

Infor Opportunity Referral Program Terms of Agreement for Partners

By clicking on the acceptance box, you agree that your company ("**Referring Company**") will comply with the terms of the Infor Referral Program (the "**Program**"), including the Infor Referral Program Terms of Agreement for Partners identified herein (collectively, the "**Terms**"), and represent that you are authorized to bind Referring Company to the Terms and that Referring Company understands and agrees to the Terms. This Program is offered by Infor at Infor's sole discretion, and Infor retains the right to cancel, modify or delete this Program at any time.

1. Definitions.

- a. "**ACV**" means the total amount of committed recurring subscription fees value, excluding any one-time fees, Costs, and any non-standard recurring third-party incremental fees associated with the SaaS Transaction, divided by the number of years in the committed subscription term.
- b. "**Costs**" means costs, fees, royalties, expenses and any other amounts paid or payable to third parties or otherwise incurred by Infor in connection with an Order, including, without limitation, third party fees (including fees for third party products embedded in or licensed with Infor software products), royalties, commission payments, and any applicable tax amounts imposed by any competent taxing authority in connection with such Order.
- c. "**Infor**" means Infor, LLC. and/or its direct or indirect subsidiaries.
- d. "**Lead**" and "**Eligible Lead**" have the meanings specified in Section 3 herein.
- e. "**Order**" means the **first** mutually signed order form or other ordering document between an Eligible Lead and Infor documenting a SaaS Transaction that meets the criteria outlined herein.
- f. "**SaaS Transaction**" means a transaction whereby an Eligible Lead agrees to pay Infor a recurring subscription fee to access an Infor software product offered on a software-as-a-service basis (a "**SaaS Product**"), as designated by Infor.

2. Referral Fee if Eligible Lead Enters into an Order.

- a. If Referring Company meets the eligibility requirements specified herein and an Eligible Lead referred by Referring Company enters into an Order for a SaaS Transaction, the referral fee payable to Referring Company is 15% of the ACV received by Infor under the first year of such Order. Referring Company agrees that the Infor entity that will pay such referral fee and the Referring Company entity that will receive such referral fee hereunder will be as determined by Infor. The referral fee will be initiated once Infor has collected and recognized that amount in accordance with Infor's then-current revenue recognition policies.
- b. For avoidance of doubt, no referral fee will be payable for any fees other than SaaS Transaction subscription fees that Infor has collected and recognized in accordance with Infor's then-current revenue recognition policies. Additionally, only SaaS Transaction subscription fees that are contractually committed under the Order are eligible for payment hereunder (i.e., fees from subsequent orders, changes in scope or amendments are excluded).
- c. Any referral fee payable hereunder in connection with an Order for a SaaS Transaction will be paid after Infor's receipt of the first year of such Order.
- d. If an Eligible Lead entering into an Order was referred by more than one company that meets the eligibility requirements specified herein, the company that first submitted the Lead Registration Form (defined and as outlined below) identifying the Eligible Lead (provided Infor has confirmed the lead qualifies and has been registered as an Eligible Lead as outlined herein, will be the sole company eligible for a referral fee hereunder.

3. Eligibility Requirements for a Lead. Referring Company will only be eligible for a referral fee hereunder for referring a prospective customer (a "**Lead**") that meets all of the criteria set forth in this Section 3 (an "**Eligible Lead**").

- a. The Lead must enter into an Order within 18 months of Referring Company's submission of the Lead Registration Form identifying the Lead.
- b. The Lead must not have been a customer of, or otherwise engaged in discussions with, Infor or any Infor Channel Partner Entities (as defined below), or their respective personnel, regarding a sales opportunity at any time during the 6 months preceding submission of the Lead to Infor.

