



Infor Hardware Terms and Conditions

Hardware Terms and Conditions:

1. Order. Infor will furnish to Licensee and Licensee will accept and pay for the Terminal Equipment (defined below) identified in an Order Form. Order Forms accepted by Infor are subject to the availability of the Terminal Equipment.
2. Terms. If applicable, all software that is embedded in the Terminal Equipment purchased in an Order Form shall be licensed subject to the terms of a separate agreement with the Licensor ("License Terms"). Licensee shall look solely to Licensor for performance of any terms, conditions and/or remedies arising under or pursuant to the License Terms.
3. Terminal Equipment. The Order Form may list items of standard equipment that Infor is furnishing to Licensee under the Agreement including, without limitation a touch-screen point of sale ("POS") terminal, a thermal receipt printer and a magnetic card swipe reader (the "Standard Terminal Equipment"). If Licensee has agreed to have Infor install equipment in addition to the Standard Terminal Equipment (the "Additional Terminal Equipment"), it is also listed in the Order Form. As used in this Agreement, the term "Terminal Equipment" means the Standard Terminal Equipment and the Additional Terminal Equipment. As part of Licensee's Terminal Equipment purchase, Infor will pass through to Licensee any transferable Terminal Equipment warranties, indemnities and remedies provided to Infor by the manufacturer, including any warranties and indemnities for intellectual property infringement. To the extent permitted by law, notwithstanding anything to the contrary, Infor provides no indemnities and makes no other warranty, express or implied with respect to the Terminal Equipment, including without limitation, any warranty of merchantability, fitness for purpose or non-infringement. Unless listed in the Order Form, Infor will not install Licensee provisioned equipment or other POS equipment.
4. Price. Unless otherwise specified in the Order Form: (a) all prices, quotations, shipments and deliveries by Infor are F.O.B. Infor's or Infor's order fulfillment vendor's shipping point; and (b) all transportation and other charges shall be paid by Licensee, including any increase or decrease in such charges prior to shipment.
5. Delivery, Shipping Point. Infor shall endeavor to deliver the Terminal Equipment at the time agreed by the parties, however, if for any reason shipment or delivery shall be delayed, Infor shall not be responsible for any losses or damages sustained by Licensee or any other person except to the extent caused by Infor or its employees or agents. Infor reserves the right to ship all or any part of the Terminal Equipment from any location. In addition, Infor may drop ship directly to Licensee from Infor's order fulfillment vendor.
6. Transportation. Infor will use reasonable efforts to comply with Licensee's requests as to method of transportation for shipping the Terminal Equipment, provided, however, that if the method specified by Licensee is deemed by Infor to be unavailable or otherwise unsatisfactory, Infor reserves the right, in its reasonable discretion, to use an alternate method of transportation notwithstanding that such method may be at a higher cost to Licensee,. In any such case, Infor shall promptly notify Licensee of any such change. Failure to notify Licensee of such change shall not release Licensee from its obligation to remit payment for transportation charges. All shipments from Infor shall be shipped insured for replacement value and Licensee shall pay for the shipping insurance costs.

7. Repair /Replacement Service. During the Initial Subscription Term. Infor will, at Licensee's request, facilitate repair or replacement of the Terminal Equipment in accordance with the applicable manufacturers' warranty (which, for the avoidance of doubt, may expire prior to the expiration of the Initial Subscription Term). Although Infor makes commercially reasonable efforts to meet the response timelines specified on its website, they are not guaranteed. Hardware not covered under the manufacturer's Advance Exchange Program Warranty will be replaced under the terms of the manufacturer's Depot warranty.

8. Operational Requirements. To install and operate the Infor POS system and integrated peripherals, Licensee must prepare Licensee's location in accordance with the networking requirements described in the network set up diagrams and documents supplied by Infor during implementation. It is the Licensee's sole responsibility to complete all network preparation for the Infor solution, including establishing an appropriate Wi-Fi environment if Licensee is deploying Wi-Fi POS or peripherals.

9. Access. To access and use the Terminal Equipment or the Subscription Services Licensee must provide and maintain at Licensee's expense a computer system and operating system software meeting the requirements set by Infor from time-to-time, as well as high speed internet access, plus, for training and support purposes, a separate simultaneously available telephone line.

10. Remote Activation. If applicable, Licensee must work with Infor to remotely activate the Subscription Software, provision training, confirm operability of the Terminal Equipment and access to the Subscription Software. Licensee must also provide all required information and authorizations necessary to complete the creation of Licensee's database and access the Licensee's equipment and systems associated with the Subscription Services. Licensee hereby confirms Infor's right to remotely access the Terminal Equipment, Licensee's POS equipment (if applicable) and Licensee's systems associated with the Subscription Services in relation to the provision of the Subscription Services (which includes without limitation, support, configuration management, trouble shooting, responding to notification and alerts, etc.).

11. Title and Risk of Loss. Title to the Terminal Equipment shall vest in Licensee upon full payment of Infor's invoice for such Terminal Equipment. Until full payment, Licensee shall not be entitled to sell, transfer, lease, assign by way of security or otherwise deal in or encumber the Terminal Equipment. Risk of loss with respect to the Terminal Equipment shall pass to Licensee upon delivery to the carrier at the F.O.B. place of shipment.

12. Title to the Terminal Equipment Software. Title to any software provided with or embedded in the Terminal Equipment will remain with the applicable licensor(s).

13. Limited Remedies. LICENSEE'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM ARISING OUT OF THE PURCHASE OF TERMINAL EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING OUT OF ANY ALLEGED DEFECT IN ANY TERMINAL EQUIPMENT, SHALL BE, AT INFOR'S SOLE OPTION, REPAIR OR REPLACEMENT OF SUCH TERMINAL EQUIPMENT OR REFUND OF THE PURCHASE PRICE ACTUALLY COLLECTED BY INFOR FOR SUCH EQUIPMENT, IN EACH CASE IN ACCORDANCE WITH THE APPLICABLE MANUFACTURER'S WARRANTY.