

**TL 9000 REQUIREMENTS
(REPRESENTATION AND WARRANTY LANGUAGE)**

QUALITY SYSTEM WARRANTY:

A. TL 9000 Representation and Warranty

1. As used in this Section, the term:

(a) "TL 9000 Registration" is a certification of TL 9000 Compliance and indicates the successful completion of a Registration Audit by a TL 9000 Registrar, as evidenced by a TL 9000 Certificate, and includes monthly performance metric data submissions to the QuEST Forum's Measurement Repository System in accordance with the TL 9000 Measurements Handbook. TL 9000 Registration (i) may apply to the quality management system for Hardware, Software, Services, and/or Documentation or any combination thereof and (ii) may cover an entire company, a business unit, facility or a limited, defined product line as mutually agreed by Seller and the Registrar. The scope of TL 9000 Registration will be clearly defined within the TL 9000 Certificate. TL 9000 Registration lasts for 3 years, covers 100% of the scope of the entity being registered (i.e., company, organizational unit, facility or limited, defined product line) and the TL 9000 Quality Management System Requirements.

(b) "TL 9000 Certificate" defines the scope of TL 9000 Registration and certifies that Seller's applicable quality management system is TL 9000 Compliant and has successfully completed a TL 9000 Registration Audit by a TL 9000 Registrar.

(c) "TL 9000 Registration Audit" means a planned, independent and documented assessment of a Seller's quality management system that is performed by a TL 9000 Registrar to determine TL 9000 Compliance of such system.

(d) "TL 9000 Registrar" means an organization that meets the requirements established by the Quality Excellence for Suppliers of Telecommunications Leadership Forum ("QuEST Forum") and affirmed by the accreditation body for the purpose of administering the TL 9000 Registration process. Registrars perform TL 9000 Registration Audits under a contractual arrangement with the Seller (the "Registration Contract"). Registrars are responsible for verifying that a contracting Seller has implemented a quality management system that complies with TL 9000 Requirements for as long as the Registration Contract is in effect.

(e) "TL 9000 Quality Management System Requirements," referred to herein as "TL 9000 Requirements," mean the telecommunications quality system requirements that are common to the design, development, production, delivery, installation and maintenance of hardware, software and/or services established by the QuEST Forum. In addition to common quality requirements, the QuEST Forum has also established separate quality system requirements that are specific to hardware, software and services, respectively, as part of the TL 9000

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Seller Company Name

EXHIBIT H APPENDIX H-2

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Contract Number

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QUALITY STANDARDS, PROCEDURES AND COMPLAINTS

1.1 QUALITY COMMITMENT Commitment to quality is a primary requirement of this Agreement and as used herein shall mean conformance to the terms, conditions and SPECIFICATIONS of this Agreement. Seller will assure continued Quality Improvement in the Products and Services purchased pursuant to this Agreement. Seller will demonstrate commitment to a Quality Improvement Process by maintaining:

1. A published statement of its quality policy signed by an officer of the company;
2. An established means of measuring and reporting Purchaser satisfaction;
3. A quality training and awareness program;
4. A continuous Quality Improvement Process;
5. An established means of monitoring conformance to requirements for Products and Services; and
6. An established Product Quality Inspection Program.

Upon request by Purchaser, Seller shall provide a copy of any or all of the above at no cost to Purchaser.

1.2 QUALITY SYSTEM Seller shall document, implement and maintain a quality control, assurance and improvement system which assures that the System(s), Product(s) and Service(s) provided to Purchaser meet all performance standards and requirements, and perform in accordance with Specifications, including, but not limited to those contained in **Attachment A** hereof, entitled "Quality, Reliability and Engineering Specifications," together with the following: TL 9000 Quality Management System Requirements, Book 1 Release 5.0, and TL 9000 Quality Management System Measurements, Book 2, Release 4.0. Seller shall be in compliance with all updates or subsequent releases to such performance standards and requirements, including all those listed in this Article hereof, entitled QUALITY, STANDARDS, PROCEDURES, AND COMPLAINTS or in any appendix attached hereto, or as currently denominated by the QuEST Forum, Telcordia or (Purchaser).

