

Schedule 4 - iRely Maintenance Agreement

This Maintenance and Support Agreement (the "**Maintenance Agreement**") is a schedule to and is governed by the Master Services Agreement between CUSTOMER, ("Customer") and iRely, LLC ("iRely") (the "Master Agreement"), and is effective on the Effective Date of the Master Agreement. Customer and iRely are hereafter referred to collectively as the "Parties" and individually as a "Party". Capitalized terms not defined in this Maintenance Agreement will have the meanings ascribed in the Master Agreement.

WHEREAS, iRely and Customer are entered into a Master Agreement including a Software Licensing Agreement, and

WHEREAS, iRely is a provider of support and maintenance Services for the Software as specified in the applicable Schedule to the Master Agreement; and

WHEREAS, Customer desires to obtain maintenance and support services from iRely on matters related to the Software; and

WHEREAS, iRely wishes to provide such support and maintenance to Customer.

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 agree as follows:

1) iRely MAINTENANCE SERVICES

- iRely will use commercially reasonable efforts to provide Software support and maintenance services (collectively, "Maintenance Services") to Customer during the term set forth in the Master Agreement. Maintenance Services consist of three primary components:
 - Software maintenance services that relate to tax and other accounting, legal or regulatory changes. These changes are monitored jointly by Customer and iRely, 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 Software release cycle, or in changes to be developed in accordance with separate rates, terms and conditions mutually agreeable to the Parties.
 - Software development services consisting of new features and additions based on collective discussion with other customers that are added to the Software to improve its functions or operation.
 - Software support services consisting of tools used to assist with troubleshooting Software issues. This includes help manuals, help desk tools, help desk ticketing system, telephone support, error correction, and the knowledgeable support team iRely employs.
- Additional services will be provided by iRely upon Customer request at the standard professional services rates presented in Schedule 5 – Invoicing and Payments.

2) ERROR CORRECTION SERVICES

- An “Error” is an event in which the Software does not perform materially in accordance with applicable Documentation.
- Correction of Errors. iRely will exercise reasonable efforts to investigate and correct all Errors reported to iRely by Customer as Errors in accordance with this Maintenance Agreement. Customer will inform iRely of any Errors by submitting a help desk ticket in iRely’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 Software
 - 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.
- Error Classification. iRely has 4 severity levels for Error classification. Each level has its own service level as described further in this section.

Priority	Description	Action
Sev 1 - Blocker	<p>Customer Production Issues Only</p> <p>This is only used for Customers running live in production. This is the Highest priority and takes highest precedence.</p> <p>Some examples of when this should be used:</p> <ul style="list-style-type: none"> • i21 is unusable with no workaround • System is Down • Complete loss of productivity • No access to the system 	<p>A patch is required in a Blocker build ASAP.3.</p>
Sev 2 - Critical	<ul style="list-style-type: none"> • 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 	<p>A patch is required in a Blocker build</p>

	<ul style="list-style-type: none"> • QC Testing bugs 	
Sev 3 - Major	<ul style="list-style-type: none"> • 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. 	<p>Fix will take place in next Maintenance build.</p> <p>Resolution time based on SLA.</p>
Sev 4 - Minor	<ul style="list-style-type: none"> • 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. • These issues should not impede execution of any customer business function. 	<p>A fix can typically wait until the next major version.</p>

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

STANDARD SUPPORT PLAN

<u>Severity Level</u>	<u>Response Time</u>	<u>Patch Required</u>	<u>Resolution Time</u>	<u>Version Update</u>
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

<u>Severity Level</u>	<u>Response Time</u>	<u>Patch Required</u>	<u>Resolution Time</u>	<u>Version Update</u>
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

PREMIUM SUPPORT PLAN

<u>Severity Level</u>	<u>Response Time</u>	<u>Patch Required</u>	<u>Resolution Time</u>	<u>Version Update</u>
Severity 1	2 Hours from creation of Help Desk Ticket	Yes	8 Hours	Current Version
Severity 2	4 Hours from creation of Help Desk Ticket	Possibly	2 Business Days	Current or Next Maintenance Release
Severity 3	32 Hours from creation of Help Desk Ticket	No	By next major release	Next Major Version
Severity 4				

NOTE: TIME BASED ON AN AVERAGE TIMEFRAME FOR 1 MONTH

2.3.2. If iRely is unable to complete resolution within such timeframe, iRely will continue to work to resolve such Error on a continuous basis (i.e., 24x7) until resolved.

