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.

This Schedule is for **CAMMS SaaS** services – where the CAMMS Software is hosted in the cloud and made available for the Customer's end users.

Version: 1.1 (USA)
Date: 6 November 2020

Agreement

1. Agreement Structure

1.1. This Schedule is issued by CAMMS Group Inc., a New York Corporation ("**CAMMS**").

1.2. 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.

1.3. Capitalised terms used but not defined herein have the same meaning given to them in the Master Terms.

2. CAMMS Software-as-a-Service

2.1. CAMMS will give the Customer access to the modules of the CAMMS Software as described in the Order Form. The CAMMS Software will be hosted by a cloud services provider retained by CAMMS.

2.2. The Customer must comply with the minimum system requirements set out below (current as at the date of this Schedule), and any specific requirements in the Documentation. CAMMS may update these requirements periodically, at CAMMS' discretion, by giving the Customer reasonable notice:

- Latest version of Microsoft Edge (preferred) or Google Chrome
- Latest version of Adobe PDF Reader
- Minimum broadband connectivity of dedicated 12Mbps Business ADSL connection to access the product suite. Customer should also ensure that each individual user has a minimum internet speed of 256kpbs.
- The cloud access URLs and IP address must be excluded from antivirus program and internet/proxy filters.

3. CAMMS Support

CAMMS Support comprises:

3.1. Software Maintenance

3.1.1. Maintenance includes all regularly scheduled error corrections, software updates and any upgrades which CAMMS develops and releases generally to users of the CAMMS Software. Support for additional features developed by CAMMS, as requested by the Customer, may be purchased separately as a CAMMS Professional Service.

3.1.2. CAMMS shall maintain and update the CAMMS Software pursuant to the Master Terms. Should the Customer determine that the CAMMS Software includes a defect, the Customer may at any time file error reports. During maintenance periods, CAMMS may, at its discretion, upgrade versions, install error corrections and apply patches to the hosted systems. CAMMS shall use all reasonable endeavours to avoid unscheduled downtime for software maintenance.

3.2. Customer Support Services

3.2.1. CAMMS will provide technical support for the Customer to log queries, issues or errors with the CAMMS Software. All support requests must be lodged by Customer's Authorized Users.

3.2.2. Support requests may be lodged online (email or support portal) 24 hours a day, seven days a week, using CAMMS' then-current support processes.

3.2.3. CAMMS technical support call centre provides English language telephone support from 9am to 5pm on business days (Eastern Standard Time) (**Standard Business Hours**).

3.2.4. CAMMS will use all commercially reasonable endeavours to process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to the Customer within the time periods specified below, according to priority:

Priority Level	Description	Target Response Time	Target Resolution Time
1 - Complete Loss of Service	This indicates that work cannot be continued on your live/production site. The operation is possibly mission critical to the business creating an emergency. Probable scenarios include barred entry to the site, data corruption, unavailability of a critical function, production of an incorrect result, cause of unacceptable or indefinite delays by the system for either resources or response, as well as system crashes including ones which occur repeatedly after attempts to restart.	4 working hours	1 Day
2 - Severe Loss of Service	This situation leads to a sever loss of service, with no acceptable work -around being available. However, operations can be continued in restricted fashion. While it is possible to use software, certain areas will not function; e.g. - reports not running.	6 working hours	2 Days
3 - Minor Loss of Service	A situation where the impact is an inconvenience, which requires a work-around to restore functionality, with the possible request for urgent advice.	8 working hours	5 Days

4 - No Loss of service	Loss of service will not materially impede the operational aspects of the system, with requests being considered a minor error, incorrect behaviour, change or error in documentation, or requests for advice and guidance; e.g. - issue with label replacements, formatting of reports/ screens.	16 working hours	Future release
5 - No SLA	Any other issue, e.g. Custom Modifications, Future Enhancements.	24 working hours	Future release

3.2.5. CAMMS may update its support processes from time to time by giving Customer thirty (30) days notice, but only where CAMMS makes this change for its customers generally (for example, details of how to log a support request) and the changes do not materially reduce the scope or level of support.

3.2.6. In order for CAMMS to provide these support services, the Customer is responsible for:

(a) ensuring its Authorized Users have requisite knowledge and experience of software products for proper interaction with CAMMS technical staff regarding support services, including authority to implement remedial actions as instructed by CAMMS;

(b) giving CAMMS documentation, details and assistance with respect to any reported errors to enable CAMMS to reproduce and verify the same as an error; and

(c) providing support for data integration tools and processes developed or maintained by the Customer or third parties in order to connect the CAMMS Software to the Customer's other software and databases.

3.2.7. Before CAMMS or the Customer makes changes to integration interfaces between the CAMMS Software and the Customer's internal data stores or systems, CAMMS or the Customer shall provide notice to the other pursuant to the Master Terms in order to ensure the continued operation of any integration interfaces affected by such changes. The party proposing the change will give the other party no less than sixty (60) days advance notice of such changes, including the new interface specifications and a technical contact to answer questions on these changes. The proposing party shall provide up to fifteen (15) days of integration testing availability to ensure smooth transition from the previous interfaces to the new interfaces and the Customer shall pay for all such services relating to integration testing carried out by CAMMS at CAMMS's then current daily rates.

