PURCHASE ORDER AS FOLLOWS:

TC-001 (insert date)

SECTION [insert section number]. [insert section heading] [insert agreed upon modification]

SECTION [insert section number]. [insert section heading] [insert agreed upon modification]

SECTION [insert section number]. [insert section heading] [insert agreed upon modification]

TP-103 (02/11) MODIFICATION OF PO TERMS & CONDITIONS

[use as applicable, but normally used to incorporate a TCM document or a PO attachment containing the terms and conditions modifications specific to the PO being issued]

EXCEPTIONS DATED (insert date), ATTACHMENT (insert attachment number), TCM (insert agreement number), TERMS AND CONDITIONS MODIFICATIONS ARE INCORPORATED HEREIN. THIS TCM MODIFIES TC-001 (insert date) [add TC-002, TC-003, etc., as appropriate, with the dates of those documents].

TP-104 (08/20) STANDARD OPTION CLAUSE

[use and/or modify appropriately to contractually define and create an option(s)]

THE OPTIONS DESCRIBED BELOW, MAY BE EXERCISED IN WRITING BY ANY COMMERCIALY ACCEPTABLE MEANS & CONFIRMED BY EITHER A CHANGE NOTICE HERETO OR BY A SEPARATE ORDER. AS ADDITIONAL CONSIDERATION HEREUNDER, SELLER GRANTS BUYER THE OPTION(S), SOLE RIGHT, BUT NOT AN OBLIGATION, TO PURCHASE, UNDER THE TERMS OF THIS ORDER, THE ADDITIONAL ARTICLES/SERVICES SPECIFIED BELOW:

PART NO.	QUANTITY	MONTHLY RATE AND DELIVERY SCHEDULE	UNIT PRICE	LAST OPTION EXERCISE DATE
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[if using quantity points, then include how we are determining price between points]

IMMEDIATELY NOTIFY BUYER'S PURCHASING REPRESENTATIVE IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-106 (08/20) INCORPORATION OF PROPRIETARY INFORMATION AGREEMENT

[use when TCM use statement requires inclusion of PIA]

THE PARTIES' PROPRIETARY INFORMATION AGREEMENT DATED (insert date), INCLUDING ANY AMENDMENTS ISSUED TO DATE OF PURCHASE ORDER ISSUANCE, APPLIES TO AND IS HEREBY INCORPORATED INTO THIS PURCHASE ORDER.

TP-110 (08/20) INCORPORATION OF SUPPLIER STATEMENT OF WORK (SSOW)

[use as applicable]

SELLER SHALL PERFORM WORK IN ACCORDANCE WITH SUPPLIER STATEMENT OF WORK (SSOW) DOCUMENT (*insert document number*) REV (*insert rev number*) DATED (*insert document date*) FOR PERFORMANCE OF THIS PURCHASE ORDER.

TP-120 (08/20) MANUFACTURING LICENSE AGREEMENT

[use as applicable on international POs]

MANUFACTURING LICENSING AGREEMENT (MA) NUMBER (*insert applicable ma#*) OR MOST RECENT APPLICABLE AND EXECUTED REVISION IN HERBY INCORPORATED.

TP-130 (8/20) NEGOTIATION OF TERMS AND CONDITIONS MODIFICATIONS

[use when referencing Seller agrees to used unmodified Raytheon Technologies terms and conditions, but requests language in header text that the parties are negotiating modified terms and conditions]

THIS PURCHASE ORDER INCORPORATES BUYER'S GENERAL TERMS AND CONDITIONS WITH FULL FORCE AND EFFECT. HOWEVER, BUYER AND SELLER ARE CURRENTLY NEGOTIATING MODIFICATIONS TO BUYER'S TERMS AND CONDITIONS AND THE PARTIES AGREE TO INCORPORATE THE AGREED UPON TERMS AND CONDITIONS MODIFICATIONS INTO THIS PURCHASE ORDER AS SOON AS POSSIBLE AFTER FINALIZATION BY THE PARTIES.

TP-204 (08/20) RENT FREE PROPERTY – USE AUTHORIZATION

[use to authorize use of property accountable under a different order - caution: insure such alternate use is authorized by the Customer, if applicable.]

