

## 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 its software solutions and related services to its Customers.

Version: 1.0 (UK)

Date: 23 September 2020

## Agreement

### 1. Agreement Structure

- 1.1. These CAMMS Customer Master Terms (**Master Terms**) are 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. Details of the CAMMS products and services, fees, subscription duration, and specific license or subscription terms will be set out in Order Forms issued to the customer organisation identified on the Order Form (**Customer**).
- 1.3. Each time the Customer signs or otherwise accepts an Order Form, it creates a separate binding agreement (**Agreement**) comprising: (a) that Order Form; (b) Schedule/s; (c) any attachments to the Order Form or Schedule/s; and (d) these Master Terms (as in force at the Order Start Date). If there is a conflict between these documents, the one higher in the list prevails.

### 2. Definitions

Terms defined in clause 1 have the meanings set out there. In addition:

**Account** means a unique account established by Customer to enable its Authorised Users to access and use the CAMMS Software.

**Account Administrator** is an Authorised User who is assigned and expressly authorised by Customer as its agent to manage Customer's Account.

**Affiliate** in relation to a party, means any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

**Agreement Term** is defined in clause 13.1.

**Agreement Year** means each year beginning from the Order Start Date.

**Authorised User** means one individual natural person who is registered by Customer to use the CAMMS Software.

**CAMMS Hosting** means the CAMMS Software is to be installed and hosted on computing equipment of CAMMS or a third-party outsourcer retained by CAMMS.

**CAMMS Indemnified Party** is defined in clause 10.3.

**CAMMS Professional Services** means services which may be provided by CAMMS in addition to the CAMMS Support, such as integration, consulting, architecture, training, transition, configuration, administration, and similar services, as further described in a Schedule and Order Form.

**CAMMS Software** means the CAMMS integrated software solutions in risk, strategy, projects and people as further described in a Schedule and Order Form.

**CAMMS Support** means technical support for the CAMMS Software, including error corrections and upgrades, as generally released by CAMMS, and as further described in a Schedule and/or Order Form.

**CAMMS Services** means, collectively, CAMMS Software, CAMMS Hosting, CAMMS Support and CAMMS Professional Services.

**Confidential Information** means any information provided by a party or any of its employees, agents, related parties or representatives to the other party or any of its employees, agents, related parties or representatives, or otherwise obtained by that party (whether oral, written or viewed by inspection) which is marked as "proprietary" or "confidential" or similar language or which the recipient knows or reasonably should know is proprietary or confidential. Confidential Information of CAMMS includes the CAMMS Software and Documentation, the results of any performance tests of the CAMMS Software, material developed by CAMMS as part of CAMMS Support or CAMMS Professional Services, and the terms of this Agreement. Confidential Information of the Customer includes Customer Data.

**Controller, Data Subject, Personal Data, Processing and Appropriate Technical and Organisational Measures** are as defined in the Data Protection Legislation.

**Customer Data** means any content, materials, data and information (including personal information) that Customer or its Authorised Users enter into the CAMMS Software. Customer Data does not include any component of the CAMMS Software or material provided by or on behalf of CAMMS.

**Customer Hosting** means the CAMMS Software is to be installed and hosted on computing equipment of Customer or a third-party outsourcer retained by Customer.

**Customer Indemnified Party** is defined in clause 11.1.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**Documentation** means documents about the CAMMS Software as made generally available by CAMMS from time to time, and may include installation guidelines, specification documents and user guides and other resources provided on a web portal.

**Fees** means the fees payable by the Customer, as described in a Schedule and Order Form.

**Infringement Claim** means a claim by a third party (not being an Affiliate) against a Customer Indemnified Party alleging that any part of the CAMMS Services or the Customer Indemnified Party's use of them as authorised under this Agreement infringes any third party's Intellectual Property Rights.

**Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs (including in relating semiconductor topography), database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order Form** means an order form provided by CAMMS describing the pricing and options of the CAMMS Services selected by Customer.

**Order Start Date** means the start date set out in the applicable Order Form.

**Schedule** means a schedule describing the service-specific terms and conditions applicable to the CAMMS Software, CAMMS Support, CAMMS Hosting and/or CAMMS Professional Services as referred to in, or attached to, an Order Form.

**Taxes** means all taxes, customs duties, levies, imposts, fines or similar governmental assessments, including value added tax (VAT) or any other sales tax, imposed by any jurisdiction and the interest and penalties on them.

