Schedule 4 – Maintenance Agreement

This Maintenance Agreement (the "Maintenance Agreement") 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 Customer wishes to obtain from Provider certain maintenance and support services for the Application, on the terms and conditions of this Maintenance 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) PROVIDER MAINTENANCE SERVICES

- Provider will use commercially reasonable efforts to provide Application support and maintenance services (collectively, "Maintenance Services") to Customer during the term set forth in the Master Agreement. Maintenance Services consist of these primary components:

    - Application enhancements that address technology improvements, performance improvements, process optimization and other enhancements and improvements that Provider generally makes available to its Application customer base.

    - Application maintenance and support services that relate to tax and other accounting, legal or regulatory changes. These changes are monitored jointly by Customer and Provider, provided that Customer is the ultimate arbiter of which changes are relevant to Customer's business. Such services can result in changes built into the general Application release cycle, or in changes to be developed in accordance with separate rates, terms and conditions mutually agreeable to the Parties.

    - Application development services consisting of new features and additions based on collective discussion with other customers that are added to the Application to improve its functions or operation.

    - Application support services consisting of tools used to assist with troubleshooting Application issues. This includes help manuals, help desk tools, help desk ticketing

system, telephone support, error correction, and the knowledgeable support team Provider employs.

- Services of a Customer Success Manager assigned by Provider. The Customer Success Manager will be Customer's primary point of contact with Provider. The Customer Success Manager will liaise with Customer and will work to ensure an efficient and successful relationship between the Parties.

- Additional services will be provided by Provider upon Customer request at the standard professional services rates presented in **Schedule 5 – Invoicing and Payment.**

2) ERROR CORRECTION SERVICES

- <u>Definition</u>. An "<u>Error</u>" is an event in which the Application does not perform materially in accordance with applicable Documentation.

- <u>Correction of Errors</u>. Provider will exercise reasonable efforts to investigate and correct all Errors reported to Provider by Customer as Errors in accordance with this Maintenance Agreement. Customer will inform Provider of any Errors by submitting a help desk ticket in Provider's help desk system (or by phone if help desk system is not functioning correctly). In order to ensure timely resolution to errors, Customer must report, at a minimum, the following information:

  - Version of Application.

  - Instructions on how to reproduce the reported Error.

  - User(s) impacted.

  - Any other necessary and/or useful information relating to identifying and reproducing the reported error.

  - Classification of Error per chart below. Note that Provider has four (4) severity levels for Error classification. Each level has its own service level as described further in this <u>Section 2</u>.

Priority	Description	Action
Sev 1 - Blocker	**Customer Production Issues Only** This is only used for Customers running live in production. This is the Highest priority and takes highest precedence. Some examples of when this should be used: • i21 is unusable with no workaround • System is Down	A patch is required in a Blocker build ASAP.

	• Complete loss of productivity • No access to the system	
Sev 2 - Critical	• This is either a development blocker or critical customer issue. • May have a customer impact. • An issue that blocks programming and/or testing work. • Anything that impedes getting a build or a server updated. • Used for UAP • The turnaround for this is the same as a Blocker • Part of the Blocker build • QC Testing bugs	A patch is required in a Blocker build
Sev 3 - Major	• Significantly impacts the customers ability to use the application properly. • An issue that doesn't function as expected/designed or causes other functionality to fail to meet requirements. • An issue that is not blocking the customer's daily production process but the function is critical for periodic execution. • Examples include: batch posting, printing reports, closing year, import/export process, etc. • A workaround can usually be provided for such issues.	Fix will take place in next Maintenance build. Resolution time based on SLA.
Sev 4 - Minor	• Relatively minor issues that do not affect the customer's ability to use the application. • An issue that leads to minor or no loss of function (e.g., cosmetic issues) where easy workaround is present. • Cosmetic problem like misspelling words or misspelling text.	A fix can typically wait until the next major version.

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	• These issues should not impede execution of any customer business function.	

Solution path for each level of Severity is defined in the following charts based on plan type:

STANDARD SUPPORT PLAN

Severity Level	Response Time	Patch Required	Normal Resolution Time	Version Update
Severity 1	4 Hours from creation of Help Desk Ticket	Yes	12 Hours	Current Version
Severity 2	4 Hours from creation of Help Desk Ticket	Yes	12 Hours	Current Version
Severity 3	8 Hours from creation of Help Desk Ticket	Possibly	3 Business Days	Current or Next Maintenance Release
Severity 4	48 Hours from creation of Help Desk Ticket	No	By next major release	Next Major Version

NOTE: TIME BASED ON AN AVERAGE TIMEFRAME FOR 1 MONTH

If Provider is unable to complete resolution within such timeframe, Provider will continue to work to resolve such Error on a continuous basis (i.e., 24x7) until resolved. Customer acknowledges and agrees that its misidentification of the severity level of an Error, as described in the chart above, will delay Provider's resolution of the Error.

