

TERMS AND CONDITIONS OF PURCHASE

1. **ENTIRETY OF TERMS.** These terms and conditions ("Agreement") are attached to the cover purchase order, including all statements of work, specifications, designs, drawings, samples and other documentation applicable thereto ("**PO**") issued to you ("**Vendor**") from the Purchaser entity specified on cover purchase order ("**Purchaser**" or "**Infor**" as referred to herein), and are the only terms and conditions governing the PO and any other orders. By accepting the PO and other orders and performing thereunder, Vendor acknowledges and agrees that this Agreement shall govern and prevail unless otherwise agreed to in writing and physically signed or electronically signed (e.g., through DocuSign) by both Purchaser and the Vendor. As used herein "**Affiliate**" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Purchaser. "**Control**" as used herein means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2. **ORDERS.** Vendor shall confirm the PO within 2 (two) business days of receipt thereof ("**Confirmation**") including with respect to the price, quantities, schedule, specifications, of the goods or services ordered ("**Goods**" or "**Services**" as applicable). In the event Vendor does not provide Purchaser with Confirmation as specified above, the PO shall be deemed accepted by Vendor for all purposes. Additional or conflicting terms of any other document (including, without limitation, any Confirmation or other acknowledgement) shall be null and void and without effect on either party. If there are any discrepancies between the PO and the Confirmation, the terms of the PO shall prevail for all purposes unless Vendor indicates the PO is rejected by Vendor. Purchaser reserves the right, at Purchaser's sole and absolute discretion, to cancel purchase of the Goods or Services listed on the PO or any part thereof, without any consequence or liability whatsoever.

3. **PACKAGING.** (i) Vendor shall attach to the Goods invoices, packing lists and all other relevant documentation ("**Documentation**"). In the event that any of the Documentation is missing upon delivery, Purchaser reserves the right to postpone receipt of the Goods and the payment therefor. (ii) The Goods shall be packed in materials that are new and original, sealed and/or otherwise in conformity with best commercial practices regarding shipment of goods of the type included in this PO. All costs related to packing, crating, or storage are included in the purchase price detailed in the PO.

4. **DELIVERY.** Unless otherwise specified, Goods shall be delivered DDP (Incoterms 2010) to the location as specified on the PO ("**Delivery**"). Title to the Goods shall transfer upon Delivery. Unless otherwise specified in writing by Purchaser, Purchaser will not accept any partial shipments and Purchaser reserves the right to return all Goods included in such partial shipment. Vendor shall bear all expenses incurred with respect to such rejected partial shipment. Purchaser shall be under no obligation to accept quantities in excess of those included in the PO and reserves the right to return such excess Goods at Vendor's expense.

5. **CHANGES.** Purchaser shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, Purchaser and Vendor shall mutually agree on an equitable adjustment and the purchase order shall be modified in writing accordingly. Vendor agrees to accept any such changes subject to this paragraph.

6. **PAYMENT TERMS.** Vendor shall render invoices upon Delivery of Goods and/or completion of Services, and in the case of Services when such has been performed to the satisfaction of Purchaser. The Goods and Services shall be delivered free from all claims, liens, and charges whatsoever and in full accordance with the PO specifications. Purchaser shall pay Vendor for all undisputed invoices according to the payment terms and currency stated on the PO.

7. **INSPECTION/TESTING.** Payment for the Goods and Services delivered under the PO shall not constitute acceptance thereof. Purchaser shall have the right to inspect such Goods and Services and to reject any or all of said Goods or Services that are in Purchaser's judgment defective or nonconforming. Goods rejected and Goods supplied in excess of quantities called for in the purchase order may be returned to Vendor at its expense and in addition to Purchaser's other rights, Purchaser may charge Vendor all expenses of unpacking, examining, repacking and reshipping such goods. In the event Purchaser receives Goods whose defects or nonconformity is not apparent on examination, Purchaser reserves the right to require replacement as well as payment of damages. Nothing contained in the PO shall relieve in any way the Vendor from the obligation of testing, inspection and quality control.

8. **QUALITY.** (i) Goods: All Goods shall be new and of original manufacture (unless otherwise specified in a PO). Vendor also warrants that: (a) any Goods or Services provided hereunder do not contain any time bombs, viruses, locks, drop-dead devices, malicious logic, worms, Trojan horses, bugs, errors, defects or trap doors, backdoors and the like, capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with, or otherwise harming the Goods, Purchaser products, any computer, network, data or other electronically stored information, computer programs or systems, and (b) any Goods provided to Purchaser hereunder do not and will not contain any open source code.