### 3. Rights to use the CAMMS Services

- 3.1. **CAMMS Services.** CAMMS will provide to Customer the CAMMS Services as described in the Schedules and Order Forms. The CAMMS Software will either be: (a) provided with CAMMS Hosting; or (b) installed on Customer Hosting. In all cases the Customer will receive CAMMS Support. CAMMS Professional Services will be provided as and when both parties execute an Order Form.
- 3.2. **Right to Use.** Subject to the terms of the Agreement, CAMMS grants to Customer a non-exclusive, non-transferrable right during the Agreement Term to: (a) use the CAMMS Services; (b) implement, configure, and through its Account Administrator, permit its Authorised Users to access and use the CAMMS Software; and (c) access and use the Documentation.
- 3.3. **Use of the Services.** When using the CAMMS Services, the Customer and its Authorised Users must: (a) Use the CAMMS Services solely for Customer's and its Affiliates' internal business purposes; (b) comply with any usage restrictions set out in a Schedule or Order Form

(such as number of sites or users, or licensed scope of use); (c) use the CAMMS Services in accordance with the Documentation; and (d) (where CAMMS Hosting applies) not interfere with or disrupt the integrity, operation, or performance of the CAMMS Software or the use or enjoyment of it by others.

**3.4. Restrictions.** Customer shall not, and shall not permit its Authorised Users or others under its control to do the following:

- 3.4.1. license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the CAMMS Software available for access by third parties (unless expressly authorised by this Agreement);
- 3.4.2. use the CAMMS Services to develop or operate products or services which perform the same or similar functions, in competition with the CAMMS Software;
- 3.4.3. modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the CAMMS Software;
- 3.4.4. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about the CAMMS Software without consent, unless and then only to the extent expressly permitted by applicable law;
- 3.4.5. use the CAMMS Services in a way that infringes the rights of a third party, including relating to contract, intellectual property or privacy;
- 3.4.6. bypass or breach any security device or protection used for or contained in the CAMMS Software or Documentation;
- 3.4.7. use the CAMMS Software in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the CAMMS Software could lead to personal injury or severe physical or property damage;
- 3.4.8. use the CAMMS Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the CAMMS Hosting; or
- 3.4.9. grant, or purport to grant, any security interest to any third party over the CAMMS Software.

**3.5. Authorised Users.**

- 3.5.1. An Authorised User must be identified by a unique email address and user name, and two or more persons may not use the CAMMS Software as the same Authorised User.
- 3.5.2. Customer will appoint one of its Authorised Users as an Account Administrator, with authority to manage the Customer's Account including to configure administration settings, assign access and use authorisations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint and change its Account Administrators at any time through its Account.

- 3.5.3. If an Authorised User is not an employee of Customer (or an Affiliate), the Customer must ensure the user: (a) is subject to written confidentiality obligations at least as restrictive as those in this Agreement; and (b) is accessing or using the CAMMS Software solely to support the internal business purposes of the Customer or its Affiliates.
- 3.5.4. Customer will ensure that its Affiliates and all Authorised Users comply with all of Customer's obligations under this Agreement, and Customer is responsible for their acts and omissions as though they were those of Customer.
- 3.6. **Audit.** Where Customer Hosting applies, CAMMS may, once per Agreement Year (and once after the end of the Agreement Term) and upon one week's written notice, inspect, audit and analyse accounting, Authorised User, computing and other records of Customer relating to the use of the CAMMS Software to verify compliance with this Agreement. The audit may be conducted by CAMMS or a third party appointed by CAMMS who has entered a written confidentiality agreement with CAMMS which covers the Customer's Confidential Information. Customer shall make available all books, records, equipment, information, and personnel, and provide cooperation and assistance, as may be requested by or on behalf of CAMMS with respect to such audit. If the audit determines that Customer is found not to be non-compliant with this Agreement, Customer shall reimburse CAMMS, within thirty (30) days of the date of written notification of the audit results, for all expenses incurred by CAMMS in conducting the audit, and shall immediately pay any outstanding payment or otherwise rectify the non-compliance.
- 3.7. **Open Source Materials.** CAMMS may incorporate free or open source material in the CAMMS Software. CAMMS is responsible for ensuring that the licence terms of any such free or open source material do not conflict with the licence for the CAMMS Software, or otherwise prevent Customer from using the CAMMS Services in accordance with this Agreement.

## 4. Changes

### 4.1. CAMMS Software.

- 4.1.1. **CAMMS Hosting:** CAMMS may upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise modify the CAMMS Software from time to time. CAMMS will not do this in a way that would intentionally cause Authorised Users to lose access to Customer Data or fundamentally decrease the usefulness of the CAMMS Software.
- 4.1.2. **Customer Hosting:** CAMMS may modify the CAMMS Software from time to time including to provide error corrections or upgrades as part of CAMMS Support. Customer must install CAMMS Software updates, fixes or new releases promptly after receipt.

