



Software as a Service Agreement

This Software as a Service Agreement (the "Agreement") is between **Infor (US), LLC** ("Infor") and _____ ("Customer") and entered as of the last signature date below. The parties agree as follows:

1. Definitions.

"Affiliate" means, with respect to either party, any entity that directly or through one or more intermediaries Controls, is Controlled by, or is under common Control with a party, where "Control" means the ownership of greater than 50% of such entity's capital stock.

"Applicable Law" means any applicable law, or declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any governmental authority, having the full force and effect of law.

"Authorized Users" means employees and contractors of Customer and its Affiliates.

"Confidential Information" means non-public information identified as, or would be reasonably understood to be, confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of Recipient; (ii) Discloser regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; (iv) is independently developed by Recipient without use of Confidential Information; or (v) is a comment or suggestion about the other party's products or services.

"Customer Data" means information provided, entered or uploaded by Authorized Users into the Software. Customer Data is Confidential Information of Customer.

"Defect" means a material deviation between the then current, general release version of the Software and its Documentation.

"Discloser" means the party providing Confidential Information to the Recipient.

"Documentation" means the then current Infor provided generally available operating and technical documentation relating to the features, functions, and operation of the Software.

"Initial Subscription Term" means the initial subscription period set forth on the applicable Order Form.

"Intellectual Property Rights" means any and all rights in patents, copyrights, trademarks, trade secrets and service marks.

"Order Form" means any order form signed by the parties that references this Agreement pursuant to which Customer purchases access rights to Software and Subscription Services.

"Personal Data" means information that includes any non-public personal information that identifies and/or can be used to identify an individual, or as further defined by applicable data protection law. Personal Data is a subset of Customer Data.

"Professional Services" is defined in Exhibit A to this Agreement. If Infor provides professional services under an existing Infor professional services agreement (as specified in the work order for such professional services) such professional services are not subject to this Agreement and all references herein to Professional Services are inapplicable.

"Professional Services Fees" means fees for Professional Services as set forth in the applicable Work Order.

"Recipient" means the party receiving Confidential Information of Discloser.

"Renewal Term" means any renewal term of Customer's right to access the Software and Subscription Services following expiration of the Initial Subscription Term.

"Software" means the software programs identified in the applicable Order Form to which Infor provides remote access as part of the Subscription Services. Software includes Updates.

"Subscription Fees" means the fees for the Subscription Services set forth on the applicable Order Form.

"Subscription Services" means the hosting, management and operation of the Software, and Support, by Infor.

"Subscription Term" means the Initial Subscription Term or any Renewal Term, as applicable.

"Support" means, as more fully set out in the Order Form, (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) installing, when and if generally available, Updates; and (c) using

reasonable efforts to correct or circumvent any Defect. Support does not include Professional Services, including, without limitation, any of configuration, installation or implementation.

“**Third-Party Offerings**” means products and services that are provided by third parties, interoperate with the Software or Subscription Services, and are licensed under such third parties’ own applicable license terms.

“**Updates**” means generally available updates, enhancements or modifications to the then current, general release version of the Software that are not separately priced as new products.

“**User Restriction**” means any limitation on the Software or Subscription Services identified in an Order Form (e.g., number of Authorized Users or locations). User Restrictions are cumulative for all Authorized Users.

“**UserID**” means a unique user identification credential used in combination with a unique password to access the Software and Subscription Services.

2. Intellectual Property Rights and Restrictions.

a. **Rights Grant by Infor.** Subject to this Agreement and the applicable Order Form, including applicable User Restrictions therein, Infor hereby grants Customer the right, for it and its Authorized Users, to access, in an operating environment hosted by Infor, the Software and use the Subscription Services, during the Subscription Term, solely for the internal operations of Customer and its Affiliates. Customer shall ensure Authorized Users comply with this Agreement and shall be liable for any noncompliance by Authorized Users.

b. **Documentation.** Infor hereby grants Customer a non-exclusive, non-transferable license (without the right to sublease or sublicense) to make a reasonable number of copies of the Documentation for the internal operations of Customer and its Affiliates in accordance with this Agreement. Authorized Users must reproduce the unaltered Intellectual Property Rights notice(s) in any such copies.

