

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
Date: 6 November 2020

1. Agreement Structure

- 1.1. This Schedule to the Order Form ("**Schedule**") is issued by CAMMS Group Inc., a New York Corporation ("**CAMMS**").
 - 1.2. This Schedule, together with: (a) the Order Form; (b) any attachments to the Order Form or Schedule/s, as applicable; and (c) the Master Terms form a binding agreement (the "**Agreement**") by and between CAMMS and the Customer, effective as of the Order Start Date (the "**Effective Date**").
 - 1.3. General terms applying to CAMMS products and services are contained in the CAMMS Customer Master Terms ("**Master Terms**"). Specific terms and conditions are contained in an Order Form.
 - 1.4. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Master Terms.
2. **Term.** This Schedule shall commence as of the Effective Date and shall continue thereafter until the completion of the Services set forth in the Order Form (the "**Initial Term**"), unless sooner terminated pursuant to the Master Terms.

3. Implementation Services

- 3.1. CAMMS will provide services (the "**CAMMS Professional Services**" or the "**Services**") to Customer for the deployment of the CAMMS Software and will deliver the Services in stages, utilizing 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 set forth in this Section 2 apply generally to all deployments of CAMMS Software on the CAMMS Shared Cloud (separate terms apply for a Private Cloud or Customer Hosted environment).
- 3.2. The CAMMS Implementation Methodology contains the following elements:
 - 3.2.1. Discovery and Planning, which includes one (1) Workshop and a Scope & Design plan (the "**Scope & Design Document**") to achieve:
 - 3.2.1.1. Project Kickoff meeting to introduce participants and align expectations;
 - 3.2.1.2. Clear business requirements and priorities;
 - 3.2.1.3. An agreed Scope & Design plan for CAMMS Configuration;
 - 3.2.1.4. An agreed Scope & Design plan for CAMMS Integration; and
 - 3.2.1.5. Project planning for key tasks/sprints, dependencies, schedule and resources.
 - 3.2.2. Configuration, which includes, as required:
 - 3.2.2.1. User Interface and Workflow Configurations built according to business requirements and the scope agreed to in the Scope & Design document. Configuration Services will be delivered in a timeboxed sprint, with the number

- of days to be agreed by CAMMS and Customer and set forth in the Scope & Design Document;
- 3.2.2.2. 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 by CAMMS and Customer and set forth in the Scope & Design Document; and
 - 3.2.2.3. Unit Testing of Configuration.
- 3.2.3. Integration, which includes as required:
- 3.2.3.1. Integrations built according to business requirements and scope agreed in the Scope & Design Document; and
 - 3.2.3.2. Systems Integration Testing (SIT).
- 3.2.4. Testing & Validation, which includes, as required:
- 3.2.4.1. Delivery of Test Plan & Test Scripts;
 - 3.2.4.2. System Integration Testing (SIT);
 - 3.2.4.3. User Acceptance Testing (UAT) Preparations, including test data and resource planning; and
 - 3.2.4.4. UAT, to be performed by the Customer.
- 3.2.5. Training, which includes, as required:
- 3.2.5.1. Development of a Training & Support Plan;
 - 3.2.5.2. Administrator Training, according to the Training & Support Plan;
 - 3.2.5.3. End User Training, according to the Training & Support Plan; and
 - 3.2.5.4. Access and introduction to cammscollege.
- 3.2.6. Deployment & Go-Live, which includes, as required:
- 3.2.6.1. Planning of Go-Live Event;
 - 3.2.6.2. Go-Live Event, where the CAMMS Configurations and Integrations are deployed to the CAMMS Production environment (PROD); and
 - 3.2.6.3. Handover to BAU Support, according to the Training & Support Plan.
- 3.2.7. Project Management, which includes, as required:
- 3.2.7.1. Project Planning, initially as a high level plan, with tasks/sprints, dependencies, schedule and resources confirmed upon completion of Discovery & Planning Stage
 - 3.2.7.2. Project Coordination, ongoing throughout the project
 - 3.2.7.3. Project Status Reporting, and associated meeting, according to an agreed schedule
 - 3.2.7.4. Project Governance, typically a monthly meeting that includes Project Sponsors
- 3.3. Utilising the CAMMS Implementation Methodology, CAMMS and the Customer will agree upon the scope of activities and the Professional Service Fees to deliver the Services.
- a. **Scope and Fee in Order Form.** Based on the information provided by the Customer, CAMMS will provide a scope of activities, and Professional Service Fee, in the Order Form. The Order Form will set forth any specific Customer responsibilities and obligations not included in this Schedule or the Master Terms. Payment terms shall be included in the Master Terms.