(ii) Services: All Services will be performed: (a) as requested by Purchaser at such times and places as directed solely by Purchaser and as more particularly described in the PO and (b) in a professional and ethical manner, with due care and integrity, by qualified personnel in conformance with industry standards and the specifications as stated in the PO. Vendor shall be responsible for all acts, omissions, negligence, and misconduct of its personnel.

9. **WARRANTY.** Vendor warrants that all Goods and Services supplied hereunder: (i) shall conform to the requirements applicable to the PO; (ii) shall perform as specified, including but not limited to any technical specifications, drawings or other documents, and/or any other applicable quality standards set forth in a quotes or proposals exchanged between the parties; (iii) are free from any defect in material, design, workmanship; (iv) to the extent that Vendor knows or has reason to know of the purpose for which the Goods are intended, will be fit for such purpose; (v) shall be deemed to permit Purchaser and its Affiliates and their respective employees, agents, contractors and customers as authorized end users; (vi) shall be provided with appropriate administrative, physical, and technical safeguards designed to protect the security of any Purchaser data in accordance with the Security Standards set forth in Exhibit 1 attached hereto and incorporated herein; and (vii) shall comply with all applicable laws and regulations (including without limitation any applicable Executive Orders or laws or legislation relating to data privacy). Vendor further agrees that: (a) it shall (i) only use any Vendor personal data to fulfill its obligations to provide Services and (ii) treat all personal data as Confidential Information of Vendor; and (b) due to the fact that Vendor is certified under the EU-U.S. Privacy Shield and U.S.-Swiss Safe Harbor compliance frameworks, then to the extent that the use of any Services involves the use, collection, and transferring of EU or Swiss personal data, Vendor agrees to apply the same or greater level of protection as required by the Principles under the relevant Privacy Shield or Swiss

Safe Harbor Framework. Details about the requisite Principles under these frameworks can be found at <http://2016.export.gov/safeharbor/swiss/index.asp> and <https://www.privacyshield.gov>. If Vendor is unable to meet these obligations at any time, Vendor must immediately notify Infor and cease its processing of EU or Swiss personal data. Vendor must also adhere to the data transfer, deletion, or destruction protocol set forth by the customer upon receipt of such notice. Vendor undertakes to: (a) provide full refund, credit or replacement (as directed by Purchaser) in the event of Goods or Services not conforming to any of the warranties set forth herein above for the duration of a 24 month period from Delivery, unless a longer warranty period is provided for elsewhere; (b) correct non-compliance of the Goods or Services within 48 hours from written notice by Purchaser; and (c) indemnify and hold Purchaser harmless of and from all losses, liability, damages and expenses of any nature, including reasonable attorney's fees, which may be sustained or claimed by or in the name of or against Purchaser arising out of Vendor's breach of this PO, including, without limitation, any breach of the foregoing warranties.

10. **SUPPORT.** Goods will be returned to Purchaser within 3 business days from the receipt thereof by Vendor and shall be accompanied with a full report of repairs made and tests performed. In case Goods are "Dead on Arrival" ("**DOA**") and returned to Vendor within 90 days of the original delivery date, they will be replaced within 1 business day with new Goods. Freight expenses of DOA Products will be borne by Vendor. For Goods under Warranty, Purchaser will bear freight expenses of shipment to Vendor and Vendor will bear freight expenses of shipment to Purchaser. For Goods out of Warranty, Purchaser will bear freight expenses to and from Vendor.

