



On Premises Software Terms and Conditions

The Agreement applies to On Premises Software, with modifications as described in this Exhibit. For clarity, Infor does not provide Cloud Services with respect to On Premises Software, and the Service Level Agreement referenced in "Additional Terms" does not apply to the On Premises Software.

1. License Grant by Infor. Infor hereby grants Customer a perpetual (subject to right of termination due to breach not cured after 30 day notice), non-exclusive, non-transferable license (without the right to sublease or sublicense) to make a reasonable number of copies of the (1) Documentation, and (2) On Premises Software on Customer or Affiliate equipment on which the On Premises Software can reasonably be intended or anticipated to be used based on hardware, software, and/or systems configuration as listed in Infor's then currently published Platform Support Guide or Hardware Recommendation Guide ("Equipment") at the location(s) specified in the Order Form, in either case (1) and (2) solely for the internal operations of Customer and its Affiliates, subject to applicable user restrictions stated in the Order Form. Customer may change the location upon notice to Infor. Customer shall ensure its and its Affiliates employees ("Authorized Users") comply with these terms and shall be liable for any noncompliance by Authorized Users. Third parties are not permitted access to the On Premises Software or Documentation without Infor's consent. A special security program or code may be required to operate the On Premises Software, and may prevent the On Premises Software from operating (x) on any configuration other than the Equipment or (y) for more than the maximum number of users specified in an Order Form. The On Premises Software is Infor's Confidential Information. The term "Cloud Services" in the definition "Documentation" shall be interpreted for purposes of this Exhibit to mean "On Premises Software".

2. Restrictions. The Additional Restrictions and Export Restrictions in Sections 2d and 2e of the Agreement, and the Reservation of Rights in Section 3e, apply to the On Premises Software reading "Cloud Services" as "On Premises Software". Authorized Users must reproduce the unaltered Intellectual Property Rights notice(s) in any copies of the On Premises Software.

3. On Premises Software Source Code. If the Order Form expressly grants license rights to Source Code (computer programs written in higher-level programming languages and readable by humans) of any On Premises Software, then Customer's license grant extends to such Source Code, except the license term will be specified in the Order Form, and Customer is further licensed to make changes to the On Premises Software that change the Source Code or enhancements to the On Premises Software that are made utilizing or incorporating Infor Confidential Information ("Modifications") and to make a reasonable number of copies of the Modifications in conjunction with the On Premises Software. Infor will own all right, title and interest to the Source Code and all Modifications, even if created without assistance or input from Infor. Customer hereby assigns, and shall cause its permitted subcontractors or consultants to assign, to Infor absolutely all of its rights, title and interest in and to any Modifications together with all Intellectual Property Rights therein. Upon Infor's request, Customer will deliver to Infor a copy (including all documentation related thereto) of all Modifications and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

4. Support.

a. "Support" with respect to On Premises Software is defined as (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) making available, when and if generally available, updates, enhancements or modifications to the then current, general release version of the On Premises Software ("Updates"); and (c) using reasonable efforts to correct or circumvent any deviation between the functionality of the On Premises Software and the Documentation. Support does not include Professional Services, including, without limitation, any of configuration, installation or implementation.

b. Infor shall have no obligation to Support any On Premises Software installed on anything other than the Equipment, or any On Premises Software that has been modified other than by Infor through Support. If and to the extent required by Infor to provide Support, Customer will provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform Support. Infor has no Support obligations to the extent caused by use or combination of the On Premises Software with any third party product, hardware, or software other than the Equipment, or issues resulting from or arising out of professional services performed other than by Infor.

c. The term of Support for On Premises Software shall (i) begin on the Order Form Date and end on the last day of the twelve-month period beginning on the Order Form Date, unless a longer time period is agreed upon in the Order Form, and (ii) renew for successive twelve month renewal periods, unless either party provides written notice to the other party of non-renewal at least 90 days prior to the commencement of such renewal period (Infor will notify Customer at least 30 days prior to the notice period of the renewal period and the next Support fee). Except as otherwise expressly set forth in the Agreement, the Support term cannot be terminated prior to its expiration date. Following 30 business days' prior written notice, Infor reserves the right to suspend access to Support in the event of any past due undisputed Support fees.

5. A. Warranties.

a. Infor warrants to Customer that each On Premises Software and each media on which On Premises Software is delivered will be without Defects on delivery. The risk of destruction or loss will pass on to Customer with Delivery (delivery is by Infor providing electronic access to the On Premise Software for download, or, if electronic delivery is not available, placing the On Premise Software with a shipping agent, F.O.B. Shipping Point, for shipment to the delivery address specified in the Order Form).

b. In case of a Defect of the On Premises Software including the Documentation, Infor shall provide warranty services upon notice by Customer of the Defect. Infor shall perform the warranty services, at its discretion, either by remedying the Defects (Nachbesserung) or by effecting substitute delivery (Ersatzlieferung). Customer shall provide Infor free of charge with all information and documents necessary for the analysis of the Defect and with Equipment necessary for the correction of the Defect. Insofar as the On Premises Software needs to be retoured to Infor in order to remedy the Defects or perform substitute delivery, Customer must bear the transportation costs.