- c. Except as provided in 3.d, the Lead (including any affiliated or related companies) must not be a licensee or SaaS customer for Infor software products.
 - d. Subject to 3.b, and approved via email by the Infor Ecosystem Operations, the Lead may be a licensee or SaaS customer for Infor software products under the following circumstances:
 - 1. The Lead has been off support and maintenance or SaaS subscription, as the case may be, for more than twenty-four (24) months at the time of the submission of the Lead;
 - 2. The Lead is interested in purchasing a SaaS subscription to a different Infor product than previously licensed or subscribed to as part of a SaaS subscription; or
 - 3. In limited situations, as determined by Infor, the Lead is interested in expanding the scope of its entitlements (e.g., additional users or modules).
 - e. The Lead must not be Referring Company or any direct or indirect affiliate of Referring Company.
 - f. The Lead must not be a public sector body, agency, arm, division or institution of any country, federal, state, jurisdictional, territorial or local government.
 - g. Information regarding the Lead must be submitted via Infor's Program web referral form located at <http://go2.infor.com/referralprogram/referralfom.aspx> (the "**Opportunity Referral Form**").
 - h. Referring Company must accurately complete all parts of the Lead Registration Form and provide any additional details and information that Infor requests or requires following submission of the Lead Registration Form.
 - i. As of the time of Referring Company's submission of the Lead Registration Form, the Lead must have expressed or demonstrated some interest to Referring Company that suggests, in Infor's reasonable determination, that it is a good candidate to enter into a SaaS transaction within 365 days of such submission. For purposes of clarification, cold call lists or referrals do not qualify.
 - j. The Lead must have communicated to Referring Company that it is interested in discussing Infor product offerings with Infor.
 - k. A Lead correctly submitted via a Lead Registration Form as specified herein, will only qualify as an Eligible Lead if an authorized representative of Infor confirms that the Lead meets all of the criteria for an Eligible Lead as specified herein.
4. **Eligibility Requirements for Referring Company.** Referring Company must meet all of the criteria set forth in this Section 4 to be eligible for a referral fee hereunder.
- a. The Referring Company must be a corporation or other type of business entity recognized by local law. Individuals acting as a sole proprietor or in a personal capacity are not eligible to participate in the Program. The Referring Company must be permitted to participate in this Program under the laws of its place of domicile and the laws of the United States.
 - b. Infor's channel partners, and any affiliates or related parties of Infor's channel partners (collectively, "**Channel Partner Entities**") are ineligible to participate in the Program with respect to product offerings that such channel partners are authorized to sell with respect to territories and thresholds. However, channel partners are permitted to participate in the Program, and submit Leads with respect to Infor product offerings that neither they, nor any of their related Channel Partner Entities are authorized to sell. As referenced above, "related parties" includes any separate company formed for the primary purpose of generating income from referring opportunities to Infor under this Program whether or not under common ownership or control with a Channel Partner Entity.
 - c. If the Referring Company is also an Infor vendor, supplier, channel partner, customer or licensee of Infor product offerings, participation in the Program (including payment of any referral fees) is conditioned on the Referring Company being in good standing with Infor (e.g., current on any amounts owed, not in breach of agreements with Infor, and not otherwise prohibited from referring such business to Infor).
 - d. The Referring Company must be willing to arrange a meeting between the Lead and Infor and collaborate throughout the sales cycle with such Lead as reasonably determined by Infor.
5. **Additional Terms.**
- a. Referring Company and you represent that submission of the Lead Registration Form does not violate any legal obligations to which Referring Company or you are subject, and that neither Referring Company, nor you, has any relationship with the Lead or Infor, or any of their personnel, that creates or could create a conflict of interest. In case of any consulting relationship or potential conflict of interest between Referring Company and Lead, Referring Company shall disclose to Lead its participation in the Program and its eligibility for referral fees under the Program.
 - b. Referring Company agrees to supply Infor's referral team with an invoice for the eligible referral fee within 30 days of receipt of Win email notification and instructions from Infor.
 - c. Referring Company represents that information submitted by it or on its behalf in connection with the Program is not subject to any confidentiality obligations.

