



System Replacement Agreement (including Support/Maintenance)

TABLE OF CONTENTS

PARTIES: 5

PREAMBLE: 5

PART 1: INTRODUCTION 5

1. DEFINITIONS AND INTERPRETATION 5

2. SCOPE OF AGREEMENT 9

3. CHANGE CONTROL 9

PART 2: SUPPLY AND INSTALLATION OF HARDWARE 11

4. DELIVERY AND INSTALLATION OF HARDWARE 11

5. TITLE AND RISK TO HARDWARE 11

6. HARDWARE ACCEPTANCE TESTING 11

7. HARDWARE WARRANTIES 12

PART 3: SUPPLY AND INSTALLATION OF SOFTWARE 13

8. DELIVERY AND INSTALLATION OF SOFTWARE 13

9. SOFTWARE DEVELOPMENT 13

10. SOFTWARE ACCEPTANCE TESTING 13

11. GRANT OF LICENSE 14

12. USE, COPYING AND MODIFICATIONS BY THE CUSTOMER 14

13. OWNERSHIP 15

14. CUSTOMER OBLIGATIONS AND RESTRICTIONS 15

15. SOFTWARE AND SUPPORT WARRANTIES 16

PART 4: I.T. CONSULTANCY SERVICES 17

16. I.T. CONSULTANCY SERVICES TO BE SUPPLIED 17

17. RESPONSIBILITIES OF THE PARTIES 17

PART 5: SYSTEMS INTEGRATION SERVICES 19

18. AGREEMENT TO INTEGRATE 19

19. SYSTEM ACCEPTANCE TESTING 19

20. SYSTEM WARRANTY 20

PART 6: MAINTENANCE OF HARDWARE 21

21. ADDITIONAL DEFINITIONS.....	21
22. PROVISION OF HARDWARE MAINTENANCE SERVICES.....	21
23. FEES.....	21
24. MAINTENANCE SERVICES.....	22
25. MAINTENANCE RESPONSE TIME.....	23
26. EXCLUSIONS TO MAINTENANCE.....	23
27. MISCELLANEOUS RESPONSIBILITIES.....	24
PART 7: SUPPORT OF SOFTWARE.....	26
28. SOFTWARE SUPPORT SERVICES.....	26
PART 8: CHARGES AND PAYMENT.....	28
29. PAYMENT.....	28
PART 9: GENERAL.....	29
30. INDEMNITY FOR INTELLECTUAL PROPERTY RIGHTS CLAIMS.....	29
31. INDEMNITY FOR INJURIES OR DEATH.....	30
32. LIMITATION OF LIABILITY.....	30
33. NO WARRANTIES EXCEPT THOSE REQUIRED BY LAW.....	31
34. TERMINATION.....	31
35. NOTICES.....	33
36. ASSIGNMENT.....	33
37. WAIVER.....	34
38. UNENFORCEABILITY.....	34
39. ENTIRE AGREEMENT.....	34
40. AMENDMENT.....	34
41. FORCE MAJEURE.....	34
42. NO MERGER.....	35
43. NO AGENCY OR PARTNERSHIP.....	35
44. FURTHER ASSURANCES.....	35
45. COUNTERPARTS.....	35
46. GOVERNING LAW.....	35
47. CONFIDENTIALITY.....	35
48. EXPORT CONTROLS.....	36

49. SPECIAL CONDITIONS.....	36
EXECUTED AS AN AGREEMENT.....	37
SCHEDULE.....	38
ANNEXURE A.....	43
ANNEXURE B.....	45

SYSTEM REPLACEMENT AGREEMENT (INCLUDING SUPPORT/MAINTENANCE)

THIS AGREEMENT is made on the date specified in the Schedule

PARTIES:

1. The party identified in the Schedule and hereinafter referred to as **“the Supplier”**
2. The party identified in the Schedule and hereinafter referred to as **“the Customer”**

PREAMBLE:

- A. The Customer wishes to decommission its existing computer system and replace it with the New System identified in this Agreement.
- B. The Supplier has agreed to assist the Customer with the decommissioning of the Customer’s existing computer system.
- C. The Supplier has also agreed to supply and integrate the New System and to provide other Services to the Customer on the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

PART 1: INTRODUCTION

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

“Acceptance Criteria” means the criteria against which the success or failure of the Acceptance Tests is judged.

“Acceptance Date” means the first to occur of:

- (a) the date on which the Acceptance Tests are successfully completed;