If for any reason Seller is unable to comply with an update or subsequent release to any of the performance standards or requirements noted above within a reasonable timeframe, Seller shall notify Purchaser within thirty (30) days of general availability or notice of updated standard or requirement, and a timeframe shall be mutually agreed upon.

Seller agrees to allow Purchaser or Purchaser's Agent to conduct periodic on-site reviews at Seller's Hardware manufacturing and Software development facility(s) to verify compliance with Specifications. Seller also agrees to develop corrective action plans for any quality system deficiencies that may be detected during these periodic on-site reviews, and submit such plans to the Purchaser or Purchaser's agent within thirty (30) days after the review. Further, Seller agrees to implement these corrective action plans within six (6) months after the review.

1.3 QUALITY PERFORMANCE REPORTING SELLER agrees to provide, upon request by Purchaser and at no cost to Purchaser, data reports which demonstrate the performance of the Seller's Product while in development, manufacture and service, and the adherence of the Seller's Product to the Specifications. Requirements for collecting, calculating

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and reporting data are defined in documents listed in **Attachment A** hereof-entitled QUALITY, RELIABILITY AND ENGINEERING SPECIFICATIONS. In addition, Seller shall evaluate and pursue Capability Maturity Model Integration (CMMI) v1.2 methodology within its Software Engineering processes for quality improvement. Seller agrees to semi-annual progress reviews with Purchaser to review findings and plans to upgrade processes where necessary. Seller shall evaluate the benefits of using the “staged” approach for progressing through the CMMI levels. Seller shall also develop a CMMI (Capability Maturity Model Integration) Migration and Implementation Plan within six (6) months of contract execution. Seller shall at no cost to Purchaser, reach defined CMMI Level 2 maturity within eighteen (18) months of contract execution, and Level 3 maturity within twenty-four (24) months of contract execution. Seller shall at no cost to Purchaser, maintain continuous improvement by pursuing CMMI Level 4 through Level 5 once previous levels have been achieved.

All requested reports and data shall be delivered to Purchaser’s Supplier Quality Management Organization at:

(Contact Name)
(Title)
(Company)
(Company Address)

And to Purchaser’s Strategic Sourcing Organization at:

(Contact Name)
(Title)
(Company)
(Company Address)

Seller agrees to render other periodic reports for service affecting conditions or other conditions that affect the operations and administrative procedures of Purchaser or its AFFILIATES, or as otherwise requested by Purchaser or its AFFILIATES. All provided information shall be proprietary to Purchaser.

1.4 SOURCE INSPECTION Source Inspection means that Purchaser shall have the right to conduct due diligence inspection and testing at the Seller's, and any of its subcontractors, facilities at any point or on a continuing basis as Purchaser may deem appropriate. Source Inspection applies to all Products. Source Inspection shall be performed by a Purchaser representative. When requested, Seller shall furnish Purchaser full access to its facilities and those of its subcontractors. Seller shall provide appropriate documentation to demonstrate that the Product does conform to all SPECIFICATIONS, and the Seller's projected failure rate, along with the test data that substantiates the conformance of Product prior to shipment. Unless Purchaser gives Seller written notice to the contrary, Seller shall notify Purchaser when the Product is ready for inspection and Purchaser or its agent shall be given reasonable opportunity to inspect the Product at any time prior to shipment under agreed upon Quality Program Specifications listed in **Attachment A** hereof entitled QUALITY, RELIABILITY AND ENGINEERING SPECIFICATIONS. Inspection or failure to inspect on any occasion shall not affect Purchaser's rights under Article 14 hereof, entitled WARRANTY or any other provisions of this Agreement.

Seller shall make available at no additional cost to Purchaser, such production testing facilities, labor, data, specifications, procedures and such other documents, and assistance as necessary for Purchaser or its agent to perform inspection, as indicated in **Attachment A**, herein entitled QUALITY, RELIABILITY AND ENGINEERING SPECIFICATIONS. In addition, Seller shall make available to Purchaser or its agent at no additional charge, data obtained through Seller's normal routines, which show results of Seller's inspection, tests and audits of Product as specified in the Quality Program Specifications. Such data shall be sufficient to demonstrate that the Product meets all quality and reliability requirements.

