

## **YEAR 2000 WARRANTY (2-99)**

The Seller warrants all telecommunication, computer hardware, firmware and software products provided under the subject subcontract will accurately process, prior to, during and after the year 2000, all: (i) date related data, and (ii) dates before, on or after January 1, 2000, including but not limited to accurately inputting, storing, manipulating, comparing, calculating, updating, recording, displaying, outputting, and transferring such dates and data when used in accordance with the product documentation provided by the Seller, provided all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange data.

The duration of this warranty and the remedies available to Oak Ridge Associated Universities (the "Company") and the Government shall be as defined in, and subject to the terms and limitations of the warranty provisions under the Company's terms and conditions. Nothing in this provision shall be construed to limit any other rights at law or in equity the Company and/or the Government may have with respect to other than Year 2000 performance.

Any performance failures attributed to the turn of the century occurring after the standard warranty period are considered hidden or latent defect(s) and shall be remedied by the Seller by the upgrade or replacement of the affected hardware, software and/or firmware at no expense to the Company and/or the Government in a prompt manner as required under the standard warranty provisions herein.