

SCHEDULE 1C – SYNERGETIC IMPLEMENTATION SERVICES PREMIUM

1 DEFINED TERMS

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

Acceptance Tests has the meaning given to that term in section 8.1 of this Schedule 1C.

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 conversion of data files. The Live Conversion Date is usually 4 Business Days before the Live Implementation Date.

Live Converted Data means the Live Extracted Data Files which have been converted into the Data Tables.

Live Extracted Data Files has the meaning given to that term in section 5.1 of this Schedule 1C.

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.

Trial Converted Data means the Trial Extracted Data Files which have been converted into the Data Tables.

Trial Extracted Data Files has the meaning given to that term in section 3.1 of this Schedule 1C.

1 APPLICATION

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

2 CLIENT'S RESPONSIBILITIES

2.1 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.

3 TRIAL DATA EXTRACTION

3.1 On an agreed date prior to the Live Implementation Date, the Client will provide Education Horizons with data files (**Trial Extracted Data Files**) from its Current System at the times and in the manner required by Education Horizons to enable the conversion of such Trial Extracted Data Files to the Data Tables.

4 TRIAL DATA CONVERSION

- 4.1 Subject to the Client's compliance with section 3 of this Schedule 1C, Education Horizons will convert so much of the Trial Extracted Data Files into the Data Tables as Education Horizons, in its absolute discretion, deems necessary for testing and training purposes.
- 4.2 Education Horizons will assist the Client to install the Trial Converted Data for testing and training purposes.
- 4.3 The Client must use the Trial Converted Data for the purposes of testing the validity of the Trial Converted Data in the Solution and for training purposes.
- 4.4 The Client will notify Education Horizons in writing as soon as practicable during the trial testing stage referred to in section 4.3 above, and by no later than the Live Conversion Date, of any problems or difficulties encountered howsoever caused with the conversion of Trial Converted Data. If the Client is aware, or ought be aware, of any problems or difficulties fails to notify these to Education Horizons as soon as practicable, additional Fees may apply.
- 4.5 The Client will encourage all expected initial Authorised Users of the Solution to use the Solution on a regular basis (at least weekly during the installation phase) for the purpose of verifying the validity of the Trial Converted Data.
- 4.6 Until the Implementation of the Solution is complete, the Client should not make, or permit to be made, any updates to its Current System if such update would cause the format of the Live Extracted Data Files to be different to the format of the Trial Extracted Data Files. However, if any software updates are critical for the operation of Current System, the Client must notify Education Horizons in writing prior to making such update. Additional Fees may apply and installation timing may be affected as a result of any updates.

5 LIVE DATA EXTRACTION

- 5.1 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.

6 LIVE DATA CONVERSION

- 6.1 Subject to the Client's compliance with section 5.1 of this Schedule 1C, commencing on the Live Conversion Date, Education Horizons will convert the Live Extracted Data Files to the Data Tables to create the Live Converted Data.
- 6.2 From the Live Conversion Date until the Client's acceptance of the Solution and Implementation Services in accordance with section 8 of this Schedule 1C, the Client may not change any data in the Current System or update any records in the Live Converted Data without the prior written consent of, and supervision by, Education Horizons.

7 LIVE IMPLEMENTATION

- 7.1 On or before the Live Implementation Date, Education Horizons will delete the Trial Converted Data and install the Live Converted Data as part of the Cloud Hosting Services.
- 7.2 The Client warrants that, as at the Live Conversion Date and the Live Installation Date, the Client's computer systems comply with the Operating Environment Requirements.

8 ACCEPTANCE

- 8.1 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**).
- 8.2 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.

- 8.3 Any notice given by the Client under section 8.2 must set out specifically how the Client considers that the Test Specifications have not been met.
- 8.4 If the Client provides Education Horizons with a notice under section 8.2, Education Horizons will review, provide any additional Services as needed and repeat the Acceptance Tests.
- 8.5 Unless the Client notify Education Horizons in writing within 10 Business Days of the repeat Acceptance Tests under section 8.4 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.
- 8.6 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 1C:
- 8.6.1 if the Client fails to perform the Acceptance Tests (or any required parts of the Acceptance Tests) by the date referred to in section 8.1;
 - 8.6.2 the Client uses production data in the Solution prior to the Live Implementation Date; or
 - 8.6.3 the Client fails to comply with any other of its obligations regarding the Implementation Services.

9 ADDITIONAL FEES

- 9.1 If the Test Specifications are not met due to:
- 9.1.1 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;
 - 9.1.2 the Client's failure to notify Education Horizons of any problems or difficulties encountered with the conversion of Trial Converted Data under section 4.4;
 - 9.1.3 a failure of the Client's operating environment to comply with the Operating Environment Requirements,
- Education Horizons may:
- 9.1.4 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
 - 9.1.5 terminate the Subscription for Synergetic on notice to the Client.

10 CLIENT DELAY

- 10.1 Time is of the essence in respect of the performance of the Client's obligations regarding the Implementation Services.
- 10.2 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:
- 10.2.1 delay the Live Implementation Date as required to take account of the delay; and/or
 - 10.2.2 charge the Client additional costs at the Current Rates, to reflect the additional costs incurred by Education Horizons as a result of the delay.