11. **3RD PARTY INTELLECTUAL PROPERTY.** Vendor represents and warrants that it has the right to enter into this Agreement and to perform all its obligations, and that it has all intellectual property rights necessary to provide the Goods to Purchaser for use by Purchaser and/or marketing, distribution, resale and transfer to and use by third parties. Vendor further represents and warrants that such Goods are sold to Purchaser without restriction, and that the resale of those Goods by Purchaser to Purchaser customers, partners and other parties shall not infringe any third party rights. Vendor agrees to defend, indemnify and hold harmless Purchaser, its Affiliates and their respective successor, assigns, shareholders, directors, officers, employees, agents, customers and all persons claiming against or in the name of either Purchaser or any of its Affiliates ("**Claimant**") from and against any and all claim, action, or proceeding ("**Claim**"), with respect to any loss, liability, damage and expense of any kind that may be assessed or incurred in any such Claim, including without limitation attorneys' fees ("**Damages**"), by reason of actual or alleged infringement direct, contributory or active inducement infringement of any patents, trade secrets, copyrights or trademark rights arising in any way out of or connected with the PO or any subsequent orders, including without limitation by reason of the manufacture, delivery, use or sale of Goods or Services supplied under this Agreement ("**Infringement**"). Vendor undertakes to defend, at its own expense, any Claim of Infringement that may be brought against any and all Claimants, and to pay all Damages connected to or resulting from a Claim. This provision shall apply without regard to any Claim being ultimately determined to have been unjustified or unfounded. Notwithstanding the foregoing, if Vendor fails to diligently defend any such Claim, Purchaser shall have the right to defend and settle the Claim in such a manner Purchaser deems appropriate, at the cost and expense of Vendor. Vendor shall promptly reimburse Purchaser for all such costs and expenses upon written request thereof.

12. **INTELLECTUAL PROPERTY.** Unless otherwise agreed to in writing by the parties, Infor shall own exclusively all right, title, and interest, including without limitation, all proprietary rights inherent therein or appurtenant thereto, to any and all data, materials, work product, and deliverables (including without limitation, specifications, technical manuals, flow charts and software) created or provided by Vendor or on Consultant's behalf, either solely or jointly with Infor in connection with the provision of Services to Purchaser pursuant to any PO (collectively, the "**Purchaser Materials**"). Vendor hereby acknowledges and agrees that the Purchaser Materials are a work-for-hire such that Infor shall own all right, title and interest in Purchaser Materials and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith; and to the extent that the Purchaser Materials cannot be considered a work-for-hire or Vendor otherwise retains any right, title or interest in the Purchaser Materials, Vendor hereby irrevocably assigns to Purchaser all of its right, title and interest in the Purchaser Materials and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith. Vendor shall, upon request, execute and deliver such assignments and other documents that Purchaser may reasonably request to perfect Infor's ownership of the Purchaser Materials.

13. **MARKS.** Consultant acknowledges and agrees that all Infor's patents, trademarks, trade names and service marks are and shall remain the sole property of Infor and may not be used by Consultant without Infor's prior written consent.

14. **EXPORT.** Vendor will identify and procure at its own expense all applicable licenses or permits and any government approval necessary for the importation or exportation of the Goods. Vendor shall provide Purchaser with information and assistance as may reasonably be required in connection with executing import, export, sales, and trade programs, including but not limited to, Manufacturer's Affidavits, Harmonized Tariff Schedule, Export Control Classification Number, and qualification information (e.g. origin). Vendor shall provide such information to Purchaser at the time of initial delivery of the Goods to Purchaser, and shall provide Purchaser with revised information as and when any such information changes. Vendor shall comply with all applicable export control laws and regulations in the provision of the Goods to Purchaser and/or to any third-party indicated by Purchaser. In the event: (i) Vendor breaches any of the foregoing, (ii) Vendor is unable to timely obtain any required export licenses or authority, (iii) Purchaser is unable to timely obtain any export licenses or authority it determines are required, or (iv) Purchaser determines that the export control restrictions on the Goods, or on Purchaser's product after incorporation of the Goods, will have a material adverse effect on Purchaser's ability to sell its product or service, Purchaser may, without liability to Vendor, exercise any or all of the following remedies: (a) refuse acceptance of any Good, and (b) cancel any PO.

15. **TAXES.** Purchaser is responsible for payments of taxes, duties, and other expenses related to the purchase of Good and Services. In the jurisdictions where Vendor is registered, Vendor will add the applicable tax amounts to the invoices. The prices included in the PO are exclusive of any and all tax or similar deductions that may be required by law. Notwithstanding the foregoing, if taxes are required to be withheld by law on payments required hereunder, Purchaser may deduct such taxes from the amount owed Vendor and pay such withholding taxes to the appropriate tax authority. Purchaser is not required to make an increased payment to Vendor due to any withholding tax, but shall secure and deliver to Vendor an official receipt for any such taxes withheld or other documents reasonable requested by Vendor. Vendor shall be responsible for the payment of any and all of its own income taxes and income tax withholding.

