

# Schedule 5 –Invoicing and Payment

This Invoicing and Payment Schedule (the "Payment Schedule") is a schedule to and is governed by the Master Agreement between CUSTOMER ("Customer") and iRely LLC ("Provider") (the "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 software applications for managing extended enterprise data ("Application") and (development, implementation and other services for the Application. Customer is obtaining from Provider certain project management, development, implementation, consulting and other services (collectively, "Services"), with payment for such Services to be made in accordance with the terms and conditions of this Payment Schedule and the Master Agreement and schedules thereto.

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. TYPES OF SERVICE OFFERINGS**

Possible service offerings are listed below. For pricing and selection, please refer to **Schedule 1 – Proposal** to the Master Agreement and, if applicable, subsequent Ordering Documents. For the purposes this Payment Schedule, capitalized terms not defined in herein will have the meanings ascribed in the Master Agreement and applicable Schedules.

- License
- Professional Services
  - Implementation Services
  - Development Services
- Maintenance
- Software as a Service (SaaS)
- Hosting

### **2. LICENSE FEES**

- Full License Fee will be invoiced at Master Agreement execution.
- Installation will begin once payment for license is received.

- Payment must be received within ten (10) days to avoid project delay.

### **3. PROFESSIONAL SERVICES FEES**

- Professional Services (both Implementation and Development) are invoiced as incurred.
- All Professional Services, whether specified in an Ordering Document, SOW or any other Schedule to the Master Agreement or any other agreement with Provider, are billable at Provider's then current time-and-materials rates based on actual time expended by Provider personnel.
- Invoicing for Professional Services are issued on a weekly basis.
- Payment for Professional Services must be received within thirty (30) days. If payment is not received, Provider 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 FEES**

- Standard Maintenance services begin on day of Master Agreement execution.
- Maintenance minimum requirement is five (5) years.
- First annual maintenance invoice will be issued at Master Agreement execution.
- Subsequent annual maintenance invoices will be issued thirty (30) days before the start of the next maintenance period.
- Payment for annual invoice is due prior to the next maintenance period start date.
- Annual maintenance rates may be adjusted by Provider based on market conditions.
- Maintenance will automatically renew annually after initial five (5) year term.

### **5. SOFTWARE AS A SERVICE (SaaS) FEES**

- SaaS services begin on day of Master Agreement execution.
- SaaS minimum requirement is five (5) years.
- SaaS will be invoiced annually up to thirty (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 Agreement will automatically renew on a year-to-year basis after expiration of the initial five (5) year term.
- SaaS rates upon renewal may be adjusted by Provider based on possible Hosting cost changes and other market conditions.

## **6. HOSTING FEES**

- Hosting services begin on day of Master Agreement execution.
- First hosting invoice will be issued at Master Agreement execution.
- After initial Hosting invoice, ongoing Hosting is invoiced annually up to thirty (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 RELATED EXPENSES**

- All Provider travel and related expenses will be invoiced during the weekly invoicing process.
- Provider travel time is billable at fifty percent (50%) of the Professional Services rates for the applicable Provider personnel.
- Provider travel, per diem and similar expenses are billed to Customer at actual cost.
- Payment for Provider travel and related expense must be received within thirty (30) days. If payment is not received, Provider will cease providing all Professional Services until payment is resolved.

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

- 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 twenty percent (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. PROVIDER'S CURRENT SERVICE RATES**

Provider's current service rates are set forth on **Exhibit 1** to this Payment Schedule. Such rates, along with travel and per diem expenses and other expenses not controlled by Provider are subject to change upon notice to Customer. Provider reserves the right to change applicable Fees hereunder to reflect increase in third-party license and service fees for Application

features, for example, Microsoft Power BI and successor products, and other Services provided to Customer.

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

- UAP is required for Customer.
- UAP is billable to Customer at Provider's Professional Services rates based on actual time expended by Provider personnel.

#### **11. PAYMENT AND TAXES**

- All invoices will be in USD (unless agreed by Provider and Customer otherwise in writing).
- All payments over USD100,000 will be made by wire transfer; payments under such amount may be made by wire transfer, check or EFT.
- The fees and other amounts payable by Customer to Provider under the Master Agreement and applicable Schedules do not include any taxes of any jurisdiction that may be assessed or imposed in connection with the Software and Documentation, the licenses granted to Customer, as applicable, the use of the Software and Documentation, the professional and other services provide to Customer, and any taxes otherwise assessed or imposed in connection with the transactions contemplated by the Master Agreement and Schedules thereto, 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 Provider's net income. Customer will directly pay any such taxes assessed against it, and Customer will promptly reimburse Provider for any such taxes payable or collectable by Provider.

#### **12. CERTAIN REMEDIES FOR NONPAYMENT**

If Customer fails to pay to Provider, within thirty (30) days after the date of invoice, any amount payable under the Master Agreement or Schedules thereto (including interest thereupon) that is not the subject of an actual, good-faith dispute, then in addition to all other rights and remedies which Provider may have at law or in equity, Provider may, in its sole discretion and without further notice to Customer, immediately suspend all applicable licenses granted to Customer and all applicable SaaS Services, Hosting Services, Professional Services, Maintenance Services and the performance of any or all of Provider's other obligations under the Master Agreement, and Provider will have no liability with respect to Customer's termination of use of the applicable Software, SaaS Services, Hosting Services, Professional Services, Maintenance Services or other Provider Services until all past due amounts are settled. Past-due payments will be assessed a finance charge at a rate of eighteen percent (18%) per annum or one and one-half percent (1.5%) per month unless prohibited by applicable law. Provider reserves the right to impose a reconnection fee in the event Customer's access to the SaaS Services (if applicable) is suspended and thereafter Customer requests renewed access to the SaaS Services. For the purposes of this Payment Schedule, a "good-faith dispute" means a good faith dispute by Customer of certain amounts invoiced

under Payment Schedule. A good faith dispute will be deemed to exist only if (a) Customer has given written notice of the dispute to Provider within fifteen (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 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.*

## **EXHIBIT 1**

### **2022 Provider Professional Service Rates**

New US Based Employee in Training – Regardless of position \$150

#### **Project Manager**

- PM \$200/Hour
  - Certified PMP or 5 years project manager experience
  - Less than 1 year @ Provider
- PM I \$250/Hour
  - Certified PMP or 5 years project manager experience
  - Greater than 1 year @ Provider
- Senior PM \$290/Hour
  - Certified PMP
  - 5 years or greater project manager experience
  - 3 years or more Provider experience

#### **Business Consultant**

- BC in Training \$150/Hour
  - No industry experience
  - Less than 1 year at Provider
- BC I \$200/Hour
  - 3 years or greater industry experience
  - or
  - 18 months or greater at Provider
- BC II \$250/Hour
  - 5 years or greater industry experience
  - or
  - 2 years or greater experience at Provider
- Senior BC \$290/Hour
  - 7 years or greater industry experience
  - or
  - 5 years or greater at Provider
- Manager \$290/Hour

#### **Implementation Specialist / Data**

- Implementation Specialist \$175/Hour

- Implementation Manager \$200/Hour

Travel

- 50% of regular rate
- Cap @ 8 hours each way

Executive Level

- \$350/hour

All rates are subject to change upon notice from Provider.