

OPERATIONS MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

PROVIDER
[address]
(the "Provider")

OF THE FIRST PART

- and -

CUSTOMER
[address]
(the "Customer")

OF THE SECOND PART

WHEREAS:

- A. Provider offers a wide range of operations services, including but not limited to the manufacture, support and maintenance of computer systems, systems management for data center operations, systems management for distributed computing environments, network management, and desktop services (call management, help desk services, information reporting, web site design and implementation, planning and design, staging and distribution, common operations, environment services, maintenance, financing, asset management, migration, and user training);
- B. Customer wishes to contract for certain operations services from Provider whereby Provider will operate, manage and maintain Customer's Information Systems environment as described in Schedule "___", Description of Services, attached hereto and forming a part hereof;
- C. Provider is willing to perform these operations services for Customer pursuant to the terms and conditions set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Definitions

- (a) "Agreement" means this Operations Services Management Agreement, together with all schedules and attachments hereto and replacements thereof or revisions thereto, and any amendments hereafter made as agreed to by both parties as hereinafter provided.
- (b) "Copy" means a reproduction of computer programs and other information onto any medium, whether electronically reproduced or otherwise.
- (c) "Customer Hardware" means the computer systems, peripherals, terminals, communications equipment and all related hardware products owned or leased by Customer which will be used by Provider in performing the Operations Services under this Agreement as listed in Schedule "___", and which may be modified and upgraded, from time to time.
- (d) "Customer Software" means the computer programs including documentation with respect thereto, all updates and new releases thereof, whether licensed from Provider or third parties, or owned by Customer as listed in Schedule "___", which will be used by Provider in performing the Operations Services hereunder.

- (e) "Intellectual Property Rights" shall include all copyrights, patents, trade marks, service marks, design rights (whether registered or unregistered), semiconductor topography rights, trade secrets and other similar proprietary rights.
- (f) "Materials" means all tangible materials developed during the term of this Agreement including documents, records, and other copies including materials which embody computer programs.
- (g) "Operations Services" means the services to be performed by Provider as described in Schedule "___".
- (h) "Provider Hardware" means the computer systems, peripherals, terminals, communications equipment and all related hardware products owned by Provider which will be used by Provider in performing the Operations Services under this Agreement as listed in Schedule "___", and which may be modified and upgraded, from time to time.
- (i) "Provider Software" means the computer programs including documentation with respect thereto, all updates and new releases thereof, which Provider licenses or owns as listed in Schedule "___", which will be used by Provider in performing the Operations Services hereunder, but not including software licensed by Customer from Provider.
- (j) "Service Fees" means the fees payable by Customer as specified in Schedule "___".
- (k) "Service Level Objectives" means the predetermined, objective performance criteria for delivery of the Operations Services as described in Schedule "___".
- (l) "Subcontractor" means any person or party engaged by Provider to perform any of the Operations Services on behalf of Provider.

2. Operations Services to be Provided by Provider