- b. **Changes to Scope.** In the event that either the Customer wishes to change the scope of performance of the Services, it shall submit details of the requested change to CAMMS in writing (a “Change Order”). CAMMS shall, within a reasonable time (not to exceed seven (7) days) after receiving a Change Order, provide a written estimate to the Customer of:
 - i. the likely time required to implement the change;
 - ii. any necessary variations to the Fees and other charges for the Services arising from the change;
 - iii. the likely effect of the change on the Services;
 - iv. any other impact the change might have on the performance of this Agreement; and
 - v. any other information reasonably requested by the Customer.
 - c. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change. Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Error! Bookmark not defined.3.3.**
 - d. **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 CAMMS Software will be considered as a customisation and will be scoped and costed separately from the implementation costs, unless otherwise agreed in writing.
- 3.4. CAMMS will perform the Services generally between 8:30AM and 5:30 PM EST Monday through Friday, except for relevant scheduled holidays.
- 3.5. Scheduling of CAMMS resources is subject to availability at the sole discretion of CAMMS.

4. Deliverables

CAMMS will provide the following Deliverables using the service delivery approach described above. "Deliverables" means all documents, work product, and other materials that are delivered to Customer hereunder or prepared by or on behalf of Service Provider in the course of performing the Services.

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

Stage	Deliverables	Acceptance Criteria as required
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

5. Additional Representations and Warranties.

5.1. Each party represents and warrants to the other party that:

- a. it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- b. it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
- c. the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- d. when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

5.2. CAMMS represents and warrants to Customer that:

- a. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and
- b. it is in compliance with, and shall perform the Services in compliance with, all applicable Laws.

5.3. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS SCHEDULE AND THE MASTER TERMS AND APPLICABLE ORDER FORM. (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS SCHEDULE, AND (B) CAMMS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND NON-INFRINGEMENT.

6. Customer Responsibilities and Obligations.

In addition to any specific items listed in an Order Form and the terms set forth in the Master Terms, the Customer is responsible for the following items for any implementation project:

6.1. Resource Management

- 6.1.1. The Customer will assign a Project Manager within Customer's organization who shall ensure the CAMMS resources have timely access to required people and technologies.
- 6.1.2. The Customer will assign the necessary IT SMEs and IT support resources to be available to CAMMS as required for the duration of the project.
- 6.1.3. The Customer will assign the necessary Business SMEs, who can communicate business requirements and priorities, to be available to CAMMS as required for the duration of the project.
- 6.1.4. Customer will assign a CAMMS Administrator to be available to CAMMS as required for the duration of the project.
- 6.1.5. The Customer will communicate project responsibilities to all the Customer's project participants in a timely manner.
- 6.1.6. The Customer is solely responsible for managing third parties.

6.2. Access Management

- 6.2.1. The Customer shall inform relevant CAMMS staff of any site access requirements, and relevant Customer security and safety policies, no later than seven (7) days prior to arrival of CAMMS staff for on-site work.
- 6.2.2. The Customer shall provide all necessary access to networks, systems, and offices (as required and agreed upon in the Order Form) for the CAMMS project team during project activities, including remote access as agreed.
- 6.2.3. The Customer shall provide phone and email contact details for relevant Customer staff to the CAMMS staff performing work under the Order Form.

6.3. Schedule

- 6.3.1. In accordance with Section 2.3 herein, 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.
- 6.3.2. 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.
- 6.3.3. The Customer will provide advance notice of no less than five (5) working days to the CAMMS Project Manager if the Customer is requesting any rescheduling of work associated with the Order Form. Notice of less than five (5) days will

be managed through the CAMMS Change Management Process at CAMMS' discretion, subject to available resources.

