

## SCHEDULE 1B – SYNERGETIC IMPLEMENTATION SERVICES STANDARD

### 1 DEFINED TERMS

1.1 In addition to the defined terms in clause 1.1 of the Agreement and Schedule 1A, in this Schedule 1B:

**Acceptance Tests** has the meaning given to that term in section 7.1 of this Schedule 1B.

**Current System** means the software program(s) used by the Client prior to the Commencement Date which are to be replaced with the Solution.

**Data Tables** means the data tables within the Solution listed in the Product Agreement into which the Client's existing data will be migrated.

**Live Conversion Date** means the date agreed between the parties as such, which must be prior to the Live Implementation Date to allow sufficient time for Education Horizons to perform the import of data files.

**Live Imported Data** means the Live Extracted Data Files provided by the Client which have been imported into the Data Tables.

**Live Extracted Data Files** has the meaning given to that term in section 4.1 of this Schedule 1B.

**Live Implementation Date** means the date on which it is intended that all or part of the Solution will first be used with production data.

**Operating Environment Requirements** means the requirements for the Client's operating environment specified by Education Horizons, including those specified in the Product Agreement, as amended from time to time in writing by the parties.

**Test Specifications** means the specifications for the Acceptance Tests set out in the Product Agreement or otherwise agreed between the parties in writing.

**Testing Date** means the date on which the Acceptance Tests are conducted.

### 2 APPLICATION

2.1 This Schedule 1B applies, in addition to Schedule 1A, if a Product Agreement states that Education Horizons will provide Implementation Services in respect of Synergetic.

### 3 CLIENT'S RESPONSIBILITIES

3.1 In addition to its obligations under Schedule 1A, prior to the Live Conversion Date, the Client must provide an operating environment which complies with the Operating Environment Requirements, and will ensure that such operating environment is maintained for the duration of the Implementation Services.

### 4 LIVE DATA EXTRACTION

4.1 On the Live Conversion Date, the Client must provide Education Horizons with data files (**Live Extracted Data Files**) from its Current System at the times and in the manner required by Education Horizons to enable the conversion of the Live Extracted Data Files to the Data Tables.

## 5 LIVE DATA IMPORT

- 5.1 Subject to the Client's compliance with section 4.1 of this Schedule 1B, commencing on the Live Conversion Date, Education Horizons will import the Live Extracted Data Files to the Data Tables to create the Live Imported Data.
- 5.2 From the Live Conversion Date until the Client's acceptance of the Solution and Implementation Services in accordance with section 7 of this Schedule 1B, the Client may not change any data in the Current System or update any records in the Live Imported Data without the prior written consent of, and supervision by, Education Horizons.

## 6 LIVE IMPLEMENTATION

- 6.1 The Client warrants that, as at the Live Conversion Date and the Live Implementation Date, the Client's computer systems comply with the Operating Environment Requirements.

## 7 ACCEPTANCE

- 7.1 On the date(s) agreed by the parties, Education Horizons and the Client will jointly perform tests to ascertain whether the Test Specifications have been met (**Acceptance Tests**).
- 7.2 The Client will be deemed to have accepted the Implementation Services and the Solution unless, within 10 Business Days of Testing Date, the Client notifies Education Horizons in writing that the Client does not, acting reasonably, consider that the Test Specifications have been met. If no such notice is given, the Client will be deemed to have accepted the Implementation Services and the Solution.
- 7.3 Any notice given by the Client under section 7.2 must set out specifically how the Client considers that the Test Specifications have not been met.
- 7.4 If the Client provides Education Horizons with a notice under section 7.2, Education Horizons will review, provide any additional Services as needed and repeat the Acceptance Tests.
- 7.5 Unless the Client notify Education Horizons in writing within 10 Business Days of the repeat Acceptance Tests under section 7.4 that the Client considers, acting reasonably, that the Test Specifications have not been met, the Client will be deemed to have accepted that Implementation Services and the Solution. If the Client does provide Education Horizons with such further notice, the matter of whether the Test Specifications have been met will be referred to dispute resolution under clause 17 of the Agreement.
- 7.6 Notwithstanding the above, the Test Specifications are deemed to be met, and the Solution and Implementation Services are accepted by the Client, if, notwithstanding any other term of this Schedule 1B:
- 7.6.1 if the Client fails to perform the Acceptance Tests (or any required parts of the Acceptance Tests) by the date referred to in section 7.1;
  - 7.6.2 the Client uses production data in the Solution prior to the Live Implementation Date; or
  - 7.6.3 the Client fails to comply with any other of its obligations regarding the Implementation Services.

## 8 ADDITIONAL FEES

- 8.1 If the Test Specifications are not met due to:
- 8.1.1 the Client updating any records in the Current System on or after the Live Conversion Date, unless directed to do so Education Horizons, such that reconciliation or correction of errors is made difficult or impossible;

- 8.1.2 a failure of the Client's operating environment to comply with the Operating Environment Requirements,

Education Horizons may:

- 8.1.3 invoice the Client for Implementation Services provided until that time on a time and materials basis at the Current Rates, notwithstanding any Fee Estimate provided; and
- 8.1.4 terminate the Licence for Synergetic on notice to the Client.

## **9 CLIENT DELAY**

- 9.1 Time is of the essence in respect of the performance of the Client's obligations regarding the Implementation Services.
- 9.2 If any timeframes for the Implementation Services are not met due to an act or omission of the Client, Education Horizons may, at its discretion:
  - 9.2.1 delay the Live Implementation Date as required to take account of the delay; and/or
  - 9.2.2 charge the Client additional costs at the Current Rates for each day of delay, to reflect the additional costs incurred by Education Horizons as a result of the delay.