

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.

3. Definitions and Interpretation

- (a) "Business Days" means Monday to Friday from ____ a.m. to ____ p.m. (_____ time), excluding statutory holidays.
- (b) "Complete System" means the full installation and integration of all of the Hardware on Schedule "____", with all of the software listed on Schedule "____".
- (c) "Customer's authorization to order" means a written purchase order from the Customer, instructing Supplier to order the required components. The schedule outlined in Schedule "____" will commence upon Supplier's receipt of Customer's authorization to order.
- (d) "Customized Module" is one which was configured or modified as part of the system implementation process according to a pre-defined set of specifications from Customer.
- (e) "Hardware" means the items listed on Schedule "____" hereto.
- (f) "Hardware Functionality Testing" means testing of the various equipment to ensure that the requirements of the Customer are met with respect to the Hardware.
- (g) "Local Area Network" or "LAN" means the system configuration currently used by the Customer and described in Schedule "____".
- (h) "Peak Time" means any hour when the number of transactions processed is at least double the average number of transactions per hour.
- (i) "Response time" means the total elapsed time from the moment an entry is made on the keyboard and the return key is depressed until the system returns the resultant data or information.
- (j) "Software" means each software product listed in Schedule "____", including machine-readable object code (not source code) for such product, any user documentation for such product, and any other related materials which are furnished to the Customer by Supplier for use in connection with such product.
- (k) "Software Functionality Testing" means testing of the various modules to ensure that the requirements of the Customer are met with respect to the Software.
- (l) "Supplier" means [SUPPLIER], its agents, employees and subcontractors.

- (m) "System" means the total complement of Hardware and Software supplied by Supplier which operates as an integrated group.
- (n) "Systems Testing" means testing of the various modules in a predetermined sequence to ensure that the batch and exception reports are properly produced reflecting the status of the system files, as they appear at that time.
- (o) "Use" means to cause the computer system as designated in Schedule "___" to execute any machine-readable portion of the software or to make use of any documentation or related materials in connection with the execution of any machine-readable portion of the software.
- (p) All costs quoted in this Agreement and in the Schedules hereto will be in Canadian dollars.
- (q) For the purposes of this Agreement, "DBMS" and "Operating System (O/S)" are defined as components of the Hardware.