THE BUYER/GOVERNMENT PROPERTY IN THE ATTACHED LIST IDENTIFIED BELOW, EITHER CURRENTLY IN SELLER'S POSSESSION OR IDENTIFIED TO BE FURNISHED IN TP-048 AND ACCOUNTABLE TO THE PURCHASE ORDER(S) IDENTIFIED IN THE LIST, (*insert PO number*), MAY BE USED HEREUNDER ON A RENT FREE BASIS.

PT-001, "U.S. GOVERNMENT PROPERTY IN POSSESSION OF SELLER," IS HEREBY INCORPORATED INTO THIS PURCHASE ORDER AND APPLIES TO U.S. GOVERNMENT PROPERTY.

[Buyer's Purchasing Representative replaces this text in brackets with the name reference of the Property List File as an Attachment "NAME TBD" and sends to Seller with the PO, including the Property Mgmt. PoC on copy. Buyer's Purchasing Representative then adds copies of the transmittals and attachment to the procurement file.]

IMMEDIATELY NOTIFY BUYER'S PURCHASING REPRESENTATIVE IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-205 (08/20) PROPERTY TRANSFER & USE AUTHORIZATION

[use to transfer accountability for property from one order to another. Note: In cases where the transfer involves different Prime Contracts, ensure transfer of accountability is authorized by the Customer(s) at the Prime Contract level, both gaining and losing Contracts.]

ACCOUNTABILITY FOR THE FOLLOWING BUYER/GOVERNMENT PROPERTY IS TRANSFERRED FROM PURCHASE ORDER (*insert PO number*) TO THIS PURCHASE ORDER & MAY BE USED HEREUNDER:

IMMEDIATELY NOTIFY BUYER'S PURCHASING REPRESENTATIVE IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-212 (08/20) PROPERTY (ST/STE) DESIGN/PHOTOGRAPHS ON OUTSIDE RECEIVING REPORT
[use where Seller is acquiring or fabricating ST/STE for Buyer. If to be Supplier Held Property, need to also add TP-047 to line item for Ship in Place receipt]

PAYMENT FOR ST/STE IS NOT DUE UNTIL BUYER APPROVES THE ST/STE DESIGNS AND/OR PHOTOGRAPHS WHICH MUST ACCOMPANY THE OUTSIDE RECEIVING REPORT ON WHICH ST/STE ACCEPTANCE IS INDICATED. PHOTOS MUST BE A MIN OF 5" X 7" & A MAX OF 8" X 10" WITH ST/STE AND ST/STE ID NUMBER(S) VISIBLE. FOR SIZE COMPARISON, PHOTOGRAPH A STANDARD MEASURING INSTRUMENT (E.G., A 12" SCALE) WITH THE ST/STE.

TP-232 (02/08) COST TYPE LSC OR PURCHASE ORDER CONTAINING ST/STE
[use in all cost type Letter Subcontracts and POs containing ST/STE regardless if placed in the aggregate or not]

THIS PURCHASE ORDER CONTAINS ST/STE.

TP-233 (01/15) PURCHASE ORDER (PO) IS PLACED IN THE AGGREGATE WITH ANOTHER/OTHER PO(s)
[use in all Letter Subcontracts and POs that are placed in the aggregate with another or other PO(s)]

THIS PO # (*insert PO number*) IS PLACED IN THE AGGREGATE WITH PO # (*insert # of PO or POs*).

TP-314 (08/20) INTER-ORGANIZATIONAL TRANSFERS (IOTs)
[use on all IOTs]

THE TERMS & CONDITIONS APPLICABLE TO THIS IOT ARE THOSE TERMS & CONDITIONS OF THE ISSUER'S CUSTOMER CONTRACT(S) CITED HEREIN. FEE IS SET BY BUYER FINANCE POLICY.

IN THIS IOT DOCUMENT, THE TERM "PURCHASE ORDER" REFERS TO "IOT" AND "PRICE" REFERS TO "COST".

TP-350 (08/20) NOVATION AGREEMENT
[use when Seller has informed Buyer of a novation and SCA has approved the incorporation into the PO]

THIS PURCHASE ORDER IS ISSUED PURSUANT TO THE NOVATION AGREEMENT DATED _____, EXECUTED BY AND BETWEEN BUYER, [*transferor entity*] ("TRANSFEROR"), AND [*transferee entity*] ("TRANSFEREE"). THIS PURCHASE ORDER CONTAINS THE INCOMPLETE PORTIONS OF PURCHASE ORDER _____ WHICH ARE BEING TRANSFERRED TO THIS PURCHASE ORDER AS OF THE DATE OF SAID NOVATION AGREEMENT.

