

- (c) The personnel assigned to by SUB to perform the Services shall possess the qualification and experience reasonably necessary to perform the Services and the Services shall be performed in a workmanlike manner and in accordance with applicable industry standards.
- (d) To the extent any warranty regarding specific work product or deliverable ("Deliverables") is required to be provided to Customer under Prime Contract, during the applicable warranty period, any Deliverable delivered to TCS hereunder shall: (1) be free from material defects in workmanship or material or programming errors; and (2) shall conform to the performance capabilities, characteristics, specifications, functions and other descriptions and standards applicable thereto as set forth in the Prime Contract and applicable SOW thereunder. If defects are discovered during the warranty period, SUB shall promptly remedy such defects at no additional expense to TCS, provided that the warranty set forth in this Section shall not apply to the extent any error or defects in a SUB delivered Work arises from (i) modification or alteration of the Deliverable after delivery by SUB by any person not authorized by SUB, or (ii) materials provided by TCS for incorporation in the SUB Deliverable to be prepared by SUB.
- (e) SUB has conducted a background check with respect to each of the employees performing Services, and that there were no adverse results to that background check in any afore mentioned area. SUB will maintain an inventory of the results of those background checks and will certify the results thereof upon TCS' request.

THE WARRANTIES STATED ABOVE IN THIS SECTION 6 ARE THE ONLY WARRANTIES MADE BY SUB. SUB DOES NOT MAKE AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **6. Termination.**

- (a) TCS may terminate this Agreement upon thirty (30) days' prior written notice to SUB, with or without cause, in which case all SOWs shall terminate as well unless otherwise expressly specified by TCS in the termination notice. Further, this Agreement and the applicable Statement of Work hereunder shall automatically terminate if the Prime Contract or the applicable Statement of Work under the Prime Contract with Customer is terminated, provided that SUB still be obliged to provide any reasonable termination assistance (including any data migration requested by TCS). TCS will provide SUB with reasonable notice in such cases. In the event of a termination pursuant to this Section 6(a) TCS's sole liability to SUB shall be to pay amounts due for Services properly rendered through the effective date of termination.
- (b) In addition, either Party may terminate this Agreement or a Statement of Work immediately upon written notice to the other, in the event that the other Party breaches a material term of this Agreement or a Service Schedule, as the case may be, and fails to cure such breach within 30-day period after written notice of breach specifying the breach is provided to the breaching Party.
- (c) Notwithstanding the forgoing, this Agreement and SOW for the Project shall automatically expire with respect to the Services relating to the Project at such time as the Project terminates.
- (d) Upon termination or expiration of the Agreement in whole or in part, upon request from PRIME, SUB shall provide Termination/Expiration Assistance Services to facilitate seamless transition of Services to PRIME or Customer as directed by PRIME. If such Termination/Expiration Services are required to be provided beyond the effective date of termination or expiration, the provisions of the Agreement shall continue to govern the Termination/Expiration Services so provided and PRIME shall pay fees for such Termination/Expiration Services in accordance with the then current rates set forth in Schedule B or the applicable SOW.