

SCHEDULE 3A - INSTALLATION SERVICES

1 GENERAL

- 1.1 This Schedule 3A applies if a Product Agreement states that EHG Services will provide Installation Services, regardless of the Licensed Product. If the Installation Services are to be provided in respect of Synergetic, the terms of Schedule 3B apply in addition to this Schedule 3A.
- 1.2 Notwithstanding the Client's responsibilities set out or referred to in this Schedule 3A, EHG Services' retains the sole and exclusive right to control or direct the manner in which the Installation Services are performed.
- 1.3 The Installation Services will only be provided in respect of the current Release of the Licensed Product, unless agreed in writing between the parties.
- 1.4 If EHG Services agrees to develop Custom Software during the installation of the Licensed Product, then Schedule 4 applies to such Software Development Services.

2 CLIENT'S RESPONSIBILITIES

- 2.1 The Client will make available, in a prompt and timely manner, at no charge to EHG Services, Client Data and other technical data, computer facilities, programs, files, documentation, test data, sample outputs and other information and resources required by EHG Services for the performance of the Installation Services (**Client Installation Resources**).
- 2.2 The Client will ensure that the Client Installation Resources are accurate, complete and consistent, and will indemnify and hold harmless EHG Services 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 EHG Services' use of the Client Installation Resources.
- 2.3 If required on site, the Client will provide (at no charge to EHG Services) such of the following as EHG Services reasonably requires from time to time in order to perform the Installation Services:
 - 2.3.1 meeting facilities;
 - 2.3.2 facility for at least one 'hot desk', with internet connectivity, for EHG Services Personnel attending the Client's premises;
 - 2.3.3 internet connectivity and access to printing facilities; and
 - 2.3.4 appropriate training facilities.
- 2.4 The parties may agree in writing additional Client responsibilities in respect of the installation of the Licensed Product.
- 2.5 The responsibility for the proper implementation of the Licensed Product rests with the Client. EHG Services will assist the Client in the manner specified in this Schedule 3A 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 EHG Services' performance of the Installation Services.

3 TIMEFRAMES AND DELAYS

- 3.1 The Installation Services will commence as soon as practicable following EHG Services' receipt of a notification from the Client that it wishes to proceed with the Installation Services.
- 3.2 Subject to clause 4.2.3 of the Agreement, the parties will agree a timetable for performance of the Installation Services.
- 3.3 If any timeframes for the Installation 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), EHG Services may:
 - 3.3.1 delay any date agreed for the Installation Services as required; and/or
 - 3.3.2 charge the Client additional Fees.

4 ACCEPTANCE

- 4.1 If the Installation Services are provided in respect of Synergetic, the terms in section 9 of Schedule 3B apply to acceptance.
- 4.2 The Client will be deemed to have accepted the Installation Services and all relevant Deliverables (including the Licensed Product) unless, within 10 Business Days of the Client first using the Licensed Product in a live production environment, the Client notifies EHG Services in writing that the Client does not, acting reasonably, consider that the Installation Services have been provided in accordance with the terms of the Agreement. If no such notice is given, the Client will be deemed to have accepted the Installation Services and all relevant Deliverables, including the Licensed Product.
- 4.3 Any notice given by the Client under section 4.2 must set out specifically how the Client considers that the requirements of the Agreement have not been met.
- 4.4 If the Client provides EHG Services with a notice under section 4.2, EHG Services will review the relevant Deliverable(s) and make any changes as needed.
- 4.5 Unless the Client notifies EHG Services in writing within 2 Business Days of EHG's review under section 4.4 that the Client considers, acting reasonably, that the requirements of the Agreement have not been met, the Client will be deemed to have accepted that Installation Services and all relevant Deliverables, including the Licensed Product. If the Client does provide EHG Services with such further notice, the matter of whether the requirements of the Agreement have been met will be referred to dispute resolution under clause 17 of the Agreement.
- 4.6 Notwithstanding the above, the Licensed Product and Installation Services are deemed to be accepted by the Client if the Client fails to comply with any of its obligations regarding the Installation Services.

5 FEES

- 5.1 EHG Services will provide a Fee Estimate for the Installation Services using the Current Rates and:
 - 5.1.1 the parties agree that the Fee Estimate is an estimate only; and
 - 5.1.2 EHG Services may provide a revised Fee Estimate to the Client if required.
- 5.2 EHG Services will invoice the Client for the Installation Services at the times specified in the Product Agreement.