



ORDER FORM

This Order Form is subject to the terms of Exhibit 9 (Subscription License and Services Agreement) of the Master Contract between Infor (US), Inc. and City of Corpus Christi ("Licensee") with an Effective Date of May 15, 2013 (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: "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, Programs or Licensed Programs; "Support" may be referred to in the Agreement as Support, Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support; 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

	Part # (if applicable)	Subscription Software	License Restriction*	
			Quantity	Type
1	LMS-S-LMSLM	Learning Management Subscription	3,500	EU
2	LMS-S-LMADHR	Learning Management Ad-Hoc Reporting Subscription	3,500	EU

*If specified in the License Restriction field:

- EU = "End User" means Licensee's current (i.e. non-terminated) full-time, part-time, or seasonal employees, consultants or contractors who either (i) use the Component System directly or (ii) whose records, schedules, or related data are processed by the Component System.

Support is included in Subscription Services. Support Type: see Exhibit 1 for Support level description.

II. Subscription Term and Subscription Fees

Initial Subscription Term: Subscription Service Ready Date through five (5) years	
Additional Annual Subscription Fee: \$40,000.00	
Fee for Initial Subscription Term:	\$200,000.00
Total Amount Due (before applicable taxes):	\$200,000.00

All amounts are in US Dollars unless otherwise specified.
Currency: United States Dollars

III. Payment Terms

Annual Payment Terms:

Licensee shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced promptly upon the Subscription Service Ready Date. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies. Licensee shall pay all invoices within 15 days of the date of the invoice.

Licensee Account ID: 100013196
Infor GL ID: US0AB
Account Executive Name: Shelly Carroll

Primary Location Address:	Invoice Address: (if blank, the Primary Location Address shall be used for Invoicing)
City of Corpus Christi 1201 Leopard Street Corpus Christi, TX 78401	
Contact Name: Belinda Mercado	Contact Name:
Contact Title:	Contact Title:
Contact Phone: 361-826-3732	Contact Phone:
Contact email: bmercado@cctexas.com	Contact email:

IV. Definitions

“Subscription Service Ready Date” means the date Infor informs Licensee that the Subscription Service is accessible, but not ready for use, by Licensee for the respective Subscription Software listed in this Order Form. This date is not synonymous with any Licensee launch or go-live date (date software is ready for use).

V. Additional Terms

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties.

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).

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. 227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, 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 227.7202 and by a license agreement.

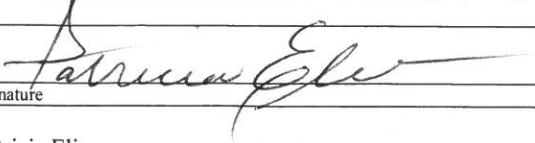
By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

Licensee’s purchase of the subscription 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.

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

Effective date of this Order Form: _____ (the "Order Form Date")

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

For: Infor (US), Inc.	For: City of Corpus Christi (Legal Name of Licensee)
	
Signature	Signature
Patricia Elias	Ronald L. Olson
Typed or Printed Name	Typed or Printed Name
Associate General Counsel	City Manager
Title	Title
February 12, 2015	
Date	Date

ATTEST:

Rebecca Huerta
City Secretary

Date

APPROVED AS TO FORM:

Buck Brice (Date)
Assistant City Attorney
For City Attorney

EXHIBIT 1 TO ORDER FORM
 SERVICE LEVEL DESCRIPTION
 FOR
 INFOR LEARNING MANAGEMENT SYSTEM

This Service Level Description describes the certain operational details and service levels for Infor’s Learning Management System (the “LMS”) which the Licensee has subscribed for pursuant to a Subscription License and Services Agreement (the “Agreement”). This Service Level Description describes the Subscription Services and Support offered under the Agreement and is considered part of the Documentation as defined in the Agreement. This Service Level Description is organized around three major concepts: A) LMS Architecture and User System Requirements, B) Technical Support and C) Hosting Services Description. Capitalized terms not otherwise defined in this Exhibit 1 shall have the meanings set forth in the Agreement.

A. LMS Architecture and User System Requirements

The Software and Hardware Requirements listed in this Exhibit 1 represent the minimum requirements necessary for the LMS to operate.