- d. Referring Company agrees to ensure that it and its employees, agents and personnel will at all times protect and maintain in strict confidence all confidential information concerning Infor, its customers, prospective customers, suppliers and channel partners disclosed to it in connection with the Program or any matter related to the Program.
- e. Referring Company agrees that it is not acting as Infor's agent or representative and has no authority to bind Infor to any arrangements with third parties, nor may Referring Company represent anything to the contrary to any third party. Referring Company may not make any representations or warranties on Infor's behalf and agrees to indemnify, defend and hold Infor harmless from and against any claims against Infor related to or arising from Referring Company's acts or omissions in connection with the Program.
- f. Referring Company agrees to comply with all applicable laws, rules and regulations in connection with this Program, including with respect to the taxation of referral fees paid under the Program. Infor reserves the right to deduct from referral fee payments any required tax withholding and other deductions that it determines are legally required. Referring Company understands and agrees that it is solely responsible for any costs it incurs in connection with the Program or its referral of leads. The Program is void where prohibited by law.
- g. Referring Company shall comply with all applicable data protection and privacy laws. In particular, with respect to any personal data disclosed by Infor to Referring Company or collected by Referring Company hereunder, Referring Company agrees that: (i) it will not use or disclose such personal data for any purpose other than as necessary for Referring Company's performance hereunder; (ii) it will reasonably assist Infor if it receives a request or complaint from an individual data subject or consumer that relates to the personal data processed by Referring Company; (iii) it will take all appropriate and commercially reasonable measures, including, without limitation, administrative, physical, technical (including electronic), and procedural safeguards related to securing personal data and will timely comply with applicable data breach reporting obligations; (iv) to the extent applicable law imposes restrictions on cross-border transfers of personal data, the parties will ensure the transfer complies with the necessary safeguards prior to transfer; (v) it will not retain any personal data longer than is reasonably necessary to accomplish the intended purposes for which the data was processed hereunder; (vi) it will notify Infor if it determines it cannot meet applicable data protection requirements, and (vii) Infor has the right to take reasonable and appropriate steps to (a) ensure that Referring Company uses the personal data only for such limited purposes described herein and (b) stop and remediate unauthorized use of such personal data. Further, Referring Company represents and warrants that all personal data related to Leads has been collected and disclosed to Infor in accordance with applicable data protection legislation and required privacy disclosures have been provided to the individuals, including but not limited to obtaining all necessary consents from applicable data subjects for Infor's intended purpose of direct marketing / selling to those contacts, if applicable.
- h. Infor may, in its sole discretion, at any time with or without notice, terminate this Program or Referring Company's participation in the Program or modify the Terms. All questions of eligibility and payment hereunder will be finally determined by Infor.
- i. Infor's sole liability to Referring Company or any third party for any matters in any way related to this Program or the Terms will be limited to payment of referral fees that have been duly earned subject to the Terms. Infor disclaims all other liability of any kind. Infor makes no representations or warranties express or implied to you, to Referring Company or to any third party in connection with this Program or the Terms. IN NO EVENT WILL INFOR OR ANY OF ITS AFFILIATED COMPANIES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- j. Infor's failure to enforce its rights or to insist on fulfillment of any requirements, terms and/or conditions with respect to any payments made or to be made hereunder (or any other matter pertaining to the Program) will not act as a waiver of Infor's right to later enforce any such rights or to require fulfillment of any such requirements, terms and/or conditions.
- k. The Terms govern the treatment of any lead submitted by or on behalf of Referring Company under the Program and supersedes any other agreement or understanding between Infor and Referring Company with respect to the payment of referral fees for such lead. Referring Company will not be eligible to receive any other payment in connection with an Order except as provided hereunder.
- l. Referring Company agrees that Infor may audit its books and records as necessary to confirm compliance with the Terms.
- m. The Terms shall be governed and interpreted in accordance with the laws of the State of Delaware, USA, without regard to its conflicts of laws principles. Any legal action against Infor in connection with or related to the Terms must be brought in, and shall be subject to, the exclusive jurisdiction of the state and federal courts located in the State of Delaware, USA.