

Mercury Systems, Inc. Quality Clauses

- 1. SUPPLIER OR SUBCONTRACTOR QUALITY ASSURANCE AND INSPECTION SYSTEM**

The supplier or subcontractor shall, in the performance of this Purchase Order, provide and maintain effective inspection system acceptable to of Mercury Systems, Inc.
- 2. RELEASE OF INFORMATION**

Except as required by Law, no public release of any information, or confirmation or denial of same, with respect to this contract or the subject matter hereof, will be made by the SELLER without prior written approval of Mercury Systems, Inc.
- 3. VERIFICATION OF PURCHASED PRODUCT /RIGHT OF ACCESS**

When specified and/or contractually imposed, Mercury Systems, Inc., customer and/or customer representative shall be afforded the right to verify at the supplier's premises and the organization's premises that subcontracted product conforms to specified requirements.

Note: Verification by of Mercury Systems, Inc and/or the customer shall not be used by the organization as evidence of effective control quality by the supplier and shall not absolved the organization of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the customer.
- 4. SOURCE INSPECTION**

A representative from of Mercury Systems, Inc Quality Assurance shall inspect the material submitted in the performance of this Purchase Order at the supplier's facility. Notification of product readiness for acceptance must be given by the supplier to of Mercury Systems, Inc QA at least two working days in advance of the intended shipment.
- 5. MERCURY SYSTEMS, INC FIRST ARTICLE APPROVAL**

The supplier shall perform a complete mechanical First Article Inspection and appropriate test to applicable drawings and specifications. The First Article(s) product(s) shall be accompanied by the First Article Report(s) evidencing compliance with the affected specifications and both shall be forwarded to of Mercury Systems, Inc QA for approval. Fabrication and or assembly of any additional items prior to approval by of Mercury Systems, Inc shall be at supplier's risk. First Articles must be specifically identified as First Articles and marked with the of Mercury Systems, Inc part number and PO number by the seller upon shipment to of Mercury Systems, Inc.
- 6. CERTIFICATE OF COMPLIANCE**

Supplier shall provide a written, signed and dated certification that the product/service delivered herewith conforms to the specifications, drawings and other descriptions as defined on the of Mercury Systems, Inc Purchase Order, and that products/services are free from defects in material and workmanship. The following statements must be made on the face of the certificate, as a minimum:

 - a. The certificate must state and certify that the items being purchased comply with the of Mercury Systems, Inc document, revision letter and part number ordered. The only exception would be a part ordered using a Specification Control Drawing. The certificate issued by the seller for parts delivered against Specification Control Drawings (SCD) must also state the manufacturer of the part delivered along with the manufacturer's part number, and written certification of compliance to the of Mercury Systems, Inc SCD.
 - b. The seller's certificate must evidence the quantity delivered and the of Mercury Systems, Inc Purchase Order number for which the parts are being delivered against.
 - c. The seller's certificate shall provide traceability to specific Lot, heat Lot, heat Treat Lot, wafer Lot, batch, etc.
 - d. The seller's certificate must be signed and dated by an authorized representative of the seller.

Product received by of Mercury Systems, Inc without a properly executed seller's Certificate of Conformance will be rejected back to the seller, at seller's expense.
- 7. CRITICAL AND LIMITED LIFE ITEMS**

Materials or articles having characteristics susceptible to degradation with age shall be marked in a permanent manner to indicate the Manufacturer's batch number, date at which the critical life was initiated (or useful life will be expended) and of Mercury Systems, Inc Purchase Order number.
- 8. PHYSICAL AND/OR CHEMICAL TEST REPORTS**

Each shipment must be accompanied by one legible and reproducible copy of Physical and/or Chemical test reports identifiable with the material submitted. These reports must contain the signature and title of the authorized representative at the agency performing the tests and must assure conformance to specification requirements.

The seller shall submit with each item in this PO, test data for all parameters listed in the drawing notes or specifications, or a data sheet completed in accordance with a test procedure which has been approved by MERCURY SYSTEMS, INC, as a minimum.
- 9. RECORD RETENTION**

The supplier must retain copies of certifications, test data, chemical and/or physical test reports, lot control data, inspection records and other pertinent data required by of Mercury Systems, Inc Engineering documentation as procurement requirements. These results and records are to be maintained by the supplier and made available to of Mercury Systems, Inc upon request, for a minimum period of twenty years after shipment to of Mercury Systems, Inc, or as specified on the face of the Purchase Order, whenever unique record retention requirements are imposed.
- 10. SUBMISSION OF REJECTED MATERIAL**