TP-398 (02/12) INCONSISTENT LINE ITEM QUANTITIES/DPAS RATINGS
[use as applicable]

IN THE EVENT THE "ITEM TEXT" FIELD CONTAINS CONTRACT NUMBERS AND DPAS RATINGS, THIS INFORMATION WILL SUPERSEDE THE CONTRACT NUMBERS AND DPAS RATINGS CONTAINED IN THE "LINE ITEM" FIELD.

TP-399 (05/14) ORIGINAL ISSUE OF PURCHASE ORDER OR LETTER SUBCONTRACT

[use on release of original purchase order or letter subcontract when the PO has not yet been transmitted to the Supplier and the "Version" on the face page of the PO is anything other than "0"]

VERSION _____ IS THE ORIGINAL ISSUE OF THIS PURCHASE ORDER OR LETTER SUBCONTRACT.

TP-400 (08/20) CHANGE NOTICE CLAUSE

[use for every change order issued]

THE FOLLOWING CHANGES APPLY TO THIS PURCHASE ORDER:

[list version # as reflected in PRISM, include your initials and the date, list specifics of the change(s) i.e. line item numbers and what was changed, state was / is of total value change]

EXCEPT FOR THE CHANGES DESCRIBED ABOVE, ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED.

TP-410 (11/15) PART NUMBER SUFFIX CODE

TO AID IN THE HANDLING OF SELLER'S GOODS AFTER RECEIPT, BUYER HAS ADDED SUFFIXES TO SOME PART NUMBERS. SUFFIX EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO: "-GFM", "- CFM", OR "-ENG". A PART NUMBER WITH A SUFFIX ADDED BY BUYER IS FOR BUYER'S INTERNAL USE ONLY, AND SHALL NOT BE USED FOR MARKING PARTS. ACTUAL PART MARKINGS SHALL BE IN ACCORDANCE WITH THE TOP LEVEL DRAWING OF THE PROCURED GOODS. PART NUMBERS WITH A SUFFIX ADDED BY BUYER SHALL BE INCLUDED ON SHIPPING DOCUMENTATION. ANY QUESTIONS SHOULD BE DIRECTED TO BUYER'S PURCHASING REPRESENTATIVE.

TP-433 (01/15) SUBCONTRACT MANAGEMENT

[use as directed]

BUYER IS REQUIRED BY PRIME CONTRACT TO DESIGNATE CERTAIN PURCHASE ORDERS (POs) AS "MAJOR/CRITICAL" BASED UPON POTENTIAL COST, SCHEDULE OR TECHNICAL IMPACT. IF THIS PO IS SO DESIGNATED, SELLER AGREES, AT BUYER'S REQUEST, TO:

1. PERIODICALLY REPORT ON EXISTING & POTENTIAL TECHNICAL, QUALITY, COST (IF APPROPRIATE) & SCHEDULE PROBLEMS & SELLER'S PROPOSED SOLUTIONS;
2. CONDUCT PERIODIC PROGRAM REVIEWS WITH BUYER, WHICH MAY BE ATTENDED BY BUYER'S CUSTOMER REPRESENTATIVES; and/or
3. ALLOW VISITS TO SELLER'S FACILITIES (WITH ADVANCE NOTIFICATION) BY BUYER AND/OR REPRESENTATIVES OF BUYER'S CUSTOMER.

THIS CLAUSE DOES NOT ESTABLISH PRIVITY OF CONTRACT BETWEEN BUYER'S CUSTOMER & SELLER.

TP-439 (08/20) DELIVERY DATE

[Hard-coded to print in every Purchase Order]

FOR U.S. SUPPLIERS, THE DELIVERY DATE LISTED ON THE PURCHASE ORDER IS THE DATE THE SHIPMENT MUST ARRIVE ON THE BUYER DOCK.

TP-440 (12/05) SCHEDULE INCENTIVE

[use where premium/expedite costs are negotiated]

SCHEDULE INCENTIVE PAYMENT(S) IS (ARE) HEREBY AUTHORIZED AS SET FORTH ELSEWHERE HEREIN; BUT, UNLESS OTHERWISE STATED, THEY MUST BE EARNED AND WILL BE PAID ONLY IF SELLER MEETS ALL SPECIFIED DELIVERY DATE(S).

