



# System Replacement Agreement (excluding Support/Maintenance)



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## **SYSTEM REPLACEMENT 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 Supplier”**
2. The party identified in the Schedule and hereinafter referred to as **“the Customer”**

### **PREAMBLE:**

- A. The Customer wishes to decommission its existing computer system and replace it with the New System identified in this Agreement.
- B. The Supplier has agreed to assist the Customer with the decommissioning of the Customer’s existing computer system.
- C. The Supplier has agreed to supply and integrate the New 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;