16. INFORMATION SECURITY, CONFIDENTIAL INFORMATION All information, whether in written, oral or digital, whether being stored, accessed or transmitted to Vendor under this Agreement, the terms and conditions of this Agreement, and any information concerning a Purchaser customer or partner ("**Information**") must be protected against known risks found within the Vendor organization. These requirements must be outlined in the Vendor information security policy, and such policy must be no less protective of Purchaser's Information than Purchaser's internal information security policy. Risks must be constantly managed by Vendor to ensure that they are enforced. Vendor will regard all Information as confidential and proprietary to Purchaser and will not, without prior written consent from Purchaser, disclose any Information. Vendor shall take all necessary precautions to ensure that all of its employees and employees of its subcontractors treat the Information as confidential and do not impact the confidentiality, integrity and availability of such Information through willful actions or negligence. In the event of a compromise, the Vendor will notify Purchaser within 24 hours and provide input and assistance in preventing any further damage and investigating the extent of the compromise and providing full cooperation during the investigation. Information will at all times remain property of Purchaser, and shall not be reproduced by Vendor in any manner except as required for performance under this PO.

17. LIMITATIONS ON LIABILITY. NEITHER PURCHASER, ANY AFFILIATE, NOR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, SHALL BE LIABLE FOR (I) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, DATA OR GOODWILL, REGARDLESS OF THE CAUSE OF ACTION OR WHETHER PURCHASER HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR (II) ANY DAMAGES OF ANY KIND (INCLUDING DIRECT DAMAGES) SUFFERED BY THIRD PARTIES. VENDOR'S SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE IN THE AGGREGATE LIMITED TO ACTUAL DIRECT DAMAGES NOT IN EXCESS OF THE TOTAL FEES ACTUALLY PAID BY PURCHASER UNDER THE PO GIVING RISE TO PURCHASER'S LIABILITY. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF ESSENTIAL PURPOSE OR OF CONSIDERATION.

18. NON-WAIVER: Purchaser's failure at any time to require strict performance by Vendor of any of the provisions herein shall not waive Purchaser's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Purchaser shall not be deemed to have waived any rights hereunder unless a written waiver is signed and executed by a duly authorized officer of Purchaser.

19. GOVERNING LAW. This PO shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to its conflicts of law principles, and shall be subject to the exclusive jurisdiction of courts of competent jurisdiction in New York, New York. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties.

20. INSURANCE. In the event that Vendor's obligations hereunder require or contemplate performance of services by Vendor's employees or agents, or persons under contract to Vendor, the Vendor agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Purchaser. Vendor shall maintain all necessary insurance coverages including public liability and Workers Compensation Insurance. Vendor shall indemnify and save harmless and defend Purchaser from any and all claims of liabilities arising out of work covered by this paragraph.

21. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

22. Vendor's shall remain at all times primarily responsible for the acts and omissions of any subcontractor and shall retain any such liability and responsibility under these terms and conditions as if such subcontracted activities were performed by Vendor. Vendor shall not subcontract any of its obligations hereunder to any Competitor of Purchaser or any Affiliate thereof.

23. REVIEW BY COUNSEL. The parties hereto acknowledge and agree that: (i) each party and its counsel had the opportunity to review and negotiate the terms and provisions of this Purchase Order to contribute to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of these terms and conditions; and (iii) these terms and conditions shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of these terms and conditions.

