

PROFESSIONAL SERVICE ORDER TERMS AND CONDITIONS

The parties agree that:

- A. these Professional Service Order terms and conditions (“PSO Terms”) are between the Client and Education Horizons;
- B. the PSO Terms are deemed to have been incorporated into the relevant Product Agreement and Master Subscription Agreement between the Client and Education Horizons with the necessary modifications described below:
- C. a reference to Services in the Master Subscription Agreement is deemed to also include a reference to the Professional Services to be provided in the Order;
 - a. the Master Subscription Agreement shall prevail to the extent of any inconsistency between these PSO Terms and Master Subscription Agreement; and
- D. these additional PSO Terms are binding on the parties in respect of each Order.

1. DEFINITIONS AND INTERPRETATION

- 1.1. Capitalised terms have the same meaning as in the Master Subscription Agreement.
- 1.2. Capitalised terms that are not defined in the Master Subscription Agreement are defined as follows:

Ongoing Professional Services means any Professional Services to be provided by Education Horizons which are intended to be provided on an ongoing basis, including by way of bundled Professional Service Hours.

Order means this order for Professional Services.

Order Term means:

- a. in relation to an Order for Ongoing Professional Services, the relevant initial term for which the Ongoing Professional Services are to be provided and any additional term arising on renewal;
- b. in relation to any other Order, the term in which the Professional Services are to be provided. Professional Services means the professional services to be provided by Education Horizons to the Client as specified in the Order.

Professional Service Hours means hours of Ongoing Professional Services made available to the Client under a bundled arrangement, which is charged to the client upfront and made available during the Order Term.

2. ORDER

- 2.1.** An Order submitted to the Client in the form of a quote is valid for a period of 30 days from the date of the Order.
- 2.2.** An Order is deemed accepted by the Client if:
 - 2.2.1.** it is signed by the Client; or
 - 2.2.2.** Education Horizons is instructed (in writing or verbally) by a representative of the Client to perform the work the subject of the Order.
- 2.3.** An Order in respect of Ongoing Professional Services is valid for the Order Term and will be automatically renewed for a further term of equivalent length to the initial term, unless Education Horizons receives written notice of the non-renewal at least 60 days before the end of the then current Order Term.
- 2.4.** If an Order consists of the provision of bundled Professional Service Hours, then:
 - 2.4.1.** any unused Professional Service Hours will expire at the end of the relevant Order Term (for the avoidance of doubt, if there is a renewal under an Order Term, the unused Ongoing Professional Service Hours in the previous term do not carry over to the renewed term); and
 - 2.4.2.** the standard rates applicable to the relevant consultants providing the Professional Services Hours may be varied either
 - 2.4.2.1.** in accordance with the Master Subscription Agreement; or
 - 2.4.2.2.** if no method is specified the Master Subscription Agreement, then by written notice to the Client not less than 90 days before the expiry of the Order Term.
- 2.5.** On acceptance of the Order (other than an Ongoing Professional Services Order) by Education Horizons:
 - 2.5.1.** an invoice will be issued with payment due on or before 30 days from the date of invoice; and
 - 2.5.2.** the job will move into the relevant queue.
- 2.6.** On acceptance of an Ongoing Professional Services Order by Education Horizon:
 - 2.6.1.** an invoice will be issued at the commencement of the Order Term and 30 days before the commencement of any renewal of the Order Term; and
 - 2.6.2.** the invoice is payable on or before 30 days from the date of invoice.

3. PROVISION OF PROFESSIONAL SERVICES

- 3.1.** Education Horizons will provide the Professional Services:
 - 3.1.1.** in respect of an Order for Ongoing Professional Services, at such times and dates requested by the Client from time to time;
 - 3.1.2.** in respect of any other Order, at such times agreed with the Client and Education Horizons; and
 - 3.1.3.** during usual business hours of the relevant Education Horizons Personnel.

- 3.2.** Education Horizons is not responsible or liable for any delay relating to the provision of the Professional Services and any timetable agreed is an estimate only.
- 3.3.** If any part or portion of the delivery of the Professional Services requires attendance at the Client's premises, then the Client represents and warrants that it:
- 3.3.1.** will provide all reasonably necessary resources, including equipment and personnel to enable Education Horizons to perform the Professional Services; and
 - 3.3.2.** has complied with all occupational health and safety requirements applicable to the performance of the Professional Services at the Client's premises.
- 3.4.** The Client must provide all reasonably necessary co-operation and information, including but not limited to the provision of test data and provision of feedback, required to assist Education Horizons to perform the Professional Services.

4. FEES

- 4.1.** The Client must pay:
- 4.1.1.** all invoices in relation to the Professional Services within 30 days' of the date of invoice; and
 - 4.1.2.** any out-of-pocket expenses incurred by Education Horizons in connection with the provision of the Professional Services that have been notified to the Client prior to incurring the expense.

5. VARIATION

- 5.1.** The price payable in respect of each Order has been based on the information provided by the Client to Education Horizons. If any of these underlying information or assumptions has changed or is different to what was disclosed, then Education Horizons reserves the right to vary any estimate provided in any Order.
- 5.2.** Any variation to the scope of the Professional Services to be provided by Education Horizons in respect of an Order will be processed as a new Order.

6. THIRD PARTY INVOLVEMENT

- 6.1.** Education Horizons may from time to time engage third party service providers where reasonably necessary to provide the Professional Services to the Client. These may include cloud service providers and outsourced service providers.
- 6.2.** Education Horizons will seek the Client's consent, if third party involvement is required.
- 6.3.** Education Horizons' disclaims all liability in connection with third party service providers.

7. INTELLECTUAL PROPERTY

- 7.1.** The Client acknowledges and agrees that any Intellectual Property Rights created whilst

performing the Professional Services are owned by Education Horizons.

8. CANCELLATION

8.1. This clause applies in relation to cancellation of Professional Services.

8.2. In the event of a cancellation of training services by the Client:

8.2.1. cancelling on the day of the session will incur a 100% cancellation fee; and

8.2.2. cancelling 1 or more working days prior to the session will incur a 50% cancellation fee.

8.3. In the event of a cancellation of consultancy, data and reporting services by the Client:

8.3.1. any consultancy, data or reporting services engagement is cancelled, all costs incurred by Education Horizons up to the point of cancellation shall be payable at the prevailing hourly rate; and

8.3.2. a minimum cancellation fee of \$240 excluding GST (£115 excluding VAT) shall apply in all circumstances.

8.4. Cancellations must be confirmed in writing by emailing the Professional Services Coordinator on training@educationhorizons.com.

9. TERMINATION

9.1. Either party may terminate an Order for Ongoing Professional Services on 30 days' written notice to the other party.

9.2. On termination of an Order for Ongoing Professional Services, the Client shall be refunded any amount of pre-paid fees relating to the Order pro-rata from the date of termination.