

- (d) SUB agrees that except to the extent agreed in writing by TCS or Customer, SUB is responsible to provide at its own cost and expenses, facilities, personnel, and resources, including but not limited to equipment, tools and other materials, necessary for the proper performance of the Services.
  - (e) This Agreement governs the relationship and rights and obligations of the Parties in relation to SUB's services and deliverables with respect to the Project. This Agreement and terms and conditions **set forth herein are not intended to and shall not apply to the mutual engagement of the Parties in any other** project or the provision of professional services by one Party to the other in any project other than the Project.
  - (f) SUB shall cause everyone engaged by SUB to perform any Services hereunder to understand and comply with the terms of the Confidential Information and Inventions Assignment Provisions described in **Schedule C**. In accordance with its internal procedures, SUB may at its option obtain written agreement from its employees that they will abide by and conform with the requirements of Schedule C part of his or her selection to provide any such Services.
  - (g) In the event that this Agreement or the SOW expires or is terminated, SUB will make available to TCS the End of the Term Assistance and Termination Services as provided in Schedule D and applicable SOW hereunder in accordance with the provisions of the Prime Contract as applied to Services under this Agreement and SOW.
2. **Term.** The term of this Agreement shall begin on the Project Commencement Date set forth in this Agreement and shall continue until terminated pursuant to Paragraph 7 hereof.
3. **Invoice and Payment.** Unless a separate invoicing procedure is agreed under **Schedule B**, SUB shall provide TCS with a monthly invoice for the charges and expenses for the Services performed during the previous month. Each invoice shall be submitted promptly (before the fifth business day) after the end of the month for which it relates and shall be in a form containing the details as mutually agreed between the Parties. If and to the extent SUB is required under applicable law to collect any sales, use, value added or similar taxes imposed by any applicable taxing authority, measured by or based on the Services provided hereunder ("Sales Tax"), SUB shall include in the applicable invoice the applicable Sales Tax as a separate line item and TCS agrees to pay, or reimburse SUB for payment of, such Sales Taxes in addition to the charges and fees for the Services in accordance with Schedule B. Sales Taxes shall not include taxes based on gross or net income of SUB or other franchise or similar taxes or taxes on any consumables or services obtained by SUB in connection with the SUB's performance of Services hereunder. Invoices shall be sent to TCS Project Manager at the address provided to SUB by TCS in writing. TCS shall pay correct invoice(s) within ten days after TCS's receipt of corresponding payment from the Customer. Payments for undisputed charges shall be made in full when due. If TCS disputes any item(s) in the invoice, TCS may delay payment of such item(s) until the question has been resolved but shall not delay payment of the balance of the invoice. TCS shall identify in writing any disputed charges to SUB immediately upon receipt of the notice of nonpayment from the Customer and thereafter both parties will in good faith seek resolution with Customer. Upon such resolution, TCS will make payment of the amount found as due in such resolution, immediately. However, if the delay in making the payment is due to reasons caused by TCS and actions by SUB are not the reason for the delay, TCS will pay SUB for its services notwithstanding the delay in payment from Customer.
4. **Proprietary Rights.**
- (a) SUB provides services to TCS under data as a service model using SUB's proprietary technology. SUB will retain the ownership of the proprietary technologies and the processes used to provide the services. SUB acknowledges and agrees that all ownership, intellectual property rights, other rights, title and interest in materials arising from providing the Services hereunder and in any deliverables (including any data) so provided by SUB shall vest in the Customer, to the extent required under the Prime Contract, and otherwise in TCS.