6.4. Approvals

- 6.4.1. The Customer shall provide feedback on CAMMS documents within five (5) business days of being delivered for review, unless mutually agreed otherwise in writing.
- 6.4.2. The Customer shall approve of and signoff on documents within five (5) business days of the final version being delivered for signoff, unless mutually agreed otherwise in writing.
- 6.4.3. One iteration of Customer feedback is assumed, unless mutually agreed otherwise in writing.
- 6.4.4. The Customer is responsible for collating feedback and test results for CAMMS Deliverables so they are consistent and clear.

6.5. Testing

- 6.5.1. 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.
- 6.5.2. The Customer will support CAMMS to help isolate and resolve issues identified by testing.
- 6.5.3. The Customer will provide test data to CAMMS that is fit for purpose.

6.6. Other

- 6.6.1. The Customer is responsible for completing any internal consultation and preparation of a single source of requirements.
- 6.6.2. The Customer is responsible for any changes to Customer business processes as a result of this implementation.
- 6.6.3. The Customer will ensure that data associated with the project is substantially and materially fit for purpose.
- 6.6.4. Project Schedules are dependent on timely completion of Customer responsibilities, including signoff, feedback and acceptance.
- 6.6.5. The Customer is responsible for any data migration not explicitly defined in the scope of services.
- 6.6.6. Requests by the Customer Project Manager for additional sprints, additional services or other changes to the scope described in the Order Form may attract addition service fees at standard CAMMS service rates, terms and conditions.
- 6.6.7. Customer shall obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, in all cases before the date on which the Services are scheduled to begin.

7. Exclusions

- 7.1. The following items are explicitly excluded from the scope of CAMMS Professional Services:
 - 7.1.1. Provision, preparation or availability of any hardware or third-party software;
 - 7.1.2. Performance of Customer procedures, reviews, change controls, documentation, approvals, and methodologies unless explicitly agreed by CAMMS;
 - 7.1.3. Data integration, transformation, data modelling, migrations and data loads other than those explicitly defines as a Deliverable in an Order Form;

- 7.1.4. Education, training or knowledge transfer other than the Training Services explicitly set forth in an Order Form;
- 7.1.5. Browser settings, configuration, testing, issue management or problem management;
- 7.1.6. Performance settings, configuration, testing, issue management or problem management; and
- 7.1.7. Ongoing support and maintenance of any Deliverable.

8. Force Majeure

- 8.1. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Schedule, for any failure or delay in fulfilling or performing any term of this Schedule (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party affected by the Force Majeure Event. The affected party shall promptly give notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.
- 8.2. The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

9. Payment Terms and Milestones

- 9.1. In consideration for the provision of the Services by CAMMS and the rights granted to Customer under this Schedule, Customer shall pay the Fees for CAMMS Professional Services as set forth in the Order Form, and shall adhere to the payment terms set forth in the Master Terms. Fees shall be calculated on a daily rate and offered as a fixed fee for a fixed scope of work. All Fees are quoted exclusive of GST, travel, travel time and accommodation costs, and Customer agrees to reimburse CAMMS for all reasonable travel and out-of-pocket expenses incurred by CAMMS in connection with the performance of the Services.
- 9.2. CAMMS will deliver invoices to the Customer upon the completion of the milestones outlined in this Section 9.2. All invoices are payable in US Dollars (USD) in accordance with the terms set forth in the Master Terms and applicable Order Form. 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 	25%

Milestone No.	Description	Meaning	Amount (% of Professional Services Fee)
		<ul style="list-style-type: none"> Customer uses the system in live production 	
Milestone 4	Go-Live	Earlier of: <ul style="list-style-type: none"> 5 days after User Acceptance Customer uses the system in live production 	10%
Total			100%

10. Miscellaneous.

- 10.1. Each party shall, upon the reasonable request of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Schedule.
- 10.2. The relationship between the parties is that of independent contractors. Nothing contained in this Schedule shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 10.3. This Schedule, together with the Master Terms, the Order Form, all Exhibits, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Schedule with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- 10.4. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.
- 10.5. This Schedule is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.