

Schedule 2.1 – Software License Agreement

This Software License Agreement ("License Agreement") is a schedule to and is governed by the Master Agreement between CUSTOMER ("Customer") and iRely LLC ("Provider") ("Master Agreement"), and is effective on the Effective Date of the Master Agreement. Customer and Provider are hereafter referred to collectively as the "Parties" and sometimes individually as a "Party".

BACKGROUND

Provider is in the business of providing licensed access to its software applications for managing extended enterprise data. Customer wishes to obtain access to such applications and services on a licensed basis, on the terms and conditions of this License Agreement and the Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency thereof the Parties hereby acknowledge, the Parties hereby agree as follows, such agreement evidenced by the Parties' execution of the initial Ordering Document between the Parties and/or electronic assent provided in connection with such Ordering Document (or, as applicable, by means of any other commercially reasonable method of indicating the Parties' assent):

1) CERTAIN DEFINITIONS

Capitalized terms not defined in this License Agreement will have the meanings ascribed in the Master Agreement and applicable Schedules. For the purposes of this License Agreement, the following terms have the following applicable meanings:

- "Affiliate" means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this License Agreement, for as long as such relationship remains in effect; "control" and cognates thereof means the direct or indirect beneficial ownership of a majority interest in the voting stock, or other ownership interests, of such Person, or the power to elect at least a majority of the directors or trustees of such Person, or majority control of such Person, or such other relationship which in fact constitutes actual control.
- "Application" means, collectively, the Software and Documentation.
- "Documentation" means the materials created by or on behalf of Provider that describe or relate to the functional, operational, or performance capabilities of the Software, regardless of whether such materials are printed or electronic, including but not limited to: all operator's and user manuals, training materials, guides, commentary, technical, design or functional specifications, requirements documents, product descriptions, proposals, schedules, listings and other materials related to the Application.
- "Ordering Documents" means, collectively, **Schedule 1 - Proposal** to the Master Agreement and all subsequent proposal(s) and SOWs executed in writing by the Parties or

submitted electronically through Provider's online ordering system and otherwise as provided by the Master Agreement.

- "Permitted Users" means Customer's account administrator or employees, representatives, consultants, contractors, agents and any third party to whom the Customer gives permission, in accordance with the Master Agreement, to access the Application via user identification and password combination or any method requiring authentication of an individual's identity.
- "Person" means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.
- "Software" means, collectively, the Provider software expressly set forth in the Ordering Documents, any software or other items developed pursuant to a Professional Services Agreement, and all Updates thereto.
- "Update" means any patch, bug fix, correction, update, upgrade, enhancement, minor release, or other modification by Provider to the Application.

2) **LIMITED SOFTWARE LICENSE**

- Limited Software License. In consideration of Customer's payment of the license fees and other fees set forth in applicable Ordering Documents, Provider hereby grants to Customer a nonexclusive, non-transferrable, worldwide, limited, personal right, for the use and benefit only of Permitted Users, to access and use the Application only in the ordinary course of Customer's internal business operations and only for Customer's normal business purposes, in accordance with the terms and conditions of this License Agreement. The Application will be used only at the specific Customer location(s) and only by the specific number of Permitted Users specified in the applicable Ordering Documents. All rights not expressly granted to Customer herein are reserved to Provider and its licensors.
- Other Restrictions. Provider will provide permanent passwords or license keys for all portions of the licensed Application that requires passwords or license keys for proper and complete operation thereof. Customer is responsible for the compliance by all Permitted Users with this License Agreement and for all use of Permitted User accounts and confidentiality of passwords. Customer will promptly notify Provider in the event that an Permitted User's password has been lost, stolen or otherwise compromised. The numbers and location of Permitted Users is limited to those numbers and locations specified in applicable Ordering Documents.

3) **INSTALLATION OF SOFTWARE**

- Upon execution of the Master Agreement and this License Agreement and payment of all applicable Provider fees, Provider will install the Application within a commercially reasonable period at Customer's location(s) authorized by the applicable Ordering Documents and provide a link to the online help desk. If there is delay in execution of the Master Agreement and this License Agreement or in receiving Customer's payment of

applicable Fees, Provider may adjust the project plan and anticipated go live date to accommodate such delay.

