

PART II

COMPUTER AND NETWORK EQUIPMENT AND INSTALLATIONS

1. Scope and Basis of Initial Supply of Equipment

1.1 The computer and networking equipment options appropriate for the Systems to be operated and the wider context of the Client's other existing and planned systems have been discussed and agreed between the parties prior to commencement of this Agreement and the Equipment list in Schedules A & B provides the basis of initial supply for the Project. Subsequent additions over time are supplied upon the same terms and specific items may be appended to the schedules if the parties agree that they are material enough to justify it.

1.2 The Provider agrees to use reasonable endeavours to supply the Equipment or similar or better equipment to the designated Sites of the Client on the date or dates agreed having previously tested each item supplied by original manufacturers to be free of material defect or malfunction.

1.3 While the Provider provides estimates of delivery dates in good faith, time of delivery shall not be of the essence and the Provider shall have no liability to anyone if it fails to deliver Software and/or Equipment on the due date.

1.4 Upon delivery the Client agrees to receive and sign for each item delivered on the Provider's delivery note and to assume responsibility for risk of loss for the full sale price value of the items notwithstanding that title to the Equipment and Media shall not pass to the Client until full payment has been made.

2. Initial Supply of Software

2.1 The Software to be supplied with the Equipment is set out in Part IV Schedules A & B for Standard Software products and in Part III Schedule A for customised Software modules or extensions.

2.2 The supply of Software is subject to the same qualifications and restrictions as those for Equipment set out in Clause 1 in addition to the particular terms for Software set out elsewhere in the Agreement. Notwithstanding delivery of the Software, title to the Intellectual Property Rights in the Software shall at all times remain with the Provider or the third party Licensor as applicable.

3. Installation and Configuration

3.1 The computer systems, servers and networking devices will all be deployed in the locations agreed on a layout plan with the Client and will be configured with the appropriate Software and network access privileges defined for each user or server.

3.2 The Client will be responsible for organising and paying for the connection fees and ongoing charges for any external network connections, Equipment or Software not specified in Schedule A and the Provider agrees to commission and configure such external connections to the extent that they are defined to be included in the project description as part of the professional services responsibilities included in the Project.

4. Network Cabling and Conformance Tests

The Provider's responsibility for installing, testing and commissioning physical network cabling and Equipment at the Client's Site is set out in Schedule B and upon completion a conformance test certificate will be provided to the Client for each network outlet installed.

5. Equipment Warranty and Service

5.1 New Equipment defined in Schedules A & B is supplied with an initial twelve month "return to Provider" warranty on parts and labour unless otherwise specified to include an enhanced on-site warranty service in those schedules. Carriage and insurance is the responsibility of the Client and repaired or suitable temporary replacement Equipment will normally be made to the Client's Sites within five Working Days.

5.2 A further period of twelve months warranty cover will be offered by the Provider at the rate then commercially available if the Client so requests and

confirms this as an extension to this Agreement not less than one month before the expiry of the initial warranty referred to in Clause 5.1.

5.3 Alternatively the Client will be free to contract separately for Equipment maintenance services from a third party provider after expiry of the initial twelve months covered by Clause 5.1.

6. Charges and Payment

6.1 Charges for Equipment and networking included in Schedules A and B are specified in Schedule C together with the strict basis upon which these low profit-margin items are agreed to be paid by the Client.

6.2 Charges for delivery and installation at the Client's Sites are not included and will be charged separately if required at normal daily and out of pocket expenses rates.

PART II SCHEDULES

SCHEDULE A: EQUIPMENT LIST

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SCHEDULE B: NETWORK CABLING, EQUIPMENT AND INSTALLATION

tbi

SCHEDULE C: CHARGES AND PAYMENT FOR EQUIPMENT AND INSTALLATION

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PAYMENT

EQUIPMENT:

- 50% of price quoted above payable with order
- balance of price payable in full on day of delivery acceptance

INSTALLATION SERVICES:

- payable in full within seven days of installation of site configurations completion and sign-off, or of invoice date whichever is later