

Schedule 3 – Statement of Work

This Statement of Work (the “**SOW**”) is a schedule to and is governed by the Master Agreement (“Master Agreement”) between **CUSTOMER** (“Customer”) and **iRely LLC** (“Provider”), 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 software applications for managing extended enterprise data (“Application”) and development, implementation and other services for the Application. Customer wishes to obtain certain project management, development, implementation, consulting and other services (“Services”) from Provider, on the terms and conditions of this SOW 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) PRIMARY OBJECTIVE

Provider will use commercially reasonable efforts to provide the Services specified in this SOW.

Additional SOWs for development work or other services between Provider and Customer, for example, Development SOWs created as a result of the Change Procedure set forth in Schedule 6-Change Procedure to the Master Agreement, will be subject to the applicable terms and conditions of this SOW and the Master Agreement.

For the purposes this Section 1 and all other Sections of this SOW, capitalized terms not defined in this SOW will have the meanings ascribed in the Master Agreement and applicable Schedule thereto.

2) RESPONSIBILITY MATRIX

This Responsibility Matrix covers Realization, Final Preparation and Go-Live/Support phases of the project and the following key activities/deliverables apply. The following legend is applicable to the deliverable lists in this Section 2:

Responsible (R): Having an obligation to execute or provide deliverable as part of a job or role on project. Those who do the work to achieve the task.

- Consulted (C): Provides required Advice/Information to execute or provide deliverable. Those whose opinions are sought, typically subject matter experts; and with whom there is two-way communication.
- Informed (I): Being informed about the deliverable details and knowledgeable and aware about the deliverable in order to respond if required. Those who are kept up-to-date on progress, often only on completion of the task or deliverable; and with whom there is just one-way communication.
- Accountable (A): Role on project that should be able to explain or substantiate the logic or reason behind the deliverable. The one person to oversee the correct and thorough completion of the deliverable or task, and the one who delegates work to the Responsible party. An Accountable party must sign off (Approve) on the work that the Responsible party provides. There must be only one Accountable party specified for each task or deliverable.

Stage	Activity	Customer	Provider
Stage 1 Discovery - Solution Blueprint and Functional Design	Create and establish: Project team Steering committee Project charter Clear measurable goals and objectives	AR	R
	Project governance Roles and responsibilities Reporting requirements	AR	I
	Data conversion strategy Only open transactions (or full conversion) Cutover strategy Data will be provided in Provider formats for conversion	A	R
	Business/Functional aspects of the project. Areas of focus include: Software Orientation for Project Team System Review (on demo system) Base function and setup	A	R
	Conducting Business Analysis Sessions Review Customer's business flows Use Case Design - Using a series of Customer specific scenarios, the project team will demonstrate the system inputs, processes and	AR	R

Stage	Activity	Customer	Provider
	outputs to illustrate the manner in which the system will be utilized at go-live.		
	Identifying Transaction Data, Reference Data and Security Profiles that will be required at Go-live (commence the compilation of such data) Master Data Open transactions	AR	C
	Determining modifications to system, if any Determining the End User Training Strategy Determining the User Acceptance and Parallel Test Strategies (commence the compilation of the required scenarios and test cases) Preparing and Approving the Discovery Document	AR	R
	Determining the Deployment Strategy	AC	R
	Business process re-engineering, if any	AR	R
	Integration planning - Definition, design, specification of any intended integrations	AR	C
	Create Detailed project plan based upon results of discovery stage	AR	C (?)
Stage 2 Design, Configuration and Build	During this stage, our efforts are principally on two areas: Configure the standard solution and design/build new RICEFWs*. Specific steps are: a. Configuring set up data b. Loading and approving Reference Data & Security Profiles	A	R
	c. Configuring views to meet reporting requirements	A	R
	d. Detailed design, Coding, Review and Approval of Integrations between the Application and other systems	AR	C
	e. Loading and Configuring Integrations	AR	R
	f. Detailed Design, Coding, Review and Approval of Modifications	A	R (?)

Stage	Activity	Customer	Provider
	g. Installing & Configuring Test & Production environments *RICEFW - Reports, Interfaces, Conversions, Extensions, Forms and Workflow	A	R
Stage 3 Testing	During this stage, we will have a detailed execution of test plans. Provider will assist Customer by recording and sharing results that are required for Customer audit needs. Execute standard Unit and Functional test scripts	AR	R (?)
	Execute Client Functional Test Plan & Evaluate results	AR	R (?)
Stage 4 UAT – User Acceptance Testing	The UAT will provide validation to confirm and approve the production-ready environment: Execute Key User Training (“Train the Trainers”) Simulation of daily activities in the Application	A	R
	Execute Client User Acceptance Test Plan & evaluate results. There could be multiple rounds of UAT	AR	R
Stage 5 Go-live and Hypercare	Deployment activities include:	AR	R
	Execute Production Parallel Test Plan & Evaluate results		
	Go/No-Go Decision for Go-Live	AR	C
	Cutover from Legacy Systems to the Application in Production Environment	A	R
	Post Go-Live Support	AR	C
	Transition to Support	AR	C

3) CUSTOMER RESPONSIBILITIES

- Customer will dedicate appropriate personnel to the project as and when required by Provider.
- Customer will assign a qualified lead project manager that will serve as the primary point of contact for the project.
- Customer will have overall accountability for the project.

- Customer resources will have the overall responsibility for:
 - Customer resource coordination & deliverables;
 - Identifying and documenting business scenarios;
 - User Acceptance & Parallel Test Cases;
 - Compilation and Cleansing of Reference Data;
 - Determination of Security Profiles;
 - Executing User Acceptance Testing;
 - Provide the final requirements documentation for all interfaces and modifications;
 - Reviewing and approving any design documentation produced for interfaces and modifications;
 - Serve as primary point of contact for any needed third-party communications;
 - Providing the necessary physical and computer access required to Customer assets;
 - Customer will provide necessary project work environment conducive to the accomplishment of the project outlined in this SOW; and
 - Customer will provide additional services and resources reasonably requested by Provider to ensure successful implementation.