Note A - Infor reserves the right to discontinue support of any third party software components that are no longer supported by their respective vendors as a lack of support from the vendor may prohibit Infor from providing a satisfactory solution to errors that may be encountered by the Licensee during normal use. Furthermore, if Licensee encounters an error on a supported platform, the corrective course of action recommended by Infor may be to apply patches or fixes provided by the respective hardware or software vendor in order to resolve the error.

Note B - The System Requirements for LMS may change over time. Infor will notify customers of material changes likely to affect use of the LMS six months in advance to allow time to make or plan any necessary changes.

Infor offers the LMS in a hosted, software as a service (SaaS) environment (such environment the Hosting Services). The platform for the Hosting Services will be selected, managed, and maintained by Infor. The primary hosting environment for the LMS is in the United States. Infor reserves the right to select one or more alternate environments for the Hosting Services or move to another hosting location at any time. Upon request of Licensee, Infor will provide Licensee with additional detailed information regarding the operating environment from which the Hosting Services are provided.

LMS Administrator

Infor’s browser-based administrative application is used by LMS administrators to control access to LMS, set up learning events, and view the results of learning activities.

Software Requirements	
Operating System	Microsoft Windows XP, Windows Vista, or Windows 7
Browser	Microsoft Internet Explorer 8.0 or above
Microsoft Silverlight Runtime	Microsoft Silverlight Runtime 4.0 or above is required.
Hardware Requirements	
CPU	Pentium-class processor running at 1.5 GHz or above
Memory	1 GB RAM or above (2 GB RAM recommended)
Display	1024 x 768 or above with 65,000 colors
Connectivity	LAN connection to a TCP/IP network with 256 Kbps connection or above

LMS Content Creator (“LMS CC”)

Authors use Infor’s Windows-based, template-driven authoring environment to create LMS course content. LMS CC requirements are as follows.

LMS CC Software Requirements	
Operating System	Microsoft Windows XP, Windows Vista, or Windows 7
Browser	Microsoft Internet Explorer 8.0 or above
Adobe Flash Plug-in	The Adobe Flash 9 or above plug-in is required by Content Creator.
Microsoft Office	To leverage the Microsoft Office Integration features of Content Creator, Microsoft Office 2003 or Microsoft Office 2007 or Microsoft Office 2010 must be installed and activated.
Microsoft .NET Framework	In order to convert Microsoft PowerPoint documents into Adobe Flash files, authors must have the .NET Framework 2.0 (with SP1 or above) installed.
LMS CC Hardware Requirements	
CPU	Pentium-class processor running at 1.5 GHz or above
Memory	1 GB RAM or above (2 GB RAM recommended)
Hard Disk	100 MB hard disk space for application plus additional space for course content
Display	1024 x 768 or above with 65,000 colors
Connectivity	LAN connection to a TCP/IP network with 256 Kbps connection or above
Sound	Windows-compatible sound card and speakers (required if audio is used in courses)

LMS Portal, Learner and SCORM Player

Learners use Infor’s web-based learning environment to access LMS courses and track their learning.

LMS Portal, Learner and SCORM Player Software Requirements	
Operating System	Microsoft Windows XP, Windows Vista, or Windows 7 Mac OS X
Browser	Microsoft Internet Explorer 8.0 or above Mozilla Firefox 4.0 or above Apple Safari 4.0 or above
Optional Plug-ins (dependent on course content)	Media players and versions dependent on course content Adobe Flash Player 9.0 or above
LMS Portal, Learner and SCORM Player Hardware Requirements	
CPU	Pentium-class processor running at 1 GHz or above
Memory	512 MB RAM or above (1 GB RAM recommended)
Display	800 x 600 with 256 colors minimum (1024 x 768 or above with 65,000 colors recommended)
Connectivity	LAN connection to a TCP/IP network or 56 Kbps dial-up connection or above
Sound	Windows compatible sound card and speakers (required if audio is used in courses)

LMS Offline Viewer

Learners use Infor's client based course viewer application to interact with LMS courses while not connected to the Internet.

