

CORRECTION OF DESIGN DEFICIENCIES

(A) For the correction of design deficiencies, and at no increase in contract price and/or option prices, Seller shall be responsible, as directed by Buyer, to accomplish any one or more of the following corrective actions, in part or in their entirety, to bring all equipment (e.g., preproduction, production, etc.), mock-ups, lighting standards, spares, computer software programs, data, technical manuals and any other items, delivered or to be delivered, up to the specified requirements of the contract and/or options -

- (1) Failure analysis, redesign, rework, retesting, fabrication and replacement of parts associated with retrofit and/or forward fit of equipment, including spares.
- (2) Supplying of modification kits and appropriate field service personnel for installation of such modification kits.
- (3) Updating of technical data requirements of SDRL and technical manuals.
- (4) Redesign, rework, fabrication and replacement of tools and test equipment.
- (5) Redesign, rework, fabrication and replacement of computer software programs.
- (6) Any other recurring and/or nonrecurring effort necessary to accomplish the required corrective action.

(B) Seller's responsibilities for correction of deficiencies, at no increase in contract price and/or option prices, include, but are not limited to, deficiencies disclosed as a result of any one or more of the following tests and related activities;

- (1) inspections
- (2) development tests - (which include element development tests, prototype/preproduction development tests, reliability development tests, and etc.)
- (3) demonstration tests - (which include laboratory demonstration tests, of which reliability demonstration tests are a part, maintainability demonstration tests, and etc.)
- (4) acceptance tests - (which include individual tests, production duty cycle tests, production acceptance sampling tests, and etc.)
- (5) physical configuration audit
- (6) GSE/automatic test equipment/VAST compatibility tests
- (7) other tests performed by the Seller
- (8) associated Buyer and/or government testing - (which includes system integration tests, flight development tests, etc.) Moreover, if the corrective action required on Seller's equipment has an impact on any GSE purchased

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from and/or under option with Seller, the Seller shall also have the responsibility for performing the corresponding corrective actions, outlined in (1) through (6) above, on the GSE at no increase in price for the GSE.

- (C) In the implementation of the above provisions, the Seller shall be responsible for the correction of design deficiencies through such period of time required for successful completion of the various tests and related activities discussed above.