



SaaS Order Form (Change Order Number 6)

This Order Form is subject to the terms of the Subscription License and Services Agreement between Infor Public Sector, Inc. ("Infor") and City of Fort Lauderdale, Florida, a Florida Municipality ("Customer" or "Licensee") with an effective date of 10/24/2016 (the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

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: "Customer" and "Licensee" shall have the same meaning and may be used interchangeably; "Subscription Software" and "Component Systems" shall have the same meaning, refer to the computer software programs identified this Order Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Standard Software, Programs or Licensed Programs; and "License Restriction" means any limitation on the use of the Subscription Software and may be referred to in the Agreement as License Restriction or User Restriction.

I. Subscription Software – PROD: Ft. Lauderdale

I(a).

	Part # (if applicable)	Subscription Software	License Restriction* Quantity	Type	Support Level**
1	S3F-S-CSPSFSM-MT	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT	3,000	EM	CXTE
2	S3F-S-GRA-MT	Grant Accounting - SaaS MT	3,000	EM	CXTE
3	S3F-S-SRM-MT	Strategic Sourcing/Supplier Portal - SaaS MT	3,000	EM	CXTE
4	S3O-S-CSFUS-MT	Infor Financials & Supply Management US Country Pack - SaaS MT	1	ET	CXTE
5	HRS-S-LEMPR	Knowledgebase - SaaS	3,000	US	CXTE
6	TAM-S-CSHCMCORE-MT	Infor HR Talent GHR TM Core - SaaS MT	3,000	EM	CXTE
7	TAM-S-CASEMGMT-MT	Infor Case Management	3,000	EM	CXTE
8	TAM-S-GHRPAYROLL-MT	Global Human Resources Payroll - SaaS MT	3,000	EM	CXTE
9	HRM-S-BSIF	BSI TF US - SaaS MT	3,000	EM	CXT
10	TAM-S-SYMMETRY	Symmetry- Tax Forms - SaaS MT	3,000	EM	CXT
11	BBI-S-DENT-PLS-ENH	Infor Birst Enterprise Platform Enhanced	1	BBIENH	CXTE
12	BBI-S-DHSTBUDR	Birst Cloud Hosting, Back-up, Data Recovery (Direct)	1,000	1.0GB	CXTE
13	ION-S-ESSENTLS-CE	Infor OS Essentials - SaaS MT	1	TECH	CXTE
14	ION-S-STORAGE	Infor Storage	2	1.0TB	CXTE
15	EDU-S-NOP-CPM	Infor Campus Plus Membership - All Campus Plus Content	1	ET	CXTE
16	SHRP-S-SHERPAGOV-BFM	Sherpa Gov Budget Formulation and Management Model SaaS	1,000	CTAOBM	CXT
17	SIGN-S-IAPROMGR	IA Extension Tool - Infor Process Manager	1	NU	CXT
18	SCS-S-PLUS	Customer Success Plus	1	ET	CXTE

I(b). Order Form Date through one (1) year from Order Form Date

	Part # (if applicable)	Subscription Software	License Restriction* Quantity	Type	Support Level**
1	S3O-901TR-TAX	Tax Regulatory and Critical Updates - Cloud Migrations (v 9.0.1)	1	ET	CXTE

For the purpose of the definitions below, Component System and Subscription Software may be used interchangeably.

* If specified in the User/License Restriction field:

“**1.0GB**” = **Gigabyte** - Represents the number of Storage capacity in Gigabytes

“**1.0TB**” = **Terabyte** - Represents the number of Storage capacity in Terabytes

“**BBIENH**” = **Birst Enhancement** - Customer’s subscription to an Infor CloudSuite offering is upgraded so that users permitted to access such offering are also permitted to access Birst Enterprise.

“**CTAOBM**” = **Customer Total Annual Operating Budget Millions** - Quantity represents access to and use of the Component System for the benefit of Licensee up to the maximum aggregate Total Annual Operating Budget in Millions, where Quantity represents the maximum of such Total Annual Operating Budget in Millions of United States Dollars. Customer Total Annual Operating Budget in Millions means total of Licensee’s annual operating budget that is planned, priced, optimized, managed and/or forecasted by the Component. If during any fiscal year Total Annual Operating Budget in Millions is increased above the maximum Quantity specified, whether through organic or inorganic growth, then Licensee shall immediately report such increase above the maximum to Infor and such increase may be subject to additional fees.

“**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.

“**TECH**” = **Tech Platform** - Allows use of the Infor OS platform technology up to the usage limits for the corresponding service tier (Essentials, Professional, Enterprise) as set forth in the Infor OS Service Limits at https://docs.infor.com/inforos/12.0.x/en-us/usagelimits_1_0/default.html. Use in excess of any usage limit requires a subscription to the appropriate tier or a subscription for an additional quantity of permitted use where applicable.

