

Schedule 6 – Change Procedure

This Change Procedure ("Change Procedure") 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 its software applications for managing extended enterprise data, and implementation services for such applications. The Parties wish to establish a procedure for requesting changes to implementation and other professional services ("Services") provided under **Schedule 3 - Provider Statement of Work** to the Master Agreement ("SOW") or under other applicable statements of work or professional services agreements between the Parties, on the terms and conditions of this Change Procedure 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. CHANGE IN SERVICES

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

During the term of the Master Agreement, there may be instances where a change in Services may be required. The SOW provides a project plan for certain of these Services. The scope of that project plan may change for many reasons. When a change in scope has been identified, the change procedures set forth in this Change Procedure will apply.

Some instances when changes may be required include:

- Additional training is requested or needed.
- Additional setup is required.
- Additional process flows are identified than were originally scoped.
- Additional testing is required due to nuances/complexities in Customer's process flows.
- Additional reporting is required to fulfill reporting needs.
- Additional re-work is needed due to changing Customer staff.
- Additional reconciliation work is needed due to out of balance previous system data.

- Data conversion services.
- Additional staff training beyond what was originally scoped.
- Additional request for on-site services beyond the original scope.
- Many other instances not identified and not in the original scope.

If it is deemed necessary to make a change to the cost/scope of the implementation project due to additional Services required, the following change procedures will apply:

- Provider will initially present and make aware out of scope items to the Customer project manager.
- Approval must be provided by Customer for any work that falls outside of scope.
- If the out of scope Services are minimal and requires eight (8) hours or less of Services, a help desk ticket describing the out-of-scope item will be created. Customer must provide approval for the item either within the ticket or via an email response.
- If the out-of-scope item will require more than eight (8) hours of Services, a Provider change order ("Change Order") will be generated by Provider.
- The Change Order will be created and presented by the Provider Project Manager. It will define the following:
 - Description of Work
 - Estimated Cost
 - Change in go live date or completion of implementation

2. CHANGE IN DEVELOPMENT

There may be instances where a change (modification) to the Provider application is requested. Development changes may impact scope of the project. When a change in scope has been identified, the change procedures set forth in this Section 2 will apply.

Some instances when change may occur include:

- Requested change in process design due to current process flow
- New Feature
- Modified/New setting
- Report Creation/Modification
- Any other instances not identified and not in the original scope.

If it is deemed necessary to make a change to the cost/scope of the implementation project due to development requests, the following change procedure will apply:

- Provider will initially present and make aware out of scope items to Customer project manager.
- Approval must be provided by Customer for any work that falls outside of scope. If the out of scope development is minimal and requires eight (8) hours or less of Services, a help desk ticket describing the out-of-scope item will be created. In addition, a new Development SOW for such item may be created and presented by the Provider Project Manager with the direct feedback from the Customer and the relevant Provider Product Manager. Customer must provide approval for the item either within the ticket or via an email response.
- Due to development, spec writing and testing, most development efforts require more than eight (8) hours of Services. If the out-of-scope item will require more than eight (8) hours of Services, a new Development SOW for such item may be created and presented by the Provider Project Manager with the direct feedback from the Customer and the relevant Provider Product Manager. The new Development SOW will define the following:
 - Description of work
 - Estimated Cost
 - Release Version
 - Change in go-live date or completion of implementation.

Such new Development SOWs will be subject to the terms and conditions of the Master Agreement, including without limitation Customer's obligations to make all necessary Customer resources available for such development and to accept Provider's development specifications and deliverables as required by **Schedule 3 - Statement of Work**, to pay for such development in a timely manner as required by **Schedule 5 - Payment and Invoicing**, and to perform all of Customer's obligations under the Master Agreement and applicable Schedules.

3. CHANGE IN LICENSE

There may be instances where Customer would like to add additional products during the implementation. Adding additional products will impact the scope of the implementation. When a change in scope has been identified, the change procedure set forth in this [Section 3](#) will apply.

If it is deemed necessary to make a change to the cost/scope of the implementation project due to additional products:

- Provider will initially present and make aware out-of-scope items to Customer project manager.
- Approval must be provided by Customer for any work that falls outside of scope.
- Customer will be provided a proposal for the additional product along with the additional Services time required for implementation.
- A proposal will be created by the Sales Representative and will define the following:

- Name of Product
- Cost of Product and Maintenance
- Release Version of installation
- Change in go live date or completion of implementation.

4. BUDGET ADJUSTMENT

Project Managers will periodically review budget vs. actual based on the Project Plan presented in the SOW. During the implementation, actual hours may not fall in line with budget. Should actual hours start to fall out of line with budget, the Provider Project Manager will notify Customer. If actual hours/costs fall out of total budget by more than twenty-five percent (25%), Provider will require a Change Order to be created by the Project Manager and approved by the Customer.

5. APPROVAL

Approval of changes will be subject to the following conditions:

- For projects requiring eight (8) hours or less of Services, Customer may document approval through approving the Help Desk ticket.
- For projects over eight (8) hours of Services, Customer must sign a Change Order or SOW for approval.
- If the overall project is more than twenty-five percent (25%) over budget, Customer must sign a Change Order for approval.
- For additional product/license, Customer must sign a proposal for approval.
- Approval must be received prior to Provider providing any additional Services.

6. NON-APPROVED

Unless and until approval of changes is obtained, the following conditions will apply:

- If a help desk ticket is not approved, Provider will not deliver additional Services described in the ticket.
- If a Change Order is not approved by Customer, Provider will not deliver the additional service described in the Change Order.
- If the non-approval by Customer of a Change Order puts the project at risk, Provider will escalate and will discuss and present during the Steering Committee meeting and other meetings if needed. Provider's priority is to ensure success and maintain transparency throughout the implementation.
- Regardless of non-approved items, Provider will work with Customer and will use all commercially reasonable efforts to deliver Services efficiently, and Customer will use all commercially reasonable efforts to assist in that effort.

- Notwithstanding any other provision of this Change Procedure, Provider approval is subject to availability of Provider personnel and other terms and conditions determined by Provider in its sole discretion.

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 means 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.