



Subcontract Agreement for the Supply and Maintenance of Hardware

TABLE OF CONTENTS

PARTIES: 4

PREAMBLE: 4

1. DEFINITIONS AND INTERPRETATION 4

2. APPOINTMENT AND APPLICATION OF HEAD CONTRACT 7

3. TERM 7

4. STATUS OF SUBCONTRACTOR 8

5. PRICING AND PAYMENT TERMS 8

6. IMPLEMENTATION SCHEDULE 9

7. ACCEPTANCE TESTS 9

8. MAINTENANCE 9

9. WARRANTIES AND INDEMNITIES 9

10. SUB-CONTRACTING 10

11. TERMINATION 10

12. CONSEQUENCES OF TERMINATION 11

13. NOTICES 11

14. ASSIGNMENT 12

15. WAIVER 12

16. UNENFORCEABILITY 12

17. ENTIRE AGREEMENT 12

18. AMENDMENT 13

19. FORCE MAJEURE 13

20. NO MERGER 13

21. NO AGENCY OR PARTNERSHIP 13

22. FURTHER ASSURANCES 13

23. COUNTERPARTS 13

24. GOVERNING LAW 14

25. CONFIDENTIALITY 14

26. SPECIAL CONDITIONS 14

EXECUTED AS AN AGREEMENT..... 15
SCHEDULE..... 16

SUBCONTRACT AGREEMENT FOR THE SUPPLY AND MAINTENANCE OF HARDWARE

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 Prime Contractor”**
2. The party identified in the Schedule and hereinafter referred to as **“the Subcontractor”**

PREAMBLE:

- A. The Prime Contractor and the Customer have or are to agree on the supply to the Customer of certain products and services pursuant to the Head Contract.
- B. The Prime Contractor wishes to sub-contract the supply of the products and the performance of the services and the Subcontractor has agreed to provide the Products and Services referred to in this Agreement in such a manner as to satisfy the Prime Contractor’s obligations under the Head Contract.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following definitions apply unless the context otherwise requires:

“Agreement” includes the preamble and the schedules and any annexure to this document and any matter incorporated by cross-reference.

“Confidential Information” means any information communicated between the parties which relates either directly or indirectly to their respective business operations including any user documentation, operating manuals, training manuals, trade secrets, proprietary information, technical information, price lists, pricing and payment conditions, financial and accounting details, customer contracts, customer lists, customer details, sales and marketing information, drawings, plans, specifications, reports or other information or documents disclosed by either party to