

## SCHEDULE 1A - IMPLEMENTATION SERVICES

### 1 GENERAL

- 1.1 This Schedule 1 applies if a Product Agreement states that Education Horizons will provide Implementation Services, regardless of the Solution. If the Implementation Services are to be provided in respect of Synergetic, the terms of Schedule 1B or Schedule 1C apply in addition to this Schedule 1A.
- 1.2 Notwithstanding the Client's responsibilities set out or referred to in this Schedule 1A, Education Horizons retains the sole and exclusive right to control or direct the manner in which the Implementation Services are performed.

### 2 CLIENT'S RESPONSIBILITIES

- 2.1 The Client will make available, in a prompt and timely manner, at no charge to Education Horizons, Client Data and other technical data, computer facilities, programs, files, documentation, test data, sample outputs and other information and resources required by Education Horizons for the performance of the Implementation Services (**Client Implementation Resources**).
- 2.2 The Client will ensure that the Client Implementation Resources are accurate, complete and consistent, and will indemnify and hold harmless Education Horizons against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with Education Horizons' use of the Client Implementation Resources.
- 2.3 If required on site, the Client will provide (at no charge to Education Horizons) such of the following as Education Horizons reasonably requires from time to time in order to perform the Implementation Services:
- 2.3.1 meeting facilities and appropriate training facilities;
  - 2.3.2 facility for at least one 'hot desk' for Education Horizons Personnel attending the Client's premises; and
  - 2.3.3 internet connectivity and access to printing facilities.
- 2.4 The parties may agree in writing additional Client responsibilities in respect of the Implementation of the Solution.
- 2.5 The responsibility for the proper implementation of the Solution rests with the Client. Education Horizons will assist the Client in the manner specified in this Schedule 1A with such implementation, however tasks that are the responsibility of the Client's Personnel will remain the Client's responsibility and will remain under the Client's supervision, management and control notwithstanding Education Horizons' performance of the Implementation Services.

### 3 TIMEFRAMES AND DELAYS

- 3.1 The Implementation Services will commence as soon as practicable following Education Horizons' receipt of a notification from the Client that it wishes to proceed with the Implementation Services.
- 3.2 Subject to clause 6.2.5 of the Agreement, the parties will agree a timetable for performance of the Implementation Services.
- 3.3 If any timeframes for the Implementation Services are not met due to an act or omission of the Client (including failure by the Client to comply with any of its responsibilities), Education Horizons may:
- 3.3.1 delay any date agreed for the Implementation Services as required; and/or
  - 3.3.2 charge the Client additional Fees.

**4 FEES**

4.1 Education Horizons will provide a Fee Estimate for the Implementation Services using the Current Rates and:

4.1.1 the parties agree that the Fee Estimate is an estimate only; and

4.1.2 Education Horizons may provide a revised Fee Estimate to the Client if required.

4.2 Education Horizons will invoice the Client for the Implementation Services at the times specified in the Product Agreement.