TP-450 (08/20) DD FORM 254/SECURITY ASPECTS LETTER (SAL)

[use in legacy RMS solicitations and/or awards where Seller will require access to classified information or material]

PERFORMANCE HEREUNDER REQUIRES SELLER'S ACCESS TO CLASSIFIED INFORMATION/MATERIAL THROUGH THE LEVEL OF _____, & DD FORM 254/SAL, CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DATED _____ IS INCORPORATED HEREIN. IF THIS IS A REPAIR/REWORK/REFURBISHMENT ORDER, THE DD 254/SAL NOTED ABOVE MAY BE THAT OF THE ORIGINAL ACQUIRING ORDER.

FOR CLASSIFIED HARDWARE DELIVERY, WHEN SHIPPING DELIVERABLES CLASSIFIED PER A DD254/SAL, ROUTING MUST BE AS SPECIFIED, ENSURING COMPLIANCE WITH ALL REQUIREMENTS OF THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DoD 5220.22-M.

IF NON-SELECTED, OR UPON COMPLETION OF THE AWARDED EFFORT, FOLLOW THE RETURNING, RETENTION, OR DESTRUCTION GUIDANCE CONTAINED WITHIN THE ATTACHED DD254/SAL.

FOR ADDITIONAL ASSISTANCE OR FURTHER CLARIFICATION, CONTACT SECURITY AT THE FOLLOWING NUMBERS:

TUCSON: RMS SECURITY DD 254 DIVISION LEAD 520-741-5522

NORTH TEXAS: 972-344-2977

LOUISVILLE: 502-364-6613

IMMEDIATELY NOTIFY BUYER'S PURCHASING REPRESENTATIVE IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

TP-453 (08/20) TP STATEMENTS, AND OTHER PURCHASE ORDER ATTACHMENTS

[Automatically prints on footer of prism PO.]

UNLESS OTHERWISE STATED, THIS PURCHASE ORDER INCLUDES THE LATEST ISSUE OF T-RMS. HOWEVER, FOR MODIFICATIONS OR CHANGES TO EXISTING PURCHASE ORDERS, THE TERMS & CONDITIONS, INCLUDING ATTACHMENTS, SUCH AS T-RMS, TP-STATEMENTS, Q-NOTES, ETC., CONTAINED IN THE ORIGINAL PURCHASE ORDER REMAIN UNCHANGED. TP STATEMENTS (e.g. TP-502, etc.) ARE BUYER CLAUSES THAT ARE PRINTED IN FULL TEXT ON THIS PURCHASE ORDER. HOWEVER, FOR ANY TP-STATEMENT NOT PRINTED IN FULL OR OTHERWISE UNREADABLE FOR ANY REASON, THE OFFICIAL TEXT IS THAT FOUND IN THE "TP STATEMENTS LIST" DOCUMENT ON THE WEB SITE IDENTIFIED BELOW. STATEMENTS WITH NO DATE OR DATES EARLIER THAN THOSE ON THE CURRENT TP "LIST" CAN BE FOUND ON PREVIOUS "LISTS" UNDER ARCHIVES.

FOR ANY OTHER CLAUSES, OR THOSE CLAUSES INCORPORATED BY REFERENCE, SUCH AS Q-NOTES, ENGINEERING, OR PURCHASE ORDER ATTACHMENTS, MOST ARE ACCESSIBLE ON THE INTERNET WEB SITE AT THE FOLLOWING URL ADDRESS (NOTE ADDRESS ENTRY MUST BE ENTERED IN LOWER CASE), HOWEVER IF NEEDED, SELLER CAN OBTAIN HARD COPIES FROM THE

BUYER'S PURCHASING REPRESENTATIVE.

ALL CLAUSES REFERENCED HEREIN ARE PRESUMED TO BE IN SELLER'S POSSESSION.

<https://tandc.rms.raytheon.com/>

TP-454 (08/20) PRIME CONTRACT FLOWDOWN INCORPORATION ON A PURCHASE ORDER

[For use on purchase orders or RFPs requiring a flowdown document (such as a t-attachment, CFB or FDA) to incorporate unique prime contract requirements. Buyer's purchasing representative may delete RFP or purchase order as applicable.]

