

Prepared on 29 November 2023



## **SMALL BUSINESS TERMS**

Education Horizons

## BACKGROUND

These Small Business Terms apply if the Agreement is a Small Business Contract.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 Defined terms in this document have the same meaning as in the Agreement.
- 1.2 Clause references in this document refer to clauses in the Agreement unless context requires otherwise.

### 2. TRANSITION

- 2.1 If the Agreement is terminated under clause 19.2 or clause 26.2.1, or the Client provides Education Horizons with a Cessation Notice under clause 3.3 or clause 26.2.2, the Client may require Education Horizons to provide commercially reasonable assistance to transition to a new provider at the rates applicable to the Client immediately prior to the termination of the Agreement or the issue of the Cessation Notice.

### 3. SUSPENSION

- 3.1 Clause 18 notwithstanding, Education Horizons will not unreasonably restrict access to the Solution.
- 3.2 If Education Horizons suspends access to the Solution or its performance of any or all of the Services under clause 18, the Client will not be required to pay Fees in relation to the suspended services during the suspension period other than those covered by item 1.3) of these Small Business Terms.
- 3.3 If Education Horizons suspends access to the Solution or its performance of any or all of the Services under clause 18), the Client will be required to pay to Education Horizons the costs that Education Horizons incurred in relation to the suspended services during the suspension period.

### 4. AMENDMENTS TO THE AGREEMENT

- 4.1 The second sentence in clause 6.2.5 is deleted, so that clause 6.2.5 reads “use reasonable endeavours to complete the Services within the timeframes specified in the Agreement.”
- 4.2 Clause 13.5 notwithstanding, the Client’s remedies will not be limited to Education Horizons’ reasonable commercial endeavours to restore lost or damaged Client Data. If the Client suffers Loss as a result of a failure by Education Horizons to take reasonable steps to prevent loss or damage to the Client Data, Education Horizons liability will be limited in accordance with clause 17.
- 4.3 The Client’s liability is limited to the same extent as Education Horizons’ liability is limited under clause 17.1 and 17.3.
- 4.4 The limitations and exclusions in clause 17.1 will not apply in respect of the Client’s liability for personal injury, death, breach of clause 10 (Fees and Invoicing) or clause 11 (Tax), breach of clause 13 (client data and security), breach of clause 14 (confidentiality), breach of clause 15 (privacy), or intellectual property infringement including under clause 12 and clause 16.

### 5. VARIATION

A variation to the Agreement made under clause 26 that materially affects the Client’s rights under a Small Business Contract will not take effect until 45 days after Education Horizons provides the Client with a notification by email that such a variation will occur. This notification will ensure that the Client has sufficient time to terminate the Agreement before any material variation to its rights takes effect.