



Order Form

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between **Infor Public Sector, Inc.** ("Infor") and **City of Fort Lauderdale** ("Licensee") with an effective date of _____ (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

I. Component Systems

PROD L2- Fort Lauderdale (3368907)

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**	Price per User
			Quantity	Type		
1	S3F-MRBAC	Infor Lawson Project Accounting±	10	NU	XTP	\$614.37
2	S3F-GMP	Infor Lawson Grant Management Package±	10	NU	XTP	\$508.45
3	S3F-FINPRO	Infor Lawson Financial Procurement Package±	125	NU	XTP	\$425.74
4	S3F-FINPROI	Infor Lawson Financial Procurement Package Inquiry±	580	NU	XTP	\$15.11
5	S3F-CLSRCN	Infor Lawson Close and Reconciliation Management	10	NU	XTP	\$762.67
6	S3F-CTM	Treasury Management	5	NU	XTP	\$1,694.82
7	S3S-RQC	Requisition Center	300	NU	XTP	\$29.94
8	S3S-MOBRQC	Mobile Requisitions	300	NU	XTP	Included
9	S3S-EPP	Procurement Punchout	300	NU	XTP	\$21.47
10	S3S-SRM	Supplier Relationship Mgmt Bundle	15	NU	XTP	\$1,790.86
11	S3S-SRMI	Supplier Relationship Mgmt Bundle Inquiry	100	NU	XTP	\$16.95
12	S3S-HBP	EDI for Supply Chain Management	12	CPUCORE	XTP	\$508.45
13	S3S-MSCM	Mobile Supply Chain Management	10	NU	XTP	\$1,101.63
14	S3S-MOBIC	Mobile Inventory	300	NU	XTP	Included
15	S3F-MOBAM	Mobile Assets	300	NU	XTP	Included
16	S3F-MOBFIN	Mobile Financials	300	NU	XTP	Included
17	S3F-MOBAC	Mobile Projects	300	NU	XTP	Included
18	S3F-MOBGM	Mobile Grants	300	NU	XTP	Included
19	S3A-FMAP	Financial and Project Analytics	20	NU	XTP	\$442.77
20	S3A-FMA	Financial Management Analytics	20	NU	XTP	Included
21	S3A-PAA	Project Accounting Analytics	20	NU	XTP	Included
22	S3A-SCA	Supply Chain Analytics	20	NU	XTP	\$428.28
23	BPP-PAL	Infor Process Automation	24	CPUCORE	XTP	\$282.47