### 4.2. Changes to Scope.

Other than changes covered by clause 4.1, if either party wishes to change the scope of the CAMMS Services (including changing the scope of CAMMS Professional Services, or increasing the number of Authorised Users or other usage limits, or requests for additional modules or hosting services):

- 4.2.1. the party requesting the change shall submit to the other party written details of the requested change;

- 4.2.2. CAMMS shall, within a reasonable time, give to the Customer a written estimate of: the likely time required to implement the change; any variations to the Fees arising from the change; and any other impact of the change on the terms of this Agreement;

If the parties agree to proceed with the change, they will sign a written variation (or agree an Order Form) to implement the change (and, if they don't, neither party is bound by the change).

- 4.3. **Changes to Master Terms and Schedules.** CAMMS may amend these Master Terms (and Schedules) from time to time by publishing a new version on its website. Changes do not affect Agreements already in force, which continue to incorporate the Master Terms (and Schedules) in force as at the Order Start Date.

## 5. Ownership

- 5.1. **Customer Data.** Customer Data processed using the CAMMS Services is and will remain, as between Customer and CAMMS, owned by Customer. Customer hereby grants CAMMS the right to process, transmit, store or disclose the Customer Data in order to provide the CAMMS Services to Customer, and subject to the other terms of this Agreement.
- 5.2. **CAMMS Services.** CAMMS, its Affiliates, or its licensors own all right, title, and interest in and to any and all Intellectual Property Rights in and to the CAMMS Software, Documentation, any deliverables, reports or materials created in the course of performing CAMMS Services and any improvements, modifications, design contributions, or derivative works, and any knowledge or processes related to them and/or provided under this Agreement.
- 5.3. **Feedback.** CAMMS encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to CAMMS Services (**Feedback**). To the extent Customer provides Feedback, Customer grants to CAMMS a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the CAMMS Services) subject to CAMMS' obligations under clause 12 to not disclose Customer Data and other Confidential Information.

## 6. Customer Data and Data Security

### 6.1. Customer Data.

- 6.1.1. Customer is responsible for the accuracy, quality and legality of the Customer Data (including personal data) as entered into the CAMMS Software, or otherwise supplied or used by Customer and its Authorised Users, including the means by which the Customer or its Authorised Users acquired the personal information.
- 6.1.2. Customer is solely responsible for determining the suitability of the CAMMS Services for Customer's business and complying with any data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer's use of the CAMMS Services.
- 6.1.3. Customer grants to CAMMS the non-exclusive right to access and process Customer Data (including personal data): (a) for the sole purpose of CAMMS: providing the

CAMMS Services; and verifying that Customer and Authorised Users are complying with this Agreement; and (b) as otherwise set out in this Agreement.

## 6.2. Data Protection.

- 6.2.1. Both parties shall, during the Term of this Agreement, comply with all applicable Data Protection Legislation.
- 6.2.2. To the extent that either party is acting as a Data Controller, that party shall comply with its obligations under the Data Protection Legislation.
- 6.2.3. Both parties acknowledge that they may disclose to the other Personal Data relating to a Data Subject for the purposes anticipated by this Agreement (but that each party shall not be obligated to disclose the Personal Data relating to a Data Subject to the other party where they are restricted from doing so).
- 6.2.4. Each party shall assist the other in ensuring their compliance with all applicable requirements of the Data Protection Legislation and shall ensure that any Personal Data disclosed under this Agreement shall be used in accordance with the disclosing party's privacy notice.
- 6.2.5. Both parties shall take and implement all such Appropriate Technical and Organisational Measures and security procedures that are necessary or appropriate to preserve the security and confidentiality of any Personal Data they control or Process under or in accordance with this Agreement.
- 6.2.6. Both parties acknowledge that CAMMS may come into possession of Personal Data under Customer's control (the "Data Controller") and in these circumstances:
  - a) Customer, as the Data Controller, warrants that Customer has (or shall obtain) the necessary consents and notices to lawfully transfer any Personal Data to CAMMS; and
  - b) CAMMS warrants that, to the extent that performance of CAMMS obligations hereunder involves or necessitates the Processing of such Personal Data, CAMMS shall act only on and in accordance with the reasonable instructions and directions of Customer as Data Controller and will comply at all times with the provisions of Schedule 1.
- 6.2.7. For the **CAMMS Software**: In developing the CAMMS Software, CAMMS warrants that it uses industry standard security technologies; and that it is certified as compliant with ISO/IEC 27001, an international standard for information security requirements.
- 6.2.8. For the **CAMMS Hosting**: CAMMS will only outsource the hosting of the CAMMS Software and Customer Data to globally recognised tier-one hosting providers, who agree to implement and maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and personal data and to protect against unauthorised or unlawful disclosure or corruption of or access to personal data. Upon Customer's request, CAMMS will give the Customer details of its then-current hosting provider and links to their security procedures. CAMMS will

not be liable to the Customer for a breach of security by the outsourced hosting provider (unless another breach of this Agreement by CAMMS has caused the security breach).