Where Purchaser finds received Products and Services do not meet Specifications and other Quality and Reliability requirements, the cost of the review of the quality management system, process, product, or service, as well as any required re-audits or follow-up audits of the facility in question, inspection and testing, replacements, and shipping shall be borne by the Seller. This shall also apply to any cost of the review of the quality management system, process, product, or service, as well as any required re-audits or follow-up audits, inspection and testing, replacements, and shipping of the Seller's contract manufacturers' or subcontractors' facilities. Costs shall be limited to the travel and living expenses of the Purchaser representatives. Any such travel and living will be arranged and booked by the Seller in agreement with the Purchaser representatives. Transportation from or to locations outside the continental United States shall be by business or comparable flight class. The number of Purchaser representatives, as well as the duration of the audit, shall be agreed upon by the Purchaser and Seller at the time of the negotiation.

Purchaser reserves the right to have the Seller inspect and test 100% of their Product at their cost in cases where Product does not meet SPECIFICATIONS.

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1.5 CONTRACT MANUFACTURER/SUBCONTRACTOR SELECTION (for critical components/subsystems) In the event Seller uses a contract manufacturer or subcontractor to fulfill the terms of the Agreement, Seller shall do the following:

1. 100% FINAL product inspection conducted prior to shipment to Purchaser;
2. Provide a copy of their "Approved Vendor List" (AVL) to Purchaser;
3. Conduct support activities;
4. Commit to contract manufacturer or subcontractor registration to TL 9000 Quality Management System Standard, Release 4.0 (or subsequent release);
5. Provide, upon Purchaser's request, a copy of internal and/or contract manufacturer/subcontractor audit plans/schedules and most current audit results.

1.5.1 OFFSHORE ACTIVITIES Seller shall notify in writing Purchaser's Project Manager, - Sourcing Process Leader, and – Supplier Quality Management organization at least sixty (60) days prior to commencement of offshore work activities either at its own facilities or those of Seller's contract manufacturer(s) or subcontractor(s). Purchaser has the right to request from Seller, and upon request, Seller shall provide the following in regard to Seller or Seller's contract manufacturer(s) or subcontractor(s):

1. Quality Management Systems documentation;
2. Copies of the most current Quality Audit reports/records as they pertain to related locations, facilities, processes, products, and/or services.

1.5.2 OFFSHORE ACTIVITY LANGUAGE For purposes of this Section, "offshore" means outside the contiguous forty-eight continental United States. If Seller or its subcontractor(s) conducts or plans to conduct manufacturing, development or processing of products (including software and firmware) or performance of services, or components of products or services, (collectively "production") offshore, and products or services are to be furnished to Purchaser or its customer(s), Seller, at a minimum, shall:

1. Notify in writing Purchaser's Project Manager, Strategic Sourcing Process Leader, and Purchaser's Supplier Quality Management organization of the nature and location of any offshore production (a) at the time of Seller's response to any Purchaser request or revised request for proposal or information ("RFP") and (b) if different, occurring after Seller's response to any RFP, and prior to the time of execution of the Agreement.

2. Notify in writing Purchaser's Project Manager, Strategic Sourcing Process Leader, and Purchaser's Supplier Quality Management organization, prior to the commencement or initiation of any additional or different offshore production after execution of the Agreement. Such notice shall be provided as soon as Seller or its subcontractors commence definitive planning of such offshore production. At least sixty (60) days prior to commencement, Seller shall notify Purchaser of plans to conduct any such additional or different offshore production; such notification may be furnished to Purchaser's Executive Director-Strategic Sourcing / Network or [an alternative may be inserted only with the permission of the Sourcing Executive Director], or their respective successors.

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Such additional or different offshore production shall include without limitation, relocation or transfer, directly or indirectly, of production activities from within the Continental United States to offshore locations.

1.6 PRODUCT TESTING All Product shipped to Purchaser shall receive Seller testing to demonstrate functionality, quality and reliability. The Seller's test environment shall emulate or simulate the Purchaser's actual Product application/usage conditions as identified in the Specifications. Seller's testing shall be of a sufficient magnitude and duration to demonstrate full Product feature functionality in accordance with Specifications. If Seller's quality level for this final test stage does not conform to the Specifications, then Seller shall notify Purchaser immediately of such non-conformance before Product shipment, and Purchaser will advise Seller as to the disposition of this Product (accept or not accept).