24	ION-MINGLE-ISOS3	Infor Ming.le with Smart Office (Lawson)	500	NU	XTP	\$53.31
25	UPP-LMUD	Infor Ming.le Mashup Designer for Lawson	5	NU	XTP	\$1,355.85
26	EPM-BI-LWS	Infor Business Intelligence for Lawson	70	NU	XTP	\$164.62
27	UPP-CRRNC	Crystal Reports XI (3 users)	3	NU	XTP	\$4.24
28	UPP-CRAS	Crystal Reports App Server	1	CPUCORE	XTP	\$423.70
29	UPP-CXENC	Xcelsius Engage 2008	1	NU	XTP	\$5,761.53
30	EPM-BI-ADMIN	Infor BI Professional	3	NU	XTP	\$1,920.51
31	EPM-BI-CONSUMER	Infor BI Consumer	70	NU	XTP	\$82.31
32	UPP-MOA	Microsoft Office Add Ins	25	NU	XTP	\$84.74
33	BPP-ISD	Infor Spreadsheet Designer	25	NU	XTP	\$84.74
34	ION-PROCESS-BV	Infor ION PROCESS with Business Vault	2	CPUCORE	XTP	\$10,168.91
35	TAM-LGHRP	Global Human Resources	2,500	US	XTP	\$1.00
36	TAM-LTACQP	Talent Acquisition	2,500	US	XTP	\$4.01
37	TAM-LCPAP	Comp Planning and Awarding	2,500	US	XTP	\$3.51
38	TAM-LGOALP	Goal Management	2,500	US	XTP	\$2.00
39	TAM-LPERFP	Performance Management	2,500	US	XTP	\$5.01
40	TAM-LLADP	Development Planning	2,500	US	XTP	\$3.01
41	TAM-LSMGTP	Succession Management	2,500	US	XTP	\$3.01
42	TAM-LGHPUS	Talent Mgmt Lang Pack US Eng (en-US)	1	ET	XTP	Included
43	TAM-MOBMGR	Infor Talent Manager	2,500	NU	XTP	Included
44	TAM-MOBRCT	Infor Mobile Recruiter	2,500	NU	XTP	Included
45	HRM-LTHRMP	Human Resource Management for Talent Management	2,500	US	XTP	\$5.82
46	HRM-LTMPRP	North American Payroll for Talent Management	2,500	US	XTP	\$5.82
47	HRM-LTSHRP	Employee & Manager for Talent Management	2,500	NU	XTP	\$4.09
48	HRM-MOBEMP	Mobile Employee	2,500	NU	XTP	Included
49	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP	\$3,580.00
50	BPP-MVX	MF COBOL Server Application Runtime - Windows	130	CU	XTP	\$170.00
51	HRM-BSIF	Bsi Tax Factory	2,500	EM	NAX	\$7.73
52	BPP-LSFD	Lawson System Foundation Commercial	12	CPUCORE	XTP	\$1,426.19
53	BPP-LMRK-NR	Landmark Technology Runtime	12	CPUCORE	XTP	Included
54	BPP-NOTIFY	Infor Notifications	300	NU	XTP	Included
55	BPP-MOBILA	Infor Landmark Administrator	1	NU	XTP	Included
56	EPM-DEPM-ADMIN	Infor d/EPM Professional	3	NU	XTP	\$1,186.71
57	EPM-DEPM-CONTRIBUTOR	Infor d/EPM Contributor	50	NU	XTP	\$313.63
58	EPM-DEPM-CONSUMER	Infor d/EPM Consumer	61	NU	XTP	\$123.62
59	EPM-BI-MAST-DEV	Infor BI ImportMaster Developer	1	NU	XT	\$3,839.75
60	EPM-BI-MAST-RT	Infor BI ImportMaster Runtime	1	SV	XT	\$639.96
61	EXM-XM	Infor Expense Management Expense Reports	500	NU	XTP	\$16.11
62	EXM-PR	Infor Expense Management Payment Requests	9,000	DO	XTP	\$0.93
63	ION-MINGLE-USER	Infor Ming.le Enterprise	380	NU	XTP	\$118.50

TEST L6- Fort Lauderdale

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**	Price per User
			Quantity	Type		
1	BPP-MVC	MF Visual COBOL for Windows Compiler	2	NU	XTP	\$3,580.00
2	BPP-MVX	MF COBOL Server Application Runtime - Windows	20	CU	XTP	\$170.00

			Total License Fee: \$520,501.00			
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* If specified in the User Restriction field:

“**CPUCORE**” = **CPU Cores** - Quantity represents the maximum number of Central Processing Unit Cores (“CPU Cores”) visible to the operating system or utilized by the Component System at peak times. All CPU Cores utilized must be licensed.

“**CU**” = **Concurrent Users** - Quantity represents the maximum number of authorized users that may access the Component System at any given point in time, and each logon will be considered active during the entire logon period whether or not that user is interacting with the software at any point in time.

“**DO**” = **Documents** - Means the maximum number of items that may be processed in or by the component system on an annual basis; and an item shall include, but not be limited to, each separate invoice, payment request, expense report, timesheet or image file, as applicable to the specified component system; and all items shall be counted against the maximum Quantity regardless of the status of each such item.

“**EM**” = **Employee** - The total number of individuals who are or have been employees of Licensee (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Licensee (whether engaged directly or through a third party as contract workers, consultants, freelancers or other capacity). For licensing purposes, former employees and independent contractors of Licensee shall only count as Employees if their data is maintained or processed by the Component System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an “Anniversary”), Licensee will provide detail regarding the total number of Employees as of such Anniversary. If the actual number of Employees as of an Anniversary is in excess of the specified licensed quantity of Employees as of such Anniversary, Licensee will purchase additional licenses corresponding to such excess amount.