### 6.3. Data Breaches.

6.3.1. CAMMS will maintain a response and crisis communication program that is reasonably designed to detect, contain, respond and recover from a Data Breach.

6.3.2. If CAMMS becomes aware of a Data Breach, CAMMS will: (a) take steps to minimize the Data Breach; (b) take appropriate measures to secure the Personal Information and prevent a recurrence of the Data Breach; (c) provide reasonable information to the Customer about its remediation efforts and make any applicable notifications to a regulator; (d) to the extent available to CAMMS, provide Customer with reasonable details of the Data Breach, including, description of the Personal Information subject to the Data Breach and date and time of the Data Breach; and (e) take appropriate steps to remediate the root cause(s) of a Data Breach and give Customer a summary of the results of the investigation and any remediation efforts taken by CAMMS.

6.4. **Use of Aggregate Data.** Customer agrees that CAMMS may collect, use, and disclose quantitative data derived from the use of the CAMMS Services for its business purposes, including industry analysis, benchmarking, analytics, and marketing. All data collected, used, and disclosed will be in aggregate and deidentified form only and must not identify Customer, its Authorised Users, Customer Data, or any third parties utilising the CAMMS Services.

6.5. **At Termination.** If the Customer makes a request within two weeks of the termination date, CAMMS will deliver to the Customer an electronic copy of the then most recent back-up of the Customer Data contained within the CAMMS Software hosted by CAMMS, within two weeks' of Customer's request. There is no charge for data export format/s then commonly used by CAMMS; if Customer requests different formats, CAMMS may charge a fee. CAMMS will delete the Customer Data in its possession, within six months of the termination date.

## 7. Fees & Payment

7.1. **Fees.** Except as expressly set out in the applicable Order Form, Customer will pay all Fees as follows:

7.1.1. Licence and subscription Fees for CAMMS Software, CAMMS Support and CAMMS Hosting, are payable annually in advance, from the Order Start Date;

7.1.2. Fees for CAMMS Professional Services are payable at the milestones or other intervals as set out in the CAMMS Professional Services Schedule; and

7.1.3. Payment is due within 30 days from the date of the invoice.

7.2. **Commitment for Term.** Each Order Form for CAMMS Software, CAMMS Support and CAMMS Hosting is for the full Agreement Term and is non-cancellable and non-refundable except as provided in these terms or an Order Form.

7.3. **Professional Service Expenses.** Unless specified otherwise in an Order Form, Customer will reimburse CAMMS for all third party expenses incurred by CAMMS in providing CAMMS Professional Services, including travel and accommodation expenses. CAMMS will seek

Customer's consent before incurring any expense over £1000 and will provide reasonable supporting details of all such expenses on its invoices.

- 7.4. **Disputed invoices.** Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (a) notifies CAMMS of the dispute within 14 days of the invoice date, specifying: the amount in dispute and the reason for the dispute; (b) pays all undisputed Fees and amounts by the due date; and (c) works diligently with CAMMS to resolve the dispute promptly.
- 7.5. **Overdue.** If a payment is overdue (other than amounts disputed in accordance with clause 7.4) then CAMMS may, after giving Customer at least two weeks' notice, charge interest at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%, calculated daily from the due date. In addition, if a payment is overdue by more than 90 days, then CAMMS may, after giving Customer at least two weeks' notice, suspend the Customer's Account until payment is made.

## 8. Taxes

### 8.1. Tax Responsibility.

- 8.1.1. All payments required by this Agreement are stated exclusive of all Taxes.
- 8.1.2. Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the CAMMS Services. Taxes shall not be deducted from the payments to CAMMS, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, CAMMS receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.
- 8.1.3. If Customer claims tax exempt status for amounts due under this Agreement, it shall provide CAMMS with a valid tax exemption certificate (authorised by the applicable governmental authority) to avoid application of Taxes to Customer's invoice.
- 8.1.4. Customer confirms that CAMMS can rely on the ship-to name and address set out in the Order Form as being the place of supply for Tax purposes.
- 8.1.5. Each Party is responsible for and shall bear Taxes imposed on its net income.