LMS Offline Viewer Software Requirements	
Operating System	Microsoft Windows XP, Windows Vista, or Windows 7
Browser	Microsoft Internet Explorer 8.0 or above
Java Runtime Environment	Sun Microsystems Java Runtime Environment (JRE) 1.4 or above Microsoft JVM
Optional Plug-ins (dependent on course content)	Adobe Flash Player 9.0 or above Additional media players and their required versions are dependent on course content
LMS Offline Viewer Hardware Requirements	
CPU	Pentium-class processor running at 1 GHz or above
Memory	512 MB RAM or above (1 GB RAM recommended)
Hard Disk	30 MB hard disk space for application plus additional space for course content
Display	800 x 600 with 256 colors minimum (1024 x 768 or above with 65,000 colors recommended)
Connectivity	LAN connection to a TCP/IP network or 56 Kbps dial-up connection or above
Sound	Windows compatible sound card and speakers (required if audio is used in courses)

LMS Mobile:

Mobile Hardware and Software Requirements: Below is the list of mobile devices, operating systems, and LMS functions currently supported in a mobile environment. The manufacturers, distributors or carriers of the mobile devices and operating systems referenced below have not certified or endorsed the LMS. The list below is intended only to indicate that the mobile devices on this list have adequate memory to run the LMS and the operating systems are capable of running the LMS based on Infor's internal testing. Performance of the LS on any mobile device depends on, among other factors, the mobile broadband carrier and data plan selected by the user, available bandwidth and local coverage, and other applications that maybe running simultaneously with the LMS. Testing for compatibility for all devices on all carriers is not feasible. However, Infor will make reasonable efforts to trouble shoot and resolve compatibility issues for the supported devices listed below.

Infor has optimized LMS to run on desktops and tablets. The application detects the type of device being used and makes UI and other adjustments automatically including:

- Resizing buttons
- Re-organizing menus
- Remembering users last position in the course

Supported Tablets

Apple iOS

iOS versions 5.x

- iPad 2
- iPad 3

Android

2.3.x *Gingerbread*

3.x.x *Honeycomb*

4.0.x *Ice Cream Sandwich*

- Samsung Galaxy Tab
- Samsung Galaxy Tab 2
- Sony Tablet S (coming soon)
- Kindle Fire (coming soon)

BlackBerry PlayBook

Playbook OS 2.0

Supported Smart Phones

Apple iOS

iOS versions 4.x, 5.x

SUPPORTED DEVICES:

- iPhone 4S
- iPhone 4
- iPhone 3GS
- iPhone 3G
- iPod touch

BlackBerry

SUPPORTED DEVICES:

- Series 90xx (Bold)
- Series 93xx (Curve)
- Series 95xx (Storm)
- Series 96xx (Tour)
- Series 97xx (Bold)
- Series 98xx (Torch)
- Series 99xx (Bold)

Android

- Any Android Smart Phones running on Fryo 2.2 or greater.

Windows Mobile

- A Windows Mobile 7 device with an IE-7 or greater browser

Infor LMS functions supported in Mobile Environment:

LMS Mobile serves learners by supporting all portal features including collaboration, advance certification, competency management, transcripts, notifications, impersonation, and reports on tablets. It also tracks all course scores and sessions, including scores and sessions for third party content optimized for mobile delivery. All portal functions in LMS mobile are managed by your desktop/ laptop- based LMS administrator.

LMS Mobile also supports some of the key Portal Functionality such as “My Courses”, “My Transcript” & “My Profile” on Smart Phones.

B. Technical Support

Infor provides technical support (“Support”) and other services as noted herein under the terms and conditions in this Agreement. Licensee’s purchase at least one of the three Support packages described in Appendix 1 below.