“**ET**” = **Enterprise** - Allows unlimited use of the Component System by the Licensee or by Licensee and other permitted subsidiaries to the extent expressly authorized in the License Agreement

“**NU**” = **Named Users** - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

“**SV**” = **Server** - Component System is licensed to a specific named (by model/serial #) server. The price of the Component System license and corresponding Maintenance & Support does not relate to the size or power of the server. If the Licensee replaces or upgrades their server, the license must be transferred to the new machine.

“**US**” = **Users** - Allows access to the Component System up to the stated maximum number of individual users; Each separate log-on accessing the Component System will be counted as a separate user.

± Indicates the products with source code delivered as part of the purchase

**** Support Level:**

Descriptions of the Support levels can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf>.

“**XT**” = Infor Essential (24x5) / “**XTP**” = Infor Premium (24x7) / “**XTE**” = Infor Elite (24x7) Plus

NAX = **NOT ON SUPPORT** - Licensee acknowledges it has elected to NOT purchase Support at this time and/or that Support Services are not available from Infor for the Component Systems set forth above. Accordingly, Licensee acknowledges and agrees that for so long as Licensee is NOT subscribing to Support, Licensee is not eligible for or entitled to: (a) any Updates and Upgrades or (b) any access (via Licensee’s use of the Internet, telephone or other means established by Infor) to: (i) Infor’s global helpline question and answer database; (ii) Infor’s incident tracking information database or (iii) qualified technical personnel for advice and consultation regarding Licensee’s use of the Component Systems. Licensee further acknowledges that any election or request by Licensee to either initially purchase or subsequently re-subscribe to purchase Support after any period of discontinuation is at the sole discretion of Infor and subject to Infor’s then current Support fee policies regarding eligibility, fees or any other terms and conditions that Infor may require or establish.

II. Support Services

Additional Annual Support Fee: \$109,379.00

Annual Escalation Percentage Cap (effective after the Initial Term): 0% until the period ending 3 years from Order Form Date then 2% between the period ending 4 years from Order Form Date and 12 years from Order Form Date. Thereafter, the parties will negotiate any escalations in good faith. .

Initial Term of Support: Order Form Date through twelve (12) months from Order Form Date.

Fee for Initial Term of Support : **\$109,379.00**

Subject to the Infor Master ERP Agreement, Article XI(A), Appropriations, the Committed Term of Support shall be : **Order Form Date through five (5) years from Order Form Date**

Total Amount Due (before applicable taxes): **\$629,880.00**

Payment Terms:

Unless otherwise specified all amounts are in United States Dollar

Payment is due within 45 days of the receipt of invoice. Receipt of invoice shall mean the date that Infor emails invoices to Licensee's designee at the email address provided by Licensee.

Currency: USD

Equipment (on which Component Systems will be installed):

Licensee Account ID: 372281

Infor GL ID: US06A

Account Executive Name:

Bob Blackwell

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			
Software Serial #			

Location where equipment is located (if blank, the Delivery Address shall be the licensed Equipment location):

Delivery Address:	Invoice Address:
City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301	City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301
Contact Name: Shelley Gialluca	Contact Name: Shelley Gialluca
Contact Title:	Contact Title:
Contact Phone: 954-828-5096	Contact Phone: 954-828-5096
Contact email: SGialluca@fortlauderdale.gov	Contact email: acctspayable@fortlauderdale.gov

III. Additional Terms

1. Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services. Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.
2. The following terms apply to any Third Party Microfocus Software licensed under the Order Form: (1) Licensee may not copy or modify Third Party Software or related Documentation. Licensee may only use Third Party Software in accordance with related Documentation and solely in conjunction with the Component Systems. (2) The Third Party Licensor is a third-party beneficiary to the Agreement with respect to its Third Party Software. In the event of unauthorized use, export or disclosure of a Third Party Software in breach of the Agreement, the Third Party Licensor and Infor shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies that may be available to them.

Test Server:

Except as otherwise provided in the License Agreement, the Component Systems herein licensed as a Test Server License are subject to the following additional terms and conditions: Infor grants Licensee a Test Server License which will remain valid for so long as Licensee maintains a license to a production instance of the Component Systems. Licensee may install one copy of the Component System specified above on a single, non-production server solely for testing purposes. At no time may the test server be used in a production environment. This Test Server License is limited to the Component Systems and User Restrictions set

forth on this Order Form. This Test Server License will remain valid for so long as Licensee maintains a separate production license for the Component Systems. In the event the production license terminates, this Test Server License shall also terminate.

