

COMPUTER SERVICES AGREEMENT

BETWEEN:
.....
.....
(hereinafter referred to as the "Client")

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AND:
.....
.....
(hereinafter referred to as the "Service Provider")
(the Client and the Service Provider are hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Client wishes to obtain various computer services from the Service Provider;

WHEREAS the Service Provider has agreed to provide the Client with the computer services described hereinbelow, in return for good and valuable consideration;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

2.00 OBJECT

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2.01 Services

The Service Provider agrees to provide the Client with the computer services (hereinafter referred to as the "Services") described in the specifications set forth in Schedule "....." annexed hereto (hereinafter referred to as the "Specifications").

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2.02 Deadline for Providing the Services

As of the moment the Client has provided the Service Provider with the Information Elements, and subject to all additional services required by the Client after the signing of this Agreement, the Service Provider's deadline for providing the Services shall be the deadline set forth in the Specifications or any other deadline agreed upon between the Parties after the signing of this Agreement.

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| Client | Service Prov. |

3.00 CONSIDERATION

04 3.01 Price of the Services

In consideration for the Services, the Client shall pay to the Service Provider the price set forth in the Specifications, together with all applicable taxes.

3.02 Performance Bonus

The Service Provider shall be entitled to the performance bonus set forth in the Specifications if the Service Provider abides by each and every one of the conditions attaching to the granting of the bonus. In such a case, the said performance bonus shall be considered to form an integral part of the price of the Services.

3.03 Expenses Incurred

In addition to payment of the price of the Services, the Client shall reimburse the following to the Service Provider:

- a) all direct and indirect expenses incurred with respect to the performance of this Agreement;
- b) supervision and management fees equal to percent (.....%) of the total of the aforementioned expenses; and
- c) the taxes which are applicable to the said expenses and fees.

The expenses set forth in the Specifications are only approximations. If the expenses to be incurred exceed the amount set forth in the Specifications by more than percent (.....%), the Service Provider shall obtain the Client's authorization prior to incurring same.

Upon request from the Client, the Service Provider shall provide the Client with a copy of the invoices relating to the expenses incurred and for which a reimbursement is being claimed.

Unless otherwise noted in the Specifications, the following costs shall not be invoiced to the Client:

- a) secretarial costs;
- b) word processing costs;
- c) data entry costs;
- d) the costs of using computer equipment;
- e) telecopier costs;
- f) the costs of meals; and
- g) other costs (specify):

3.04 Physical or Electronic Invoicing Address

The Service Provider shall send its invoices to the Client at the physical or electronic address set forth in the Specifications or at any other physical or electronic address indicated by the Client to the Service Provider after the signing of this Agreement.

05 3.05 Terms and Conditions of Payment

The price shall be payable by the Client to the Service Provider in accordance with the terms and conditions of payment set forth in the Specifications.

4.00 SPECIFIC PROVISIONS

4.01 Representatives of the Parties

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| Client | Service Prov. |