c. **Additional Restrictions.** Authorized Users are prohibited from (i) attempting, causing or permitting the reverse engineering, disassembly or de-compilation of the Software; (ii) using the Software or Subscription Services to provide service bureau services to, or to otherwise provide data processing services for the benefit of, third parties; (iii) allowing the Software or Subscription Services or Documentation to be used by, or disclosing all or any part of the Software or Documentation to, any person except Authorized Users; (iv) removing or altering any Intellectual Property Rights notice(s) embedded in, or that Infor otherwise provides with, the Subscription Services or Documentation; (v) violating or circumventing any restrictions specified in this Agreement or technological restrictions in the Subscription Services; or (vi) providing Customer Data that violates third party rights.

d. **Export Restrictions.** Customer acknowledges the Software and Subscription Services are U.S. origin and supported from the U.S. in whole or part, and are subject to U.S. export control laws and other applicable export and import laws. Authorized Users will not export, reexport, transfer, or use the Software or Subscription Services in violation of applicable export or import laws, economic sanctions laws, or other Applicable Laws.

e. **No Implied Rights.** Any rights not expressly granted in this Agreement are expressly reserved.

3. Subscription Services.

a. **Generally.** Infor will provide the Subscription Services, as more particularly described in the Service Level Agreement referenced in the applicable Order Form discussing availability, scheduled maintenance, business continuity, disaster recovery, and Support.

b. **Security.** Infor’s Information Security Plan, setting forth the security measures with respect to the Software and Subscription Services, is referenced in the Order Form.

c. **User Accounts.** Customer shall ensure unique UserIDs and passwords are assigned to each Authorized User and Customer shall be responsible for managing such UserIDs and passwords through the Software interface. Customer shall maintain, and shall cause its Authorized Users to maintain, the confidentiality of UserIDs and passwords. Customer is responsible for all activities undertaken with UserIDs registered on Customer’s account. Customer will immediately notify Infor of any unauthorized use of UserIDs.

d. **Connectivity.** Customer is responsible for ensuring latency and available bandwidth from Authorized Users’ devices to Infor’s hosted routers are adequate to meet Customer’s desired level of performance. Customer is responsible for securing connectivity to Infor’s hosted environment, including securing VPN connectivity for single tenant environments.

e. **Customizations.** Customizations are not permitted in the hosted environment. “Customizations” means modifications to the generally available Software other than configurations and extensions created by Authorized Users via the standard user interface or tools included in the generally available Software.

f. Abrogation of Support. Infor has no Support obligations to the extent caused by (i) Customer deployed Third Party Offerings; or (ii) issues resulting from or arising out of professional services performed other than by Infor.

4. Payment and Taxes.

a. Fees. Payment terms are specified in the Order Form or Work Order. Customer shall be responsible for reasonable fees associated with third party collection efforts actually incurred by Infor as a result of Customer's failure to pay on time. After the Initial Subscription Term, Subscription Fees are subject to annual adjustment. Renewal Subscription Fees are due prior to the commencement of the Renewal Term. Except as otherwise set forth in this Agreement, all payments are non-refundable.

b. Taxes. Customer is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor's net income or capital stock). Applicable tax amounts (if any) are not included in the fees set forth on any Order Form or Work Order. Infor will invoice Customer for applicable tax amounts.

c. Invoice Dispute. Infor will not exercise its suspension or termination rights with respect to non-payment by Customer if Customer reasonably disputes the applicable fees within 10 days of Customer's receipt of the invoice in writing and in good faith, and is cooperating diligently to resolve the dispute. Invoices will be sent to the electronic address identified in the Order Form (the date of receipt of the invoice is the date Infor sends the invoice to such electronic address; if no such electronic address is provided, then the date of receipt of the invoice is the date Infor sends the invoice by the alternative method identified in the Order Form). However, if the parties are unable to resolve such a dispute within 20 days, each party shall have the right to seek any remedies it may have under this Agreement. For clarity, any undisputed amounts must be paid in full.