1. **Option to Acquire Additional Users:**

Provided that Licensee is not in breach of the Agreements, including its obligations to pay all fees when due and payable, is active on Support, and provided that such Component Systems are then-currently made generally available for licensing to all Infor customers, then during the period commencing on the Order Form Date, and ending two (2) years from Order Form Date, Licensee shall have the option ("Option") of acquiring additional users for the Infor Component Systems specified in the License Table below in minimum applicable quantities required by Infor for an additional License Fee in the amount specified and XTP (or XT where applicable) Support Fees equal to twenty-two percent (22%) of the net License Fee. Licensee may exercise its Option by entering into a mutually-executed Order Form on or before the expiration of the Option on two (2) years from Order Form Date, which sets forth the Component System at issue and the appropriate License fees and Support fees.

	Part # (if applicable)	Component Systems	License Type	Price Per User
1	S3F-MRBAC	Infor Lawson Project Accounting	NU	\$614.37
2	S3F-GMP	Infor Lawson Grant Management Package	NU	\$508.45
3	S3F-FINPRO	Infor Lawson Financial Procurement Package	NU	\$425.74
4	S3F-FINPROI	Infor Lawson Financial Procurement Package Inquiry	NU	\$15.11
5	S3F-CLSRCN	Infor Lawson Close and Reconciliation Management	NU	\$762.67
6	S3S-RQC	Requisition Center	NU	\$29.94
7	S3S-MOBRQC	Mobile Requisitions	NU	included
8	S3S-EPP	Procurement Punchout	NU	\$21.47
9	S3S-SRM	Supplier Relationship Mgmt Bundle	NU	\$1,790.86
10	S3S-SRMI	Supplier Relationship Mgmt Bundle Inquiry	NU	\$16.95
11	S3S-HBP	EDI for Supply Chain Management	CPUCORE	\$508.45
12	S3S-MSCM	Mobile Supply Chain Management	NU	\$1,101.63
13	S3S-MOBIC	Mobile Inventory	NU	included
14	S3F-MOBAM	Mobile Assets	NU	included
15	S3F-MOBFIN	Mobile Financials	NU	included
16	S3A-FMAP	Financial and Project Analytics	NU	\$442.77
17	S3A-FMA	Financial Management Analytics	NU	included
18	S3A-PAA	Project Accounting Analytics	NU	included
19	S3A-SCA	Supply Chain Analytics	NU	\$428.28
20	ION-MINGLE-ISOS3	Infor Ming.le with Smart Office (Lawson)	NU	\$53.31
21	UPP-LMUD	Infor Ming.le Mashup Designer for Lawson	NU	\$1,355.85
22	EPM-BI-ADMIN	Infor BI Professional	NU	\$1,920.51
23	EPM-BI-CONSUMER	Infor BI Consumer	NU	\$82.31
24	UPP-MOA	Microsoft Office Add Ins	NU	\$84.74
25	BPP-ISD	Infor Spreadsheet Designer	NU	\$84.74
26	ION-PROCESS-BV	Infor ION PROCESS with Business Vault	CPUCORE	\$10,168.91
27	TAM-MOBMGR	Infor Talent Manager	NU	Included
28	TAM-MOBRCT	Infor Mobile Recruiter	NU	Included
29	HRM-LTHRMP	Human Resource Management for Talent Management	US	\$5.82
30	HRM-LTSHRP	Employee & Manager for Talent Management	NU	\$4.09
31	HRM-MOBEMP	Mobile Employee	NU	included
32	BPP-LMRK-NR	Landmark Technology Runtime	CPUCORE	included
33	BPP-NOTIFY	Infor Notifications	NU	included
34	BPP-MOBILA	Infor Landmark Administrator	NU	included
35	EPM-DEPM-ADMIN	Infor d/EPM Professional	NU	\$1,186.71
36	EPM-DEPM-CONTRIBUTOR	Infor d/EPM Contributor	NU	\$313.63