“**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.

****Support Level for Subscription Software:** “CXT” = Infor Essential (24x5); “CXTTP” = Infor Premium (24x7); “CXTE” = Infor Customer Success Plus program. Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>

II. Subscription Term and Subscription Fees

Subscription Fee for Year 1 (Order Form Date through October 31, 2022): \$1,200,000.00

Annual Subscription Fee for Years 2-4: \$800,000.00

Annual Subscription Fee for Year 5: \$848,000.00

Annual Subscription Fee for Year 6: \$890,400.00

Annual Subscription Fee for Years 7-8: \$975,000.00

Annual Subscription Fee for Years 9-11: \$995,000.00

Initial Subscription Term: Order Form Date through October 31, 2032.

Fee for Initial Subscription Term: \$10,273,400.00

Total Amount Due (before applicable taxes): \$10,273,400.00

Currency: USD

III. Payment Terms:

Subscription Fee Payment is due within 45 days of the date of the invoice. Services Fee payments will be made upon completion of the associated Project Deliverables. Any change order that is mutually agreed to between the City Steering Committee and Infor that changes the go-live dates may require a change to the Project Deliverables as part of that change order.

Customer shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. For further clarity, payments shall be due as follows:

Subscription Period	Subscription Fee	Services Fee	Combined Total Fee	Payment Due Date
Order Form Date through October 31, 2022	\$380,000.00	\$820,000.00	\$1,200,000.00	October 31, 2021
November 1, 2022 – October 31, 2023	\$450,000.00	\$350,000.00	\$800,000.00	October 31, 2022
November 1, 2023 – October 31, 2024	\$500,000.00	\$300,000.00	\$800,000.00	October 31, 2023
November 1, 2024 – October 31, 2025	\$500,000.00	\$300,000.00	\$800,000.00	October 31, 2024
November 1, 2025 – October 31, 2026	\$575,000.00	\$273,000.00	\$848,000.00	October 31, 2025
November 1, 2026 – October 31, 2027	\$650,000.00	\$240,400.00	\$890,400.00	October 31, 2026
November 1, 2027 – October 31, 2028	\$700,000.00	\$275,000.00	\$975,000.00	October 31, 2027
November 1, 2028 – October 31, 2029	\$750,000.00	\$225,000.00	\$975,000.00	October 31, 2028
November 1, 2029 – October 31, 2030	\$850,000.00	\$145,000.00	\$995,000.00	October 31, 2029
November 1, 2030 – October 31, 2031	\$923,400.00	\$71,600.00	\$995,000.00	October 31, 2030
November 1, 2031 – October 31, 2032	\$995,000.00	\$0.00	\$995,000.00	October 31, 2031

Subscription Period	Project Deliverables (Infor Consulting Fixed Fee Services Work Order)	Subscription Fee	Services Fee	Combined Total Fee	Payment Due Date	Project Schedule Month
Order Form Date - October 31, 2022	=	\$380,000.00	\$0.00	\$380,000.00	October 31, 2021	1
Order Form Date - October 31, 2022	FSM Inception Completion	\$0.00	\$205,000.00	\$205,000.00	December 31, 2021	3
Order Form Date - October 31, 2022	FSM Conference Room Pilot Completion	\$0.00	\$205,000.00	\$205,000.00	March 31, 2022	6
Order Form Date - October 31, 2022	FSM System Integration & Reports Completion	\$0.00	\$205,000.00	\$205,000.00	July 31, 2022	10
Order Form Date - October 31, 2022	FSM User Acceptance Test Completion & Go/No Go Decision	\$0.00	\$205,000.00	\$205,000.00	September 30, 2022	12
November 1, 2022 – October 31, 2023	FSM Completion (FSM Go Live) and HCM CRP	\$450,000.00	\$350,000.00	\$800,000.00	October 31, 2022	13
November 1, 2023 – October 31, 2024	FSM and HCM Project Completion	\$500,000.00	\$300,000.00	\$800,000.00	October 31, 2023	=
November 1, 2024 – October 31, 2025	FSM and HCM Project Completion	\$500,000.00	\$300,000.00	\$800,000.00	October 31, 2024	=
November 1, 2025 – October 31, 2026	FSM and HCM Project Completion	\$575,000.00	\$273,000.00	\$848,000.00	October 31, 2025	=
November 1, 2026 – October 31, 2027	FSM and HCM Project Completion	\$650,000.00	\$240,400.00	\$890,400.00	October 31, 2026	=
November 1, 2027 – October 31, 2028	FSM and HCM Project Completion	\$700,000.00	\$275,000.00	\$975,000.00	October 31, 2027	=
November 1, 2028 – October 31, 2029	FSM and HCM Project Completion	\$750,000.00	\$225,000.00	\$975,000.00	October 31, 2028	=
November 1, 2029 – October 31, 2030	FSM and HCM Project Completion	\$850,000.00	\$145,000.00	\$995,000.00	October 31, 2029	=
November 1, 2030 – October 31, 2031	FSM and HCM Project Completion	\$923,400.00	\$71,600.00	\$995,000.00	October 31, 2030	=
November 1, 2031 – October 31, 2032	FSM and HCM Project Completion	\$995,000.00	\$0.00	\$995,000.00	October 31, 2031	=

