

Introduction

CAMMS develops, implements and supports world leading integrated solutions in risk, strategy, projects and people to help its clients make the right decisions, manage risks, align the talents of their organisation and focus on what matters.

This Order Form is issued by CAMMS Group Inc., a New York Corporation (“CAMMS”) with an address at 510 5<sup>th</sup> Avenue, New York, NY 10035 to the Customer detailed in item 1 below (“Customer”), each a “Party,” and collectively, “the Parties.”

The details of the CAMMS products and services, fees, subscription duration, and specific license or subscription terms are set out in this Order Form.

General terms applying to CAMMS products and services are contained in the following documents:

- the CAMMS Customer Master Terms at <https://cammsgroup.com/contract-terms-and-conditions/>
- the CAMMS SaaS Schedule at <https://cammsgroup.com/contract-terms-and-conditions/>
- the CAMMS Professional Services Schedule at <https://cammsgroup.com/contract-terms-and-conditions/>

By signing this Order Form, the Customer creates a separate binding agreement (**Agreement**) comprising: (a) this Order Form; (b) the Schedule/s; (c) any attachments to the Order Form or Schedule/s; and (d) the Master Terms (as in force at the Order Start Date). If there is a conflict between these documents, the Master Terms shall prevail unless expressly stated by CAMMS in another document comprising the Agreement. Capitalised terms used but not defined herein have the respective meaning given to them in the Master Terms.

**PLEASE ENSURE YOU READ THE MASTER TERMS AND SCHEDULES BEFORE SIGNING THIS ORDER FORM.**

Order Form

Item 1 Customer Details

|   |  |
|---|--|
| Company Name  |  |
| Company Number  |  |
| Address for Notices                                     |  |
| Service Address (if different from Address for Notices) |  |
| Email address for electronic correspondence             |  |
| Email address for Accounts Payable                      |  |
| Authorised Representative (Name)                        |  |
| Authorised Representative (Email)                       |  |
| Authorised Representative (Phone)                       |  |

**Item 2 Schedules that form part of the Agreement**

- 1.1. Each time the Customer signs an Order Form, it creates a separate binding agreement (**Agreement**) comprising: (a) that Order Form; (b) Schedule/s (as in force at the Order Start Date); (c) any attachments to the Order Form or Schedule/s; and (d) Customer Master Terms (as in force at the Order Start Date). If there is a conflict between these documents, the Master Terms shall prevail unless expressly stated by CAMMS in another document comprising the Agreement.

**Item 3 Agreement Term**

|                |                                 |
|----------------|---------------------------------|
| Agreement Term | Order Start Date: [insert date] |
|                | Order End Date: [insert date]   |

- This Order Form is for the full Agreement Term and is non-cancellable and non-refundable except as explicitly provided in the Master Terms.
- Subject to the Master Terms, at the Order End Date, the Agreement Term will **automatically renew for successive one year terms**, following the process set out in the CAMMS SaaS Schedule.

**Item 4 CAMMS Software and Fees**

CAMMS will give the Customer access to the modules of the CAMMS Software. Customer agrees to pay the Fees, described below, in accordance with the Payment terms contained herein and in the Master Terms.

| CAMMS Software Product / Module | Fee Per Annum per User | Number of Users        | Fee per Annum |
|---------------------------------|------------------------|------------------------|---------------|
| Product A                       | \$1.00                 | 1                      | \$1.00        |
| Product B                       | \$1.00                 | 1                      | \$1.00        |
| Product c                       | \$1.00                 | 1                      | \$1.00        |
|                                 |                        |                        |               |
|                                 |                        |                        |               |
|                                 |                        |                        |               |
|                                 |                        | <b>Total (ex-GST)</b>  | \$3.00        |
|                                 |                        | <b>GST:</b>            | \$0.30        |
|                                 |                        | <b>Total (inc-GST)</b> | \$3.30        |

- This Fee is for the CAMMS Software, CAMMS Support and CAMMS Hosting.
- This Fee is payable annually in advance, from the Order Start Date.
- The Fee is based on the number of Authorized Users. If the Customer wishes to add Authorized Users, it will be processed as a Change Request under the Master Terms and Schedule. (CAMMS will notify Customer of the additional Fees payable.)
- The Fee is fixed from the Order Start Date to the Order End Date (other than any changes due to increased or new taxes or changes due to a Change Request). From the Order End Date, CAMMS reserves the right to adjust the Fees each year as set forth in the CAMMS Hosting Schedule.

| CAMMS Customer Care   | Number of days Reporting Services                | Number of days Virtual Consulting Services       | Fee per Annum |
|---|--|--|---------------|
| Customer Care program subscription – Insert level of package client is buying ie Platinum, Gold, Silver, Bronze | Insert days based on level of packaged purchased | Insert days based on level of packaged purchased | \$3.00        |
|   |  |  |               |
|   | <b>Total (ex-Sales Tax)</b>                      |  | \$3.00        |
|   |  | <b>Sales Tax:</b>                                | \$0.30        |
|   |  | <b>Total (inc-Sales Tax)</b>                     | \$3.30        |

- This Fee is for the CAMMS Customer Care service and is payable annually in advance, from the Order Start Date.
- The Fee is based on the level of package subscribed to. Should a Customer exhaust the annual allocation of days, an additional block of days may be purchased at CAMMS Customer Care daily rate.

