

Sample Clauses - Systems Availability

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SAMPLE CLAUSES – SYSTEM AVAILABILITY

Different versions of sample clauses for this subject follow. Select the version most suitable for your appropriate changes. (e.g. “Supplier” or “Customer”) and enable the text of the clause to be used in the rest of the contract. Where square brackets indicate variables and should be replaced with appropriate words.

VERSION 1

1. Systems Availability

1.1 The Supplier shall ensure that the Software has been maintained in accordance with the terms of the Maintenance Agreement, that they shall not be available for use during the period of maintenance has been implemented.

1.2 Where the Supplier is unable to provide the Software in accordance with sub-clause 1.1, the Supplier shall pay to the Customer [25]% of the Standard Rate for each day that the Software is not available for use during the period of [2.5]% or per month, whichever is the greater, to be credited to the Customer's account for the next quarterly period.

1.3 For the purposes of this clause, the Software shall be considered unavailable during which the Software is not available for use during the period of [2.5]% or per month, whichever is the greater, to be credited to the Customer's account for the next quarterly period.

(a) fail

(b) fail

(c) fail
and/or

(d) fail
and/or Software



and Operating System Maintenance Agreement, that [25]% of the Standard Rate for maintenance

[5]% as specified in the Maintenance Agreement. The Customer shall pay to the Supplier an amount of [25]% of the Standard Rate for each day that the Software is not available for use during the period of [2.5]% or per month, whichever is the greater, to be credited to the Customer's account for the next quarterly period.












and/or Operating System Maintenance Agreement, that [25]% of the Standard Rate for maintenance

communications services;

operation or maintenance;

operation of the Customer, its

and/or Operating System Maintenance Agreement, that [25]% of the Standard Rate for maintenance

(e) failure in the environment following maintenance		the proper operation of the Software or not by the Supplier for
(f) withdrawal of maintenance		scheduled preventative
(g) the time		recovery of data;
(h) the time		is to the Supplier;
(i) failure or operation		not being configurations of the Supplier;
(j) any circumstances which the Agreement		system Downtime defined in this
(k) any particular conditions		is to remedy any
(l) Force		is the Supplier by the time the Hardware is out of operation or repair.
1.4 Downtime is defined as the time when the Customer is unable to use the Software and Operating System functionality		is the Supplier by the time the Hardware is out of operation or repair.
1.5 The Customer shall be notified of any Downtime from the end of the previous business day		Downtime within 7 days
1.6 The Customer shall on request be provided with a report of Downtime shall allow the Customer to		scheduled Downtime and unplanned Downtime by the Supplier and