Customer Account ID:	372281
Infor GL ID:	US06A
Account Executive Name:	Claudia Santacoloma

Primary-Use Address:	Invoice Address:
City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301 USA	City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301 USA
Contact Name: Susan Grant	Contact Name: Accounts Payable
Contact Phone: 954-828-5145	Contact Phone: 954-828-5175
Contact email: sugrant@fortlauderdale.gov	Contact email: acctspayable@fortlauderdale.gov

—IV. Additional Terms

The consulting services set forth in the Infor Consulting Fixed Fee Services Work Order signed concurrently with this Order Form will be delivered as part of a bundled subscription offer, and are not separately valued, priced, or subject to a credit or refund from Infor.

Please visit <https://www.infor.com/customer-center/MTcloud> for benefits related to the Infor Multi-tenant Cloud Customer Bill of Rights (only applicable to Subscription Software hosted in a multi-tenant environment).

Exhibit 1 – Service Level Description is attached to and made a part of this Order Form.

Education Services: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO INFOR CAMPUS MEMBERSHIPS OR ANY EDUCATION SERVICES AND INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH AN INFOR CAMPUS MEMBERSHIP OR ANY EDUCATION SERVICES SHALL NOT EXCEED THE ANNUAL FEE PAID BY CUSTOMER FOR SUCH INFOR CAMPUS MEMBERSHIP OR EDUCATION SERVICES (AS APPLICABLE) FOR THE ANNUAL PERIOD IN WHICH THE LIABILITY FIRST AROSE.

Google Third Party Products: 1) Google, Inc. (“Google”) retains all ownership and intellectual property rights in any Google Third Party Products, including but not limited to applicable “Google Content” licensed with or otherwise accessible via any Subscription Services, Subscription Software or Component Systems provided or licensed hereunder. “Google Content” means any content provided by Google through any Google Third Party Products or services (whether created by Google or its third party provider licensors), including map and terrain data, photographic imagery, and traffic data; 2) Licensee is prohibited from publication of benchmark tests run on any Google Third Party Products; 3) Google is a third party beneficiary to this Order Form and any agreements between Licensee and Infor, which govern this Order Form; 4) In connection with the Google Third Party Products, Licensee shall at all times comply with the then current terms located at the following URLs: (i) the Google Maps / Google Earth Additional Terms of Service at: http://maps.google.com/help/terms_maps.html; (ii) the Google Maps / Google Earth Legal Notices at: http://maps.google.com/help/legalnotices_maps.html; and (iii) the Google Service’s Acceptable Use Policy at: https://www.google.com/work/earthmaps/legal/universal_aup.html.

Infor Birst Subscription Software Storage. Infor Birst Cloud Subscription Software includes 1 terabyte of storage at no additional charge. This storage limitation is aggregated across all of Customer’s Birst environments and applies regardless of whether it is subscribed for on a single Order Form or across multiple Order Forms.

As of the Effective Date of this Order Form, the current version of the Mobile Supplement is attached and incorporated herein (the “Mobile Application Supplement”) and sets forth additional terms and conditions applicable to Customer’s access to and use of the Mobile Application Subscription Software licensed herein. 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.

Customer elects to terminate maintenance upon Order Form Date for its Infor-owned perpetually licensed Component Systems with the same product functionality as the Subscription Software licensed herein. Customer will receive Transitional Support for such Component Systems until the earlier of: (i) the “go live” date at which time the licensed Subscription Software will be available for beneficial production use or (ii) eighteen (18) months after the Order Form Date, included as part of the Subscription Fee. “Transitional Support” is defined as phone support, incident logging and resolution, and issue correction commensurate with the level of support available for the version of the on-premises software currently installed by Customer however, Transitional Support excludes any upgrades, tax and regulatory updates, third-party products or enhancements to the on-premises licenses. Infor will issue a credit equal to the amount of unused, prepaid maintenance fees. The credit will be calculated from the end of the month of the Order Form Date and will either be applied to Customer’s outstanding or future invoices or remitted back to Customer in the form of a refund, the specific method being Infor’s sole discretion.

For the purpose of clarification, the below Third-Party Component Systems shall not receive Transitional Support as laid out above. If Licensee requires support for these Component Systems during the transitional period, then they will need to continue to renew support. Licensee may cancel support for these Component Systems per the terms of the Agreement.