Levels of Support

- **Level 1 Support (“Help Desk”)** is provided directly to the Registered Users. Infor believes that the most efficient approach to providing Level 1 support is via Licensee’s Help Desk. Therefore, Infor provides comprehensive training and documentation for the Licensee’s Help Desk. Because of the intuitive nature of the Learner interface, the Level 1 support call ratio is insignificant – typically 1% or less - and generally involves help with issues unrelated to the LMS software or its system requirements. Nevertheless, should Licensee request Level 1 support, Infor will provide such support through Help Desk partnering at a mutually agreed cost based on the Licensee’s needs.
- **Level 2 Support** is provided directly to professionals designated by the Licensee. Cases will be classified as either “How To” or “Software Default”, as defined below. All other cases shall be deemed Level 3 Support.
 - The **“How To”** case refers to clarification on a single topic or feature of the Software. The “How To” inquiries may pertain to the installation, configuration, or operability of the LMS. Clarification of “How To” cases does not involve replication, corrections, or enhancements to the operation of the LMS and is not a “Software Default” defined as follows:
 - A **“Software Default”** case means any incident, defect, breakdown, or blockage in the Software that prevents the LMS from performing substantially in accordance with its Documentation and the “User System Requirements” as specified in this Exhibit 1. Clarification of “Software Default” cases involves replication, corrections, or enhancements in the operation of the LMS. All other defaults, including, but not limited to, defaults caused by the Licensee’s IT environment, content produced by vendors other than Infor, personal hardware configurations, and customizations and configurations not authorized by Infor, are not a Software Default. Infor maintains the right to, from time to time, update and modify the “User System Requirements” with new versions of the software and will provide commercially reasonable notice of such modifications to the Licensee. Licensee shall provide Infor prompt written notice of any “Software Defaults”, including all necessary information to replicate the default, documentation, technical assistance and, when necessary, access to the computing device on which the issue occurred, including all information and cooperation necessary to reproduce such failure.
- **Level 3 Support** required by professionals designated by the Licensee for troubleshooting any issues that are not classified as Software Defaults. This, includes, but is not limited to, Licensee created Flash Templates, SCORM or AICC related issues for content other than content created by Infor, customization or configuration of the LMS features beyond the scope of documentation and training, and the troubleshooting of any Licensee specific product enhancements. Infor Support will escalate these issues to a Technical Account Manager and / or other designated professionals as required, and these cases will be billed at an hourly rate to be agreed upon prior to performance of any such services.

Technical Support Criteria

Infor shall not be obligated to provide Support in the following instances:

- (a) Licensee is not using the LMS in accordance with its then current User System Requirements, Documentation and Training.
- (b) Any error reported by Licensee and reasonably determined by Infor to be due to a cause other than the LMS software, including, without limitation, Licensee’s misuse of the LMS or infrastructure.
- (c) Licensee fails to install or approve deployment of any maintenance release packages provided by Infor.
- (d) Licensee obtains or modifies the LMS software source code without Infor authorization.
- (e) Licensee uses, installs or attempts to use or install software which interfaces with the LMS , or writes to or modifies any data file maintained or accessed by the LMS which has not been authorized by Infor.
- (f) Licensee requests for customization of documentation.

- (g) Licensee requests for edits or changes to the LMA software, the LMS CC, SCORM, or AICC courses.
- (h) Licensee requests for troubleshooting issues related to the use of third party development tools and third party content.
- (i) Licensee requests for manipulation of data.
- (j) Licensee requests for Ad Hoc Report creation beyond the scope of documentation.
- (k) Licensee requests for troubleshooting SCORM or AICC content issues that have not gone through compliance/conformance checks through tools such as ADL Test Suite or SCORM Cloud.

Any Support services provided by Infor to address problems caused by any of the above reasons will be escalated to an Infor Technical Account Manager and billed at an hourly rate to be agreed upon prior to performance of any such services.

- Support shall be provided by means of remote access to the LMS or Licensee’s computer systems or through telephonic support. Any technical support related services provided to Licensee on-site are chargeable at Infor’s then current time and materials rates.
- Support shall not be provided directly to Registered Users. Support shall be provided only to the contact persons designated by Licensee by written notice to Infor.

Default Definitions

1. Hosting Services:

Fatal Default	Server down or site inoperable, i.e., Software is not available
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2. Software Defaults:

Software Default	Software Default shall mean any incident, defect, breakdown, or blockage in the Software that prevents the Software from performing substantially in accordance with its Documentation and the “System User Requirements” as specified in this Exhibit 1. All other defaults including, but not limited to, defaults caused by the Licensee’s IT environment, content produced by vendors other than Infor, personal hardware configurations, and customizations and configurations not authorized by Infor, are not a Software Default.
Severity of Default:	
Blocking Default	Blocking default shall mean a Software Default that prevents all Registered Users from using the LMS. This could be a server hardware issue, a global outage, or a deployment issue.
Major Default	Major default shall mean a Software Default that prevents a majority of Registered Users (over 50%) from using one or more functions of the LMS. Users can continue to work on the majority of other functionalities and may use workarounds for defective features while waiting for a resolution. The overall operation of the LMS is not completely affected.
Minor Default	Minor default shall mean any Software Default other than a Blocking Default or a Major Default is preventing some Registered Users from using the LMS or using a Software function.