37	EPM-DEPM-CONSUMER	Infor d/EPM Consumer	NU	\$123.62
38	EXM-XM	Infor Expense Management Expense Reports	NU	\$16.11
39	EXM-PR	Infor Expense Management Payment Requests	DO	\$0.93
40	ION-MINGLE-USER	Infor Ming.le Enterprise	NU	\$118.50

2. Infor business object documents ("Infor BOD") and the Infor ION connector ("ION Connector") are included in all Infor ION-enabled products for use exclusively with the Infor ION suite of applications ("ION Software"). Unless Licensee has a license to use ION Software to connect to other Infor or third party software applications ("Other Software"), Licensee shall not connect or use Infor BOD or ION Connector with any Other Software. If Licensee has a license to use ION Software with Other Software, Licensee may use Infor BOD and ION Connector to connect ION Software to Other Software, subject to such license terms.
3. As of the Order Form Date, Licensee has not yet provided the information regarding the Equipment on which the Component Systems will be installed. Using the Infor Documentation regarding hardware configurations, Licensee and CIBER shall provide the relevant information to Infor. Licensee acknowledges and agrees that such Equipment information must be provided to Infor as soon as possible, and that once provided, such Equipment shall be the licensed Equipment on which the Component Systems must be installed and operated. Licensee acknowledges and agrees that it is Licensee's responsibility after consulting with CIBER, to ensure operational compatibility of the Equipment with the Component Systems licensed herein and Infor shall not be required to deliver additional software elements other than the Component Systems incorporated on this Order Form. Licensee further acknowledges and agrees that in the event Licensee subsequently changes the Equipment after installation, additional fees may be applicable as the direct result of a change in Equipment.
4. **COMMITTED SUPPORT TERMS**
 - i. The Support Fee and Annual Escalation Percentage Cap set forth above shall apply only to the Component Systems and number and types of users set forth above. If during the Initial Term of Support, or at any time during the remainder of the commitment period, Licensee licenses additional Component Systems and/or users, or reinstates Support for any previously licensed Component Systems and/or users, the Support Fee will increase according to Infor's then-current applicable rates and policies.
 - ii. The parties agree the Support Fee and Annual Escalation Percentage Cap specified above is offered by Infor solely in reliance upon Licensee's commitment to renew annual Support through the Committed Term of Support which will be invoiced in advance of each annual support renewal period. The support period specified herein is a binding term, and Support may not be canceled during this time. If Licensee fails to pay Infor any portion of the Support Fee when due for any reason whatsoever, then, in addition to other remedies Infor may exercise, Licensee shall be immediately invoiced for, and shall be obligated to pay to Infor the Support Fee for the entire commitment period, with Infor-standard annual increases applied, as liquidated damages and not as penalty, less any amounts previously paid by Licensee for the Support fees due hereunder. The parties agree this amount is a fair and reasonable estimation of Infor's damages in the event Licensee breaches its obligation to maintain Support through the commitment period.
5. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. In Addition: (1) Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.2702 and by a license agreement. (3) By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.
6. The Mobile Application Supplement attached hereto and incorporated herein (the "Mobile Application Supplement"), sets forth additional terms and conditions applicable to Licensee's access to and use of the Mobile Application Software described in this Order Form. The terms of the Agreement are hereby amended by the Mobile Application Supplement as it relates to the Mobile Application Subscription Software, in the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Application Supplement, the provisions of the Mobile Application Supplement shall govern and control.

7. TAXES: Licensee is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

Effective date of this Order Form: _____ (the "Order Form Date"), to be completed by Infor upon countersignature.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

for: Infor Public Sector, Inc.

Signature

Gregory M. Giangiordano
Typed or Printed Name

President, SVP &
General Counsel
Title _____ Date _____

for: City of Fort Lauderdale, a Florida municipality

(Licensee)

Signature

Lee R. Feldman
Typed or Printed Name

City Manager 10-31-14
Title _____ Date _____

Approved as to Form!