1.7 QUALITY SURVEILLANCE Seller agrees to quality system surveillance activities through Purchaser or its agent designated by Purchaser to demonstrate that the quality system is achieving results consistent with product quality, engineering and reliability requirements. The scope and frequency of these surveillance activities will be based on the Seller achieving and maintaining consistent and stable quality and reliability results.

1.8 TECHNICAL ANALYSIS Seller agrees to fund Product technical analysis activities that may be required by Purchaser to deploy the Product in the Purchaser's NETWORK through Purchaser's or its agent's program or through test laboratories approved by Purchaser or its agent. Purchaser may request Product technical analysis activities in instances where the Seller cannot provide sufficient validation of Product performance, quality and reliability.

1.9 COMPLAINTS

1.9.1 ENGINEERING COMPLAINTS The Seller shall handle all Engineering Complaints (EC) submitted by Purchaser in accordance with GR230, Issue 2, as modified below, together with such further and additional requirements set forth in **Appendix A** hereof entitled Quality, Reliability and Engineering Specifications.

a) Purchaser recognizes (Section 2.1.R2-1, Applicable Use of Engineering Complaints; Section 2.2. CR-2, Emergency or Special Handling; Section 2.3.R2-3 Non-Applicable Uses of Engineering Complaints: and Section 2.5.3. R2-9 EC Confirmation Report-EO-150) as guidelines and typical examples, "**NOT**" as requirements or objectives:

b) Purchaser "**DOES NOT**" recognize (Section 2.5.4.R2-11, EC Interim Report-EO-151) the Seller shall notify Purchaser of a proposed Action Plan for the Complaint within 15 days of receipt.

In addition, the following requirements shall be adhered to:

In the event that a Purchaser's Engineering Complaint (EC) is marked "SERVICE EMERGENCY," then Seller agrees to exert effort that goes beyond that which is

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customarily provided to resolve the EC. Such effort will be consistent with the level of effort the Seller will furnish to support Purchaser and its AFFILIATES under the Section 12.3 hereof, entitled REPAIRS AND REPLACEMENT and Article 17 hereof, entitled EXTRAORDINARY SUPPORT.

Upon receipt of Purchaser's EC identified as a fire or safety hazard, Seller agrees to acknowledge receipt of such EC and to respond within twenty-four (24) hours. This response shall include the proposed remedy or proposed corrective action to resolve the stated problem, or the date when the accepted solution will be completed.

In the event the Seller anticipates that the proposed solution to the EC will exceed thirty (30) days, Seller shall, once every two weeks, issue an Interim Report to Purchaser, reporting actions taken and progress made during the reporting period. In addition, such reports will indicate the date by which Seller anticipates that the ongoing EC study will be successfully concluded.

Seller shall create and maintain a tracking system that records and summarizes all events surrounding any EC submitted by Purchaser. Seller shall also provide Purchaser with on-going reports at monthly intervals as to what manifested the EC, what remedial actions were made by Seller as a result of the Complaint and the result(s) of those remedial actions. The overall progress and performance results shall be reviewed by Purchaser and Seller to evaluate the overall quality of the process.

Upon Acceptance of Seller's resolution by Purchaser, Seller shall implement necessary changes within thirty (30) days.

In the event an EC causes Purchaser to incur additional costs, Seller shall be responsible to reimburse Purchaser and/or its Affiliate for such costs. Purchaser shall substantiate such costs and submit to Seller a claim for such costs. Seller shall pay such claim within thirty (30) days after resolution of the EC upon which the claim is based. In the event Seller fails to pay such claim, Seller shall compensate Purchaser in accordance with Section 18.2 hereof, entitled PERFORMANCE COMPENSATION PAYMENTS.

If Purchaser or its Affiliate disagrees with Seller on the implementation schedule and/or resolution of Complaint, Purchaser or its Affiliate shall have the right to escalate the matter for review on the implementation schedule, validity of the complaint, and/or resolution to higher management in accordance with Article 28 hereof, entitled ALTERNATE DISPUTE RESOLUTION.