- Customer will designate a primary contact to assist with installation of the Application and ensure all technical requirements are met.
- Customer will cooperate with Provider as reasonably necessary for Provider to perform its obligations under this License Agreement. Customer will devote all equipment, facilities, personnel and other resources identified in the applicable Ordering Documents or otherwise reasonably required to install, implement and use the Application and Services. Provider will not be responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 3.

4) OTHER TERMS RELATING TO USE OF THE SOFTWARE

- License Copies. Customer and Permitted Users will have the right to make only one (1) operational copy of the Software and only one (1) backup copy of the Software for archival purposes.
- Documentation Copies. Customer may reproduce the Documentation as reasonably necessary to support internal use of the Application.
- Emergency Use of Application on Other Computer(s). Customer will have the right to temporarily use the Application on back-up computers at any location for disaster recovery and emergency purposes. As soon as practical after cessation of the disaster or emergency, Customer and its Affiliates will remove the Application from the back-up computers. Customer and its Affiliates will also have the right to periodically activate and test the Application on such back-up computers for evaluating and verifying emergency and disaster recovery techniques and procedures. If license keys, passwords or other information from Provider are required to use the Application on such other computers, Provider will provide such to Customer upon Customer's reasonable request.
- Acceptance. Except as specifically and expressly agreed by the Parties in writing, the Application and all Application Deliverables under applicable Ordering Documents will be deemed accepted upon delivery to Customer (e.g., when Provider first provides Customer with access to the Application and such Deliverables).
- Excess Use by Customer. Customer's Application license is limited to the specific number of Permitted Users stated in the applicable Ordering Documents. Customer may purchase additional user Licenses, at Provider's then current rates and on other Provider terms and conditions then applicable to additional Licenses. Provider's remedy for unintentional non-compliance by Customer includes, but is not limited to, collecting additional fees from Customer for such additional use. Such additional fees will be calculated on a pro-rata basis based upon the Provider's stated fees for the relevant portions of the Application. Should non-compliance be deemed to be an intentional act, Provider may consider action a material breach of the Master Agreement.
- Audit Rights. Provider may inspect and audit Customer's servers and facilities to determine Customer's compliance with this License Agreement, including number of permitted

locations and number of users of the Application. If Provider determines that a noncompliance has occurred, in addition to Provider's other remedies, Customer will promptly pay Provider all additional software license and service fees due Provider, together with all reasonable out-of-pocket costs and expenses of such audit.

5) FEES AND PAYMENT

- License Fees and Payment. Customer will pay the License Fees specified in applicable Ordering Documents in full upon receipt of Provider's invoice. Additional fees will be as specified in applicable Ordering Documents. All License Fees are non-cancelable and all amounts paid are nonrefundable.
- Other Payment Terms. Invoices and payments will be subject to **Schedule 5 – Invoicing and Payment** to the Master Agreement.

6) PROVIDER INTELLECTUAL PROPERTY INDEMNITY

Provider will defend and indemnify Customer against any third-party claim that the Application, as and when delivered to Customer by Provider and when properly used for the purpose and in the manner specifically described in the Documentation and as authorized by this License Agreement, does not infringe upon any United States patent issued as of the date of this License Agreement or copyright, trade secret or other proprietary right of any Person. Provider will have no obligation under this Section 6 unless Customer promptly gives written notice to Provider after any applicable infringement claim is initiated against Customer and allows Provider to have sole control of the defense or settlement of the claim. The remedies provided in this Section 6 are Customer's sole and exclusive remedies for any infringement claims and related issues. If any applicable infringement claim is initiated, or in Provider's sole opinion is likely to be initiated, then Provider will have the option, at its expense, to modify, remove or replace all or the infringing part of the Application or Documentation so that it is no longer infringing or procure for Customer the right to continue using the infringing part of the Application or Documentation.

By clicking the "I agree" box in connection with the initial Ordering Document between you and Provider or, as applicable, by means of another commercially reasonable method of indicating your assent, you acknowledge that you are entering into a legally binding agreement with Provider, and that you have read, understood, and agreed to the terms of the Master Agreement and the terms of this Schedule.