3) EXCLUSIONS

- iRely shall have no obligation to support Software in respect of Errors attributable to the following circumstances:
 - Altered or damaged Software (unless modified by iRely);
 - Software problems caused by Customer’s negligence, abuse or misapplication, use of Software other than as specified;
 - Software installed on any computer hardware that is not supported by iRely; or
 - Other causes beyond the control of iRely.

4) RELEASES

- iRely has one major, primary release each year. iRely defines this as the “.1” version and is the first major release of software in each new year. As Customers onboard into iRely’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 software.
- iRely has one additional, official release each year. iRely defines the additional release as the .3 version. The .3 version is dedicated to new customers in the process of onboarding to iRely. The .3 version is focused on new development primarily geared towards new customers requiring development effort.
- iRely also has multiple maintenance releases within each version of the software. Each official release has at least 3 maintenance releases. Maintenance release occur at least every 60 days.
- iRely will provide to Customer the Maintenance Services for the current version of the Software and the one (1) release immediately preceding such current release. iRely will use commercially reasonable efforts to support other older Software release at iRely’s then current time and materials rates and otherwise on the terms set forth in this Agreement.

5) COVERED SUPPORT SERVICES

Services covered under this Maintenance Agreement include the following:

- 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 iRely 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 iRely software;
- Unlimited help desk ticketing system and toll-free telephone consultation, regarding the use and trouble-shooting of the Software and Enhancements; or
- Logging service calls received from Customer, along with the eventual solution and correction time within iRely Help Desk ticketing system.

6) ADDITIONAL SERVICES

From time to time after completion of the initial Services, Customer may request that iRely perform various additional services (“Additional Services”) for Customer.

- iRely will make such Services available to Customer based on the rates described in SCHEDULE 5 – INVOICING AND PAYMENT.
- Customer and iRely 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 8 hours) or 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

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

- Term.
 - Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for three (3) years, unless extended or terminated earlier pursuant to this Agreement (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.
- Termination.
 - Cause. Either party will be entitled to terminate this Agreement (in whole or in part) or any affected Schedule (in whole or in part) immediately upon written notice (specifying the effective date of termination) if the other party commits a material breach of performance or non-performance of its obligations of this Agreement (and if such breach is capable of being cured within thirty (30) days after notice thereof and such breaching party fails to cure such breach in all material respects within such cure period).
 - Insolvency. A Party to this Agreement may terminate this Agreement upon written notice specifying the termination date to the other Party, in the event a Party of the Agreement (a) ceases all operations, (b) files for bankruptcy, (c) becomes or is declared insolvent, or is the subject of any unchallenged proceedings related to its liquidation, insolvency, or the appointment of a receiver or similar officer for it (d) makes an assignment for the benefit of all or substantially all of its creditors, or (e) enters into an agreement for the consolidation, extension, or readjustment of substantially all of its obligations.
 - Convenience. Upon sixty (60) days written notice, either Party may terminate this Agreement, in whole or in part, for convenience. Such termination notice shall be effective upon the date specified in the written notice.
- Obligations Upon Termination or Expiration. When this Maintenance Agreement terminates or expires, Customer will promptly pay iRely all unpaid amounts for Maintenance Services provided and expenses incurred by iRely prior to the date of termination.

- **Recommencement of Maintenance Services.** If, after expiration or termination by Customer of Maintenance Services, Customer may request that iRely 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.

8) OTHER TERMS.

Neither party will be liable under or deemed to be in breach of this Maintenance Agreement for any delay or failure in performance under this Maintenance Agreement that is caused by any of the following events: acts of God, civil or military authority; act, order or requirement of any governmental or regulatory authority or body; war; fires; power outages; earthquakes; floods; unusually severe weather; strikes or labor disputes; disruptions of labor forces or supply chains; delays in transportation or delivery; epidemics, pandemics or viral or communicable disease outbreaks; quarantines; national emergencies; terrorism or threats of terrorism; and any similar event that is beyond the reasonable control of the non-performing party (collectively, a "Force Majeure Event"). The foregoing provision does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligations to pay for Maintenance Services. The party affected by the Force Majeure Event must diligently attempt to perform (including, without limitation, through alternate means). During a Force Majeure Event, the parties hereto will negotiate changes to this Maintenance Agreement in good faith to address the Force Majeure Event in a fair and equitable manner. If a Force Majeure Event continues for ten (10) days or longer, and the non-performing party is delayed or unable to perform under this Maintenance Agreement because of the Force Majeure Event, then the performing party will have the right to terminate this Maintenance Agreement, in whole or in part, upon written notice to the non-performing party.

By clicking the "I agree" box you acknowledge that you are entering into a legally binding contract with iRely, and that you have read, understood, and agreed to the terms set forth herein, including all applicable schedules.