All items rejected by of Mercury Systems, Inc., and subsequently resubmitted by the supplier after rework shall bear specific indication of such resubmission of those items on the shipping document(s). Reference shall be made to the of Mercury Systems, Inc Nonconformance Report and NCR number. Subsequent Supplier Corrective Action Requests (SCAR) may be issued by of Mercury Systems, Inc, which must be answered with the time limit specified on the SCAR.
- 11. NOTIFICATION OF OPERATIONS CHANGE**

Supplier shall notify of Mercury Systems, Inc of any changes in their normal operations such as hours, shifts, change of address or phone number within 2 working days of occurrence.
- 12. TRACEABILITY (MANUFACTURERS)**

Identity and corresponding documentation shall provide traceability to specific Lot, heat Lot, heat Treat Lot, wafer Lot, batch, etc., which shall accompany each shipment.

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13. PROCESS CERTIFICATION

Each shipment must be accompanied by one legible and reproducible copy of a certificate containing the signature and title of an authorized representative for all processes used, such as heat treating, welding, surface preparation and treatment, etc. The certificate shall include the processing used, the specifications to which they conform (name, specification number and revision, type, class, of Mercury Systems, Inc purchase order and drawing) and the name of the agency that performed the processes, of other than the seller. When parts are serialized, serial number(s) must appear on the certification. All shipments requiring non-destructive testing shall be accompanied by one (1) legible and reproducible copy of a certified report of actual NDT performed (penetrant, magnetic particle, ultra-sonic, radiographic, etc.), identifiable with acceptance requirements and material submitted (name, specification number, etc.) These reports must contain the signature and title of the authorized representative performing the inspection and must assure conformance to certification requirements.

14. CERTIFICATION OF MERCURY SYSTEMS, INC FURNISHED MATERIAL

Strict accountability of the material furnished for this order must be maintained. A certification stating that the parts were manufactured from the material furnished by of Mercury Systems, Inc is required, signed by an authorized representative for all processes used in the manufacture of the items.

15. ELECTROSTATIC SENSITIVE DEVICES

Electrostatic sensitive devices shall be handled and packaged in the proper containers for protection against electrostatic discharge (ESD) in compliance with ANSI ESD-S 20.20. Full compliance with this requirement is MANDATORY.

16. MERCURY EXCLUSION CERTIFICATION

The items under this purchase order shall contain no mercury or mercury compounds and shall be free of mercury contaminations (i.e., during the manufacturing process, test and/or inspections). All items under this purchase order require a legible reproducible Mercury Exclusion Certification containing the signature and title of an authorized representative for all processes used in the manufacture of the item(s).

17. PACKAGING AND HANDLING

Material shipped on this contract must be clean and dry and shall be individually packaged and separated in a manner that will afford adequate protection against corrosion, deterioration, and physical damage during storage and shipment.

Shipment shall be identified with Part Number, Purchase order number and quantity, as a minimum.

18. TEST SPECIMENS

Supplier must provide test specimens with the first shipment of product supplied under this purchase order. The specimen shall be an actual sample of material used in the fabrication of the product supplied and shall be identified to the material.

19. APPROVED SUPPLIER UTILIZATION

Suppliers that utilize outside processing to complete their purchase order requirements to of Mercury Systems, Inc must utilize only those process suppliers that are approved by of Mercury Systems, Inc.

20. PRINTED WIRING BOARDS CIRCUIT TESTING

Suppliers of type three (3) printed wiring boards must provide written certification that the delivered product has been tested for circuit continuity and shorts in accordance with current Industry Standards of IPC. For each lot of ten (10) or more boards of ALL TYPES (1,2 or 3), a representative sample of one (1) board must be supplied for the purposes of solder ability evaluation per J-Std 001 latest revision. Note: Lot interpretation is defined as all parts fabricated at one time, not shipped at one time.

21. TEST EQUIPMENT AND TOOLS

Supplier must provide a level two (2) certification of calibration per MIL-STD-45662A and traceable to the NIST with the test equipment and/or tools ordered on the purchase order.

22. SPECIAL PAINT HANDLING REQUIREMENTS

All parts that are painted using a flat or lusterless finished paint must be handled in a manner that does not evidence fingerprints, smudges, or scuffmarks.

23. DISTRIBUTOR REQUIREMENTS

STOCK CONTROL: Stock control shall assure that product quality is verified and maintained. Items shall be from current production and traceable to the source and the date received. Supplier and product identity markings shall be as required by MERCURY SYSTEMS, INC drawings and specifications. Unless marking is specified by Mercury Systems, supplier part numbers shall be used.