- 8.2. **Invoicing Taxes.** If CAMMS is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the CAMMS Services, CAMMS will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. If applicable, Customer shall provide to CAMMS its tax identification number on the Order Form. Customer shall use the ordered CAMMS Services for Customer's business use in the foregoing location(s) in accordance with the provided tax identification number.

## 9. Warranties

- 9.1. **CAMMS Services.** CAMMS warrants that:

- 9.1.1. For so long as Customer pays the Fees to receive CAMMS Support, then the CAMMS Software, when used as authorised under this Agreement, will perform substantially in conformance with its Documentation.
- 9.1.2. The CAMMS Professional Services will be provided: (a) promptly, carefully, exercising reasonable care, skill and judgement, in an efficient and professional manner and in accordance with generally accepted professional and business practices; and (b) using appropriately trained and skilled personnel.
- 9.2. **Defects.** If the CAMMS Software or CAMMS Professional Services fail to comply with these warranties, Customer shall promptly notify CAMMS in writing including reasonable details of any alleged defects. Upon such notice, CAMMS shall, as Customer's sole and exclusive remedy, within a reasonable period (depending on the severity of the defect) correct the defect or re-perform the CAMMS Professional Services; or, at CAMMS' election, refund the pro-rata Fees paid for the defective CAMMS Software or CAMMS Professional Services.
- 9.3. **Disclaimer.** Except for the warranties in clause 9.1, or in a Schedule or Order Form, CAMMS: (a) makes no additional representation or warranty of any kind, whether express, implied in fact or by operation of law; (b) disclaims all implied warranties, including fitness for a particular purpose, to the fullest extent allowed by law; and (c) does not warrant that the CAMMS Services are or will be error-free or meet Customer's requirements. The Customer assumes sole responsibility for results obtained from its use of the CAMMS Services.

## 10. Indemnities for Third Party Claims

- 10.1. **By CAMMS.** CAMMS will indemnify Customer, its Affiliates and their Authorised Users, employees, directors, agents, and representatives (**Customer Indemnified Parties**) from, and defend them against, any Infringement Claim, except that CAMMS will not be responsible for alleged infringement that is due to the combination of CAMMS Services with goods or services provided by third parties, or use of the CAMMS Services contrary to the terms of this Agreement, or any Open Source or other third-party materials.
- 10.2. **Infringement Remedy.** If Customer is prohibited from using any of the CAMMS Services because of an Infringement Claim covered by CAMMS's indemnification obligations under clause 10.1, then CAMMS will, at its sole expense and option, either: (a) obtain for Customer the right to use the allegedly infringing portions of the CAMMS Services; (b) modify the allegedly infringing portions of the CAMMS Services so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the CAMMS Services with non-infringing items of substantially similar functionality. If CAMMS determines that none of these remedies is commercially reasonable, then either Party may terminate this Agreement, and in such case, CAMMS will provide a prorated refund to Customer for any prepaid fees received by CAMMS under this Agreement that correspond to the unused portion of the Agreement Term. Without limiting CAMMS's obligation to indemnify Customer as set out in clause 10.1, the remedy set out in this clause 10.2 is Customer's sole and exclusive remedy for any actual or alleged infringement by the CAMMS Services of any third-party Intellectual Property Rights.
- 10.3. **By Customer.** Customer will indemnify CAMMS, its Affiliates and their employees, directors, agents, and representatives (**CAMMS Indemnified Parties**) from, and defend them against, any claim by a third party (not being an Affiliate of CAMMS) to the extent arising from or related to: (a) use of the CAMMS Services by Customer or its Authorised Users in violation of this Agreement, the Documentation, or applicable law; or (b) the nature or content of

Customer Data, or the use by a CAMMS Indemnified Person of Customer Data as authorised by the Customer under this Agreement.

- 10.4. **Procedures.** The Parties' respective indemnification obligations above are conditioned on: (a) the indemnified party giving the indemnifying party prompt written notice of the claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the indemnifying party is prejudiced by the delay or failure; (b) the indemnifying party being given full and complete control over the defence and settlement of the claim (as long as the settlement does not include any payment of any amounts by or any admissions of liability, whether civil or criminal, on the part of any of the indemnified parties); (c) the relevant indemnified parties providing assistance in connection with the defence and settlement of the claim, as the indemnifying party may reasonably request; and (d) the indemnified parties' compliance with any settlement or court order made in connection with the claim.
- 10.5. **Damages and Costs.** The indemnifying party will indemnify the indemnified parties against: (a) all damages, costs, and legal fees finally awarded against any of them with respect to any claim; (b) all out-of-pocket costs (including reasonable legal fees) reasonably incurred by any of them in connection with the defence of the claim (other than legal fees and costs incurred without the indemnifying party's consent after it has accepted defence of such claim); and (c) all amounts that the indemnifying party agreed to pay to any third party in settlement of any claims arising under this clause 10 and settled by the indemnifying party or with its approval.

