



## SaaS Order Form

This Order Form is subject to the terms of the Subscription License and Services Agreement between **Infor (US), Inc.** ("Infor") and **City of Corpus Christi, Texas** ("Licensee") with an effective date of **October 28, 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: "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; "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

#### PROD: Corpus Christi (CLOUD)

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	HAN-S-H8AMB	Hansen 8 - Asset Management Bundle Subscription Includes: Hansen 8 - Asset Management for Facilities Subscription Hansen 8 - Asset Management for Transportation Subscription Hansen 8 - Asset Management for Utilities Subscription Hansen 8 - Configured Assets Subscription Hansen 8 - CDR Web Services Subscription Hansen 8 - Assets Web Services Subscription Hansen 8 - Billing Web Services Subscription Hansen 8 - Work Management Subscription Hansen 8 - Customer Service Subscription Hansen 8 - Open 311 API Subscription Hansen 8 - Microsoft Exchange Subscription Hansen 8 - Asset Valuation Subscription	60	NU	CXTE
2	HAN-S-H8CDREB	Hansen 8 - CDR Enhanced Bundle Subscription Includes: Hansen 8 - CDR Bundle Subscription Hansen 8 - Open 311 API Subscription Hansen 8 - Microsoft Exchange Subscription Hansen 8 - CDR Web Services Subscription Hansen 8 - Assets Web Services Subscription Hansen 8 - Billing Web Services Subscription	85	NU	CXTE
3	HAN-S-H8CSB	Hansen 8 - Customer Service Bundle Subscription Includes: Hansen 8 - Customer Service Subscription Hansen 8 - Call Center Subscription Hansen 8 - Open 311 API Subscription Hansen 8 - Microsoft Exchange Subscription Hansen 8 - CDR Web Services Subscription Hansen 8 - Assets Web Services Subscription Hansen 8 - Billing Web Services Subscription	120	NU	CXTE
4	HAN-S-HDYP-CDR	Hansen Dynamic Portal for CDR Subscription Includes:	385,000	POP	CXTE

		Hansen Dynamic Portal for Permits Subscription Hansen Dynamic Portal for Licensing Subscription Hansen Dynamic Portal for Planning Subscription Hansen Dynamic Portal - Use Module Subscription Hansen Dynamic Portal for Customer Service - Responsive Design Subscription			
5	HAN-S-H8UBB	Hansen 8 - Utility Billing Bundle Subscription Includes: Hansen 8 - CIS Billing Subscription Hansen 8 - Open 311 API Subscription Hansen 8 - Microsoft Exchange Subscription Hansen 8 - CDR Web Services Subscription Hansen 8 - Assets Web Services Subscription Hansen 8 - Billing Web Services Subscription	150,000	ACCT	CXTE
6	HAN-S-HDYP-UB-RD	Hansen Dynamic Portal for Util. Billing Responsive Design Subscription	110,000	ACCT	CXTE
7	HAN-S-H8AWMM	Hansen 8 - Water Meter Management Subscription	60	NU	CXTE
8	HAN-S-H8CDRB	Hansen 8 - CDR Billing Subscription	28,000	ATRAN	CXTE
9	HAN-S-MOBILE-CDR	Infor Field Inspector CDR Subscription	30	NU	CXTE
10	S3F-S-CSPSFPRO	Infor CloudSuite Public Sector Financials and Procurement Subscription	4,000	EM	CXTE
11	S3F-S-GMPMOB	Infor Grant Management Bundle Subscription	4,000	EM	CXTE
12	S3S-S-SRM	Supplier Relationship Mgmt (Strategic Sourcing, Contract Mgmt, Supplier order mgmt) Bundle Subscript	4,000	EM	CXTE
13	S3S-S-MSCMSU	Mobile Supply Chain Management Subscription (Single tenant)	4,000	EM	CXTE
14	BPP-S-XMLTSU	Design Studio Subscription	4,000	EM	CXTE
15	TAM-S-CSAGHR	Infor CloudSuite HCM Global Human Resources Subscription ALC	4,000	EM	CXTE
16	TAM-S-CSATAM	Infor CloudSuite HCM Talent Management Subscription ALC	4,000	EM	CXTE
17	HRM-S-CSAPAY	Infor CloudSuite HCM HRM Payroll Subscription ALC	4,000	EM	CXTE
18	PMP-S-ADMN-SQL	Infor CPM Administrator & Developer - SQL Subscription	2	NU	CXTE
19	PMP-S-BUD-PLAN	Infor CPM Budgeting & Planning Subscription	220	NU	CXTE

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

\* If specified in the User Restriction field:

- **"ACCT" = Accounts** - Quantity represents the number of billable customers, residential or commercial, which are invoiced by the Component System.
- **"ATRAN" = Annual Transactions** - Quantity represents the number of entries processed annually by the Component System, including but not limited to such sources as bank account summaries, bank account statements, accounting reports from any interface software, excel import templates, purchase orders, sales orders and invoices, regardless of whether such entries are entered manually or electronically.
- **"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.
- **"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.

