infor

Service Level Agreement - NEXUS

This Service Level Agreement describes the service level indicators and the required service levels applicable to the Cloud Services and forms an integral part of the Order Form. In the event of a conflict between the terms and conditions of the Order Form and the provisions of the Service Level Agreement, the provisions of the Service Level Agreement shall govern and control.

AVAILABILITY

- "Availability" (ie when the Application is accessible) is calculated as the

  total minutes in a month less the number of (Scheduled Maintenance Minutes plus Downtime Minutes) in that month

  divided by

  total minutes in a month less the number of Scheduled Maintenance Minutes in that month.

  This result is then multiplied by 100, so that Availability is expressed as a percentage.

- "Downtime Minutes" means the number of minutes in a month when the production tenant of the Application was not available. Scheduled Maintenance Minutes or Excluded Minutes (as defined below) are not considered Downtime Minutes.

- "Scheduled Maintenance Minutes" means the total minutes in a month associated with maintenance windows.

Customer is entitled to Service Level Credits as provided below if the Availability in a month does not equal or exceed 99.7%.

Availability	**Service Level Credit** (% of the monthly prorated Subscription Fee)
99.699% - 99.000%*	5%
98.999% - 98.500%	15%
98.499% - 95.000%	25%
Below 95.000%	35%

Service Level Credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent pro-rated fee. For example, a 5% Service Level Credit on an annual Subscription Fee shall be 5% of 1/12 of the annual Subscription Fee. Service Level Credits shall be applied to Customer's next Subscription Fees invoice or, if Customer has paid the final invoice under this Agreement, shall be paid to Customer within thirty (30) calendar days following the determination that the credit is due. Service Level Credits are only available for production environments.

In the event Availability for the production environment falls below 95% for any three (3) consecutive months or any four (4) months in a rolling twelve (12) month period (a "Triggering Event"), Customer may, within sixty (60) days of such Triggering Event, terminate the affected Order Form, in which case, in lieu of Service Level Credits (not already applied), Customer shall receive a refund, on a pro rata basis, of any prepaid Subscription Fees applicable to the unused portion of the then-current Subscription Term following the effective date of termination of the Order Form.

The foregoing remedies are the exclusive remedies and are in lieu of all other remedies for failure to achieve applicable Availability targets.

Infor shall provide Customer a report of Availability for a month if, within thirty (30) days after the end of that month, Customer provides a written request for such report to its assigned Customer Success Manager (CSM) or logs a case online via the Infor Customer Portal via Infor Concierge, located at **https://concierge.infor.com/**, specifying the date and duration of the period of unavailability

. Once a report of Availability is provided to Customer, Customer has thirty (30) days to request a Service Level Credit (which request must be made in writing); upon receipt of such request, Infor will promptly discuss the report, and the request for Service Level Credits, with Customer.

For Purposes of Availability, any minutes of unavailability caused by any of the factors below (“Excluded Minutes”) do not count as Downtime Minutes.

- Outages due to Force Majeure Events;
- Outages attributable to the acts or omissions of Customer or its contractors, vendors (other than Infor) or Authorized Users;
- Periods of down-time at Customer’s request;
- Outages that result from Customer’s equipment, software, or other technology and/or third party equipment outside of Infor’s control;
- Extensions or interfaces deployed via the standard user interface or tools included in the generally available Application;
- Customizations;
- Performance degradation due to Customer’s use of the Application in excess of the scope of Customer’s usage restrictions.

Limiting of access to the Application. In the event of excessive demand, Infor may queue or prioritize requests to maintain system performance for all Customers without limiting Availability, provided the foregoing does not relieve Infor from its obligations of supplying adequate computing infrastructure for the Application. Infor will restrict a limitation in time and scope to the extent reasonably possible under the circumstances.

SCHEDULED MAINTENANCE

The Application is subject to regularly scheduled monthly maintenance windows for which Customer will be given at least seventy-two (72) hours advance notice as described in the SaaS delivery guide (available at all times through the Infor Customer Portal via Infor Concierge). An annual maintenance window calendar is accessible through the Infor Customer Portal, which is updated from time to time. In standard operating conditions, each instance of a scheduled maintenance window is estimated to extend up to six (6) hours. While most of Infor’s maintenance can be completed during regularly scheduled maintenance windows, in some urgent situations, maintenance must be performed outside of the scheduled maintenance windows (critical maintenance) to help maintain the integrity and security of the Application. In such cases, Infor will provide Customer’s subscribed contact (through the Customer Portal) as much advance notice of the critical maintenance as is technically feasible. Infor also performs maintenance not resulting in downtime from time to time, including outside of scheduled maintenance windows.

BACKUPS, BUSINESS CONTINUITY/ DISASTER RECOVERY PLAN

Infor maintains a written business continuity plan (“BCP”) designed to allow Infor to continue to provide access to the Application without material interruption in the event of a business disruption. Infor performs regular back-ups (weekly for full back up, daily for differentials) of Customer Data and periodically (no less than annually) tests its disaster recovery procedures in order to help maintain its ability to meet the following disaster recovery service level objectives. Relevant BCP controls are audited on an annual basis and reviewed within third party System and Organization Controls reports which reports are available to Customer through the Infor Customer Portal. Backups are replicated to geographically dispersed data centers within the same region where the Application is provisioned. The Infor disaster recovery process supports the full production environment. Infor initiated backups are exclusively for data recovery in the event of data loss (ie., are not intended to meet Customer’s internal or legal data retention requirements) and restore requests can be raised by Customer through support cases.

- Recovery Point Objective: The Recovery Point Objective (“RPO”) is the acceptable amount of data loss measured in time and is the point in time to which data will be recovered. The service levels include an RPO of up to one (1) hour.

- Recovery Time Objective: The Recovery Time Objective (“RTO“) is the duration of time within which access to the Application will be restored after declaration of a disaster. The disaster recovery server will be operational within an RTO of twelve (12) hours.