5. Warranties.

a. Limited Software Warranty. Infor warrants the Software will operate without a Defect during the Subscription Term. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Software giving rise to the breach within a reasonable period of time. If Infor is unable to repair or replace such Software within a reasonable period of time, Infor may terminate the access rights for that Software and promptly refund to Customer the unused portion of the Subscription Fee if any, paid to Infor for the Subscription Services giving rise to the warranty claim.

b. No Material Loss in Functionality. Updates will not result in a material loss in key functionality. For clarity, Updates that require a different look and feel, or manner, to achieve similar functionality, or changes to programming language consistent with industry standards, are not a material loss in functionality. Customer's sole remedy with respect to a breach of the foregoing warranty shall be to terminate the access rights for that Software on written notice to Infor if functionality is not restored (either within that same Software or through different software or services available to Customer, at Infor's discretion) within 90 days of notice from Customer (which must be received within 30 days of the Update). In the event of such termination Infor shall promptly refund to Customer the un-used portion of the Subscription Fee, if any, paid to Infor for the affected Software. This remedy is not cumulative to the remedy in Section 5(a).

c. Malicious Code. Infor warrants it will use generally accepted industry tools and practices to provide Software and Subscription Services that do not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to modify, delete, damage, deactivate or disable Customer Data.

d. Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent any alleged breach of warranty is caused by: (i) any Customer deployed Third Party Offerings; or (ii) issues resulting from or arising out of professional services performed other than by Infor.

e. **DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 OR EXHIBIT A (IF APPLICABLE) NEITHER INFOR NOR ITS THIRD PARTY LICENSORS MAKE ANY OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, SUBSCRIPTION SERVICES OR PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT. INFOR AND ITS THIRD PARTY LICENSORS EXPLICITLY DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR AND ITS THIRD PARTY LICENSORS EXPRESSLY DO NOT WARRANT THE SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER'S REQUIREMENTS.**

f. **FAILURE OF ESSENTIAL PURPOSE. THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 9 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

6. Confidential Information.

a. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Infor will use and disclose Customer's Confidential Information only to its employees, Affiliates, and contractors ("Infor Representatives") and to the extent necessary to further and fulfill the purposes of this Agreement. Customer will use and disclose Infor's Confidential Information only to its Authorized Users and to the extent necessary to further and fulfill the purposes of this

Agreement. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of 10 years after termination of any applicable Order Form or Work Order.

b. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section by any of its, in the case of Infor, Infor Representatives and, in the case of Customer, Authorized Users, and shall ensure such Infor Representatives, or Authorized Users, are bound by confidentiality obligations no less restrictive than those herein.

c. If Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if Recipient should be advised by counsel of any obligation to disclose such Confidential Information, Recipient shall provide Discloser with prompt notice of such request or advice (if allowed by law) so Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, Recipient shall provide only that portion of Discloser's Confidential Information which is legally required to be provided and use reasonable efforts to assure the information is maintained in confidence by the party to whom it is furnished.

d. If Applicable Law requires a written agreement setting forth the parties' obligations with respect to Personal Data, Infor's Data Protection Addendum for Customers applies to the processing of Personal Data and is incorporated into the applicable Order Form.

7. Indemnity by Infor.

a. Infor will defend, indemnify and hold harmless Customer and its Affiliates (the "Indemnitees") from and against any loss, cost and expense to the extent arising from a third party claim against the Indemnitees ("Claim") (1) that the Software or Subscription Services infringe any Intellectual Property Rights of others, when used by Authorized Users in accordance with this Agreement; or (2) resulting from disclosure of Personal Data in breach of this Agreement to the extent caused by Infor's breach of the Infor Information Security Plan.

b. Infor's obligations under this Section are expressly conditioned on the following: (1) Customer must promptly notify Infor of any such Claim; (2) Customer must, in writing, grant Infor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer; and (3) Customer must reasonably cooperate with Infor to facilitate the settlement or defense of the Claim. If Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the Claim and negotiate its settlement or compromise.

c. Notwithstanding the foregoing, Infor will not be obligated under this Section to the extent the Claim arises from (1) Customizations; or (2) any Customer deployed Third Party Offerings.

d. If any Software (or Subscription Services) is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (1) obtain for Customer the right to continue using the Software (or Subscription Services) per the terms of this Agreement; (2) replace the Software with software (or Subscription Services with services) that is substantially equivalent in function, or modify the Software (or Subscription Services) so that it becomes non-infringing and substantially equivalent in function; or, if (1) or (2) are not available on commercially reasonable terms, (3) terminate the applicable Order Form and refund to Customer the un-used portion of the paid Subscription Fee, if any, for the Software and Subscription Services giving rise to the Claim. **THIS SECTION SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

a. Term. The Initial Subscription Term will be specified in the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least 90 days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be (Infor will notify Customer at least 30 days prior to the notice period of the Renewal Term and the next Subscription Fee). Except as otherwise expressly set forth in this Agreement, the Subscription Term cannot be terminated prior to its expiration date. Following 10 business days' prior written notice, Infor reserves the right to suspend access to the Subscription Services in the event of any past due Subscription Fees.