- **"POP" = Population** - Quantity represents the maximum number of persons who reside within the jurisdiction of Licensee and an increase in population which exceeds the Quantity specified will carry additional License and Support Fees.

**\*\*Support Level for Subscription Software:**

CXTE = Subscription Services Elite Support - During the Subscription Term, Licensee is eligible to receive the standard support which Infor makes generally available to its subscription customers, and Licensee is eligible to receive access to a Customer Success Manager. The Customer Success Manager (CSM) has a focus on the overall relationship with the Licensee. The CSM's role is not technical in nature. The CSM will interface with the Licensee's key stakeholders with strategic Infor contacts including Product Management and Development as needed. The CSM will have regular meetings with the Licensee that will include regular business and strategy meetings. The goal of these meetings is to review progress toward licensee's business goals and ensure alignment with licensee's strategic objectives. Additional information regarding deliverables of Elite Support may be found at: <http://www.infor.com/support/support-plan-features/>

**II. Subscription Term and Subscription Fees**

**Annual Subscription Fee: \$755,000.00**

**Initial Subscription Term: Subscription Service Ready Date through 5 years from Subscription Service Ready Date.**

**Fee for Initial Subscription Term : \$3,775,000.00**

**Total Amount Due (before applicable taxes): \$3, 775,000.00**

Unless otherwise specified all amounts are in United States Dollar

**Currency: USD**

**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 30 days of the date of the invoice.

<b>Licensee Account ID:</b>	100013196
<b>Infor GL ID:</b>	US0AB
<b>Account Executive Name:</b>	Shelly Carroll

<b>Primary-use Address:</b>	<b>Invoice Address:</b>
City of Corpus Christi, Texas 1201 Leopard Street Corpus Christi, TX 78401 USA	City of Corpus Christi, Texas 1201 Leopard Street Corpus Christi, TX 78401 USA
Contact Name: Belinda Mercado	Contact Name: Belinda Mercado
Contact Title:	Contact Title:
Contact Phone: 361-826-3732	Contact Phone: 361-826-3732
Contact email: bmercado@cctexas.com	Contact email: bmercado@cctexas.com

**IV. Customized or Modified Software**

The Parties agree that the following terms in the Subscription License and Services Agreement are hereby modified as follows in regards to the modifications and the Services set forth herein:

- **Availability:** Any period of unavailability which is determined to have been caused by a modification shall not be counted in the availability percentage as described in the downtime warranty.

- **Future Updates:** Any future updates or upgrades of modifications are not included in the Subscription Fee and will require a separate billable engagement for updates.
- **Limitation of Liability:** Infor will not have any liability for any breach of warranty, data breach, or other breach of personal or confidential information caused or contributed to by a modification.
- **Data Correction:** any data accuracy or integrity issue caused by a modification will require a separate billable engagement for remediation.

*For avoidance of doubt, any support or other services required by Licensee as a result of prior customization or modification to the products that are now licensed under this SaaS Order Form, shall be provided upon request at Infor's then-current billable rates.*

#### **V. Additional Terms**

1. "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).
2. Exhibit 1 –Service Level Description is attached to and made a part of this Order Form.
3. Exhibit 2 –The Mobile Software Supplement attached hereto and incorporated herein (the "Mobile Supplement"), sets forth additional terms and conditions applicable to Licensee's access to and use of the Mobile Software described in this Order Form. The terms of the Agreement are hereby amended by the Mobile Supplement as it relates to the Mobile Software. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Supplement, the provisions of the Mobile Supplement shall govern and control.
4. Licensee elects to terminate maintenance upon Subscription Service Ready Date for its perpetually licensed Component Systems with the same product functionality as the Subscription Software licensed herein. Licensee will receive Transitional Support on those 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 Subscription Service Ready Date, included as part of the Subscription Fee. Transitional Support is defined as phone support, incident logging and resolution, but excludes any upgrades or enhancements to the perpetual 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 Subscription Service Ready Date and will either be applied to the customer's outstanding or future invoices, or remitted back to the customer in the form of a refund, the specific method being Infor's sole discretion.
5. 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.
6. 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 227.7202 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.
7. Effective date of this Order Form: **October 28, 2016** (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 (US), Inc.



Signature

Brad Steiner

Typed or Printed Name

VP & Deputy General  
Counsel

Title

September 28, 2016

Date

for: City of Corpus Christi, Texas  
(Licensee)

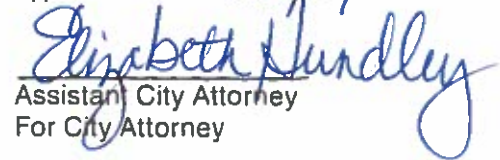
Signature

Typed or Printed Name

Title

Date

Approved as to form: 10/6/16



Assistant City Attorney  
For City Attorney

## 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 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 services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

**Cloud Storage** - Infor Subscription Software solutions include two (2) terabytes of storage at no additional charge. This storage limitation is for the Licensee's production environment only and applies to each Infor CloudSuite or Subscription Software product line, regardless of whether they are subscribed for on a single Order Form or across multiple Order Forms.