1.9.2 SELLER QUALITY COMPLAINTS In the event Purchaser determines that Product furnished hereunder does not perform in a satisfactory manner or is unsatisfactory in other respects, Purchaser may issue a Seller Quality Complaint (SQC) in writing to notify Seller. Seller shall provide an acknowledgment to Purchaser within ten (10) days of receipt. Within twenty (20) days, the Seller shall provide a final report specifying, as required, the change in design, manufacturing process or installation and/or engineering instructions required to address Purchaser's SQC. The report will include the root cause of the SQC, condition and a plan for immediate corrective action

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to correct the SQC, and a long-term plan to ensure continued quality Products are provided.

Nothing herein shall obviate Seller's obligations (including but not limited to the following EXHIBITS and/or Sections of this Agreement regarding warranty, repair and replacement): EXHIBIT J 2 Section 1.2 STANDARDIZATION hereof, entitled CHANGES TO HARDWARE OR SOFTWARE/PRODUCT CHANGE NOTICES (PCNs), and Section 18 hereof, entitled PRODUCT WARRANTIES, SERVICES AND SUPPORT and EXHIBIT C PURCHASE FOR RESALE LICENSE WARRANTY AND PRODUCT SUPPORT, EXHIBIT D PURCHASE FOR INTERNAL USE, LICENSE WARRANTY AND PRODUCT SUPPORT,

Purchaser's points of contact for all complaint information and correspondence shall be:

(Seller Representative – Name/Title)
Seller Representative's Organization
Seller Company Name
Seller Company Address

1.10 SUPPLIER PERFORMANCE SCORECARD (SCORECARD) Purchaser may implement a TL 9000-based Scorecard as a means of measuring the Seller's overall performance to ensure the Seller is in compliance with performance levels established for Purchaser's business units. Seller shall be responsible for reporting monthly performance data in accordance with specific metrics developed for the applicable product/service. Performance levels or "targets" will be assigned to assess the Seller's performance via the Scorecard process, and the Seller shall be required to meet or exceed the established targets each month.

Where Seller is certified to the TL 9000 quality management system standard, Seller shall extract "Purchaser-specific" performance data from the monthly performance data submitted to QuEST Forum's Measurement Repository System (MRS), and shall provide "Purchaser-specific" data to Purchaser monthly.

In accordance with the Scorecard process, for any Scorecard performance metric result in a "Yellow" status for two (2) consecutive months, Seller may be required by Purchaser to submit a Corrective/Preventive Action Plan. However, for any Scorecard performance metric result in a "Red" status for two (2) consecutive months, or for two (2) consecutive months is in "Yellow" status for one month and in "Red" status for one (1) month, Purchaser shall issue a formal Corrective Action Request (CAR) to Seller. Subsequently, Seller shall acknowledge receipt of CAR within five (5) calendar days from date of CAR issuance and shall submit to Purchaser a written Corrective/Preventive Action Plan within twenty (20) calendar days from date of CAR issuance. If within a mutually agreed upon timeframe, the Corrective/Preventive Action Plan has not resulted in meeting or exceeding the established target for said performance metric, then the Purchaser may exercise remedies as set forth in this Agreement.

If, based upon the monthly Scorecard data collected for the products/services covered under this Agreement, the Seller fails to maintain a total score of eighty-five percent (85.0%) or above for three (3) consecutive months, the Purchaser may, in addition to other rights under this Agreement, terminate the Agreement all or in part as specified in (Section 19.3), TERMINATION PURSUANT

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TO DEFAULT, of this Agreement. The Purchaser's right to terminate this Agreement for Cause are not precluded by the Purchaser's delay in exercising its rights under this Agreement.

1.11 CONTINUOUS QUALITY IMPROVEMENT PLAN Seller shall have a written plan for continuously assessing and improving the quality and reliability of Products and Services in accordance with TL 9000 requirements. Seller's Quality Improvement Plan (QIP) shall incorporate and use a well-defined and written set of metrics, including the TL 9000 metrics applicable to the products and services covered under this Agreement. This plan will assess internal development data and field performance data used to improve Seller's performance. Metric collection, analysis, validation, and reporting should be conducted on a continual basis. Both field performance and in-process data shall be utilized.

Upon request, all information, including, but not limited to, plans, procedures and results, in Seller's QIP shall be made available to Purchaser for review.