4) PROVIDER RESPONSIBILITIES

- Provider will provide a Project Manager. The Project Manager will facilitate the activities supported by this SOW. The Project Manager will work in conjunction with Customer's Project Manager to reasonably ensure the project is progressing within the mutually agreed upon project timeline and budget.
- Provider will use reasonable efforts to ensure completion of services as outlined in the five-stage implementation process above.
- Provider will organize the execution of its obligations under the terms of this SOW as to providing appropriate enhancements/fixes, as well as support.
- Provider will make available suitably qualified technical resources familiar with the Services.
- Provider will use commercially reasonable efforts to deliver the project's final Application/deliverables in a timely manner and obtain Customer sign-off.

5) ASSUMPTIONS

Services under this SOW may include, as mutually determined by the Parties:

- Services for five-stage implementation process as described above; and
- Project Management Services.

Services will be subject to the following, in addition to the other terms and conditions of this SOW and the Master Agreement:

- Any modifications to the requirements contained in this SOW require written permission from both Customer and Provider project management, following the Change Control Procedure set forth in Schedule 6-Change Procedure to the Master Agreement;
- Customer will work directly with Provider and will not work with a third party relating to any of the activities in this SOW;
- Provider will ensure that all personnel assigned to the work under the terms of this SOW are reasonably technically qualified to grant Customer access to the Software, will reasonably train Customer personnel and will reasonably support Customer through the completion of this SOW;
- Customer will ensure that all needed Customer personnel will be available and have the time to receive appropriate training and move the project forward;
- The project will be executed remotely or occasionally on Customer site as mutually determined between the Parties;
- Testing will be conducted on a Production environment or Production like and dedicated environment for Provider consultants and for Customer testing purposes; and
- Customer acknowledges and agrees that the success of the implementation project is primarily the role of Customer.

6) OUT OF SCOPE - REQUIRES CHANGE PROCEDURE

Additional or out-of-scope work under this SOW or otherwise under the Master Agreement that requires the parties to observe the Change Procedure set forth in Schedule 6-Change Procedure to the Master Agreement includes, without limitation:

- Planning or engineering work to be performed by Provider.
- New enhancements or reports.
- Functionality modifications and additions that need additional programming.
- Reports/Documents modifications and additions that need additional programming.
- Data Conversion.
- Any additional integrations that are not included in this SOW.
- Technical support.

7) **TIMETABLE AND ACCEPTANCE**

Timetable

Provider will use commercially reasonable efforts to begin developing customizations to the Application, if applicable, within a reasonable time after the Effective Date and to continue providing Services and support until the Application is successfully implemented.

Acceptance

All Services hereunder will be deemed accepted by Customer upon delivery.

8) **TERM**

The Services to be performed by Provider pursuant to this SOW will commence on or about [_____, 202__] and will be completed by approximately [_____, 202__], as further described in the project plan attached in this SOW. This assumes no change in scope and availability of needed resources from Customer. Should scope change or should Customer availability become an issue, the dates for completion will be adjusted accordingly. Services will be completed according to this SOW. Customer will take into consideration Customer's allocation of its resources required for the completion of the necessary tasks under the terms of this SOW.

9) **PROVIDER FEES AND MILESTONES**

- Implementation and customization services are billed based on time and material as provided in Schedule 5 – Invoicing and Payment.
- Customizations identified during implementation will follow the Change Control Procedure in Schedule 6 – Provider Change Procedure. Customization may impact the Go-live date, and the Parties will mutually agree to modify the Go-live date accordingly.
- Invoicing for Services are issued on a weekly basis. If payment is not received as required in the Master Agreement and Schedule 5-Provider Invoicing and Payment, Provider will not be obligated to deliver continued Services until payment is received by Provider.

10) **ISSUE ESCALATION PROCEDURE**

In the event that either Party determines it is not getting adequate resolution to a problem that may have a material impact upon its obligations under this SOW or the completion of the work intended hereunder, the following represents the escalation path to be followed:

- When a conflict arises, the Parties will first attempt to resolve the problem internally. If the person immediately involved cannot resolve the conflict within forty-eight (48) hours, the Customer Project Manager and Provider Project Manager will meet to resolve the issue.

- If, after two (2) business days, the issue remains unresolved, either Party may request that the issue be raised to the highest level of management within each Party.
- If the issue is resolved, the resolution will be addressed in accordance with the Change Procedure set forth in Schedule 6-Change Procedure to the Master Agreement.
- If the issue remains unresolved, the Change Procedure will be put on hold so that the project can continue to move forward. The issue will remain open until both Parties agree to a resolution or for ninety (90) days, whichever is sooner. After ninety (90) days, the requested change will be closed.

11) OTHER PROVISIONS

Provider's delivery of Services is dependent upon, among other things, Customer's dedication of all necessary personnel and resources to promptly and completely perform Customer's obligations under the Responsibility Matrix, as set forth in Section 2 of this SOW, and Customer's obligations under Section 3 of this SOW, along with Customer's payment when due of all Provider Fees in connection with such Services.

Provider will have the right to terminate all Services under this SOW and all of Customer's rights under the Master Agreement and Schedules thereto upon Customer's failure to perform such obligations and to pay all Provider Fees when due. Provider's delivery of the Services is subject to the terms and conditions of the Master Agreement, including but not limited to Force Majeure Events and all other limitations, disclaimers, restrictions and exclusions of the Master Agreement.

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.