## 11. Limitations of Liability

- 11.1. **Indirect Losses.** To the fullest extent allowed by law (and subject to clause 11.4), each party excludes all liability for any loss of product, loss of data, loss of revenue, loss of profit, loss of or damage to reputation, loss of anticipated savings or benefits, or any indirect, special or punitive loss, damage, cost or expense or other claims for consequential compensation, incurred by or awarded against the other party arising directly or indirectly under or in connection with this Agreement or the performance or non-performance of this Agreement and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity.
- 11.2. **Limit.** Customer agrees that except for claims under clause 10.1 (and subject to clause 11.4), CAMMS's aggregate liability for any and all claims, losses or damages arising out of or in connection with the performance or non-performance of each Agreement, whether based on contract, warranty, tort (including negligence), statute or otherwise, is capped at the amounts paid by Customer to CAMMS under the Agreement during the Agreement Year (being the anniversary from the Order Start Date) in which the events giving rise to the claim occurred. This cap applies in the aggregate to all claims made in the same Agreement Year. Customer may only make claims relating to the same event in one Agreement Year.
- 11.3. **Contribution.** Each party's liability shall be reduced proportionately to the extent that the other party's acts or omissions causes or contributes to, directly or indirectly, the loss or damage for which the first party is liable.
- 11.4. **Exceptions.** Nothing in this Agreement shall limit or exclude either party's liability for: (a) death or personal injury caused by a party's negligence; (b) losses caused by fraud or

fraudulent misrepresentation or (c) any other liability that cannot be limited or excluded by operation of law.

- 11.5. **Force Majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement (except an obligation to pay money), or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of CAMMS or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, pandemic or public health crisis, fire, flood, storm, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, accident, or breakdown of plant or machinery. In such circumstances the affected party is entitled to a reasonable extension of time for performing its obligations, provided that if the delay or non-performance continues for three months, the party not affected may terminate this Agreement by giving one month's notice to the other party. If the Customer terminates under this clause it will receive a pro-rata refund of pre-paid Fees.

## 12. Confidentiality

- 12.1. **Obligations.** Where one party (**Recipient**) has access to Confidential Information of the other party (**Discloser**), Recipient must (during and after the Term):
- 12.1.1. hold the Discloser's Confidential Information in strict confidence, and apply at least the standard of care used by the Recipient in protecting its own Confidential Information, but not less than a reasonable standard of care;
  - 12.1.2. not disclose such Confidential Information to any third party, except as permitted under this Agreement;
  - 12.1.3. not use any Confidential Information of the Discloser except as reasonably required to exercise its rights or perform its obligations under this Agreement;
  - 12.1.4. immediately notify Discloser of any potential, suspected or actual unauthorised use, copying or disclosure of its Confidential Information; and
  - 12.1.5. cause its employees, subcontractors, agents and Affiliates to abide by these obligations.
- 12.2. **Permitted use.** Notwithstanding clause 12.1, Recipient may use or disclose the Confidential Information to the extent necessary to comply with any law or the requirements of a regulatory body (including a stock exchange), or to obtain professional legal or accounting advice, or for use in legal proceedings regarding this Agreement.
- 12.3. **Exceptions.** Clause 12.1 does not apply to Confidential Information which Recipient can prove by written evidence: (a) is in or becomes part of the public domain other than through breach of an obligation of confidence; (b) was known to Recipient at the time of disclosure, unless such knowledge arose through breach of an obligation of confidence; (c) was independently developed by Recipient; or (d) is acquired from a third party who was entitled to disclose it.
- 12.4. **Publicity.** Neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the CAMMS Services unless the prior written consent of the other Party has been obtained, provided, however, that

CAMMS may use Customer's name and logo for the limited purpose of identifying Customer as a customer of the CAMMS Services.