c. If Infor is unable to remedy the Defect within a reasonable period of time or if remedy or substitute delivery of the Defect may be regarded as having definitively failed for other reasons, then the Customer may, at its choice, demand that the relevant fee be reduced (Minderung), rescind from the Order Form or claim damages or frustrated expenses within the limits of section 8 of this document. With recession of the Agreement any claims for damages are excluded.

d. The remedy or substitute delivery shall be considered as having definitively failed only, (i) if Infor has been granted reasonable time for remedy or substitute delivery, without that remedy or substitute delivery has been successful, (ii) if remedy or substitute delivery is impossible, (iii) if Infor has conclusively and ultimately refused or unreasonably delayed remedy or substitute delivery, (iv) if remedy or substitute delivery is unreasonable for Customer for any other reason.

e. Should Customer modify or process the On Premises Software without Infor's authorisation, the warranty shall lapse, unless Customer proves that the relevant Defects were not caused, in whole or in part, by such modification and that remedying the Defects has not been made more difficult as a result of such modifications.

f. Should it emerge during the performance of work to remedy errors, however, that the error was not a Defect in the meaning of these, the Customer shall pay compensation for Infor's services accordingly. Customer also has to pay all additional costs that accrued due to the fact that the On Premises Software has been located to another place than the place of fulfilment. Customer has to bear all costs that arise due to the localisation of the Defects or because no actual daily data security exists.

g. The Warranty comes under the statute of limitation of 12 months from the date of Delivery. This limitation does not apply in case of intent, fraud and/ or guarantee in the meaning of section 5. lit (h) below.

h. A guarantee in the meaning of § 443 German Civil Code (BGB) is valid only if given in a separate written agreement.

B. Infor will have no obligation under Section 5 to the extent any alleged breach of warranty is caused by: (i) any modification of the On Premises Software other than by Infor through Support; (ii) issues resulting from or arising out of services performed other than by Infor; (ii) Customer's failure to promptly implement changes provided by Infor to correct or improve the On Premises Software; or (iv) the use or combination of the On Premises Software with any third party product, hardware, or software other than the Equipment.

C. Neither Infor nor its third party licensors make any other warranties whatsoever, express or implied, with regard to the on premise software or support provided under this Order Form. Infor and its third party licensors explicitly disclaim all warranties of merchantability and of fitness for a particular purpose.

D. No Material Loss in Functionality.

Updates will not result in a material loss in key functionality. For clarity, Updates that require a different look and feel, or manner, to achieve similar functionality, or changes to programming language consistent with industry standards, are not a material loss in functionality. If Infor fails to comply with the foregoing statement regarding material loss of core functionality and continues to fail to do so despite reasonable efforts, and provided that Customer has provided written notice to Infor (within 60 days of the alleged breach) providing reasonable details that enable Infor to understand the alleged breach with respect to the foregoing statement, Customer may elect to terminate the license right to the affected On Premises Software pursuant to Section 9b, in which case Infor will promptly refund to Customer (1) the portion of the license fee paid to Infor for the On Premises Software subject to the breach, less a charge for use by Customer based on straight line depreciation assuming a useful life of 5 years, plus (2) the unused portion of Support fees for that On Premises Software paid by Customer. Customer must provide notice to Infor of any claim within the remedy in this Section of the applicable period. Infor must be able to replicate the deviation.

6. A. The term "Cloud Services" in Section 7 shall be interpreted for purposes of this Exhibit to mean "On Premises Software". For clarity, the Information Security Plan is applicable to Support. Infor has no intellectual property infringement indemnification with respect to (1) any modification of the On Premises Software other than by Infor through Support, (2) Customer's failure to promptly implement changes provided by Infor to correct the On Premises Software, or (3) the use or combination of the On Premises Software with any third party product, hardware, or software other than the Equipment.

B. For clarity with respect to refund rights in the event Infor terminates the Order Form due to the On Premises Software being subject to an intellectual property infringement claim, Customer's refund rights shall be (1) the portion of the license fee paid to

Infor for the On Premises Software giving rise to the claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of 5 years, plus (2) the unused portion of Support fees for that On Premises Software paid by Customer, provided that Customer has returned or (at Infor's request) destroyed and discontinued its use of such On Premises Software.

7. Upon the effectiveness of expiration or termination of an Order Form, Customer will promptly return to Infor or (at Infor's request) destroy all copies of the On Premises Software, and will certify to Infor in writing that it has done so.