3. Level of Urgency:

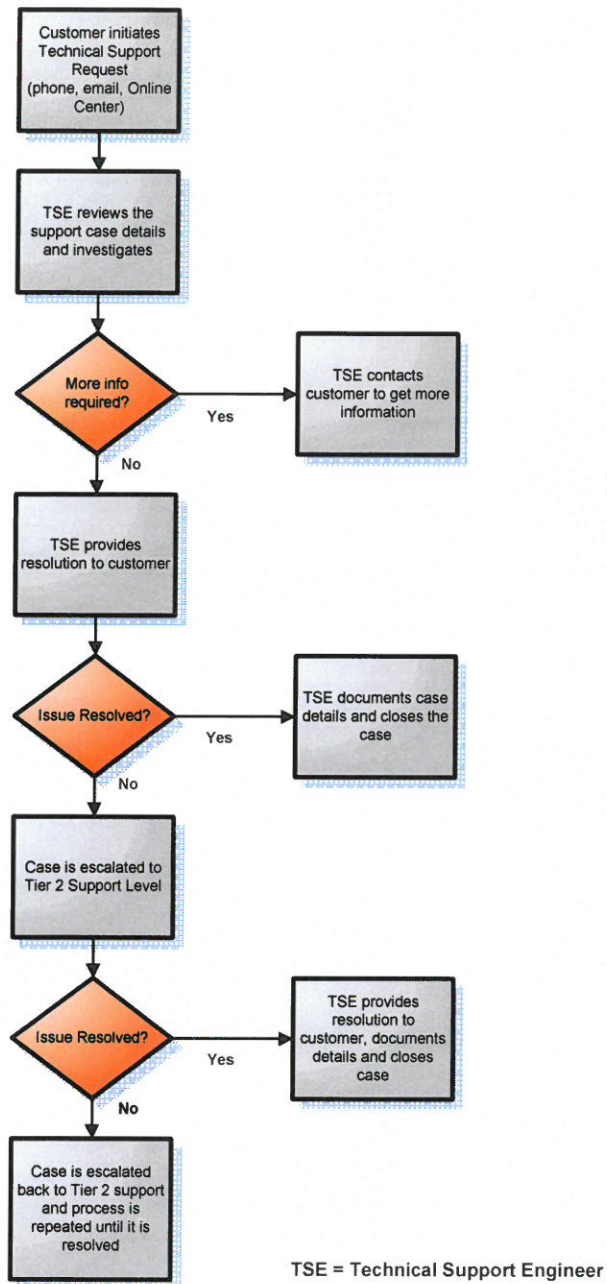
Urgency	This is a qualification of the bug within the Licensee context. It helps identify the level of urgency and special attention required for the fixing of the defects.
Level of Urgency:	
High	<p>This level of urgency has a high disturbance on Licensees business processes and set objectives. For example, on a set and communicated date, the Licensee has a product launch and many people are targeted or the Licensee has established a deployment date where many departments are expecting. In this case, the following features could be considered as important features to fulfill the objective:</p> <ul style="list-style-type: none"> ➤ The ability to use LMS CC to create courses and to publish them to the server. ➤ The ability for users to access their enrolled or available curriculum / courses. ➤ The ability for an Administrator to set up curriculum/courses and assign them to individuals or groups. ➤ The ability to import SCORM and AICC courses.
Medium	<p>This level of urgency does not prevent Users and / or Administrators from accessing or configuring the most important functionalities. However, certain features could malfunction preventing the Licensee access to nominal levels of automation and be forced to use a degraded mode of operation. This situation concerns functions such as:</p> <ul style="list-style-type: none"> • Some system notifications are not being received. • Reporting data accurate in most areas, but not all. • Certifications cannot be printed. • The Search function is slow or does not show the required result
Low	This level of urgency does not cause any impact on Licensees operations. Any situation considered as cosmetic or somewhat limiting in nature.

