

SYSTEMS INTEGRATION AGREEMENT

This Systems Integration Agreement (“Agreement”) is entered into between _____ (insert legal name of integrator) (the “Integrator”) and _____ (insert legal name of customer) (the “Customer”).

1. Definitions

- a. *Hardware.* The term “Hardware” shall mean the system hardware components listed in Exhibit A hereof, including any replacements and upgrades, as well as documentation related thereto.
- b. *Software.* The term “Software” shall mean the operating system software listed in Exhibit B hereof, the applications software listed in Exhibit C hereof and the third party software listed in Exhibit D hereof, including all modifications, replacements, updates and enhancements of the foregoing, as well as documentation related thereto.
- c. *System.* The term “System” shall mean the Hardware and Software.
- d. *Effective Date.* The term “Effective Date” shall mean the last date that either party executes this Agreement.

PART I: HARDWARE ACQUISITION

2. Hardware Identification

Integrator shall supply Customer with the Hardware identified in Exhibit A hereof.

3. Hardware Limited Warranty

- a. *Scope of Limited Warranty.* Integrator warrants the Hardware to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the completion of installation. Integrator’s sole responsibility under this warranty is limited to the repair or replacement of any defective part of such Hardware which repair may, in the discretion of Integrator, be performed at Integrator’s or Customer’s premises or at the premises of the manufacturer of the Hardware. The cost of such repair or replacement, including labor and parts but excluding shipping, is the responsibility of Integrator.
- b. *Limitations on Warranty.* This warranty is void if Customer fails to maintain electrical power and environmental conditions described in any Integrator specifications or instructions, or if the System, or any part thereof, has been subject to any unauthorized modification, use with any unauthorized attachment, device or feature, accident, neglect, misuse, movement of location, use of unauthorized software or media, tampering, or any event other than ordinary use.
- c. *Exclusion of Other Warranties.* Except as set forth in Subsection 3.a hereof, Integrator does not warrant the products of any third party manufacturer or licensor which may be supplied with the System, and Customer agrees to look only to such third party for any warranty claim relating thereto. INTEGRATOR’S LIMITED WARRANTY UNDER SUBSECTION 3.a HEREOF IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Hardware Site Preparation and Installation

Installation charges for the Hardware shall be at the prevailing rates set forth by Integrator. Travel expenses are the responsibility of Customer. Customer shall prepare the installation site in accordance

with any instruction provided by Integrator and is responsible for environment, electrical interconnections, machinery, equipment interfaced to the System and modifications to facilities for proper installation, in accordance with Integrator's specifications. Customer shall ensure that any other equipment that is to interface to the System, but which is not provided by Integrator, shall operate to manufacturer's specifications. Defects in any such equipment or in the manufacturer's specifications are the responsibility of Customer. Any delays caused by such defects shall extend Integrator's delivery and installation by a like amount of time, if reasonably required. Any expense incurred by Integrator as a result of such defects shall be reimbursed by Customer. If Customer requires Integrator's services in correcting defects, the price thereof shall be at Integrator's prevailing rates.