THIS RFP OR PURCHASE ORDER INCORPORATES A PRIME CONTRACT FLOWDOWN ATTACHMENT, *(insert name of document here)*, BY REFERENCE. THIS PRIME CONTRACT FLOWDOWN ATTACHMENT CONTAINS ADDITIONAL CLAUSES AND REQUIREMENTS FOR PERFORMANCE OF THIS PURCHASE ORDER AND ARE ACCESSIBLE AT THE FOLLOWING URL ADDRESS:

<https://tandc.rms.raytheon.com/>

NOTE: URL ADDRESS ENTRY MUST BE ENTERED IN LOWER CASE, AND IF NEEDED, SELLER CAN OBTAIN HARD COPIES OF THE PRIME CONTRACT FLOWDOWN ATTACHMENT FROM BUYER'S PURCHASING REPRESENTATIVE.

ALL ATTACHMENTS AND REQUIREMENTS REFERENCED HEREIN ARE PRESUMED TO BE IN SELLER'S POSSESSION.

TP-455 (08/20) POs ISSUED ON COMPANY FUNDED REQUEST (CFR) IN ANTICIPATION OF A USG PRIME CONTRACT

[For use with POs issued under CFR in anticipation of a USG contract]

NOTWITHSTANDING THE ABSENCE OF A UNITED STATES GOVERNMENT CONTRACT NUMBER ON THE FACE OF THIS PURCHASE ORDER (PO), BUYER HEREBY PROVIDES NOTICE TO SELLER, WHICH SELLER HEREBY ACKNOWLEDGES AND ACCEPTS, THAT THIS PO IS ISSUED BY BUYER UNDER A COMPANY FUNDED REQUEST (CFR) IN ANTICIPATION OF A UNITED STATES GOVERNMENT (USG) PRIME CONTRACT. THEREFORE, TC-002, TC-003, AND TC-UPDATE, OR IN THE ALTERNATIVE THE CLAUSES OF TC-004 APPLICABLE TO POs ISSUED UNDER A USG PRIME CONTRACT, ARE FULLY APPLICABLE TO THIS PO; AND WHEN BUYER RECEIVES THE PRIME CONTRACT OR HIGHER-TIER SUBCONTRACT AWARD, THIS PO MAY BE SUBJECT TO ADDITIONAL APPLICABLE REQUIREMENTS AND CLAUSES.

MOREOVER, SINCE POs HEREUNDER MAY BE CERTIFIED FOR NATIONAL DEFENSE USE AND SUBJECT TO 15 CFR 700 THE "DEFENSE PRIORITIES & ALLOCATIONS SYSTEM (DPAS)," BUYER HEREBY INCORPORATES DX/DO PRIORITY RATING PROVISIONS AND ACKNOWLEDGMENT IS REQUIRED ACCORDINGLY. BUYER SHALL ALSO VERBALLY ADVISE SELLER OF THE ANTICIPATED RATING TO BE APPLIED TO THIS PO IF IT IS OVER \$50K, AND SELLER SHALL ACKNOWLEDGE ITS RECEIPT AND ACCEPTANCE TO BUYER IN WRITING WITHIN TEN (10) WORKING DAYS FOR A DX RATING OR FIFTEEN (15) WORKING DAYS FOR A DO RATING.

TP-461 (08/20) PERFORMANCE BASED PAYMENTS

[use on all purchase orders that have performance based payments]

PERFORMANCE BASED PAYMENTS ARE HEREBY AUTHORIZED TO BE LIQUIDATED AT THE

RATE OF *(insert liquidation rate)* %.

[provide the following information for each event:]

- 1) Event Number
- 2) Performance Event Description
- 3) Severable/Cumulative and event #s completion is dependent
- 4) Verification of Completion
- 5) Payment Amount
- 6) Anticipated Date of Completion

IMMEDIATELY NOTIFY BUYER IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.
INVOICES FOR COMPLETION OF PBP EVENTS ARE ONLY ACCEPTED ONCE PER MONTH. IF THIS PURCHASE ORDER CONTAINS USG PRIME CONTRACT REQUIREMENTS, THEN FAR 52.232-32 AND DFARS 252.232-7012 ARE HEREBY INCORPORATED BY REFERENCE AND SELLER IS REQUIRED TO SUBMIT A COMPLETED FN-004 CERTIFICATION WITH EACH INVOICE TO RECEIVE PAYMENT."

TP-462 (08/20) PROGRESS PAYMENT AUTHORIZATION

[used by Buyer's purchasing representative to authorize progress payments to a supplier]

PROGRESS PAYMENTS ARE HEREBY AUTHORIZED PER FAR 52.232-16 "PROGRESS PAYMENTS" AT THE RATE OF _____%.