Software Defaults:

Priority Level	Default Type	Level of Urgency	Time to acknowledge	Time to restore in business hours*
1	Blocking Default	High	Within one business hour	Within 24 business hours
2	Major Default	High	Within three business hours	Within 72 business hours (For Content Creator issues – 5 business days)
3	Major Default	Medium	Within 3 business hours but shall not exceed 24 hours or the next business day if a weekend.	Within 15 business days
4	Minor Default	Low	Will vary with the Support Package purchased by the Licensee, but shall not exceed 24 hours or the next business day in the case of a weekend or holiday.	Commercially reasonable efforts to restore within the next monthly update, unless agreed for a later restoration with the Licensee, which agreement will not be unduly withheld.

* Excludes time to replicate the Default and assumes that Licensee provides adequate information to replicate the Default; and if the Licensee hosts the Software, the Licensee provides timely access to Licensee's servers to replicate the Default, or enables Infor to replicate the exact Licensee environment on its servers at Licensee's expense.

Technical Support Resolution Process



Production and Staging Environments

The LMS installation consists of two production sites and one staging site.

- **Live Site (View Server)** – This site hosts live courses and Registered Users access this site for their learning needs.
- **Course Development Site (Edit Server)** – This site is used for the development and testing of courses.
- **Staging Site** – This site is used for defect verification and approval of Software hot fixes.

Deployment Process for Licensee Reported Software Defaults

1. **The Licensee reports a Software Default to Infor Support.**
2. Infor Support reproduces the default and escalates to Infor Development;
 - a. The default is reproduced in the Staging site; it is logged and assigned to the Infor Development team
 - b. Infor personnel may require the Staging site be replicated with data from the Live site as needed to troubleshoot the default. Typical turnaround time is one business day.
3. Infor Development corrects the defect and provides fix to Infor QA;
 - a. The development team fixes the defect and a hot fix package is created
 - b. The hot fix package is deployed to a QA environment for regression testing
 - c. The hot fix package is approved by Infor QA.
4. Infor Support validates the hot fix package and notifies the Licensee;
 - a. The hot fix is deployed to the Staging site and is validated again by Infor Support
 - b. Once the hot fix is validated on the Staging site, the Licensee is notified that the hot fix is available
 - c. The Licensee is required to review the hot fix on the Staging site and approve deployment to the Production environment.

Level 3 Support Services

Infor offers services beyond the scope of Support which are available at an additional cost or pursuant to a mutually agreed Software Services Agreement and Statement of Work. The following is list of typical Level 3 support requests:

- Ad Hoc Report consulting
- Instructional design consulting
- Course development
- New implementation projects and/or configurations beyond the initial Software rollout
- Development of multimedia and graphics for Portals and/or course content
- Customizations and/or new feature development within the Software
- Integration projects involving but not limited to Web Services or the HR Integration Utility
- Troubleshooting of client-created flash templates
- Creation of custom reports and/or reporting views
- Software use training

Support Contact Information

Professionals designated by the Licensee can submit their Support incidents in the following manner:

- By logging in to the Infor Xtreme Portal at <http://www.inforxtreme.com> for all Support Packages
- By calling Infor Global Support at 1-877-772-4111, Monday through Friday - reserved for Plus and Premier Packages only. For a detailed listing of all support numbers visit <http://www.infor.com/contact/>

Individuals authorized to submit support requests to Infor

The following individuals are authorized to submit support requests to Infor (**Please fill in full name and title**);

Licensee contact _____

Licensee contact _____

Licensee contact _____

Holidays:

Infor Support will not be available during public holidays in the U.S. Generally, holidays falling on the weekend are observed on the Monday of the following week.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day / Day after Thanksgiving
- Christmas Day

Tracking Support Cases:

Infor will communicate the status of cases on a frequent basis. Named individuals of the Licensee will have access to Infor's Xtreme Support portal at <https://www.inforxtreme.com> which is available 24 hours a day, 7 days a week to track the status of incidents for all Support Packages. The Licensee will also have access to the the LMS Knowledgebase and Documentation Library on this site.

