On-Premises Software Terms and Conditions

The Agreement applies to On Premises Software, with modifications as described in this Exhibit. For clarity, Infor does not provide Cloud Services with respect to On Premises Software, and the Service Level Agreement referenced in "Additional Terms" does not apply to the On Premises Software.

1. <u>License Grant by Infor</u>. Infor hereby grants Customer a perpetual (subject to right of termination due to breach not cured after 30 day notice), non-exclusive, non-transferable license (without the right to sublease or sublicense) to make a reasonable number of copies of the (1) Documentation, and (2) On Premises Software on Customer or Affiliate equipment on which the On Premises Software can reasonably be intended or anticipated to be used based on hardware, software, and/or systems configuration as listed in Infor's then currently published Platform Support Guide or Hardware Recommendation Guide ("Equipment") at the location(s) specified in the Order Form, in either case (1) and (2) solely for the internal operations of Customer and its Affiliates, subject to applicable user restrictions stated in the Order Form. Customer may change the location upon notice to Infor. Customer shall ensure its and its Affiliates' employees ("Authorized Users") comply with these terms and shall be liable for any noncompliance by Authorized Users. Third parties are not permitted access to the On Premises Software or Documentation without Infor's consent. A special security program or code may be required to operate the On Premises Software, and may prevent the On Premises Software from operating (x) on any configuration other than the Equipment or (y) for more than the maximum number of users specified in an Order Form. The On Premises Software is Infor's Confidential Information. The term "Cloud Services" in the definition "Documentation" shall be interpreted for purposes of this Exhibit to mean "On Premises Software".

2. <u>Restrictions</u>. The Additional Restrictions and Export Restrictions in Sections 2d and 2e of the Agreement, and the Reservation of Rights in Section 3e, apply to the On Premises Software, reading "Cloud Services" as "On Premises Software". Authorized Users must reproduce the unaltered Intellectual Property Rights notice(s) in any copies of the On Premises Software.

3. <u>On Premises Software Source Code</u>. If the Order Form expressly grants license rights to Source Code (computer programs written in higher-level programming languages and readable by humans) of any On Premises Software, then Customer's license grant extends to such Source Code, except the license term will be specified in the Order Form, and Customer is further licensed to make changes to the On Premises Software that change the Source Code or enhancements to the On Premises Software that are made utilizing or incorporating Infor Confidential Information ("Modifications") and to make a reasonable number of copies of the Modifications in conjunction with the On Premises Software. Infor will own all right, title and interest to the Source Code and all Modifications, even if created without assistance or input from Infor. Customer hereby assigns, and shall cause its permitted subcontractors or consultants to assign, to Infor absolutely all of its rights, title and interest in and to any Modifications together with all Intellectual Property Rights therein. Upon Infor's request, Customer will deliver to Infor a copy (including all documentation related thereto) of all Modifications and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

4. <u>Support</u>.

a. "<u>Support</u>" with respect to On Premises Software is defined as (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) making available, when and if generally available, updates, enhancements or modifications to the then current, general release version of the On Premises Software ("Updates"); and (c) using reasonable efforts to correct or circumvent any deviation between the functionality of the On Premises Software and the Documentation. Support does not include Professional Services, including, without limitation, any of configuration, installation or implementation.

b. Infor shall have no obligation to Support any On Premises Software installed on anything other than the Equipment, or any On Premises Software that has been modified other than by Infor through Support. If and to the extent required by Infor to provide Support, Customer will provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform Support. Infor has no Support obligations to the extent caused by use or combination of the On Premises Software with any third party product, hardware, or software other than the Equipment, or issues resulting from or arising out of professional services performed other than by Infor.

c. The term of Support for On Premises Software shall (i) begin on the Order Form Date and end on the last day of the twelve-month period beginning on the Order Form Date, unless a longer time period is agreed upon in the Order Form, and (ii) automatically renew for successive twelve month renewal periods, unless either party provides written notice to the other party of non-renewal at least 90 days prior to the commencement of such renewal period (Infor will notify Customer at least 30 days prior to the notice period of the renewal period of the next Support fee). Except as otherwise expressly set forth in the Agreement, the Support term cannot be terminated prior to its expiration date. Following 10 business days' prior written notice, Infor reserves the right to suspend access to Support in the event of any past due undisputed Support fees.