DOCUMENTATION: Documentation such as inspection records, test reports, traceability of special processes and certifications, as well as that required by MERCURY SYSTEMS, INC drawings, specifications and procurement documents, shall maintained on file, and be available from the Distributors upon of Mercury Systems, Inc request for a minimum period of seven years or as specified on the face of the purchase order whenever unique record retention requirements are imposed.

24. PART MARKING

Material delivered under this order must be identified with the MERCURY SYSTEMS, INC part number as stated on the MERCURY SYSTEMS, INC drawing or specification. This is required in order to comply with the part marking requirements in IPC 610 (MIL-STD-129). COMPLIANCE IS MANDATORY.

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25. STATISTICAL PROCESS CONTROL (SPC)

The supplier or subcontractor shall, in the performance of this purchase order, have in place a statistical process Control (SPC) system and be able to provide evidence of such system, if required by the Purchase Order.

26. WORKMANSHIP STANDARDS

Current industry standards of IPC-610 Cl-3 and J-Std-001 Cl-3 latest revision, shall apply to all parts that are to be supplied under this purchase order.

27. SPECIFIC WORKMANSHIP REQUIREMENTS

All components requiring solder and soldering of the assembly shall be FREE of PURE TIN coating and certifications shall accompany at time of delivery. Ref: J Std-001 current revision.

28. DFARS COMPLIANT DOMESTIC SPECIALTY METALS

This purchase order incorporates the contract clause at DFARS 252.225-7008, 252.225-7009, 252.225-7014 Alt.1, and 252.225-7014 Dev. No 2006-O0004, Dev. No 2007-O0011 and 2008-O0002 which you must flow down to all of your vendors that supply any articles delivered under this purchase order that include specialty metals. The clause provides the definition of specialty metals and prohibits Mercury Systems, Inc. and all of its suppliers at every tier from incorporating specialty metals into military parts, components and/or end item deliverables unless the specialty metals have been or produced in the United States, its outlying areas, or a qualifying country listed in DFARS 225.872-1.

29. COUNTERFEIT PARTS AVOIDANCE

The suppliers shall, maintain a system for complying with the Counterfeit Parts requirements in the AS5553 Standard for prevention of Counterfeit Parts, and any flow down requirements on the purchasing document.

In the event Mercury Systems, Inc is supplied counterfeit parts the following apply:

1. The parts will be impounded.
2. The seller shall promptly replace such items with items acceptable to the buyer.
3. The seller shall be liable for all cost relating to impounding, removal and replacement of supplied counterfeit parts.
4. The buyer also may turn such items over to the authority having jurisdiction, and the buyer has the right to withhold payment.

30. PURCHASING INFORMATION

The suppliers are required to:

- a. Notify Mercury Systems of non-conforming product

- b. Obtain of Mercury Systems, Inc approval for non-conforming product disposition
- c. Notify of Mercury Systems, Inc of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and where required, obtain organization approval.
- d. Flow down to the supply chain the applicable requirements including customer requirements.

31. CONFLICT MINERALS

The suppliers are required to:

Disclose if "conflict minerals" are used to manufacture of Mercury Systems, Inc products originating in the Democratic Republic of Congo (DRC) or adjoining countries (a country that shares an internationally recognized border with the DRC, which presently includes Angola, Burundi, Central African Republic, the Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia; Collectively, together with the DRC, the "Covered Countries").

- e. Conflict Materials are defined as:
 - a. Columbite-tantalite (ore from which Tantalum is extracted)
 - b. Cassiterite (ore from which Tin is extracted)
 - c. Wolframite (ore from which Tungsten is extracted)
 - d. Gold, and or any other mineral or its derivatives determined by the Secretary of State to be financing conflicts in the Democratic Republic of Congo (DRC).

32. Foreign Object Damage(FOD) Prevention

The Supplier shall establish and maintain an effective Foreign Object Damage (FOD) Prevention Program to reduce FOD . The Suppliers program shall utilize effective FOD prevention practices. The program shall be proportional to the sensitivity of the design of the product(s) to FOD, as well as, to the FOD generating potential of the manufacturing methods. The written procedures or policies developed by the Supplier shall be subject to review and audit by the Buyer and disapproval when the Suppliers procedures or policies do not accomplish their objectives.

33. Calibration Services

Suppliers providing calibration services shall comply with ANSI/NCSL Z540-1-1994. As found conditions must be reported as part of the certificate of calibration or as accompanying data. Where relevant, a statement of the estimated uncertainty of the calibration result shall be reported. Calibration service Suppliers must provide recall labeling and a certificate of calibration with traceability to NIST.

34. Product Safety

External provider shall flow to their employees their contribution of product safety.

35. Ethical behavior

External provider shall recognize the importance of ethical behavior.