Support and activities covered by Customer Care include:

- Virtual Access to CAMMS Consultants – Business and Technical for any type of consultant led activity post go-live ie: training, workshops, configuration, advice, specifications and product enhancements. The number of days dependent on the level of subscription package purchased and detailed in the table above.
- Virtual Reporting Assistance for report customisations post go-live – SSRS or Insights reports, modifications to Insights data sets and assistance with downloading reports from the Report Library. The number of days dependent on the level of subscription package purchased and detailed in the table above.
- Access to CAMMS Report Library and ability to utilise the reports in the Library
- Unlimited access to the Global Events Calendar including:
  - Virtual User Groups
  - Live Online Training and Development
  - CAMMS Specialist Training Webinars
  - Monthly Product Walk-throughs
  - Virtual meetings,
  - Membership to cammscommunity
- Unlimited access to cammscollege eLearning platform for all training courses.

## Item 5 CAMMS Professional Services

### 5.1 Deployment Services

[INSERT SCOPE STATEMENT HERE]

### 5.2 Timeline

- CAMMS have assumed a [INSERT NUMBER] week timeline for the implementation of this project. Should any extension to this be applicable, additional investment may be required.
- The project plan provided associated with these deliverables is indicative only, and subject to refinement based on further discussions with authorised Customer representatives.

- The provided timeframe is dependent upon Customer providing its responsibilities (see below and the Schedule).

5.3 Customer Responsibilities

- *[the PS Schedule and Master Terms have general responsibilities which apply to each project. Add any specific items here...]*
- [x]
- [x]

5.4 CAMMS Professional Services Fees

| Service             | Effort (Days) | Fee per Day            | Total Fee |
|---------------------|---------------|------------------------|-----------|
| Service A           | 1             | \$1.00                 | \$1.00    |
| Service B           | 1             | \$1.00                 | \$1.00    |
| Service C           | 1             | \$1.00                 | \$1.00    |
|                     |               |                        |           |
|                     |               |                        |           |
|                     |               |                        |           |
| <b>Total (Days)</b> | <b>3</b>      | <b>Total (ex-GST)</b>  | \$3.00    |
|                     |               | <b>GST:</b>            | \$0.30    |
|                     |               | <b>Total (inc-GST)</b> | \$3.30    |

- CAMMS will issue invoices on the completion of the Milestones outlined below.
- The Milestones are defined in the CAMMS Professional Services Schedule.
- All invoices are payable in US Dollars (USD) within [thirty (30)] days from the date of the invoice.

| Milestone No. | Description        | Amount (%of Professional Services Fee) | Amount (\$) (incl GST) |
|---------------|--------------------|--|------------------------|
| Milestone 1   | Contract Execution | 40%                                    | \$4.00                 |
| Milestone 2   | Configuration      | 25%                                    | \$2.50                 |
| Milestone 3   | User Acceptance    | 25%                                    | \$2.50                 |
| Milestone 4   | Go-Live            | 10%                                    | \$1.00                 |
| <b>Total</b>  |                    | <b>100%</b>                            | <b>\$10.00</b>         |

5.5 Notices

Any notice, request, consent, claim, demand, waiver, or other communication under this Order Form or the Agreement shall have legal effect only if provided pursuant to Section 16.7 of the Master Terms. Notices shall

be addressed to a Party as follows (or to such other address or such other person that such addressee Party may designate from time to time in accordance with Section 16.7 of the Master Terms):

If to CAMMS:

Address - 510 5<sup>th</sup> Avenue, New York, NY 10035

Email - [need a Notices/legal email address]

For the Attention of - Barbara Walker

If to Customer:           [ADDRESS]

  [EMAIL]

  [ATTENTION OF]

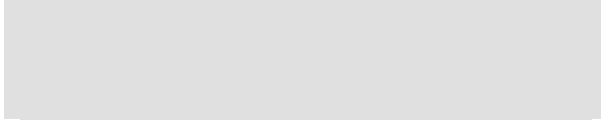
Notice will be deemed effectively given pursuant to the terms of Section 16.7 of the Master Terms.

**Item 6 Additional Terms**

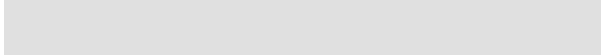
*[add any special terms which amend or override the Master Terms or the Schedules]*

SIGNED AS AN AGREEMENT

Signed on behalf of the Customer



Signature of Customer's Authorised Representative

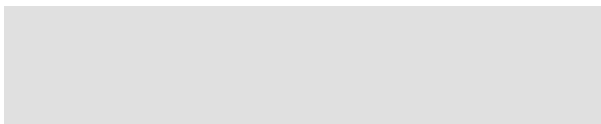


Print name



Date

Signed on behalf of CAMMS



Signature of CAMMS Authorised Representative



Print name



Date