

# Schedule 5 - iRely Invoicing and Payment

## **1. SERVICE OFFERINGS**

- Possible service offerings are listed below. For pricing and selection, please refer to Schedule 1 - Proposal.
- License
- Professional Services
  - Implementation Services
  - Development Services
- Maintenance
- Software as a Service (SaaS)
- Hosting

## **2. LICENSE**

- Full License Fee will be invoiced at Master Agreement execution.
- Installation will begin once payment for license is received.
- Payment must be received within 10 days to avoid project delay.

## **3. PROFESSIONAL SERVICES**

- Professional Services (both Implementation and Development) are invoiced as incurred.
- Invoicing for Professional Services are issued on a weekly basis.
- Payment for Professional Services must be received within 30 days. If payment is not received, iRely will cease all Professional Services until payment is resolved.
- If Development Services are requested, a Statement of Work will be created and issued to customer for approval prior to the work being completed.

## **4. MAINTENANCE**

- Standard Maintenance services begin on day of Master Agreement execution.
- Maintenance minimum requirement is 5 years.
- First maintenance invoice will be issued at Master Agreement execution and will be pro-rated to the beginning of the next calendar year.
- After initial maintenance invoice, ongoing Maintenance is invoiced annually up to 30 days prior to the start of the maintenance period.
- Payment for annual invoice is due prior to the maintenance period start date.

- Annual maintenance rates on same products may increase at a rate of no more than 5% annually.
- Maintenance will automatically renew annually after initial 5-year term.

## **5. SOFTWARE AS A SERVICE**

- SaaS services begin on day of Master Agreement execution.
- SaaS minimum requirement is 5 years.
- SaaS will be invoiced annually up to 30 days prior to the start of the SaaS period.
- Payment for annual invoice is due prior to the SaaS period start date.
- Installation of SaaS solution will begin once initial payment is received.
- SaaS rates may increase at a rate of no more than 5% annually within the contract period.
- SaaS rates will be reassessed during contract renewal due to possible Hosting cost changes.
- SaaS agreement will automatically renew on a year-to-year basis after initial 5-year term.

## **6. HOSTING**

- Hosting services begin on day of Master Agreement execution.
- First hosting invoice will be issued at contract execution.
- After initial Hosting invoice, ongoing Hosting is invoiced annually up to 30 days prior to the start of the next Hosting period.
- Payment for annual invoice is due prior to the Hosting period start date.
- Annual hosting rates will be reviewed annually and adjusted if warranted based on Hosting cost and requirements.
- Hosting will automatically renew annually.

## **7. TRAVEL AND EXPENSE**

- Any travel and related expenses will be invoiced during the weekly invoicing process.
- Travel and related expenses are reimbursed at actual cost.
- iRely may invoice a per diem of \$75 for living expenses per person depending on circumstances.
- For travel hours, iRely and Customer will split the cost of associated travel time/service hours. Onsite training requests may be charged an additional \$25/hour.
- Payment for travel and related expense must be received within 30 days. If payment is not received, iRely may cease Professional Services until payment is resolved.

## **8. CUSTOM MODIFICATION/ENHANCEMENTS**

- Customer's annual maintenance will be adjusted to include maintenance rates for the custom modification/enhancement.
- Annual maintenance rate for custom modifications/enhancements will be calculated by taking 20% of the actual cost of development of the modification once completed.
- Customer will receive initial maintenance invoice for modification once modification is verified in a production release. Going forward, maintenance will be added to the annual maintenance invoice.

## **9. iRely CURRENT SERVICE RATES**

Current hourly rates for iRely Professional Services are as follows:

\$275 - SME / Business Unit Leader

\$250 – Sr. Project Management

\$225 – Project Management

\$200 - Implementation Lead

\$175 – Implementation Specialist

\$200 - Product Manager

\$200 – Development

\$200 – Data Conversion

\$75 – Quality Assurance Team

## **10. USER ACCEPTANCE PROGRAM (UAP)**

- UAP will be incorporated in both implementation and ongoing maintenance to ensure the quality and integrity of the customers specific instance and environment.
- UAP is priced based on # of process flows and level of development of customer.

## **11. PAYMENT AND TAXES**

- All invoices will be in USD (unless agreed otherwise)
- All payments shall be made by check, automated clearing house (ACH) or electronic funds transfer (wire), provided that any payments over \$100,000 may only be made by electronic funds transfer.
- The fees and other amounts payable by Customer to iRely under this Agreement do not include any taxes of any jurisdiction that may be assessed or imposed in connection with the services provided hereunder and, as applicable, upon the copies of the Software and Documentation delivered to Customer, the license granted under this Agreement and the

services provided hereunder, the use of the Application, or any taxes otherwise assessed or imposed in connection with the transactions contemplated by this Agreement, including without limitation: sales, use, excise, value added, digital services taxes (DST) and other taxes or levies upon digital products or services, personal property, export, import and withholding taxes, excluding only taxes based upon iRely's net income. Customer will directly pay any such taxes assessed against it, and Customer will promptly reimburse iRely for any such taxes payable or collectable by iRely.

## **12. REMEDIES FOR NONPAYMENT**

If Customer fails to pay to iRely within 30 days of the date of invoice, any amount payable under this Agreement (including interest thereon) that is not the subject of a good faith dispute, in addition to all other rights and remedies which iRely may have at law or in equity, iRely may, in its sole discretion and without further notice to Customer, immediately suspend all applicable SaaS Services, Hosting Services, Professional Services, Maintenance Services and the performance of any or all of its other obligations under this Agreement, and iRely will have no liability with respect to Customer's use of the applicable Software, SaaS Services, Hosting Services, Professional Services, Maintenance Services or other iRely services hereunder until all past due amounts are settled. Past due payments will be assessed a finance charge at a rate of 18% per annum (1.5% per month) unless prohibited by applicable law. iRely reserves the right to impose a reconnection fee in the event Customer's access to the SaaS Services is suspended and thereafter Customer requests renewed access to the SaaS Services. For the purposes of this Agreement, a "good faith dispute" means a good faith dispute by Customer of certain amounts invoiced under this Agreement. A good faith dispute will be deemed to exist only if (a) Customer has given written notice of the dispute to iRely within 15 days of the date of an invoice and (b) the notice explains Customer's position in reasonable detail. A good faith dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed.

*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.*