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ATTACHMENT A

Quality, Reliability and Engineering Specifications

Supplier shall be expected to comply with the current issue of the listed specifications. Going forward Supplier shall be in compliance with the any further updates to the TL9000 Quality Management System Requirements Handbook and Measurement Handbook.

Copies may be ordered through the American Society for Quality by calling (800) 248-1946. Additional information on TL 9000 may be found on the QUEST Forum web site at www.questforum.org.

Information and ordering instructions for the technical references below may be obtained by contacting Telcordia Technologies at the following number: 1-800-521-2673 (current charges apply).

TECHNICAL REFERENCES

Number	Date	Title
TL 9000	11/09	TL 9000 Quality Management System - Requirements Handbook, Release 5.0
TL 9000	12/06	TL 9000 Quality Management System Measurements Handbook, Release 4.0
GR-63	03/06	Network Equipment - Building System (NEBS) Requirements: Physical Protection Issue 3
GR-78	09/97	Generic Requirements for the Physical Design and Manufacture of Telecommunications Products and Equipment
GR-209	02/06	Requirements for Product Change Notices Issue 5
GR-230	12/97	Requirements for Engineering Complaints
GR-282	08/06	Software Reliability And Quality Acceptance Criteria (SRQAC), A Module Of RQGR, FR-796 Issue 4
GR-383	02/06	COMMON LANGUAGE® Equipment Codes (CLEI™ Codes) - Generic Requirements for Bar Code Labels Issue 3
GR-485	04/04	Common Language® Equipment Codes (CLEI™ Codes)- Generic Requirements for Processes and Guidelines Issue 5
GR-929	12/02	Reliability and Quality Measurements for Telecommunications Systems RQMS-Wire line), A Module of RQMS, FR-929 and RQGR, FR-796 Issue 8
GR-1089	06/06	Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunications Equipment Issue 4
GR-1315	12/97	In-Process Quality Metrics (IPQM)
GR-1421	06/95	Generic Requirements for ESD Protective Circuit Packet Containers
SR-NWT-2759	01/95	A View of Packaging, Palletization and Marking Requirements
SR-332	05/01	Reliability Prediction Procedure for Electronic Equipment

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TR-NWT-000357	10/93	Generic Requirements for Assuring Reliability of Components Used in Telecommunications Equipment
GR-418	12/99	Generic Reliability Assurance Requirements For Fiber Optic Transport Systems A Module Of RQGR, FR-796 Issue 2
GR-840	06/00	Supplier Support Generic Requirements (SSGR), A Module of LSSGR, FR-64; OTGR, FR-439; and TSGR, FR-440 Issue 1
TR-NWT-000870	02/91	Electrostatic Discharge Control in the Manufacture of Telecommunications Equipment

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Requirements. TL Requirements also include such Requirements as updated or amended from time to time by the QuEST Forum.

(f) "TL 9000 Compliant" or "TL 9000 Compliance" means that Seller's applicable quality management system fully meets the TL 9000 Requirements as documented by the receipt of either:

- (i) TL 9000 Certificate; or
 - (ii) TL 9000 Compliance Statement
- as such terms are defined herein.

(g) "TL 9000 Compliance Statement" is an affirmative indication in writing that Seller's quality management system has met the TL 9000 Requirements from any quality auditor who is independent of Seller, is certified to perform TL 9000 audits and is not a TL 9000 Registrar ("Quality Auditor").

(h) "TL 9000 Product Category Table" means the auditable TL 9000 Requirements (which are referred to herein as the TL 9000 Quality System Measurements) as published in TL 9000 Quality Management System - Measurements Handbook by the QuEST Forum.

2. (a) Seller represents, warrants and agrees that within one year from execution of this Agreement, or sooner if possible, it will use commercially reasonable efforts to ensure that the processes it utilizes to produce Hardware, Software, Services, and/or Documentation or any combination thereof under this Agreement will be under quality management system(s) that shall have undergone TL 9000 Registration. Seller shall maintain its TL 9000 Registration for the term of this Agreement. Seller shall provide Customer written documentation of its TL 9000 Registration, consisting of copies of Seller's TL 9000 Certificate(s) within thirty (30) days from the date of issuance of such written documentation of TL 9000 Registration.