Invoice Approver: _____

IMMEDIATELY NOTIFY BUYER'S PURCHASING REPRESENTATIVE IF BLANKS IN THIS CLAUSE ARE NOT FILLED IN.

FAR 52.232-16, PROGRESS PAYMENTS, IS HEREBY INCORPORATED BY REFERENCE.

TP-463 (08/20) EARLY DELIVERY AUTHORIZATION

[use when early delivery is permitted; input "TP-463" in RQN field for each line item where applicable]

BUYER'S RESTRICTION ON EARLY DELIVERY IS WAIVED FOR LINE ITEMS THAT INCLUDE "TP- 463" WITHIN THE BUYER QNOTE FIELD. SELLER SHALL SHIP "TP-463" LINE ITEM DELIVERABLES AS SOON AS POSSIBLE.

TP-483 (08/20) MAKE-OR-BUY COMPETITION

[use in competitive RFQ/RFPs where the make or buy decision has not yet been made]

YOUR OFFER WILL COMPETE AGAINST THAT OF A BUYER SUBSIDIARY. BUYER, AT ITS SOLE DISCRETION, WILL MAKE SUCH MAKE-OR-BUY SELECTION AS IT DETERMINES TO BE IN THE OVERALL BEST INTERESTS OF BUYER & BUYER'S CUSTOMER.

TP-487 (01/15) TINA COMPLIANCE FOR OPTIONS WITHOUT TINA

[use for options for which TINA data was not obtained but which could ultimately exceed the TINA threshold and be charged direct to a non-exempt U.S. Government prime or higher tier subcontract.]

OPTION PRICING WAS ESTABLISHED WITHOUT THE USE OF CERTIFIED COST OR PRICING DATA. ACCORDINGLY, SHOULD THE TRUTH IN NEGOTIATIONS ACT LATER BE IMPOSED UPON BUYER, SELLER AGREES TO FURNISH SAID DATA, TO TREAT THE EXISTING OPTION AS A "NOT TO EXCEED"

OPTION, & TO EXECUTE A CERTIFICATE OF CURRENT COST OR PRICING DATA.

TP-502 (01/15) COST ACCOUNTING STANDARDS

[use for the implementation of full CAS as per Seller's completed CR-001]

THIS IS A CAS COVERED SUBCONTRACT/PURCHASE ORDER. FAR 52.230-2 "CAS" AND FAR 52.230-6 "ADMINISTRATION OF COST ACCOUNTING STANDARDS" APPLY.

TP-503 (01/15) DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES

[use for the implementation of modified CAS as per Seller's completed CR-001]

THIS IS A CAS COVERED SUBCONTRACT/PURCHASE ORDER. FAR 52.230-3 "DISCLOSURE AND CONSISTENCY IN COST ACCOUNTING PRACTICES" AND FAR 52.230-6 "ADMINISTRATION OF COST ACCOUNTING STANDARDS" APPLY; EXCEPT THAT REFERENCES TO 48 CFR 9904.405 AND 48 CFR 9904.406 DO NOT APPLY TO FOREIGN CONCERNS.

TP-504 (01/15) DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES--FOREIGN CONCERNS

[use for the implementation of accounting standards for foreign concerns as per Seller's completed CR-001]

THIS IS A CAS COVERED SUBCONTRACT/PURCHASE ORDER. FAR 52.230-4 "DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES--FOREIGN CONCERNS" APPLIES.

TP-505 (01/15) COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION

[use for the implementation of educational CAS as per Seller's completed CR-001]

THIS IS A CAS COVERED SUBCONTRACT/PURCHASE ORDER. FAR 52.230-5 "COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION" AND FAR 52.230-6 "ADMINISTRATION OF COST ACCOUNTING STANDARDS" APPLY.

