



Infor Professional Services Terms and Conditions

The following terms shall apply to any Professional Services included in the Subscription Services or performed subject to a Work Order:

(a) Definitions:

(i) "Professional Services" means software-related professional services, including but not limited to consulting, installation, setup, configuration, customization, testing and training that Infor may provide to Licensee in connection with the Subscription Software or Subscription Services as contemplated by this Order Form and/or any Work Order.

(ii) "Professional Services Fees" means the fees for the Professional Services as set forth in this Order Form or an applicable Work Order.

(iii) "Work Order" means a mutually agreed upon statement or work, services work order or other written instrument which shall contain without limitation, a description of the Professional Services, and the rate(s) on which the Professional Services Fees are based. Where an Order Form contains a description of Professional Services, the applicable section of such Order Form shall be deemed to be the Work Order for such Professional Services.

(b) Work Orders. Infor shall provide Licensee with Professional Services as set forth in one or more Work Orders. Infor is under no obligation to perform any Professional Services other than pursuant to a Work Order.

(c) Work Product. Unless otherwise specifically stated in a Work Order, Infor owns and will own all right, title and interest to the Professional Services and any work product generated from the Professional Services ("Work Product"). Subject to the terms and conditions of the Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable right to use the Work Product for Licensee's own, internal use in connection with its use of the Subscription Software and Subscription Services. Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

(d) Limited Professional Services Warranty and Remedy for Breach. Infor warrants to Licensee that, for the period beginning on the date of the applicable Work Order and continuing for ninety (90) days after the completion of the Professional Services pursuant to that Work Order, Infor will (i) render all Professional Services under such Work Order with reasonable care and skill, (ii) perform the Professional Services as detailed in the applicable Work Order, and (iii) any deliverable provided pursuant to a Work Order will conform with the Professional Services specifications as detailed in the applicable Work Order. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Professional Services in compliance with the foregoing warranty. If, despite its reasonable efforts, Infor is unable to provide Licensee with Professional Services in compliance with the foregoing warranty, then, subject to the Limitation of Liability set forth in the Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited Professional Services warranty.

(e) Professional Services Fees: Licensee shall pay Infor the Professional Services Fees plus any applicable taxes. Unless otherwise stated in the applicable Work Order, Professional Services Fees are on a time and materials basis. At Licensee's request, the Work Order may include an estimate of Professional Services Fees, but unless expressly agreed in the Work Order, such estimate shall not be binding or convert the Work Order into a fixed price contract with respect to such Professional Services. Licensee shall reimburse Infor for actual travel and living expenses that Infor incurs in providing the Professional Services as well as any expenses incurred in connection with accessing Licensee's facilities, networks, systems or equipment. Unless otherwise stated in the applicable Work Order, Infor will invoice Licensee for all Professional Services Fees, applicable taxes and expenses on a [bi-weekly] basis, as Infor renders the Professional Services or incurs the expenses. Invoices for Professional Services Fees shall be payable in accordance with the terms of this Order Form.