b. Right of Termination. If either party breaches any material obligation in this Agreement and/or an Order Form and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate the applicable Order Form by providing written notice to the breaching party. If all Order Forms and Work Orders under this Agreement are expired or terminated, this Agreement may also be terminated by a party providing the other written notice of termination. Notice of an alleged Defect does not constitute notice of material breach for purposes of this Section.

c. Effect of Termination. Upon the effectiveness of expiration or termination of an Order Form, Customer's rights to the applicable Software shall immediately terminate. Expiration or termination of an Order Form will not release either party from making payments which may be owing to the other party through the effective date of such expiration or termination. Termination of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein. If an Order Form is terminated due to a breach by Infor pursuant to Section 8(b), Customer

shall be entitled to a refund, on a pro rata basis, of any prepaid Subscription Fees under such Order Form applicable to the unused portion of the then current Subscription Term following the effective date of termination.

d. **Transition Assistance.** Customer may request services to facilitate the orderly wind down, transition and migration of the Subscription Services under an Order Form from Infor to Customer or Customer's designee pursuant to terms of a mutually agreed to Work Order (the "Transition-out Services"). During the term of Transition-out Services beyond the expiration of any then scheduled Subscription Term, the Subscription Term will renew for up to 12 months pursuant to the terms of this Agreement and applicable Order Form, including pricing.

e. **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, limitations of liability, and such other terms which by their nature survive termination, will survive termination or expiration of an Order Form or Work Order.

9. LIMITATIONS OF LIABILITY.

a. **LIMITED LIABILITY.** EXCEPT WITH RESPECT TO THE "EXCLUDED LIABILITIES" (DEFINED BELOW) AND CUSTOMER'S OBLIGATION TO PAY AMOUNTS DUE HEREUNDER, THE TOTAL LIABILITY OF EITHER PARTY AND ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO (1) SOFTWARE OR SUBSCRIPTION SERVICES WILL NOT EXCEED 2 TIMES THE SUBSCRIPTION FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE SOFTWARE OR SUBSCRIPTION SERVICES GIVING RISE TO THE LIABILITY AND/OR (2) PROFESSIONAL SERVICES WILL NOT EXCEED 2 TIMES THE PROFESSIONAL SERVICES FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE PROFESSIONAL SERVICES GIVING RISE TO LIABILITY.

b. **EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS THIRD PARTY LICENSORS (IN THE CASE OF INFOR) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.

c. **EXCLUDED LIABILITIES.** THE TERM "EXCLUDED LIABILITIES" MEANS: (I) INFOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, EXCEPT AS RELATED TO CLAUSE (II) FOLLOWING; (II) DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION (d) BELOW; (III) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF INFOR'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) A PARTY'S WILLFUL MISCONDUCT.

d. **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION.** WITH RESPECT TO DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), INCLUDING, WITH RESPECT TO INFOR, PAYMENTS PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED 5 TIMES THE FEES PAID TO INFOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE UNDER THE APPLICABLE ORDER FORM OR WORK ORDER. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, DAMAGES SHALL INCLUDE (1) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS, (2) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH UNAUTHORIZED DISCLOSURE FOR UP TO 12 MONTHS; AND (3) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS, IN EACH CASE TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ACTUALLY INCURRED.

10. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when sent by overnight courier. Notices to Customer must be sent to its address shown on the signature page of this Agreement, or to such other place as it may subsequently designate in writing. Notices to Infor must be sent to Infor, Attention: General Counsel, 133 Peachtree Street NE, 24th Floor, Atlanta, GA 30303 and legalnotices@infor.com, or to such other place as it may subsequently designate in writing.

11. Force Majeure.

a. Neither party will be liable to the other for any failure or delay in performance under this Agreement (including any Order Form or Work Order) due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, pandemic, international sanctions, or the threat of any of the foregoing (a "Force Majeure Event").

b. A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event preventing its performance, provide written notice to the other party specifying the details in such regard (a "Force Majeure

Notice"). If, within 15 days following a party's provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.

12. Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, a party may, upon written notice to the other, and without the other's prior consent, assign or transfer this Agreement (including all Order Forms and Work Orders) to (i) an Affiliate, or (ii) its successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assigning party is not in breach of this Agreement and such successor has agreed, in writing to the non-assigning party, to assume all obligations of the assigning party hereunder. Any such assignment by Customer must be in its entirety; Infor may assign partially to effectuate a change of control with respect to a product or business line. Any attempted assignment or transfer in violation of the foregoing will be void.

13. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

14. Choice of Law; Severability. This Agreement, and all related disputes and claims hereto, shall be governed by the laws of the State of Delaware, without reference to its conflict of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods shall not apply to the interpretation or enforcement of this Agreement. Other than with respect to a breach of Section 6 (Confidential Information) or any actual or threatened misappropriation or infringement of Intellectual Property Rights, a party is not entitled to seek injunctive relief.

15. Usage check. Infor will check usage of Customer's compliance with this Agreement and Order Forms. If Customer has exceeded the permitted scope of use, then Customer will promptly pay Infor any underpaid Subscription Fees associated with such overuse based on any valid price option then in effect in the Order Form for additional Software usage or, if none, Infor's then current rates for such Software usage.

16. Independent Contractors. Infor and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them.

17. Insurance. During the Subscription Term Infor will maintain insurance coverage as described at <https://dam.infor.com/api/public/content/a140f29cc818435786443a746bb5410d?v=cb16ce4b>.

18. Compliance with Laws. In relation to the Subscription Services and Professional Services, each party will comply with Applicable Law.

19. Miscellaneous. This Agreement together with any Order Form and Work Order, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. An Order Form or Work Order may be signed by an Infor Affiliate, in which case references to "Infor" in such Order Form or Work Order refer to such Affiliate. This Agreement, any Order Form, or Work Order, and any signed agreement entered into in connection herewith or contemplated hereby may be executed in counterparts. The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

[Signature Page Follows]

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Infor (US), LLC

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Customer:

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Address for Notices: _____

Address for Notices: _____

**Exhibit A
(Professional Services)**

Infor's provision of Professional Services is subject to this Agreement, including the additional terms below.

1. **Definitions.**

"Professional Services" means the professional services Infor may provide Customer under this Agreement, including any Work Order. Professional Services expressly excludes Subscription Services.

"Work Order" means each work order signed by the parties referencing this Agreement, describing the Professional Services to be performed, and the rate(s) therefore.

2. **Work Orders.** Infor may provide Customer with Professional Services as set forth in a Work Order. Infor is under no obligation to perform any Professional Services other than pursuant to a Work Order. However, if Infor performs Professional Services at the direction of Customer and the parties have not signed a Work Order for such Professional Services, such Professional Services shall be subject to all terms and conditions herein and Infor's then current rates for such Professional Services shall apply. Infor may provide Professional Services through its third-party contractors, and is responsible for all their actions.

3. **Scheduling and Cancellation of Scheduled Professional Services.** While Infor will try to schedule Professional Services on the date(s) requested by Customer, Customer should make staffing requests at least four (4) weeks in advance to increase the likelihood the requested date(s) can be reserved. After Professional Services have been scheduled, Customer will be obligated to pay for such Professional Services as if Infor had performed such Professional Services on the scheduled date(s) and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Customer has notified Infor at least 14 days prior to the scheduled date(s) that it wishes to reschedule or cancel such Professional Services.

4. **Conditions on Providing Professional Services.** Customer must assign a project manager who will assume responsibility for the management of the project for which the Professional Services are provided. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must provide Infor with such cooperation, information, facilities, equipment and support as are reasonably necessary for Infor to provide the Professional Services. Unless otherwise stated in a Work Order, Infor owns and shall own all proprietary rights to any work product provided as part of the Professional Services under this Agreement, including any Work Order (the "Work Product"); however, to the extent such Work Product contains Customer Data or Customer Confidential Information, Customer shall continue to own all proprietary rights in such Customer Data or Customer Confidential Information. Infor grants Customer a non-exclusive, non-transferable license to make a reasonable number of copies of the Work Product for the internal operations of Customer and its Affiliates.

