

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 document (and the other documents referred to below) set out the terms on which CAMMS will provide professional services to its Customers.

This Schedule is for **CAMMS Professional Services**.

Version: 1.1 (UK)

Date: 6 November 2020

1. Agreement Structure

- 1.1. This Schedule is issued by CAM MANAGEMENT SOLUTIONS LIMITED incorporated and registered in England and Wales with company number 06360806 whose registered office is at Suite 4.3 Parsonage Chambers, 3 The Parsonage, Manchester, England, M3 2HW (**CAMMS**).
- 1.2. General terms applying to CAMMS products and services are contained in the CAMMS Customer Master Terms as published by CAMMS (**Master Terms**). Specific terms and conditions are contained in an Order Form.
- 1.3. Capitalised terms used in this Schedule have the same meaning given to them in the Master Terms (unless they are given a different meaning in this Schedule).

2. Implementation Services

- 2.1. CAMMS will provide services to help Customer deploy the CAMMS Software and will deliver those services in stages, utilising the CAMMS Implementation Methodology. The details of the services, including the scope, deliverables, estimated timeline and fees, will be set out in an Order Form. The terms in this section apply generally to all deployments of CAMMS Software on the CAMMS Shared Cloud (separate terms apply for a Private Cloud or Customer Hosted environment).
- 2.2. The CAMMS Implementation Methodology contains the following elements.
 - 2.2.1. Discovery & Planning, which includes Workshops and a Scope & Design document to achieve:
 - 2.2.1.1. Project Kickoff meeting to introduce participants and align expectations
 - 2.2.1.2. Clear business requirements and priorities
 - 2.2.1.3. An agreed Scope & Design for CAMMS Configuration
 - 2.2.1.4. An agreed Scope & Design for CAMMS Integration
 - 2.2.1.5. Project Planning for key tasks/sprints, dependencies, schedule and resources
 - 2.2.2. Configuration, which includes as required:
 - 2.2.2.1. User Interface and Workflow Configurations built according to business requirements and scope agreed in the Scope & Design

document. Configuration Services will be delivered in a timeboxed sprint, with the number of days to be agreed.

- 2.2.2.2. Dashboard and Report Configurations built according to business requirements and scope agreed in the Scope & Design document.

Configuration Services will be delivered in a timeboxed sprint, with the number of days to be agreed.

2.2.2.3. Unit Testing of Configuration

2.2.3. Integration, which includes as required:

2.2.3.1. Integrations built according to business requirements and scope agreed in the Scope & Design document

2.2.3.2. Systems Integration Testing (SIT)

2.2.4. Testing & Validation, which includes as required:

2.2.4.1. Delivery of Test Plan & Test Scripts

2.2.4.2. System Integration Testing (SIT)

2.2.4.3. User Acceptance Testing (UAT) Preparations, including test data and resource planning

2.2.4.4. UAT, to be performed by the Customer

2.2.5. Training, which includes as required:

2.2.5.1. Training & Support Plan

2.2.5.2. Administrator Training, according to the Training & Support Plan

2.2.5.3. End User Training, according to the Training & Support Plan

2.2.5.4. Access and introduction to cammscollege

2.2.6. Deployment & Go-Live, which includes as required:

2.2.6.1. Planning of Go-Live Event

2.2.6.2. Go-Live Event, where the CAMMS Configurations and Integrations are deployed to the CAMMS Production environment (PROD)

2.2.6.3. Handover to BAU Support, according to the Training & Support Plan

2.2.7. Project Management, which includes as required:

2.2.7.1. Project Planning, initially as a high level plan, with tasks/sprints, dependencies, schedule and resources confirmed upon completion of Discovery & Planning Stage

2.2.7.2. Project Coordination, ongoing throughout the project

2.2.7.3. Project Status Reporting, and associated meeting, according to an agreed schedule

2.2.7.4. Project Governance, typically a monthly meeting that includes Project Sponsors

2.3. Utilising the CAMMS Implementation Methodology, CAMMS and the Customer will agree a scope and the Professional Service fees to deliver that scope.

- **Scope and Fee in Order Form** – based on the information provided by the Customer, CAMMS will provide a scope of activities, and Fee, in the Order Form. The Order Form will also describe any specific Customer responsibilities.
- **Changes** - Any changes requested post configuration which lie outside of the agreed documentation will be completed by the Customer, or alternatively, a

Change request can be raised for CAMMS to complete the work for an additional charge.

- **Development Items** – items where development would be required are considered out of scope, until a detailed scoping and analysis of the use case and associated data is conducted. Business requirements that are not possible within the current function of the software will be considered as a customisation and will be scoped and costed separately from the implementation costs, unless otherwise agreed in writing.

2.4. CAMMS will perform the services generally between 8:30AM and 5:30 PM Monday through Friday, except for relevant bank or public or other scheduled holidays.

