## **BDS Terms and Conditions Guide**

Clause Number: F218 Effective: 01/09/2018

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## **Termination Liability Schedule (Variable)**

- (a) **Termination Liability of Buyer:** The termination liability amount authorized by Buyer under this Contract is set forth in paragraph (d). Seller agrees that such amount shall permit performance of this Contract through the date(s) indicated below (or in clause F216 as incorporated in this Contract).
- (b) **Buyer's maximum liability.** Notwithstanding anything in this Contract to the contrary, if this Contract is incrementally or partially funded (including undefinitized contract action) and is terminated, the maximum cumulative obligation for which Buyer shall be liable, for the Goods/Services under this Contract, including termination expenses, shall not exceed the total cumulative termination liability amount then authorized and set forth in paragraph (d).
  - (i) If this contract is fully funded and definitized and subsequently terminated, the termination liability schedule in paragraph (d) is an estimate, and termination settlement shall be in accordance with the Termination article of this Contract.
- (c) **Termination:** Nothing in this clause will limit the rights of Buyer to terminate this Contract for convenience or to cancel for default under the pertinent articles of this Contract.
- (d) **Termination Liability Schedule:** Buyer's monthly termination liability and cumulative termination liability is expressed in U.S. dollars and is shown through the date(s) indicated below (or in clause F216 as incorporated in this Contract).

## **Termination Liability:**

Month (MM/DD/YY)	Monthly (U.S. \$)	Total Cumulative (U.S. \$)

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