

YEAR 2000 WARRANTY (Apr 2000)

(a) The Seller warrants that the information technology (i.e., telecommunication, computer hardware, firmware, and software products) delivered under this subcontract will accurately process (including, but not limited to, calculating, comparing, and sequencing) date/time data from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap-year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. If this subcontract requires that specific delivered products must perform as a system, then this warranty applies to those products as a system.

(b) The duration of this warranty and the remedies available to the Company for its breach shall be as defined in, and subject to the limitations of, the warranty clause in the Company's Terms and Conditions included in this subcontract; provided, that notwithstanding any provision to the contrary in that warranty clause or in the absence of a warranty clause, the Company may require repair or replacement of any delivered information technology the non-compliance of which is made known to the Seller in writing within 90 days after delivery. Nothing in this clause limits rights or remedies that the Company may have with respect to other than Year 2000 performance.

(c) Performance failures attributed to the turn of the century occurring after the expiration of the warranty in the Terms and Conditions are hidden or latent defects and shall be promptly remedied by the Seller by the upgrade or replacement of the affected hardware, software and/or firmware at no expense to the Company.