TP-506 (01/15) COST TYPE PURCHASE ORDER (PO) PARAMETERS

[use for all Cost Type POs]

THIS IS A COST TYPE PO WITH COST AND FEE STRUCTURE AS FOLLOWS:

1. COST:

(A) TOTAL ESTIMATED FEE-BEARING COST	\$ _____	
(B) TOTAL ESTIMATED OVERRUN COST	\$ _____	
(C) TOTAL ESTIMATED UNDEFINITEZED COST	\$ _____	
(D) COST OF MONEY (COM), IF APPLICABLE	\$ _____	
(E) TOTAL ESTIMATED COST [(A) THROUGH (D)]		(NTE) \$ _____

2. FEE:

(F) FIXED FEE	[% OF (A) _____] \$ _____
(G) AWARD FEE	[% OF (A) _____] \$ _____
(H) INCENTIVE FEE	[% OF (A) _____] \$ _____
(I) TOTAL FEE [(F)+(G)+(H)]	[% OF (A) _____] \$ _____

3. TOTAL

(J) TOTAL ESTIMATED PO VALUE (NTE) [(E)+(I)] (NTE) \$ _____

CAUTION: NOTWITHSTANDING ANYTHING TO THE CONTRARY SHOWN ABOVE OR ELSEWHERE HEREIN, IN NO EVENT SHALL THE SUM OF ALL FIXED FEE(S) PAYABLE HEREUNDER FOR THIS PO, AS A WHOLE OR FOR ANY SEPARATELY ACCOUNTABLE SUBDIVISION THEREOF, EXCEED THE STATUTORY FEE LIMITATIONS SET FORTH IN FAR 15.404-4 (C)(4)(I) AND REITERATED BELOW, AS A PERCENTAGE OF THE PO TOTAL ESTIMATED FEE-BEARING COST [SEE (A) ABOVE]:

15% FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK;
6% FOR ARCHITECT-ENGINEER SERVICES WORK; AND
10% FOR OTHER COST PLUS WORK.

4. FUNDING STATUS

THE "PO TOTAL" ON THE FACE OF THE ORDER IS THE CURRENT FUNDING LIMIT/AMOUNT AVAILABLE FOR PAYMENT. IF THIS VALUE EQUALS THE VALUE IN 3(J) ABOVE, THIS PO IS FULLY FUNDED AND SUBJECT TO FAR 52.232-20 "LIMITATION OF COST". IF NOT, IT IS INCREMENTALLY FUNDED, AND SUBJECT TO FAR 52.232-22 "LIMITATION OF FUNDS".

5. NOTIFICATION

IMMEDIATELY CONTACT THE SUBCONTRACT MANAGER IF ALL BLANKS ABOVE ARE NOT FILLED IN, IF THE PO TOTAL EXCEEDS THE VALUE IN 3(J) ABOVE, AND/OR IF 75% OF THE CURRENT AVAILABLE FUNDS FOR THE PO AS A WHOLE AND/OR ANY SEPARATELY ACCOUNTABLE SUBDIVISION THEREOF HAVE BEEN EXPENDED OR COMMITTED.

TP-507 (08/20) ALLOTTED FUNDS UNDER A FIRM FIXED PRICE PURCHASE ORDER WITH INCREMENTAL FUNDING

[use when issuing a firm fixed-price incrementally funded PO]

THIS IS A FIRM FIXED PRICE INCREMENTALLY FUNDED PURCHASE ORDER. THE "PO TOTAL" ON THE FACE OF THIS PURCHASE ORDER IS THE CURRENT ALLOTTED FUNDING LIMIT AVAILABLE FOR PAYMENT. AT NO TIME SHALL BUYER'S OBLIGATIONS UNDER THIS PURCHASE ORDER EXCEED THE ALLOTTED FUNDING. IMMEDIATELY NOTIFY THE BUYER'S PURCHASING REPRESENTATIVE IF 75% OF THE CURRENT ALLOTTED FUNDS FOR THE PURCHASE ORDER HAVE BEEN EXPENDED OR COMMITTED.

THE TOTAL NEGOTIATED PURCHASE ORDER VALUE IS: _____.

TP-600 (01/15) REQUEST FOR EQUITABLE ADJUSTMENT (REA) SETTLEMENT AND RELEASE

[use when issuing a PO or change order for payment in response to a REA]

BUYER AND SELLER MUTUALLY AGREE THAT THIS SETTLEMENT CONSTITUTES PAYMENT IN FULL OF ANY AND ALL AMOUNTS DUE SELLER PURSUANT TO THE REA SUBMITTED BY SELLER ON (INSERT DATE HERE), IN CONNECTION WITH THE PERFORMANCE OF THIS PURCHASE ORDER (PO), AND INCLUDES ANY AND ALL AGREED-UPON CHANGES TO DATE OF THIS PO.

FULL AND FINAL RELEASE.