	Part # (if applicable)	Subscription Software	License Restriction Quantity	Type	Support Level
PROD: Fort Lauderdale					
1	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP
2	BPP-MVX	MF COBOL Server Application Runtime - Windows	130	CU	XTP
3	EPM-BI-MAST-DEV	Infor BI ImportMaster Developer	1	NU	XT
4	EPM-BI-MAST-RT	Infor BI ImportMaster Runtime	1	SV	XT
TEST: Fort Lauderdale					
3	BPP-MVC	MF Visual COBOL for Windows Compiler	2	NU	XTP
4	BPP-MVX	MF COBOL Server Application Runtime - Windows	20	CU	XTP

Tax and Regulatory Release: With respect only to the Tax and Regulatory Release Subscription Software listed in Subscription Software section of this Order Form, notwithstanding anything to the contrary in the Agreement, Customer shall be permitted to access such Subscription Software, in object code form and in an environment selected by Customer, for the purpose of operating such Subscription Software in connection with its perpetually-licensed Component Systems during the subscription period set forth herein.

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.

<p>for: Infor Public Sector, Inc. (Infor)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Typed or Printed Name</p> <p>_____</p> <p>Job Title</p> <p>_____</p> <p>Date</p> <p>_____</p>	<p>City of Fort Lauderdale, Florida, a Florida Municipality</p> <p>for: _____ (Customer or Licensee)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Typed or Printed Name</p> <p>_____</p> <p>Job Title</p> <p>_____</p> <p>Date</p> <p>_____</p>
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The Parties hereby enter into this Agreement as of the date signed by the City Manager:

City of Fort Lauderdale:

Attest:

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher Lagerbloom, City Manager

Approved as to form: _____
Rhonda Hasan, Assistant City Attorney

Witness: (Company name)

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____ (NAME OF CORPORATE OFFICER SIGNING), _____ for (NAME OF CORPORATION)., a Florida corporation authorized to do business in the State of Florida.

(SEAL)

(Signature of Notary Public – State of (INSERT STATE))

Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

Exhibit 1 to SaaS Order Form

Service Level Description

Infrastructure – The services are supported by commercially reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
- Hardware and software redundancy in support of virtualized and physical servers; and
- Storage solutions that provide redundant back end data storage.

Infor maintains a disaster recovery site where Customer's data is replicated on a regular basis.

Technical Change Management – Infor maintains change management system to ensure review and controlled implementation of changes that Infor may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

Security & Privacy – Infor takes great care to protect non-public information provided to us by our customers. Infor may have access to non-public information from multiple sources that include:

- Directly from use of one of Infor's hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by an Infor hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Infor has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

- **Security Policies:** We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- **Information Security Organization:** Infor's management is committed to security and has established an organization responsible for the security of non-public information.
- **Asset Management:** All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- **Human Resources Security Practices:** In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- **Physical and Environmental Security:** Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.
- **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- **Communication and Operations Management:** Infor has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor's own policies and procedures regarding the protection of confidential information.

- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- **Compliance:** We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

Scheduled Maintenance – The services shall be subject to a regularly scheduled weekly maintenance window. Infor makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Licensee’s users. While most of Infor’s maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee’s primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered “Scheduled Maintenance”.

Availability – Infor’s goal is to provide access to the services at Infor’s Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Infor’s service level objective is 99.5% Availability measured on a monthly basis.

Availability for the Subscription Services is measured monthly as a percentage of Scheduled Available Minutes.

- “Scheduled Available Minutes” are the total minutes in a month less the number of Scheduled Maintenance minutes in the applicable month.
- “Available Minutes” is the number of Scheduled Available Minutes in a month less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- “Availability” is a percentage calculated as the Available Minutes in a month divided by the Scheduled Available Minutes in the month.

For example, in a 30-day month with 1 Scheduled Maintenance window of 4 hours, there are 42,960 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 4 hrs. x 1 Scheduled Maintenance window) = 42,960). If the Subscription Services experienced an outage of 2 hours outside of Schedule Maintenance, there were 42,840 Available Minutes in the month (42,960 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is 42,840 / 42,960 = 99.7%.

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- Outages due to factors outside of Infor’s reasonable control (for example, a network or device failure at Customer’s site or between Customer and Infor’s data centers);
- Delays in email or webmail transmission to or from the hosted application;
- Connectivity issues outside of Infor’s direct control (e.g. DNS issues);
- Force Majeure events;
- Outages attributable to the acts or omissions of Customer or Customer’s employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Customer;
- Periods of Down Time at Customer’s request;
- Outages that result from Customer’s equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor’s direct control); and
- Performance degradation due to Customer’s use of the services in excess of the scope of Customer’s license, usage restrictions, or product limitations outlined in the applicable Agreement.

MOBILE APPLICATION SUPPLEMENT

In connection with Licensee's license to the Mobile Application Subscription 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.

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