Asst. City Attorney

MOBILE APPLICATION SUPPLEMENT

In connection with Licensee's license to the Mobile Application Software (the "Mobile Application") as specified in the Order Form to which this Mobile Application Supplement ("Supplement") is attached, INFOR will provide Licensee with an environment to enable use of certain Infor-licensed Software (the "Software") on the Mobile Application through certain Apple or Android devices. The Mobile Application may be used on either an Apple device or an Android device, as specified by Apple or Google. If Licensee elects to use the Mobile Application on an Apple device, the Mobile Application is separately distributed exclusively by Apple through the App Store pursuant to the Apple Terms of Use. If Licensee elects to use the Mobile Application on an Android device, the Mobile Application is separately distributed exclusively by Google through Google Play pursuant to the Google Terms of Service. In order to use the Mobile Application on an Apple device, Licensee Users must separately agree to the Apple Terms of Use prior to downloading the Mobile Application, and in order to use the Mobile Application on an Android device, Licensee users must separately agree to the Google Terms of Service. If Licensee Users do not agree to these separate terms, then use of the Mobile Application will not be permitted on the respective Apple-supported or Google-supported device. At the time of download of the Mobile Application from the App Store or Google Play, as applicable, either Licensee Users will be prompted to agree to the Apple Terms of Use or the Google Terms of Service by checking a box displayed at the end of these terms or by clicking an "Agree" or similar button where this option is provided, or Licensee Users will be deemed to have accepted such terms by using the Mobile Application. Notwithstanding the foregoing, the Agreement to which this Supplement is attached is deemed amended by this Supplement with respect to the Mobile Application, as provided for below and as otherwise set forth in the Apple Terms of Use or the Google Terms of Service, as applicable. Any conflict between the terms of the Agreement and the terms of this Supplement will be resolved in favor of this Supplement.

1. Additional Definitions.

"Apple" refers to Apple, Inc. and its majority-owned affiliates.

"Apple Terms of Use" refers to the then-current additional terms and conditions of Apple (including the App Store Terms of Service and Apple Usage Rules set forth in the Apple App Store) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Apple device.

"App Store" means the electronic store branded, owned and/or controlled by Apple.

"INFOR" refers to the INFOR contracting entity set forth in the Agreement, for and on behalf of itself and its subsidiaries and affiliates, including Infor (US), Inc.

"EULA" means additional terms of use of INFOR applicable to the Mobile Application that Licensee Users must accept and agree to prior to use of the Mobile Application. Neither Apple nor Google is a party to the EULA.

"Google" refers to Google Inc.

"Google Play" means the electronic store branded, owned and/or controlled by Google.

"Google Terms of Service" refers to the then-current additional terms and conditions of Google (including the Google Play Terms of Service) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Android device.

"Licensee Users" refers to the individuals affiliated with and authorized by Licensee to use the Mobile Application in connection with the Software, subject to the Agreement, including the applicable User Restrictions set forth in the Order Form, and to agree to the Apple Terms of Use or the Google Terms of Service, as applicable.

2. Supported Devices. The Mobile Application supports certain Apple and Android mobile devices, and data networks such as 3G, EDGE and WiFi, and enables Licensee Users to access the Software through such Apple and Android mobile devices. Notwithstanding the foregoing, INFOR shall have no obligation to offer technical support (including without limitation any wireless network connectivity support) in connection with any Apple or Android mobile device and shall have no liability with respect to the compatibility or performance of any Apple or Android mobile device in connection with the Mobile Application or the Software.

3. License. Subject to the terms and conditions of the Agreement (including any applicable User Restrictions set forth in the Order Form), the Apple Terms of Use and the Google Terms of Service, INFOR grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license to run the Mobile Application on designated Apple or Android mobile devices owned or controlled by Licensee, solely for Licensee Users to access the Software for Licensee's own internal computing operations. Each Licensee User may use the Mobile Application only on a Licensee-owned and controlled Apple or Android mobile device that Licensee assigns to the specified Licensee User. Licensee and Licensee Users are not permitted to use the Mobile Application for any purpose except in connection with Licensee's separate license to the Software, consistent with the INFOR-provided applicable documentation and only as permitted under the Agreement and the Apple Terms of Use and the Google Terms of Service, as applicable. If any Licensee User ceases to be affiliated with and otherwise authorized by Licensee to use the Mobile Application or Software for any reason, Licensee will immediately terminate all access by such Licensee User to the Mobile Application and the Software. INFOR may audit Licensee's use of the Software and the Mobile Application and its compliance with the terms of the Agreement and the Apple Terms of Use and the Google Terms of Service, as applicable. Any rights not expressly granted in this Supplement are expressly reserved.

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