ACCORDINGLY, SELLER, FOR ITSELF AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SUBSIDIARIES AND PARENT COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES BUYER AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SUBSIDIARIES AND PARENT

COMPANIES, AFFILIATES, DIVISIONS, REINSURERS, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS, LIEN RIGHTS, ACTIONS, CAUSES OF ACTION, SUITS, DEMANDS, LOSSES, DAMAGES (BOTH ACTUAL AND PUNITIVE), AWARDS, JUDGMENTS, INTEREST, ATTORNEY'S FEES, COSTS, EXPENSES, OR LIABILITIES OF WHATSOEVER KIND OR NATURE, KNOWN OR UNKNOWN, WHICH NOW EXIST OR WHICH MAY HEREAFTER ACCRUE, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SELLER'S REA DATED, (INSERT DATE HERE).

SELLER EXPRESSLY WAIVES ANY RIGHTS, BENEFITS AND PRIVILEGES IT MAY HAVE UNDER CONTROLLING LOCAL LAW AS A CREDITOR WHERE A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECTS TO EXIST IN ITS FAVOR AT THE TIME IT ACCEPTS THIS CHANGE ORDER.

TP-601 (01/15) NO COST SETTLEMENT AND RELEASE

[use when issuing a change order for a no cost termination for convenience]

THE PARTIES MUTUALLY AGREE THAT THE SETTLEMENT SET FORTH IN THIS PURCHASE ORDER IS A NO-COST CHANGE TO THIS PURCHASE ORDER.

FULL AND FINAL RELEASE.

ACCORDINGLY, SELLER, FOR ITSELF AND ALL OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SUBSIDIARIES AND PARENT COMPANIES, AFFILIATES, DIVISIONS, PREDECESSORS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES, ACQUITS AND FOREVER DISCHARGES BUYER AND ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SUBSIDIARIES AND PARENT COMPANIES, AFFILIATES, DIVISIONS, REINSURERS, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS, LIEN RIGHTS, ACTIONS, CAUSES OF ACTION, SUITS, DEMANDS, LOSSES, DAMAGES (BOTH ACTUAL AND PUNITIVE), AWARDS, JUDGMENTS, INTEREST, ATTORNEY'S FEES, COSTS, EXPENSES, OR LIABILITIES OF WHATSOEVER KIND OR NATURE, KNOWN OR UNKNOWN, WHICH NOW EXIST OR WHICH MAY HEREAFTER ACCRUE, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SELLER'S PERFORMANCE OF THIS PURCHASE ORDER.

SELLER EXPRESSLY WAIVES ANY RIGHTS, BENEFITS AND PRIVILEGES IT MAY HAVE UNDER CONTROLLING LOCAL LAW AS A CREDITOR WHERE A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECTS TO EXIST IN ITS FAVOR AT THE TIME IT ACCEPT THIS CHANGE ORDER.

TP-7009 (08/20) SPECIALTY METALS

[When TP-7009 appears on POs, Requisitions, RFXs, etc. for specific items, it will appear in the Material Requirements area (same area as Q-Notes and Packaging Requirements).—Do not remove TP-7009. When TP-7009 appears on POs, Requisitions, RFXs, etc. for specific items, the Buyer should insert full text of TP-7009 into the header text section. Refer to the Raytheon Guidance document for complete instructions.

<https://raytheon.sharepoint.us/sites/SMCC/default.aspx>]

DFARS 252.225-7009 “Restriction on Acquisition of Certain Articles Containing Specialty Metals”

This item, as provided by Seller to Buyer, has been identified to contain Specialty Metals as defined by DFARS 252.225-7009. Prior to each shipment of this item, return a completed and signed copy of the Specialty Metals Certificate of Conformance to Buyer (via encrypted e-mail to cognizant Buyer's Purchasing Representative I). This item may not be the only item the Seller provides which contains Specialty Metals. However, we are requiring the Seller provide a Certification of Conformance to the Specialty Metals DFARS requirements for this item. The

Specialty Metals Certificate of Conformance can be found here:

http://www.raytheon.com/suppliers/supplier_resources/specialty_metals/index.html.

Guidance regarding Specialty Metals can be located at

http://www.raytheon.com/suppliers/supplier_resources/specialty_metals/index.html. Buyer does not guarantee or warrant the accuracy of this information, which is provided for informational purposes only. Refer to DFARS 252.225-7009 for requirements.