Appendix 1 - Level 2 Support Packages

Technical Support Services	
“How To” / Informational Cases	<ul style="list-style-type: none"> • Licensee poses a question or requests clarification on a single topic or a feature of the Software • Maximum of 30 minutes per case • Each 30 minute “How To” case counts as one (1) Support Credit. If more time is required, additional support credits can be applied.
Software Default Cases	<ul style="list-style-type: none"> • A Default Case is a fully documented single default reported by the Licensee with adequate information to enable Infor to replicate the default internally in the environment conforming to the User System Requirements. Resolution of such case may involve several interactions between the Licensee and the support group. • Infor shall fix defaults determined to be the Software Defaults at no charge to the Licensee. • Fixes for defaults other than Software Defaults will be deemed Services subject to an SOW and billed accordingly. • Maximum of 60 minutes per case. • Each 60 minutes counts as two (2) Support Credits. If more time is required, additional support credits can be applied.
Hosting Services Default	<ul style="list-style-type: none"> • Infor hosting environment is down i.e. LMS is not available
Services:	<p>The following services are not Level 2 “How to” or “Software Default” cases and will be billed in hourly increments at an hourly rate to be agreed upon in writing prior to provision of such services. Services that are not Level 2 include, but are not limited to:</p> <ul style="list-style-type: none"> • Client requests for conference calls and live meetings other than status called covered by support packages purchased by the licensee • All Level 3 Support - troubleshooting issues other than “Software Defaults” • Request for Ad Hoc Report creation • Request for content changes to a LMS or SCORM/AICC course • Troubleshooting courses created by parties other than Infor • Editing of multimedia and graphics files for inclusion within any LMS component • Request for data manipulation • Request made for database backup retrieval and/or data restoration

Standard, Plus and Premier Services		Standard	Plus	Premier
Methods to open ticket		Email / Online only	Email / Online / Phone	Email / Online / Phone
Online 24 x 7 Technical Support Center Access -- to submit tickets, access FAQ's and Knowledgebase, download documentation		Free	Free	Free
# of Support Incidents Included: - How To Cases (up to a 30 minute case = 1 support credit) - Software Default Cases (up to a 60 minute case = 2 support credits)		24 credits	30 credits	30 credits
Hours of Support: <ul style="list-style-type: none"> • Central European time zone One time zone is included in each support package. Licensees must designate one time zone on the Order Form. The Premier Support package includes one additional time zone for free. Time zones can be added for an additional charge of \$2,500 per year.		Mon - Fri 9:00 am - 6:00 pm 9:00 am - 6:00 pm 9:00 am - 6:00 pm 9:00 am - 6:00 pm	Mon - Fri 8:00 am - 5:00 pm 8:00 am - 5:00 pm 8:00 am - 5:00 pm 8:00 am - 5:00pm	Mon - Fri 8:00 am - 7:00 pm 8:00 am - 7:00 pm 8:00 am - 7:00 pm 8:00 am - 7:00 pm
Designated Technical Support Engineer (TSE)		None	Included	Included
Response Time in business hours <ul style="list-style-type: none"> • How -To cases • Blocking default cases • Major Defaults cases • Minor Defaults 		9:00 am - 5:00 pm Next business day 1 hour 3 hours Next business day	9:00 am - 5:00 pm Same business day 1 hour 3 hours Same business day	9:00 am - 5:00 pm Within 2 hours 1 hour 2 hours Within 3 hours
Priority Ticket Routing		None	None	Included
Weekly / Biweekly 30 minute Status Calls and / or pre-agreed reports		None	Biweekly	Weekly
Personalized Services: In addition to the Standard, Plus and Premier packages, customized support packages with tailored services and dedicated Technical Account Managers (TAM's) are offered. The TAM brings expertise in order to maximize the Software's benefits and implement best practices accumulated over 16 years of Infor's experience. The TAM can assist with change management, serve as a technical advisor, assist with customizations, integrations, new features, web services, creation of ad hoc reports, SCORM/AICC support, HR utility issues, portal modification, competency management, etc.		TAM Pricing: Note - each day is 9:00 am - 5:00 pm; with a one hour lunch. <ul style="list-style-type: none"> • Ad Hoc assistance at \$1,750 per day • 5 day package - \$1,500 per day • 10 day package - \$1,400 per day • 25 day package - \$1,200 per day • 50 day package - \$1,000 per day 		

C. Hosting Services Description

This Section C describes the Hosting Services environment currently provided by Infor in the United States. Infor reserves the right to select one or more alternate environments for the Hosting Services or move to another hosting location at any time. Upon request of Licensee, Infor will provide Licensee with additional detailed information regarding the operating environment from which the Hosting Services are provided.

Hosting Services Infrastructure - The Hosting 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 Licensee'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 Hosting 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.
- **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.

- **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.
- **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 if 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 Hosting 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 Hosting 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 Hosting 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.