5. A. Infor warrants that (i) provided Customer is active on Support, the On Premises Software will operate materially consistent with the current Documentation made generally available through the Infor Concierge Support Portal describing the features, functions and operation of On Premises Software for one year after delivery (delivery is by Infor providing electronic access to the On Premises Software for download, or, if electronic delivery is not available, placing the On Premises Software with a shipping

agent, F.O.B. Shipping Point, for shipment to the delivery address specified in the Order Form) (ii) Updates will not result in a material loss in key functionality and 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. If Infor remains in breach of either such warranty after good faith efforts following Customer written notification to Infor (within 60 days of the alleged breach) providing reasonable detail for Infor to be able to recreate the nonconformance, Customer may elect to terminate the license rights for the affected On Premises Software pursuant to Section 8b, in which case Infor shall promptly refund to Customer (A) with respect to clause (i), the fees paid for the On Premises Software giving rise to the warranty claim and (B) with respect to clause (ii), (1) the portion of the license fee paid to Infor for the On Premises Software subject to the warranty breach, less a charge for use by Customer based on straight line depreciation assuming a useful life of 5 years, plus (2) the unused portion of Support fees for that On Premises Software paid by Customer. Customer must provide notice to Infor of any warranty claim within the applicable warranty period. Infor must be able to replicate the deviation.

B. Infor will have no obligation under Section 5 to the extent any alleged breach of warranty is caused by: (i) any modification of the On Premises Software other than by Infor through Support; (ii) issues resulting from or arising out of professional services performed other than by Infor; (iii) Customer's failure to promptly implement changes provided by Infor to correct or improve the On Premises Software; or (iv) the use or combination of the On Premises Software with any third party product, hardware, or software other than the Equipment. For clarity, the limited warranty in Section 5A(i) shall not restart for Updates or previously licensed On Premises Software for which Customer is changing user restrictions in the Order Form (e.g., without limitation, adding users).

C. INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE ON PREMISES SOFTWARE OR SUPPORT PROVIDED UNDER THIS ORDER FORM. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS, AND TO THE EXTENT, EXPRESSLY SET OUT IN THE DOCUMENTATION.

6. A. The term "Cloud Services" in Section 7 shall be interpreted for purposes of this Exhibit to mean "On Premises Software". For clarity, the Information Security Plan is applicable to Support and Professional Services. Infor has no intellectual property infringement indemnification with respect to (1) any modification of the On Premises Software other than by Infor through Support, (2) Customer's failure to promptly implement changes provided by Infor to correct the On Premises Software, or (3) the use or combination of the On Premises Software with any third party product, hardware, or software other than the Equipment.

B. For clarity with respect to refund rights in the event Infor terminates the Order Form due to the On Premises Software being subject to an intellectual property infringement claim, Customer's refund rights shall be (1) the portion of the license fee paid to Infor for the On Premises Software giving rise to the claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of 5 years, plus (2) the unused portion of Support fees for that On Premises Software paid by Customer, provided that Customer has returned or (at Infor's request) destroyed and discontinued its use of such On Premises Software.

7. Upon the effectiveness of expiration or termination of an Order Form, Customer will promptly return to Infor or (at Infor's request) destroy all copies of the On Premises Software, and will certify to Infor in writing that it has done so.

8. <u>Limitation of Liability</u>

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, ITS AFFILIATES AND/OR INFOR'S THIRD PARTY LICENSORS, WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO (1) ON PREMISES SOFTWARE WILL NOT EXCEED 2 TIMES THE FEES PAID TO INFOR FOR THE ON PREMISES SOFTWARE GIVING RISE TO THE LIABILITY; AND (2) SUPPORT WILL NOT EXCEED 2 TIMES THE FEES PAID TO INFOR FOR THE SUPPORT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE SUPPORT GIVING RISE TO THE LIABILITY.

B.   EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO THE EXCLUDED LIABILITIES, AND AS FAR AS, AND WITHIN THE LIMITS, PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES AND/OR INFOR'S THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT, 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; (II) DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THE AGREEMENT RESULTING FROM A PARTY'S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION (D) BELOW; AND (III) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF INFOR'S INTELLECTUAL PROPERTY RIGHTS.

D.   UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION. WITH RESPECT TO DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THE AGREEMENT RESULTING FROM A PARTY'S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES AND/OR INFOR'S THIRD PARTY LICENSORS, 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. 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.

E.   WILLFUL MISCONDUCT AND GROSS NEGLIGENCE. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

9. <u>Audit Rights</u>. Infor may audit the records and systems of Customer to ensure compliance with this Order Form under the confidentiality provisions of the Agreement. Infor will notify Customer in writing at least 10 business days prior to any such audit. Any such audit will be conducted during Customer's regular business hours and will not interfere unreasonably with Customer's business activities. Infor may audit Customer no more than once in any 6 month period. If an audit reveals that Customer is beyond the scope of the license granted herein, then Customer will promptly pay Infor the underpaid license fees therefore and associated fees for Support, based on any valid price option then in effect in the Order Form for additional usage, or, if none, Infor's then current rates for such usage.

10. <u>Insurance</u>. Infor will maintain insurance coverage as referenced in the Agreement so long as Customer is current on Support.

11. <u>Compliance with Laws</u>. The term "Cloud Services" in Section 18 shall be interpreted for purposes of this Exhibit to mean "On Premises Software and Support".