3) **EXCLUSIONS**

- Provider shall have no obligation to support Application in respect of Errors attributable to the following circumstances:

  - Altered or damaged Application (unless modified by Provider);

  - Application problems caused by Customer's negligence, abuse or misapplication, or use of Application other than as specified;

  - Application installed on any computer hardware that is not supported by Provider; or

- Other causes beyond the control of Provider.

4) RELEASES

- Provider typically has one major, primary release each year. Provider defines this as the ".1" version and is the first major release of the Application in each new year. As Customers onboard into Provider's release schedule, all efforts are made to schedule all customers to the newest .1 version. Thereafter, the goal is for customers to have yearly updates to the next .1 version of the Application.

- Provider typically has one additional, official release each year. Provider defines the additional release as the .2 version. The .2 version is dedicated to new customers in the process of onboarding to Provider. The .2 version is focused on new development primarily geared towards new customers requiring development effort.

- Provider also typically has multiple maintenance releases within each version of the Application. Each official release has at least three (3) maintenance releases. Maintenance release typically occur at least every sixty (60) days.

- Provider will use commercially reasonable efforts to provide to Customer the Maintenance Services for the current version of the Application and the one (1) release immediately preceding such current release. Provider will use commercially reasonable efforts to support other older Application release at Provider's then current time and materials rates and otherwise on the terms set forth in this Maintenance Agreement and is described in **Schedule 5 – Invoicing and Payment** to the Master Agreement.

5) COVERED SUPPORT SERVICES

Maintenance Services covered under this Maintenance Agreement include commercially reasonable efforts to provide the following services:

- Isolate, document, and find circumventions for reported Errors;

- Answer questions about specific details of procedures (including but not limited to discussing available features, options and limitations);

- Work with Provider software development staff to provide safe hot fixes for Errors;

- Address concerns with printed or online documentation by providing additional examples or explanations for concepts that require clarification;

- Address specific questions and concerns that are related to the maintenance of Provider software;

- Unlimited help desk ticketing system and toll-free telephone consultation, regarding the use and trouble-shooting of the Application and Enhancements; or

- Logging service calls received from Customer, along with the eventual solution and correction time within Provider Help Desk ticketing system.

6) ADDITIONAL SERVICES

From time to time after completion of the initial Services, Customer may request that Provider, subject to the availability of Provider personnel, perform various additional services ("Additional Services") for Customer:

- Provider will make such services available to Customer based on the rates described in **Schedule 5 – Invoicing and Payment** to the Master Agreement.

- Customer and Provider shall enter into a written Statement of Work or Proposal if the request is for development or extensive training.

- Customer is not required to give written notice if the request is for smaller training sessions (defined as less than eight (8) hours) or for Technical Services.

- If a written document is required, work will not begin until approval has been provided.

- Additional Services related to development or new feature/function will include an adjustment to the annual maintenance rate. Adjustment will be billed prorate in current year and will be included in future annual maintenance invoices.

7) TERM AND TERMINATION

The term of Maintenance Services will typically run with the Master Agreement, in which event the Term and Termination provisions in the Master Agreement control. If Customer wishes to terminate Maintenance Services separately from the Master Agreement, then the following provisions shall apply.

- Term.
    - Initial Term. The initial term of this Maintenance Agreement shall commence on the Effective Date and shall continue in full force and effect for five (5) years, unless extended or terminated earlier pursuant to the Master Agreement or this Maintenance Agreement, as applicable (the "Initial Term").

    - Renewal Term. Upon expiration of the Initial Term, this Maintenance Agreement will automatically renew for successive one (1) year renewal terms (each a "Renewal Term"), unless a Party provides written notice of termination at least one hundred eighty (180) days before the expiration of the Initial Term or Renewal Term, as the case may be.

- Obligations Upon Termination or Expiration. When this Maintenance Agreement terminates or expires, whether as provided in the Master Agreement or this Maintenance Agreement, Customer will promptly pay Provider all unpaid amounts for Maintenance Services provided and expenses incurred by Provider prior to the date of termination.

- Recommencement of Maintenance Services. If, after expiration or termination by Customer of Maintenance Services, Customer may request that Provider recommence providing Maintenance Services, subject to Customer's payment of the Maintenance Services Fees that would have accrued before recommencement but for the expiration or termination by Customer of such Maintenance Services.

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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.

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