



Service Level Agreement

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.

AVAILABILITY

- “Availability” (ie when the Cloud Services are accessible) is calculated as the
total minutes in a month less the number of 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 Cloud Services 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%. For single-tenant environments (a single instance of Cloud Services serving a single Customer) Service Level Credits are provided only for Availability below 99.5%.

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

*99.500% – 99.000% for single-tenant environments.

Service Level Credits for Subscription Services 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 Services Fee shall be 5% of 1/12 of the Annual Subscription Services Fee. Service Level Credits shall be applied to Customer's next Subscription Services 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 Services 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 if Availability does not equal or exceed 99.7% (or, as applicable, 99.5%).

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 customersuccess@infor.com. 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 Cloud Services;
- Customizations;
- Performance degradation due to Customer’s use of Cloud Services in excess of the scope of Customer’s usage restrictions.

Limiting of Cloud Services. 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 Cloud Services. Infor will restrict a limitation in time and scope to the extent reasonably possible under the circumstances.

SCHEDULED MAINTENANCE

The Cloud Services are 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 Concierge). An annual maintenance window calendar is accessible through Infor Concierge, 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 Cloud Services. In such cases, Infor will provide Customer’s subscribed contact (through the CloudSuite 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 Cloud Services 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 Infor Concierge or the Infor CloudSuite™ Self-Service Portal. Backups are replicated to geographically dispersed data centers within the same region where Cloud Services are provisioned. The Infor disaster recovery process supports the full production environment. Infor initiated Cloud Service 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 incidents.

- 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 Cloud Services will be restored after declaration of a disaster. The disaster recovery server will be operational within an RTO of twelve (12) hours.

In addition, for single-tenant environments disaster recovery targets generally set RTOs and RPOs of twenty-four (24) hours.

SUPPORT

1. Support Services

1.1 Telephone Technical Support

Generally, Infor will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the Customer’s time zone, excluding holidays observed by Infor which fall within the applicable coverage window. Support hours may vary based on the applicable Cloud Services, in which case applicable Support hours are noted in specific Knowledge Base articles on Infor Concierge, located at <https://conciierge.infor.com/>.

1.2 Electronic Support

Infor provides 24x7x365 online access to Infor Concierge, which offers services such as online incident logging, tracking and management, Knowledge Base articles, latest Cloud Services release information and Documentation.

1.3 24 x7 Critical Incident Support

“Critical Incident Support” is defined as the delivery of Support for critical production service unusable (Severity 1) situations as defined in Section 2.2 below. Support covers Critical Incident Support 24 hours a day and 365 days a year, including holidays. Critical Incident Support will be provided until the Cloud Services are operational, a commercially reasonable workaround is in place, or the incident severity can be lowered.

1.4 Critical Solution Notification

Infor Concierge enables each Designated Contact to develop a unique profile. “Designated Contact(s)” means a Customer’s contact(s) who has/have a thorough understanding of the applicable Cloud Services, along with the relevant technical knowledge, required to assist in troubleshooting and the timely resolution of incidents. Each Designated Contact may also choose to sign up for Knowledge Base articles that may be of particular interest. When Infor develops a Knowledge Base article for a critical incident, the Designated Contact can receive notifications about its availability and how to access it.

2. Resolution of Support Incidents

2.1 Initiation of an Incident

The Designated Contact may contact the Infor Support team via telephone or may log an incident online via Infor Concierge to initiate a Support request, referred to as an “incident”.

The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged within Infor Concierge that is related to the Cloud Services or information requests about Infor’s Cloud Premium Support Plan or CareFor Plan, and options.

To help ensure a timely response to a Support incident, the Designated Contact shall provide the following information: (a) the Infor Customer Number and contact details, (b) applicable Cloud Services software listed on the Order Form, (c) severity level of the Support incident, (d) details of the Support incident, including error messages and error reproduction steps, if any, applicable screen shots and output examples if logging online, and (e) description of the incident impact and frequency.

2.2 Severity Levels

The Designated Contact and Infor will use reasonable business judgment to mutually identify the severity of the incident according to the following severity level descriptions:

Severity	Description	Definition
1	Critical Production Service Unusable	Service is unavailable for all users in production, or a critical business process in production has halted with no acceptable workarounds
2	Major impact	Service is severely impaired causing disruption to important business processes and there is no acceptable workaround

3	Medium impact	Service is partially impaired. There is disruption to important business processes, but there is an acceptable short-term workaround
4	Standard	Service is fully operational. There are questions regarding functionality of the Cloud Services or an issue where an acceptable workaround exists

2.3 Response

Infor shall use commercially reasonable efforts to meet the Response Targets below. Infor calculates a “Response Target” as the difference between the time an incident is appropriately logged into the Infor support system and the time of Infor’s first value-added communication.

Severity	Infor Premium Support Plan	Infor CareFor Success Support Plan and CS+ Support Plan
1	Within 30 Minutes – 24*7	Within 30 minutes – 24*7
2	Within 2 Business Hours	Within 1 Business Hour
3	Within 2 Business Hours	Within 1 Business Hour
4	Within 4 Business Hours	Within 2 Business Hours

“Business Hour” means each hour in the day when the Infor office providing Support to Customer is open for business.

2.4 Resolution

A resolution can be, without limitation, an answer that resolves an incident; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround. Support incident resolution is often an iterative process that is dependent upon many variables. At times determination of root cause and resolution of an incident requires collaboration and troubleshooting by various teams within Infor and the Customer. The nature of this process makes providing specific target resolution times difficult. As Infor progresses through the troubleshooting process to resolve the issue, Infor works to provide regular updates and strives to allow Customer to continue doing business.

2.5 Escalation

Most Support incidents are best resolved through Infor’s standard operating procedures. If Customer believes a Support incident requires a higher level of attention, Customer can self-escalate the incident through Infor Concierge by using the “Request Escalation” feature on the incident. As part of this process Infor asks that Customer accurately provide escalation reason, business impact, number of people impacted, timelines, and other relevant detail, to help Infor properly determine the level of urgency required regarding the escalation. If Customer would like a Support Manager to call, Customer can indicate that in the escalation request as well. Once escalated, the applicable Support Manager and Support Analyst are notified of the escalation, so they can take appropriate action. If Customer doesn’t have access to Infor Concierge, Customer can escalate by contacting Infor’s regional Support Center.

The use of escalations is reserved for issues that truly merit a higher degree of attention. It is not intended for issues that are effectively addressed with Infor standard operating procedures.

2.6 Changes

Infor may change the above descriptions of Support from time to time, any changes will not cause any material decrease in the Support provided to Customer during the annual Subscription Term for which Customer has paid the applicable Subscription Services Fees.