(b) If Seller has not provided documented evidence of its TL 9000 Registration, i.e., the TL 9000 Certificate, within one year, or sooner if possible, from the execution of this Agreement, then, Seller shall provide Customer upon Customer's request and at no additional charge, the following for each of Seller's quality management systems described above that have not achieved TL 9000 Registration:

- A TL 9000 quality plan that conforms to the most current versions of (i) the TL 9000 Requirements and (ii) the TL 9000 Quality System Measurements.
- The elements to be detailed in such quality plan shall include (at minimum): (i) a schedule for achieving TL 9000 Registration; and (ii) designation of Seller's quality representative and of the Seller senior executive with quality responsibility.

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EXHIBIT H APPENDIX H-2

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(c) Seller shall provide Customer upon Customer's request or on the reporting basis stated herein and at no additional charge, the following information for each of Seller's quality management systems described above whether such systems have achieved TL 9000 Registration or not:

- (i) TL 9000 Registration Audit results, if any;
- (ii) Quality management system review goals and objectives on an annual basis; and
- (iii) the TL 9000 Registration Audit results for any business unit that has achieved TL 9000 Registration and received the TL 9000 Certificate.

(d) Prior to achievement of TL 9000 Registration, Customer and Seller will mutually agree on the format for delivery of quality performance measurements. Seller shall provide Customer with these measurements for each of Seller's quality management systems described above, which shall be submitted on a quarterly basis (within 20 working days after the end of each quarter

(e) After the achievement of TL 9000 Registration, Seller shall provide Customer with quality performance measurements for each of Seller's quality management systems described above. These measurements shall be submitted on a quarterly basis in conformance with the TL 9000 Quality System Measurements, including the TL 9000 Product Category Table, as required by TL 9000 Registration.

3. If Seller allows its TL 9000 Registration to lapse or if Seller is not compliant with the most current TL 9000 Requirements, Seller agrees to allow Customer or Customer's agent to conduct periodic on-site reviews at Seller's Hardware production/Software development facility(s) to verify compliance with TL 9000 Requirements or any such other industry-wide quality requirements that replaced TL 9000. Seller also agrees to develop corrective action plans for any of its quality systems that fail to comply with TL 9000 Requirements, or any such other industry-wide quality requirements that replaced TL 9000, that may be detected during these periodic on-site reviews, and submit such plans in writing to the Customer or Customer's agent for Customer's agreement within thirty (30) days after any such on-site review. Further, Seller agrees to implement these corrective action plans within a time frame as agreed to by Customer within such corrective action plan.

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B. Order of Precedence

In the event of conflict between the TL 9000 Representation and Warranty and any corresponding term of this Agreement, the terms of TL 9000 Representation and Warranty will take precedence.

C. Subcontractors

Seller represents, warrants and agrees that within 180 days from execution of this Agreement, or sooner if possible, it will use commercially reasonable efforts to ensure that the processes utilized by each of its subcontractors, if any, to produce component part(s) of the Hardware, Software, Services, and/or Documentation or any combination thereof provided under this Agreement will all be under quality management systems that are mutually agreeable to the parties. Seller shall monitor and audit such quality management systems and share the results of such monitoring and auditing with Customer on a quarterly basis to the extent such reporting would be allowed by the applicable subcontracts and in a format and on a reporting basis as are mutually agreed to by the parties.

At such time that the TL 9000 Requirements for subcontractors have been established, Seller shall assure that each of its subcontractors that produce component part(s) of the Hardware, Software, Services, and/or Documentation or any combination thereof provided under this Agreement is performing under a quality management system that is TL 9000 Compliant and shall provide to Customer on a quarterly basis: (1) such measurements regarding the quality systems of subcontractors as is mandated by the TL 9000 Requirements; (2) an identification of key subcontractors, their respective TL 9000 Compliance status and schedule for achieving TL 9000 Compliance; and (3) the designation of Seller's subcontractors' quality representative.

D. Term of TL 9000 Representations and Warranties

The representations, warranties and remedies set forth in this Section: (a) shall be in effect for the Term of this Agreement; and (b) are in addition to any other rights or remedies available to Customer under this Agreement or otherwise at law or equity. Notwithstanding anything to the contrary herein, the TL 9000 Registration Audit results, any information required to be disclosed under this Section, and the TL 9000 Certificate provided by Seller under this Section shall not be deemed proprietary to Seller.