**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 4 weekly Scheduled Maintenance windows of 8 hours, there are 41,280 Scheduled Available Minutes ((60 min. x 24 hrs. x 30 days)-(60 min. x 8 hrs. x 4 weeks) = 41,280). If the Subscription Services experienced an outage of two hours outside of Schedule Maintenance, there were 41,160 Available Minutes in the month (41,280 Scheduled Available Minutes – 120 minutes of unavailability). The resulting Availability percentage is 41,160 / 41,280 = 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 Licensee's site or between Licensee 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 Licensee or Licensee's employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Licensee;
- Periods of Down Time at Licensee's request;
- Outages that result from Licensee'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 Licensee's use of the services in excess of the scope of Licensee's license, usage restrictions, or product limitations outlined in the applicable Agreement.

## Exhibit 2 MOBILE SUPPLEMENT

In connection with Licensee's license to the Mobile Software (the "Mobile Application") as specified in the Order Form to which this Mobile Supplement ("Supplement") is attached, Licensee may use 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, Licensee Users will be prompted to agree to either 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), and 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.

4. **Intellectual Property.** INFOR retains all ownership and intellectual property rights in the Mobile Application. Licensee and Licensee Users may not: (a) modify the Mobile Application; (b) provide or make the Mobile Application available to any third party; (c) use the Mobile Application to provide third party training for INFOR products; (d) assign the Agreement or the EULA or transfer the Mobile Application or any interest thereto to any other individual or entity; (e) decompile, disassemble or reverse engineer (except to the extent permitted by applicable law) the Mobile Application; (f) create derivative works based on the Mobile Application; or (g) use any INFOR name, trademark or logo.

5. **Warranty.** THE MOBILE APPLICATION IS LICENSED "AS IS," WITHOUT ANY WARRANTY WHATSOEVER. INFOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE MOBILE APPLICATION, IN WHOLE OR IN PART, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE MOBILE APPLICATION, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION, OR WILL MEET LICENSEE'S OR LICENSEE USERS' REQUIREMENTS. LICENSEE AND LICENSEE USERS ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE MOBILE APPLICATION, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, SECURITY AND USE IN A PRODUCTION ENVIRONMENT. LICENSEE AND LICENSEE USERS EXPRESSLY ACKNOWLEDGE AND AGREE THAT AVAILABILITY OF THE MOBILE APPLICATION IS SUBJECT TO APPLE'S SOLE DISCRETION AS THE OPERATOR OF THE APPLE APP STORE, AND GOOGLE'S SOLE DISCRETION AS THE OPERATOR OF THE GOOGLE PLAY STORE (AS APPLICABLE) AND INFOR RESERVES THE RIGHT TO CHANGE, SUSPEND, LIMIT, REMOVE OR DISABLE ACCESS TO THE MOBILE APPLICATION AND ITS FEATURES AND FUNCTIONS AT ANY TIME WITHOUT NOTICE. NEITHER APPLE NOR GOOGLE HAS ANY WARRANTY OBLIGATION WITH RESPECT TO THE SOFTWARE AND THE MOBILE APPLICATION.

6. **Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INFOR BE LIABLE TO LICENSEE, LICENSEE USERS OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING IN CONNECTION WITH USE OR INABILITY TO USE THE MOBILE APPLICATION OR IN CONNECTION WITH INFOR'S PROVISION OF OR FAILURE TO PROVIDE SERVICES PERTAINING TO THE MOBILE APPLICATION, OR AS A RESULT OF ANY DEFECT IN THE MOBILE APPLICATION, OR AS A RESULT OF ANY CHANGE, SUSPENSION, REMOVAL OR DISABLING OF ACCESS TO THE MOBILE APPLICATION. THIS DISCLAIMER OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION THAT MAY BE BROUGHT AGAINST INFOR, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION ANY ACTION FOR NEGLIGENCE, PRODUCT LIABILITY, FAILURE OF THE MOBILE APPLICATION TO CONFORM TO ANY LEGAL OR REGULATORY REQUIREMENT OR CLAIMS ARISING UNDER CONSUMER PROTECTION OR SIMILAR LEGISLATION. LICENSEE'S AND LICENSEE USER'S SOLE REMEDY FOR BREACH OF THIS SUPPLEMENT BY INFOR OR FOR ANY OTHER CLAIM RELATED TO THE MOBILE APPLICATION OR THIS SUPPLEMENT SHALL BE TERMINATION OF THIS SUPPLEMENT AND THE EULA. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES SHALL INFOR AND ITS LICENSORS BE LIABLE TO LICENSEE, LICENSEE USERS OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES.

7. **Indemnification.** INFOR will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incur because of a third party claim that use of the Mobile Application as permitted under this Agreement and the Apple Terms of Use and the Google Terms of Service (as applicable) infringes any copyright of others. INFOR's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify INFOR of any such claim; (ii) Licensee must in writing grant INFOR sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice INFOR's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with INFOR to facilitate the settlement or defense of the claim. INFOR will not have any liability hereunder to the extent the claim arises from (a) any modification of

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