



## **SUMMARY OF AMENDMENTS TO EDUCATION HORIZONS'**

- **MASTER SUBSCRIPTION AGREEMENT**
- **SMALL BUSINESS TERMS**
- **PROFESSIONAL SERVICE ORDER TERMS AND CONDITIONS**
- **MYBUILDINGS TERMS AND CONDITIONS**

Education Horizons

The following table lists updates incorporated into Education Horizons' Master Subscription Agreement (MSA), effective 1 May 2024.

Capitalised terms in this summary have the same meaning as given to those terms in the MSA.

<b>Amendments to the MSA</b>	
<b>Clause 8.6: deleting clause</b>	This term has been removed.
<b>Clause 10.3 and 10.5: correcting minor grammatical errors</b>	Duplicate punctuation marks have been removed.
<b>Clause 18 (18.1.1 &amp; 18.1.2): addition of payment rectification period and right to suspend qualified by materiality threshold</b>	<p>The Client has a period of 14 days to rectify any non-payment of fees before a right to suspend services by Education Horizons arises.</p> <p>A right to suspend for non-compliance with the MSA will only arise where that non-compliance relates to a material obligation of the MSA.</p>
<b>Clause 19: amendment to termination rights</b>	<p>A right to terminate for non-payment of fees will only arise if the Client has not rectified that non-payment within 20 Business Days of receiving written request to do so.</p> <p>The right to terminate for a breach of the MSA in clause 19.1.2 excludes a breach of the Client's payment obligations (which is dealt with in the preceding clause 19.1.2).</p> <p>The right to terminate in clause 19.1.3 applies where the breach of the MSA is material.</p>
<b>Clause 27: removal of entire agreement clause</b>	The entire agreement term in clause 27.1 is removed and consequential numbering amendments are made to subsequent sub-clauses.
<b>The following additional amendments apply if the Agreement is a Small Business Contract.</b>	
<b>Clause 17: changes to limitation of liability</b>	<p>The Client's liability is limited to the same extent as Education Horizons' liability is limited under clause 17.1 and 17.3.</p> <p>The limitations and exclusions in clause 17.1 will:</p> <ul style="list-style-type: none"> <li>• continue to not apply in respect of the Client's liability for personal injury, death, clause 10 (Fees and Invoicing) and Clause 11 (Tax), but</li> <li>• <u>will apply</u> for 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 16.</li> </ul>

The following table lists updates incorporated into Education Horizons' Professional Service Order Terms and Conditions, effective 1 May 2024.

Capitalised terms in this summary have the meaning as given to those terms in the Professional Service Order Terms and Conditions.

<b>Amendments to the Professional Service Order Terms and Conditions</b>	
<b>Clause 4: changes to types of expenses payable by Client</b>	The Client must pay any reasonable out of pocket expenses which are reasonably incurred by Education Horizons.
<b>Clause 5: changes to variation procedures and termination of Orders</b>	Any new Orders raised as a result of variations to the scope of the Professional Services require approval by the Client, however the Order may be terminated by written notice by the Client if it does not approve the variation.
<b>Clause 6: changes to liability</b>	Clause 6.3 is removed.

The following table lists updates incorporated into Education Horizons' MyBuildings Terms and Conditions, effective 1 May 2024.

Capitalised terms in this summary have the same meaning as given to those terms in the MyBuildings Terms and Conditions.

<b>Amendments to the MyBuildings Terms and Conditions</b>	
<b>Other Terms and Conditions: changes to implications for outstanding invoices</b>	The rate of interest charged on outstanding amounts has changed from 8% to 3% per annum.
<b>Other Terms and Conditions: changes to indemnity</b>	Core Vision will indemnify the Licensee if it acts fraudulently in the performance of the Services (or breach of the terms). Core Vision's indemnification for negligence is removed.
<b>Other Terms and Conditions: changes to limitation of liability</b>	Core Vision's liability under the terms for any claim, loss, liability or damage in accordance with the terms will not exceed the Limitation Amount, except where the liability arises from the enforcement of an indemnity.  The Licensee's acknowledgement that Core Vision's liability is limited to the Limitation Amount is removed.
<b>Other Terms and Conditions: removal of entire agreement term</b>	This term is removed.