4. CAMMS Hosting

4.1. Hosting Services

4.1.1. The CAMMS Software will be installed and hosted on computing equipment of a cloud computing service provider retained by CAMMS.

4.1.2. CAMMS will ensure the hosting service provider:

(a) is a globally recognised firm;

(b) maintains a professional hosting facility designed for such use, equipped with industry-standard physical access security, climate control, fire suppression, and managed power supply with UPS and generator back-up;

(c) offers industry-standard data access security arrangements. At the Customer's request, CAMMS will give the Customer details of its then-current hosting provider and links to their security procedures.

4.1.3. CAMMS will install all system, database and CAMMS Software on the hosted environment. The loading of initial Customer data will be performed as part of the implementation, as a CAMMS Professional Service.

4.1.4. CAMMS will provide internet connectivity through an internet service provider at the hosting facility. The connectivity shall include multiple, diversely routed high-speed connections, a firewall for security and a load balancer for traffic management and speed optimisation. The Customer shall be responsible for, and shall ensure that its Authorised Users shall, making their own arrangements for internet access in order to access the CAMMS Software.

4.1.5. CAMMS will provide, 24 hours a day and seven days a week, monitoring of the computing, operating and networking infrastructure to detect and correct abnormalities. This includes environmental monitoring, network monitoring, load-balancing monitoring, web server and database monitoring, firewall monitoring, and intrusion detection.

4.1.6. CAMMS will develop the back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process. The back-up schedule shall include at least weekly full back-ups and daily incremental back-ups. In the event of data loss, CAMMS shall provide recovery services to try to restore the most recent back-up.

4.1.7. CAMMS will provide release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by CAMMS to maintain the CAMMS Hosting services.

4.2. Maintenance

4.2.1. CAMMS will conduct routine, planned maintenance of the hosting equipment, facility, CAMMS Software or other aspects of the Hosting services (**Maintenance**).

4.2.2. Except for any emergency events, Maintenance will be performed outside Standard Business Hours.

4.2.3. Any Maintenance which occurs during Standard Business Hours, and which was not requested or caused by the Customer, shall be considered downtime for the purpose

of service availability measurement. CAMMS shall at all times endeavour to keep any service interruptions to a minimum.

5. CAMMS Customer Care

CAMMS Customer Care, powered by Camms.College, is an all-in-one platform for live and on-demand training, virtual reporting assistance, expert advice, online customer care and delivery.

The CAMMS Customer Care service comprises:

- Access to CAMMS reporting library for selection of available reports. These reports can be activated on the Customer instance of the CAMMS Software using an allocation of relevant Virtual Reporting Assistance hours
- Access to CAMMS global events calendar including subject matter webinars/training for all Authorised Users of CAMMS Software
- On demand access to Camms.College training videos for self-guided training for all Authorised Users of CAMMS Software
- Virtual reporting assistance based on an allocation of hours. This may be used to create new reports or alter existing reports to meet custom requirements
- Virtual consulting assistance based on an allocation of hours. This constitutes access to a CAMMS resource(s) for a set period for the purposes of training, consulting advice or general system guidance

Details of the allocation of hours for virtual reporting and consulting will be outlined on the Order Form.

Virtual assistance is booked via the Camms College portal in thirty (30) minute increments. Should a Customer exhaust the annual allocation of hours, an additional block of hours may be purchased at an additional fee as set forth in the Order Form and Master Terms.

6. Fees

The Fees for the Services described in this Schedule are based on the pricing models and terms below.
The variables, and amounts of the Fees, will be set out in each Order Form.

For this CAMMS Service...	The Fee is based on...	And is payable:
CAMMS Software CAMMS Support CAMMS Hosting	Single subscription fee, based on number of Authorised Users	Annually in advance, from the Order Start Date
CAMMS Customer Care	Number of hours pre-booked per year and the number of users.	

The Customer may request additional Authorised Users (or other changes to the scope) under the change request process in the Master Terms, and by paying CAMMS' then-current fees for additional Users.

7. Term

CAMMS will provide these Services for the Agreement Term (i.e. from the Order Start Date until the Order End Date, both dates as specified on the Order Form).

Unless the Order Form provides otherwise, at the Order End Date, the Agreement Term will **automatically renew for successive one year terms**, following this process:

- At least sixty (60) days before the Order End Date, CAMMS will notify the Customer (via email or the Customer's account settings within the CAMMS Software) of the Order End Date, and any change in the Fees for the next year
- The Customer may choose not to renew by notifying CAMMS in writing at least 30 days before the Order End Date
- If the Customer does not give notice within the time specified in this Section 7, the term renews for another year at the Fees notified by CAMMS