8. Limitation of Liability.

Both parties, its employees, its officers, its Affiliates and its third party licensors shall be liable for all damage that occurs, for whichever legal or factual reason, only subject to the following provisions:

a. Both parties, its employees, its officers, its Affiliates and its third party licensors shall be liable in accordance with the relevant statutory provisions in the event of intent, gross negligence, claims under the German Product Liability Act (Produkthaftungsgesetz; ProdHaftG), assumptions of a guarantee as to the quality of the Software within the meaning of § 443 of the German Civil Code (BGB), fraudulent concealment of a defect and any personal injury or death.

b. In the event of ordinary negligence, the parties, their employees, officers, Affiliates and third party licensors shall be liable only if a material contractual obligation (wesentliche Vertragspflicht) has been violated or in the event of impossibility, which is caused by the parties. In such cases, liability shall be limited to typically foreseeable damage. A material contractual obligation in the meaning of this provision is a contractual obligation the performance of which is essential for the realization of the Agreement and in the performance of which the other contract party may trust in bona fide. Typically, foreseeable damage is the damage that was foresaw at the date of signature of the Order Form as a possible consequence of a breach of Order Form; or that should have been foreseen when/by exercising due care.

c. In the event of initial impossibility, impossibility that occurs during default or liability for assured qualities that is not contingent upon fault, the liability shall also be limited to typically foreseeable damage.

d. Limited Liability. Except with respect to the "Excluded Liabilities" defined under Section f. and Customer's obligation to pay amounts due hereunder, the total liability of either party, its employees, its officers, its Affiliates and Infor's third party licensors, whatever the basis of liability, in connection with or related to (1) On Premises Software will not exceed the fees paid to Infor for the On Premises Software giving rise to the liability; (2) Support will not exceed the fees paid to Infor for the Support during the twelve month period immediately preceding the date on which such liability first arose for the support giving rise to the liability.

e. Exclusion of Damages. Except with respect to the Excluded Liabilities defined under Section f., in no event will either party or its employees, its officers, its Affiliates or its third party Infor's be liable for any damages for lost profits, whether based on breach of contract, and regardless of whether such party has been advised of the possibility of such damages. Indirect and consequential damages resulting from defects in the Subscribed Services shall also only be compensable to the extent that such damages are typically to be expected when using the Subscribed Services as intended. Section 8.a. remains unaffected.

f. Excluded Liabilities. The term "Excluded Liabilities" means: (i) Infor's indemnification obligations under the Agreement, except as related to clause (ii) following; (ii) disclosure of Confidential Information in breach of this agreement resulting from a party's actions, which liability shall be subject to section (d) below; (iii) Customer's infringement or misappropriation of Infor's intellectual property rights; and (iv) liability under Section 8 a.

g. Unauthorized disclosure of Confidential Information. With respect to disclosure of Confidential Information in breach of this agreement resulting from a party's actions, the total liability of the breaching party, its employees, its officers, its Affiliates and Infor's third party licensors, including, with respect to Infor, payments pursuant to its indemnification obligations, shall not exceed 3 times the Subscription Fees paid to Infor during the twelve-month period immediately preceding the date on which such liability first arose under the applicable order form or work order. To the extent such breach results in the unauthorized disclosure of Personal Data, damages shall include (1) the costs of providing notice to affected persons, (2) the cost of establishing and operating a call center to field inquiries related to such unauthorized disclosure for up to 12 months; and (3) the cost of providing credit monitoring services to affected persons, in each case to the extent required by Applicable Law and actually incurred.

h. Subject to its duty to mitigate loss Customer understands that it is in particular responsible for ensuring regular data backups. Infor, its employees, its officers, its Affiliates and its third party licensors shall be liable for loss of data only if Customer has performed its obligation to back up data, and if the lost data can be mechanically reproduced by reasonable means.

i. Claims for damages and claims for compensation for wasted expenditure by the Customer shall become statute-barred within one year. Regarding commencement of the limitation period, Section 199 (1) German Civil Code (BGB) shall apply. The foregoing provision shall not apply to claims for damages and claims for compensation for wasted expenditure due to injury to life, limb or health, in the case of claims under the German Product Liability Act (Produkthaftungsgesetz) and in the case of violation of a guarantee of quality. The provision in the first sentence of this paragraph shall further not apply to claims based on an intentional or grossly negligent breach of duty by the parties resp. a legal representative or vicarious agent of the parties.

9. Audit Rights. Infor may audit the records and systems of Customer to ensure compliance with this Order Form under the confidentiality provisions of the Agreement. Infor will notify Customer in writing at least 10 business days prior to any such audit.

Any such audit will be conducted during Customer's regular business hours and will not interfere unreasonably with Customer's business activities. Infor may audit Customer no more than once in any 6 month period. If an audit reveals that Customer is beyond the scope of the license granted herein, then Customer will promptly pay Infor the underpaid license fees therefore and associated fees for Support, based on any valid price option then in effect in the Order Form for additional usage or, if none, any valid price option then in effect in the Order Form for additional or, if none, Infor's then current rates for such usage.

10. Insurance. Infor will maintain insurance coverage as referenced in the Agreement so long as Customer is current on Support.

11. Compliance with Laws. The term "Cloud Services" in Section 19 shall be interpreted for purposes of this Exhibit to mean "On Premises Software and Support".