

## COMPUTER SYSTEMS IMPLEMENTATION AGREEMENT

THIS AGREEMENT made effective the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:**

**[CUSTOMER]**  
(the "Customer")

**OF THE FIRST PART**

**- and -**

**[SUPPLIER]**  
(the "Supplier")

**OF THE SECOND PART**

**WHEREAS:**

- A. Supplier provided Customer with a proposal dated \_\_\_\_\_ (the "Proposal"), proposing to provide certain computer hardware, software, maintenance and other services to the Customer; and
- 5 Customer desires to accept Supplier's Proposal and now wishes to draw up a contract with Supplier to obtain such hardware, license to the Software, hardware and software maintenance and other services described in the Proposal and Supplier desires to contract with the Customer to provide the same;
- C. The parties hereto wish to set out in writing the terms and conditions which will govern their relationship with respect to the subject matter hereof.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Provision of Hardware and Software**

1.1 Subject to the terms and conditions hereinafter set forth, Supplier shall provide the following to Customer's business location, or to such other location or locations as Customer shall specify:

- (a) the Hardware listed on Schedule "\_\_\_" hereto (collectively the "Hardware") at the prices set out in Supplier's price list attached as Schedule "\_\_\_" hereto.
- (b) the license for the use of the computer programs and related documentation listed on Schedule "\_\_\_" hereto (collectively the "Software") at the price set out in Schedule "\_\_\_";
- (c) the maintenance services listed in Schedule "\_\_\_" according to the schedule of fees set out in Schedule "\_\_\_"; and
- (d) the other services listed on Schedule "\_\_\_" at the prices set out in Schedule "\_\_\_".

### **2. Contract Documents**

2.1 This Agreement shall consist of the following:

- (a) the Proposal;

- (b) any and all correspondence between Customer and Supplier subsequent to the Proposal which deals with the subject matter hereof; and
- (c) this Computer Systems Implementation Agreement and the following Schedules attached hereto, and any amendments or revisions thereto or replacements thereof:

(list of schedules)

2.2 Each of these documents is incorporated herein by this reference as if set forth in full, and shall constitute a part of this Agreement. In the event of any conflict in a party's obligations pursuant to the above documents, this Computer Systems Implementation Agreement shall govern.

2.3 The failure of Supplier or Customer to respond to or to include reference to any matter contained in any other contract document shall not be deemed an acceptance of such request and shall not constitute a conflict.