5. **Payment of Professional Services Fees.** Unless otherwise stated in the applicable Work Order, Infor will invoice Customer for all Professional Services Fees and applicable taxes and charges on a monthly basis, as Infor renders the Professional Services or Customer incurs the charges, as applicable. Customer will reimburse Infor for actual travel and living expenses that Infor incurs in providing Professional Services.

6. **Limited Professional Services Warranty and Remedy for Breach.** Infor warrants it will render all Professional Services with reasonable care and skill. If Customer notifies Infor of a breach of the foregoing warranty, Infor will re-perform such Professional Services in compliance with the foregoing warranty. Customer must provide notice to Infor of any warranty claim within 12 months of Infor's provision of the Professional Services that are subject to the warranty claim.

7. **Right of Termination.** If either party breaches any material obligation in a Work Order, and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate such Work Order, but may not otherwise terminate this Agreement or the Subscription Term on the basis of such breach. Termination of a Work Order will not release either party from making payments which may be owing to the other party under the terms of the Work Order through the effective date of such termination. Termination of a Work Order will be without prejudice to the terminating party's other rights and remedies pursuant to the Agreement, unless otherwise expressly stated herein.

SaaS Contract Transformation

[Customer Facing Messaging – For External Communications]

SaaS Contracting Problems

Most enterprise SaaS vendors gravitate to similar vendor friendly market positions on key customer issues and offer little flexibility except for large and strategic customers. Most SaaS vendors will not negotiate terms for all but the largest opportunities and then their flexibility is measured. This creates and reinforces a paradigm in the enterprise software marketplace that standard vendor contracts do not address key customer issues around security, liability, responsibility for services, or mutually advantageous business terms. This contributes to long contract negotiation cycles consuming customer resources and use of outside legal and selection firms which further add to a customer's cost when moving to the cloud.

Infor is Different

Infor's guiding principles are to be a preferred partner for our customers and any resulting contract should form the foundation of a mutually beneficial long term relationship. [We understand there is a paradigm in the enterprise SaaS marketplace where SaaS vendor template agreements have historically lacked key protections sought by customers when selecting a SaaS vendor. In response to this paradigm and our goal of being a preferred partner] Infor engaged in a comprehensive redesign of our contracting approach and documents to provide contracts which significantly differentiate Infor from other SaaS vendors by:

1. Including key customer requested terms in our template contracts without negotiation
2. Comparing Infor's contracts against other SaaS vendors to ensure we offered the most favorable position on key customer issues
3. Being a preferred partner on key commercial and security concerns by offering terms which are not available from other SaaS vendors, including but not limited to:
 - a. [5x] supercap for unauthorized breaches of security and confidentiality
 - b. Indemnity for unauthorized disclosure of a customer's personal information in the SaaS
 - c. [2x] direct damages cap for other damages
 - d. Including security and SaaS operational details in our contracts
 - e. Comprehensive warranties and remedies

Key Messages for Customer Facing Communications

1. **New Contracting Approach in the Enterprise Software Marketplace.** Infor's vision for the role of contracts in its business is different from competitors; contracts should be a mutual value creation event for both Infor and our customer. This approach is key for mutually beneficial long-term relationships. Both parties should feel that the contract is a "win-win". Infor has revised its contracts to align with this approach.
2. **Preferred Partner (SaaS).** With these changes Infor's SaaS contract makes Infor a preferred partner in offering the most customer favorable contract provisions for:
 - Business Terms
 - Security & SaaS operational details and obligations
 - Responsibility and liability for SaaS offerings
3. **Differentiation in Marketplace.** Infor's revised contract includes terms that are commonly requested by our customers as standard terms. Some of these terms include additional warranties, expanded liability for Infor, and

well-defined security requirements and obligations. Infor's main competitors do not offer customers such customer-friendly terms in their templates.

4. **Increased Customer Contract Value.** Infor's templates are designed to provide all customers with a contract that provides superior contract terms and value compared with others in the marketplace and without negotiation.

Benefits to customers include, but are not limited to:

- Shortening the time to value, allowing customers to start deployments sooner and begin realizing ROI on a shorter timeline than competitors
- Negating the need to engage outside counsel and third party selection firms in order to obtain customer favorable contract terms and protections
- Dramatically reducing customer staff demands and internal costs to contract with Infor compared with competitors