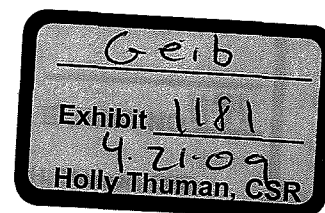


## EXHIBIT Q

## Message

**From:** CN=Spencer Phillips/O=TomorrowNow  
**Sent:** 11/7/2005 5:56:39 PM  
**To:** Lori A Jagger <Lori\_A\_Jagger@raytheon.com>  
**CC:** Salvatore J Tecci <Salvatore\_J\_Tecc@raytheon.com>  
**BCC:** CN=Bob Geib/O=TomorrowNow  
**Subject:** TomorrowNow follow-up for Raytheon



Lori,

Scott is unfortunately not available tomorrow. However, I did speak with him for a few moments between calls just now and he conveyed the following to me:

**PeopleSoft Software License Agreements:**

Agreements prior to 1995 generally did not provide a lot of language specific to a lot of things. Including the third party use of the software for implementation, upgrade, or support purposes. In fact from 1994 to 1995, the SLSA apparently went from ten Sections to fifteen Sections as some of these omissions began coming into light with the rapidly developing PeopleSoft market.

The section that allows for third party access to your PeopleSoft software is generally in the Nondisclosure (ND) section of the SLSA. The standard language provided that "Licensee may provide access to and use of the Software only to those third parties that: 1) provide a service to the licensee specific to the licensee's use of the software, 2) have agreed to the same level of nondisclosure imposed by the licensee as is provided for in the SLSA, and 3) have a need to use and access the applications to perform their duties for the licensee." Since Raytheon's contract predates this explicit verbiage, the agreement may well be silent on such third party access.

Scott suggested that the only areas where the missing ND language may have been added at a later time would have been in the Extended Enterprise License. PeopleSoft did not do so pro-actively, but many customers insisted that the previously one-sided ND language be expanded to include a more mutual arrangement. When asked to do so, PeopleSoft would provide the newer, more expansive nondisclosure language that includes the verbiage above. This might be a place to look. Additionally, Scott seemed to think that if you have an exhibit to cover ND, that the exhibit should speak to this or similar language.

The Extended Enterprise License (EEL) does point out that PeopleSoft grants Licensee the right to use the Extended Enterprise Capabilities for the sole purpose to expand the deployment of the Software in connection with Licensee's and its Designates' operations to meet Licensee's internal processing requirements. Where Designate is defined as Licensee's customers, suppliers, vendors, benefits providers and other such external parties that Licensee may provide with a right to use the licensed PeopleSoft software modules. Additionally, the EEL typically provides stronger, explicit language around a customer's rights to modify the software

**Changes in PeopleSoft Ecosystem Prompted Changes to language in SLSA.**

As I stated on the call today, and Scott re-iterated when I spoke with him just now, the widespread use of and PeopleSoft's dependence on the third party PeopleSoft consulting organizations to provide implementation and upgrade services prompted the additional language provided in the 1995 and beyond agreements. These services were by the very nature predicated on the third party consulting organizations access to their clients' software. Although, Raytheon did obtain a separate agreement or addendum from PeopleSoft authorizing the hosting of the PeopleSoft applications in a CSC data center, Raytheon has no doubt enlisted consultants to assist with implementations and upgrade work over the past eleven years without such additional language. And it is certain that these individuals would have required software access to perform their duties for Raytheon.

**Third Party Consulting Services**

In a published survey conducted by PeopleSoft in 1997 and again in 1998 (the only two years in which the results were published), nearly ninety-one percent (91%) of PeopleSoft customers used outside consulting services to implement their HRMS applications. The overwhelming majority of these consultants were, and still are today, third party consultants who access the customer's applications. And the percentages increase slightly each subsequent year.

Specifically the survey stated, "The industry is full of people who have already implemented a client/server system. If you need assistance for specialized implementation tasks, you might consider contracting with consulting organizations such

as PeopleSoft Professional Services, PeopleSoft implementation partners, or other third-party service providers. Consultants in these groups have in-depth knowledge and skill sets that can supplement your project team. An implementation takes careful planning and management, so many of you rely on consulting services to assist in all or specific phases of your implementation. As you will see in the table below, the majority of respondents, across all product areas, do seek outside consulting assistance for their implementations."

In fact, at the time of that survey, the average level of outside consulting for PeopleSoft customers for an implementation of HRMS was 10.33 Full Time Equivalents (FTEs), the majority of which served technical or functional roles which would require software access (ie, Functional Analyst, Technical Analyst, DBA, etc.). Additionally, these respondents employed the use of outside consulting for production support during their first year following implementation at an average of 7.29 FTEs.

*Customers changing the software code using PeopleTools:*

The same survey took a look at how widespread the use of PeopleTools for development purposes (ie, modifications) was employed. The survey stated, "We provide you with the same PeopleTools we use to develop our applications so that you can easily customize and enhance your PeopleSoft applications to meet your unique business needs. We thought it would be interesting to take a look at how many respondents are using PeopleTools as well as other development and reporting tools that we develop - such as EDI Manager - or tools developed by our third-party partners, such as Crystal Reports." and "As expected, almost all respondents have used PeopleTools to tailor their applications."

For PeopleSoft HRMS, 87% of the customers used PeopleTools for developing modifications to the software.

For PeopleSoft HRMS, 80% of the customers used PeopleSoft Query for developing modifications to the software and/or reports

For PeopleSoft HRMS, 80% of the customers used SQR Report Writer for developing modifications to the software and/or reports.

For PeopleSoft HRMS, 78% of the customers used Crystal Reports for developing modifications to the software and/or reports.

As you can see, not only do an overwhelming majority of PeopleSoft customers use PeopleTools and other PeopleSoft provided development tools to modify delivered applications, PeopleSoft marketed the ability to do so as a competitive differentiator to other software companies, namely SAP.

It is along these very same lines which PeopleSoft has touted in the documented publications titled "1997 PeopleSoft Implementations Report- Results of a Customer Community Survey" and "1998/1999 PeopleSoft Implementations Report - Results of a Customer Community Survey" that TomorrowNow proposes to support Raytheon's PeopleSoft applications. We use a disciplined approach to solve your company's software issues by accessing your software as a consultant or agent on your behalf and potentially making a modification to correct the issue using PeopleTools, SQR, or some other PeopleSoft provided development tool as described in the survey above. There is no difference, perceived or otherwise, between the practices which PeopleSoft describes and advises in these two publications and the services which TomorrowNow provides its customers.

With the understanding that Scott may not have much to add to the comments I shared above, he would still be more than willing to speak with you to try to provide any additional insight yo may wish to get from him. Please let me know your thoughts.

Regards,

Spencer

**Spencer Phillips**  
**Senior Account Executive**

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Lori A Jagger <Lori\_A\_Jagger@raytheon.com>  
11/07/2005 02:46 PM To  
spencer\_phillips@tomorrownow.com cc Salvatore J  
Tecci <Salvatore\_J\_Tecci@raytheon.com> Subject  
Raytheon request for follow-on meeting

Spencer,

Thank you for your time this afternoon. Sal and I are both flexible for meeting with you and Scott tomorrow morning. We are available to meet as early as 8:30 ET. Please let us know a time convenient to you.

Best regards, Lori  
781.642.2905 office  
978.394.6662 cell