### 13. Term and Termination

- 13.1. **Agreement Term.** The term of each Agreement begins on the Order Start Date and, unless terminated sooner as provided in these terms, continues until the Order End Date, both dates as specified on the Order Form (the **Agreement Term**).
- 13.2. **Renewal Term.** The Agreement Term will automatically renew for successive one year terms, where specified in a Schedule or the Order Form. Termination or expiration of an Agreement relating to one Order Form shall leave Agreements relating to other Order Forms unaffected.
- 13.3. **CAMMS Professional Services.** Before the Order Start Date, CAMMS may, upon mutual agreement, start providing CAMMS Professional Services and/or provide Customer access to the CAMMS Software, which will be governed by these terms. In the case of an Order Form for CAMMS Professional Services, if no end date is specified in the Order Form, then the Agreement Term shall expire upon completion of the CAMMS Professional Services or early termination as permitted by these terms.
- 13.4. **Breach or Insolvency.** Either party may terminate an Agreement if the other party: (a) commits a material breach of the Agreement and does not remedy the breach within one month of written notice; (b) breaches any term of the Agreement which cannot be remedied (including a material breach of confidentiality or Intellectual Property Rights); (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership); (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party; (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 13.4(c) to Clause 13.4(i) (inclusive); (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or (m) the other party's financial position

deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

- 13.5. **Post-Termination Obligations.** If the Agreement expires or is terminated for any reason: (a) Customer will pay to CAMMS any amounts in that Order Form that have accrued before, and remain unpaid as of, the termination date; (b) any liabilities of either Party that have accrued before the termination date will survive; (c) Customer's right to use the CAMMS Services in that Order Form terminates; (d) CAMMS's obligation to provide any further services to Customer in that Order Form will terminate, except any services that are expressly agreed to be provided following termination; and (e) the Parties' rights and obligations under clauses 3.6, 6.5, 7.5, 8.1, 11, 12, 13 and 15 will survive.

## 14. Export Laws

- 14.1. **Export Laws.** Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations including United States export laws and regulations and UK or other relevant Government sanctions (**Export Control Laws**), to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 14.2. **Implementation.** Each party undertakes: (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out in clause 14.1; and (b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

## 15. General

- 15.1. **Independent Contractors.** The parties are independent contractors, not employees, agents, partners or representatives of each other. Each party may not create or assume any obligation or liability on behalf of the other party. Each party assumes full responsibility for the actions of its personnel while performing any services and such party shall be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation.
- 15.2. **Assignment.** Each Party may only assign its rights or obligations under this Agreement with the other Party's prior written consent.
- 15.3. **Entire Agreement.** This Agreement (comprising these Master Terms, the Schedule/s and Order Form) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation or warranty that is not set out in this Agreement. **This Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering**

documents, which will have no force and effect, even if CAMMS accepts or does not otherwise reject the document.

- 15.4. **Construction.** In interpreting this Agreement, no presumption shall be made against the Party that drafted the term. The singular includes the plural and vice versa. Words like *including, for example, such as* or similar expressions are to be interpreted as meaning including, without limitation. Headings are for convenience only and do not affect the interpretation of this contract.
- 15.5. **Severability.** If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.
- 15.6. **Variation & Waiver.** No variation of this document will be of any force or effect unless it is in writing and signed by the parties to this document. The fact that a party fails to do, or delays in doing, something the party is entitled to do under this document, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing.
- 15.7. **Governing law.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims); provided that each Party shall have the right to enforce a judgment of those courts in a jurisdiction in which the other Party is incorporated or in which any assets of the other Party may be situated.
- 15.8. **Notices.** Any notice, request, consent, claim, demand, waiver, or other communication under this Agreement shall have legal effect only if in writing and addressed to a Party as specified in the Order Form (or to such other address or such other person that such addressee Party may designate from time to time in accordance with this clause). Notices sent in accordance with this clause will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next Business Day, if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

## SCHEDULE 1 – DATA PROTECTION

1. To the extent that CAMMS Process Personal Data on Customer behalf, CAMMS shall:
  - 1.1. Process that Personal Data only on Customer written instructions unless CAMMS are required by the laws of any member of the European Union or by the laws of the European Union applicable to CAMMS to Process Personal Data (**Data Protection Applicable Laws**). Where CAMMS rely on laws of a member of the European Union or European Union law as the basis for Processing Personal Data, CAMMS shall promptly notify Customer of this before the Processing of the Personal Data required by the Data Protection Applicable Laws unless CAMMS are prohibited from doing so by the Data Protection Applicable Laws;
  - 1.2. ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;
  - 1.3. ensure that CAMMS have in place Appropriate Technical and Organisational Measures, reviewed and approved by Customer, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by CAMMS); and
  - 1.4. not transfer any Personal Data outside of the European Economic Area unless CAMMS have obtained Customer prior written consent and the following conditions are fulfilled:
    - 1.4.1. the parties have provided appropriate safeguards in relation to the transfer;
    - 1.4.2. the Data Subject has enforceable rights and effective legal remedies;
    - 1.4.3. CAMMS comply with Customer obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
    - 1.4.4. CAMMS comply with reasonable instructions notified to CAMMS in advance by Customer with respect to the Processing of the Personal Data;
  - 1.5. assist Customer (at Customer cost) in responding to any request from a Data Subject and in ensuring compliance with Customer obligations under the Data Protection Legislation with

respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- 1.6. notify Customer without undue delay on becoming aware of any Personal Data Breach;
  - 1.7. maintain complete and accurate records and information to demonstrate CAMMS compliance with this Schedule 1 and allow for audits by Customer or Customer’s designated auditor; and
  - 1.8. either securely delete or return all Personal Data to Customer (and provide Customer with written confirmation of this) immediately on the termination or expiry of this Agreement, or sooner on Customer written request.
2. Customer consent to CAMMS appointing any third party processors of Personal Data under this Agreement, subject to the following:
- 2.1.1. CAMMS provide Customer with reasonable prior written notice of CAMMS intention to appoint any such third party processor;
  - 2.1.2. Customer has the right to object to the appointment of any such third party processor (save for if Customer has not provided a response within 7 working days of any notice being provided under paragraph 2.1.1, Customer consent will be assumed);
  - 2.1.3. notwithstanding paragraphs 2.1.1 and 2.1.2, Customer consent to the appointment of the third party processors of Personal Data listed under paragraph 4 (where relevant);
  - 2.1.4. CAMMS have (in the case of paragraph 2.1.3) or CAMMS will (in the case of paragraph 2.1.1 and 2.1.2) enter into a written agreement with any third party processor which contains equivalent terms as contained in this Schedule 1 and reflect the requirements of the Data Protection Legislation; and
  - 2.1.5. where CAMMS appoint any third party processors, CAMMS shall remain fully liable for all acts or omissions of any third party processor appointed by CAMMS.
3. CAMMS may, at any time on not less than 30 days’ notice, revise this Schedule 1 by replacing it with any applicable Data Controller to Data Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).
4. The details of the extent of Processing under this Agreement are set out below.

<p><b>Scope of the processing of the personal data</b></p>	<p>We acknowledge that generally under this Agreement (and for the purposes of the Data Protection Legislation) CAMMS will be a Data Controller of Personal Data. However where CAMMS obtains Personal Data from Customer and Processes it on behalf of the Customer (for example in relation to Email and Name, CAMMS solutions seek to minimise the collection of personal data for the purpose of identifying/authenticating users using our solutions and in administering new users in our products Customer) the Customer will be a Data Controller and CAMMS will be a Data Processor of that Personal Data.</p> <p>Where CAMMS Processes Personal Data under this Agreement (and on Customer behalf) CAMMS will do so in order to fulfil CAMMS obligations under this Agreement</p>
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	and to facilitate the provision of the Services (including enforcement).
<b>Nature and purpose(s) of the processing</b>	<p>In order to fulfil CAMMS obligations under this Agreement and to provide or facilitate the provision of the Services, CAMMS may process Personal Data in the following ways: The personal data within the solution will be provided and input by the Data Controller. Camms stores this information within the clients logically separated databases within the Data Center’s physical location managed by the hosting provider. If the client chooses to opt for self hosting, the data will be stored within the client’s environment where Camms would not have access to the personal data and Camms would not be the Data Processor this instance. Camms does not use the personal information within solution for any other purpose than stated above. The Data Controller has access to delete the personal data of a user based on the data subject request. The data within backups will be help for the agreed backup retention period.</p> <p>Where CAMMS processes Personal Data under this Agreement, CAMMS may do so for one or more of the following purposes:</p> <ul style="list-style-type: none"> <li>• to fulfil CAMMS obligations under this Agreement, including to provide services to Customer;</li> <li>• personal data is used to identify and authenticate users using our solutions and administrating the new users</li> <li>• to respond to user support request tickets.</li> </ul>
<b>Duration of the processing of the personal data</b>	CAMMS will (where relevant) process the Personal Data under this Agreement for the duration of this Agreement
<b>Types of personal data</b>	The personal data essential for the operational use of the solution is Email and Name of the user/staff. Any other information collected is at the discretion of the data controller.
<b>Categories of data subject</b>	Employee details
<b>Approved third party processors</b>	Cloud hosting provider for the IT infrastructure