



Systems Integration Agreement (excluding Support/Maintenance)

TABLE OF CONTENTS

PARTIES: 4

PREAMBLE: 4

PART 1: INTRODUCTION 4

1. DEFINITIONS AND INTERPRETATION 4

2. SCOPE OF AGREEMENT 7

3. CHANGE CONTROL 8

PART 2: SUPPLY AND INSTALLATION OF HARDWARE 10

4. DELIVERY AND INSTALLATION OF HARDWARE 10

5. TITLE AND RISK TO HARDWARE 10

6. HARDWARE ACCEPTANCE TESTING 10

7. HARDWARE WARRANTIES 11

PART 3: SUPPLY AND INSTALLATION OF SOFTWARE 12

8. DELIVERY AND INSTALLATION OF SOFTWARE 12

9. SOFTWARE DEVELOPMENT 12

10. SOFTWARE ACCEPTANCE TESTING 12

11. GRANT OF LICENSE 13

12. USE, COPYING AND MODIFICATIONS BY THE CUSTOMER 13

13. OWNERSHIP 14

14. CUSTOMER OBLIGATIONS AND RESTRICTIONS 14

15. SOFTWARE WARRANTIES 15

PART 4: I.T. CONSULTANCY SERVICES 16

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

17. RESPONSIBILITIES OF THE PARTIES 16

PART 5: SYSTEMS INTEGRATION SERVICES 18

18. AGREEMENT TO INTEGRATE 18

19. SYSTEM ACCEPTANCE TESTING 18

20. SYSTEM WARRANTY 19

PART 6: CHARGES AND PAYMENT 20

21. PAYMENT	20
PART 7: GENERAL.....	21
22. INDEMNITY FOR INTELLECTUAL PROPERTY RIGHTS CLAIMS	21
23. INDEMNITY FOR INJURIES OR DEATH.....	22
24. LIMITATION OF LIABILITY	22
25. NO WARRANTIES EXCEPT THOSE REQUIRED BY LAW.....	23
26. TERMINATION.....	23
27. NOTICES.....	24
28. ASSIGNMENT.....	25
29. WAIVER.....	25
30. UNENFORCEABILITY.....	25
31. ENTIRE AGREEMENT.....	26
32. AMENDMENT.....	26
33. FORCE MAJEURE	26
34. NO MERGER	26
35. NO AGENCY OR PARTNERSHIP.....	26
36. FURTHER ASSURANCES	27
37. COUNTERPARTS	27
38. GOVERNING LAW.....	27
39. CONFIDENTIALITY.....	27
40. EXPORT CONTROLS.....	27
41. SPECIAL CONDITIONS.....	27
EXECUTED AS AN AGREEMENT.....	29
SCHEDULE.....	30

SYSTEMS INTEGRATION AGREEMENT (EXCLUDING 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 Integrator”**
2. The party identified in the Schedule and hereinafter referred to as **“the Customer”**

PREAMBLE:

- A. The Customer requires the supply and integration of the Products identified in this Agreement so that they operate together in accordance with this Agreement.
- B. The Integrator has agreed to supply and integrate the Products with each other and the Existing 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;
- (b) if after Acceptance Tests commence a period of 14 days elapses during which no failures have been recorded and no previously recorded failures remain to be corrected;