Exhibit I
Security Standards

1. Security Controls and Safeguards
 - 1.1. Vendor will comply with all applicable privacy and data security laws and regulations governing its use, processing and storage of Infor data.
 - 1.2. During the Agreement term, Vendor shall maintain a security program materially aligned with applicable industry standards designed to ensure the security, confidentiality and integrity of Infor data and protect against unauthorized disclosure or access of Infor data. Such security program shall include the implementation of administrative, technical and physical safeguards appropriate for the type of information that Vendor processes and the need for security and confidentiality of such information.
 - 1.3. Vendor implements controls aligned to industry standards intended to keep Infor data secure and throughout the Agreement term shall maintain security measures designed to: (i) protect the security of Vendor systems which interact with Infor data; (ii) protect against any anticipated threats or hazards to the security or integrity of Vendor systems which interact with Infor data and (iii) protect against unauthorized access to or use of Vendor systems which interact with Infor data that could result in harm to Infor's users of the Services.
 - 1.3.1. Vendor maintains access controls which include, but are not limited to, the following:
 - 1.3.1.1. Limiting access to its information systems and the facilities in which they are housed to properly authorized persons;
 - 1.3.1.2. Access by Vendor personnel to Infor data is removed upon termination of employment or a change in job status that results in the personnel no longer requiring access to Infor data;
 - 1.3.1.3. System passwords conform to strong password standards (9 characters minimum) that include length, complexity and expiration. A maximum of ten (10) password attempts can be made, after which access is blocked until the password is reset by authorized personnel.
 - 1.4. Vendor encrypts access to Infor data during transmission over the Internet.
 - 1.5. Vendor monitors its network and production systems and implements and maintains security controls and procedures designed to prevent, detect and respond to identified threats and risks. Such monitoring and testing includes, but is not limited to, the following:
 - 1.5.1. Employing an industry standard network intrusion detection system to monitor and block suspicious network traffic;
 - 1.5.2. Reviewing access logs on servers and security events and retaining network security logs for 180 days;
 - 1.5.3. Reviewing privileged access to production systems;
 - 1.5.4. Performing network vulnerability assessments on a regular basis. Scans will be performed using industry standard scanning tools that identify application and hosting environment vulnerabilities. Vendor shall maintain a vulnerability remediation program.
 - 1.5.5. Engaging third parties to perform network penetration testing on at least an annual basis.
 - 1.6. Vendor shall ensure that:
 - 1.6.1. All endpoints run an anti-virus solution and apply timely signature updates;
 - 1.6.2. All critical, exploitable vulnerabilities are patched in a timely manner.
2. Uses and Disclosures of Infor data. Vendor will not use or disclose Infor data except as necessary to provide the Services.
3. Audit
 - 3.1. Vendor will obtain attestation reports related to its information security program (SSAE 16, SOC2 or an equivalent report) at least annually and keep such reports for at least three (3) years following each attestation.
 - 3.2. Vendor acknowledges that Infor may be subject to regulation and audit by governmental and/or regulatory authorities or standards organizations under applicable laws, rules and regulations. If any such entity exercises its right to audit Infor, Vendor shall provide reasonable assistance by allowing inspection, on Vendor's premises, of relevant documents or records. In lieu of an audit, Infor may request Vendor provide to Infor a copy of an attestation report by an independent third-party auditor.
4. Security Awareness and Training. Vendor requires annual security and privacy training for all personnel with access to Infor data.
5. Background Checks. Vendor shall perform a criminal background check on any employee performing Vendor Services under the Agreement.
6. Business Continuity and Disaster Recovery
 - 6.1. Vendor has policies and procedures in place for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic, and natural disaster) that could damage Infor data or production systems that contain Infor data.
 - 6.2. Vendor's data protection, high availability, and built-in redundancy are designed to ensure application availability and protect information from accidental loss or destruction. Vendor's Disaster Recovery plan incorporates geographic failover between its U.S. data centers. Service restoration is within commercially reasonable efforts and is performed in conjunction with a data center provider's ability to provide adequate infrastructure at the prevailing failover location.
 - 6.3. Vendor relies on reputable data center providers' multiple levels of power redundancy, uninterrupted power supply (UPS) and backup power for Vendor's system containing Infor Data. The power systems of the data centers processing Infor data are designed to run uninterrupted during a total utility power outage, with every server receiving conditioned UPS power. The UPS power subsystem is redundant, with instantaneous failover if the primary UPS fails.
 - 6.4. Data center facilities containing Infor Data have advanced fire suppression systems and redundant heating, ventilation and air conditioning systems providing appropriate and consistent airflow, temperature and humidity levels.
 - 6.5. Backup and Recovery. Data center facilities in the U.S. utilize snapshot and data mirroring capabilities. Backup data is not transferred cross border. The integrity of local backups is tested monthly by restoring a complete database from a selected snapshot copy to test systems and validate the data integrity. This process is also undertaken for offsite backups on a quarterly basis.
 - 6.6. Network and Storage Redundancy. Every component in the SaaS infrastructure is designed and built for high availability. All network devices, including firewalls, load balancers, and switches are fully redundant and highly-available. High availability for Internet connectivity is ensured by multiple connections in each data center to different ISPs.