2.5. Scheduling of CAMMS resources is subject to availability

3. Deliverables

CAMMS will provide the following Deliverables using the service delivery approach described above

Stage	Deliverables	Acceptance Criteria as required
Discovery & Planning	Scope & Design document	Signoff of Scope & Design document
	Project Plan	Delivery of Project Plan
Configuration	CAMMS Configurations	Delivery of CAMMS Configuration according to the Scope & Design document:
	CAMMS Integrations	Delivery of CAMMS Integration Scope according to the Scope & Design document:
Testing & Validation	Test Plan	Delivery of CAMMS Test Plan
	Test Scripts	Delivery of CAMMS Test Scripts according to Test Plan
Training	Training & Support Plan	Delivery of CAMMS Training & Support Plan
	Administration Training	Admin Training delivered according to the Training Plan
	End User Training	End User Training delivered according to the Training Plan
Deployment & Go Live	CAMMS Solution	CAMMS Configurations & Integrations delivered to PROD
Post Go Live Support	Post Go Live Support	Delivery of Post Go Live Support Services
Project Management	Project Status Reports	Delivery of Project Status Reports

4. Customer Responsibilities

In addition to any specific items listed in an Order Form, the Customer is responsible for the following items for any implementation project:

4.1. Resource Management

- 4.1.1. The Customer will assign a Project Manager who can ensure the CAMMS resources have timely access to required people and technologies
- 4.1.2. The Customer will assign the necessary IT SMEs and IT support resources to be available as required for the duration of the project
- 4.1.3. The Customer will assign the necessary Business SMEs, who can communicate business requirements and priorities, to be available as required for the duration of the project
- 4.1.4. Customer will assign a CAMMS Administrator to be available as required for the duration of the project
- 4.1.5. The Customer will communicate project responsibilities to all the Customer's project participants in a timely manner
- 4.1.6. The Customer is responsible for managing third parties

4.2. Access Management

- 4.2.1. The Customer to inform relevant CAMMS staff any site access requirements, and relevant Customer security and safety policies, prior to arrival of CAMMS staff for on-site work.
- 4.2.2. The Customer to provide all necessary access to networks, systems, and offices (as required and agreed) for the CAMMS project team during project activities, including remote access as agreed.
- 4.2.3. The Customer to provide phone and email contact details for relevant Customer staff to the CAMMS staff performing work under this Statement of Work

4.3. Schedule

- 4.3.1. The Customer is responsible for notifying the CAMMS Project Manager, in writing, of any changes to the schedule of work as soon as the Customer becomes aware of the change.
- 4.3.2. The Customer is responsible for any delay not under the control of CAMMS that results in CAMMS personnel being unable to fulfil their scheduled tasks. Such delays will be managed through the CAMMS Change Management Process
- 4.3.3. The Customer will provide advance notice of five (5) working days to the CAMMS Project Manager if the Customer is requesting any rescheduling of work associated with this statement of Work. Notice

of less than 5 days will be managed through the CAMMS Change Management Process.

4.4. Approvals

- 4.4.1. The Customer to provide feedback on CAMMS documents within five (5) business days of being delivered for review, unless mutually agreed otherwise in writing.
- 4.4.2. The Customer to signoff documents within five (5) business days of the final version being delivered for signoff, unless mutually agreed otherwise in writing.
- 4.4.3. One iteration of Customer feedback is assumed, unless mutually agreed otherwise in writing.
- 4.4.4. The Customer is responsible for collating feedback and test results for CAMMS deliverables so they are consistent and clear.

4.5. Testing

- 4.5.1. The Customer is responsible for planning and executing any testing not explicitly defined in the scope of services, including test scripts and associated test plan
- 4.5.2. The Customer will support CAMMS to help isolate and resolve issues identified by testing
- 4.5.3. The Customer will provide test data to CAMMS that is fit for purpose

4.6. Other

- 4.6.1. The customer is responsible for completing any internal consultation and preparation of a single source of requirements
- 4.6.2. The customer is responsible for any changes to customer business processes as a result of this implementation
- 4.6.3. The customer will ensure that data associated with the project is substantially and materially fit for purpose
- 4.6.4. Project Schedules are dependent on timely completion of Customer responsibilities, including signoff, feedback and acceptance
- 4.6.5. The customer is responsible for any data migration not explicitly defined in the scope of services
- 4.6.6. Requests by the Customer Project Manager for additional sprints, additional services or other changes to the scope described in this

SOW may attract addition service fees at standard CAMMS service rates, terms and conditions

5. Exclusions

5.1. These following items are explicitly not included in the scope of this SOW:

- 5.1.1. Provision, preparation or availability of any hardware or third party software
- 5.1.2. Performance of Customer procedures, reviews, change controls, documentation, approvals, and methodologies unless explicitly agreed by CAMMS
- 5.1.3. Data integration, transformation, data modeling, migrations and data loads other than defined in the Deliverables section
- 5.1.4. Education, training or knowledge transfer other than the Training Services defined in the Deliverables section
- 5.1.5. Browser settings, configuration, testing, issue management or problem management
- 5.1.6. Performance settings, configuration, testing, issue management or problem management
- 5.1.7. Ongoing support and maintenance of any Deliverable

6. Payment Milestones

The Fees for CAMMS Professional Services will be set out in the Order Form. Fees are typically calculated on a daily rate and offered as a fixed fee for a fixed scope of work. All Fees are quoted exclusive of VAT, travel, travel time and accommodation costs.

CAMMS will issue invoices on the completion of the milestones outlined below and all invoices are payable in GBP within 30 days from the date of the invoice. The amount payable at each milestone will be set out in each Order Form.

Milestone No.	Description	Meaning	Amount (% of Professional Services Fee)
Milestone 1	Contract Execution	The Order Start Date	40%
Milestone 2	Configuration	Delivery of CAMMS Configuration according to the Scope & Design document	25%
Milestone 3	User Acceptance	Earlier of: <ul style="list-style-type: none"> Customer issuing an acceptance certificate 5 business days after CAMMS tells Customer the system is ready for acceptance testing Customer uses the system in live production 	25%
Milestone 4	Go-Live	Earlier of: <ul style="list-style-type: none"> 5 days after User Acceptance 	10%

Milestone No.	Description	Meaning	Amount (% of Professional Services Fee
		<ul style="list-style-type: none">Customer uses the system in live production	
Total			100%