

## SCHEDULE 3B – SYNERGETIC INSTALLATION SERVICES

### 1 DEFINED TERMS

- 1.1 In addition to the defined terms in clause 1.1 of the Agreement and Schedule 3A, in this Schedule 3B:

**Acceptance Tests** has the meaning given to that term in section 7.1 of this Schedule 3B.

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

**Data Tables** means the data tables within the Licensed Product 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 Installation Date to allow sufficient time for EHG Services 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 3B.

**Live Installation Date** means the date on which it is intended that all or part of the Licensed Product will first be used in a live production environment.

**Operating Environment Requirements** means the requirements for the Client's operating environment specified by EHG Services, 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 3B applies, in addition to Schedule 3A, if a Product Agreement states that EHG Services will provide Installation Services in respect of Synergetic.

### 3 CLIENT'S RESPONSIBILITIES

- 3.1 In addition to its obligations under Schedule 3A, 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 Installation Services.

### 4 LIVE DATA EXTRACTION

- 4.1 On the Live Conversion Date, the Client must provide EHG Services with data files (**Live Extracted Data Files**) from its Current System at the times and in the manner required by EHG Services 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 3B, commencing on the Live Conversion Date, EHG Services 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 Licensed Product and Installation Services in accordance with section **Error! Reference source not found.** of this Schedule 3B, 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, EHG Services.

## 6 LIVE INSTALLATION

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

## 7 ACCEPTANCE

- 7.1 On the date(s) agreed by the parties, EHG Services 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 Installation Services and all relevant Deliverables (including the Licensed Product) unless, within 10 Business Days of Testing Date, the Client notifies EHG Services 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 Installation Services and all relevant Deliverables, including the Licensed Product.
- 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 EHG Services with a notice under section 7.2, EHG Services will review the relevant Deliverable(s), make any changes as needed and repeat the Acceptance Tests.
- 7.5 Unless the Client notify EHG Services 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 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 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 Licensed Product and Installation Services are accepted by the Client, if, notwithstanding any other term of this Schedule 3B:
- 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 the Licensed Product in a live environment in breach of section 7.2; or
  - 7.6.3 the Client fails to comply with any other of its obligations regarding the Installation 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 EHG Services, 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,

EHG Services may:

8.1.3 invoice the Client for Installation 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 Installation Services.

9.2 If any timeframes for the Installation Services are not met due to an act or omission of the Client, EHG Services may, at its discretion:

9.2.1 delay the Live Installation Date as required to take account of the delay; and/or

9.2.2 charge the Client additional costs at the rate per Business Day specified in the Product Agreement for each day of delay, to reflect the additional costs incurred by EHG Services as a result of the delay. The parties agree this is a reasonable pre-estimate of the damage suffered by EHG Services as a consequence of the Client's delay.