



Cloud Services Agreement

Agreement ID:

This Cloud Services Agreement (the “Agreement”) is between:

1. **Infor (United Kingdom) Ltd** (registered in England under No: 02766416) whose registered office is at One Central Boulevard, Blythe Valley Park, Solihull B90 8BG (“Infor”) and

and entered as of the last signature date below.

The parties agree as follows:

1. Definitions.

“**Affiliate**” means, with respect to either party, any entity that directly or through one or more intermediaries Controls, is Controlled by, or is under common Control with a party, where “Control” means the ownership of greater than 50% of such entity’s voting interests.

“**Applicable Law**” means any applicable law, or declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, or other binding restriction of or by any governmental authority, having the full force and effect of law.

“**Authorized Users**” means employees and contractors of Customer and its Affiliates.

“**Cloud Services**” means online access to Infor’s Software-as-a-Service identified in the applicable Order Form, including related features and functionality, as well as related Support.

“**Confidential Information**” means non-public information identified as, or would be reasonably understood to be, confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Cloud Services. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of Recipient; (ii) Discloser regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; (iv) is independently developed by Recipient without use of Confidential Information; or (v) is a comment or suggestion about the other party’s products or services.

“**Customer Data**” means information provided, entered or uploaded by Authorized Users into the Cloud Services. Customer Data is Confidential Information of Customer.

“**Discloser**” means the party providing Confidential Information to the Recipient.

“**Documentation**” means the current documentation made generally available through the Infor support portal (or alternative online equivalent method) describing the features, functions, and operation of the Cloud Services.

“**Information Security Plan**” means the security plan referenced in the applicable Order Form setting forth the security measures with respect to the Cloud Services and Professional Services.

“**Initial Subscription Term**” means the initial subscription period set forth on the applicable Order Form.

“**Intellectual Property Rights**” means any and all rights in patents, copyrights, trademarks, trade secrets and service marks.

“**Order Form**” means any order form signed by the parties that references this Agreement pursuant to which Customer purchases Cloud Services.

“**Personal Data**” means personal information that identifies and/or can be used to identify an individual, or as further defined by applicable data protection laws. Personal Data is a subset of Confidential Information.

“**Professional Services**” is defined in Exhibit A to this Agreement. If Infor provides professional services under an existing Infor professional services agreement (as specified in the work order for such professional services) such

professional services are not subject to this Agreement and all references herein to Professional Services are inapplicable.

“Professional Services Fees” means fees for Professional Services as set forth in the applicable Work Order.

“Recipient” means the party receiving Confidential Information of Discloser.

“Renewal Term” means any renewal term following expiration of the Initial Subscription Term.

“Subscription Fees” means the fees for the Cloud Services set forth on the applicable Order Form.

“Subscription Term” means the Initial Subscription Term or any Renewal Term, as applicable.

“Support” means, as more fully set out in the Order Form, (a) providing Customer with access (via the internet, telephone or other means established by Infor) to Infor’s support helpline, (b) installing, when and if generally available, Updates; and (c) using reasonable efforts to correct or circumvent any deviation between the functionality of the Cloud Services and the Documentation. Support does not include Professional Services, including, without limitation, any of configuration, installation or implementation.

“Third-Party Offerings” means products and services that are provided by third parties, interoperate with the Cloud Services, and are licensed by Customer under such third parties’ own applicable license terms.

“Updates” means generally available updates, enhancements or modifications to the then current, general release version of the Cloud Services.

“User Restriction” means any limitation on the Cloud Services identified in an Order Form (e.g., number of Authorized Users or locations). User Restrictions are cumulative for all Authorized Users.

“UserID” means a unique user identification credential used in combination with a unique password to access the Cloud Services.

2. Rights and Restrictions.

- a. **Rights Grant by Infor.** Subject to this Agreement and the applicable Order Form, including applicable User Restrictions therein, Infor hereby grants Customer the right, for it and its Authorized Users, to access, in Infor’s operating environment, the Cloud Services, during the Subscription Term, solely for the internal operations of Customer and its Affiliates. Customer shall ensure Authorized Users comply with this Agreement and shall be liable for any noncompliance by Authorized Users.
- b. **Affiliate Order Forms and Work Orders.** Affiliates of Customer may execute Order Forms and Work Orders under this Agreement, each of which shall constitute a separate, distinct and independent contract between Infor and the Customer Affiliate thereto. All references to the rights and obligations of Customer in this Agreement will apply to the Customer Affiliate that entered into such Order Form or Work Order. For clarity, such Affiliate Order Form shall be for a separate environment than existing Customer Order Forms. Infor shall only be entitled to enforce the rights and remedies under this Agreement against Affiliate in the event of a breach of such Order Form or Work Order by that Affiliate. For clarity, if the Affiliate is no longer an Affiliate of Customer, Order Forms and Work Orders signed by such Affiliate continue in effect under the terms of this Agreement.
- c. **Documentation.** Infor hereby grants Customer a non-exclusive, non-transferable license (without the right to sublease or sublicense) to make a reasonable number of copies of the Documentation for the internal operations of Customer and its Affiliates in accordance with this Agreement. Authorized Users must reproduce the unaltered Intellectual Property Rights notice(s) in any such copies.
- d. **Additional Restrictions.** Authorized Users are prohibited from (i) attempting, causing or permitting the reverse engineering, disassembly or de-compilation of the Cloud Services; (ii) using the Cloud Services to provide service bureau services to, or to otherwise provide data processing services for the benefit of, third parties; (iii) allowing the Cloud Services or Documentation to be used by, or disclosing all or any part of the Cloud Services or Documentation to, any person except Authorized Users; (iv) removing or altering any Intellectual Property Rights notice(s) embedded in, or that Infor otherwise provides with, the Cloud Services or Documentation; (v) violating or circumventing any restrictions specified in this Agreement or technological restrictions in the Cloud Services; or (vi) providing Customer Data that violates third party rights.
- e. **Export Restrictions.** Customer acknowledges the Cloud Services are subject to U.S. export control laws and other applicable export and import laws. Authorized Users will not export, reexport, transfer, or use the Cloud Services in violation of applicable export or import laws, economic sanctions laws, or other Applicable Laws.

3. **Cloud Services.**

- a. **User Accounts.** Customer shall ensure unique UserIDs and passwords are assigned to each Authorized User and Customer shall be responsible for managing such UserIDs and passwords. Customer shall maintain, and shall cause its Authorized Users to maintain, the confidentiality of UserIDs and passwords. Customer is responsible for all activities undertaken with UserIDs registered on Customer's account. Customer will immediately notify Infor of any unauthorized use of UserIDs.
- b. **Connectivity.** Customer is responsible for ensuring latency and available bandwidth from Authorized Users' devices to Infor's hosted routers are adequate to meet Customer's desired level of performance. Customer is responsible for securing connectivity to Infor's environment, including securing VPN connectivity for single tenant environments.
- c. **Extensions and Customizations.** Customizations are not permitted. "Customizations" means modifications to the generally available Cloud Services, other than Extensions. "Extensions" means configurations and extensions created via the standard user interface or tools included in the generally available Cloud Services. Customer owns all right, title and interest to Customer created Extensions using Cloud Services. Further, Customer understands Infor, its service partners, and customers have created, and will continue to create, Extensions similar to Customer created Extensions, and so Customer grants Infor, its Affiliates, their customers, and Infor's service partners, a nonexclusive, transferable, irrevocable, perpetual, worldwide, royalty-free license to host, copy, use, distribute, modify and create derivative works of Extensions.
- d. **Service Level Agreement.** The service level agreement referenced in the applicable Order Form discusses availability, scheduled maintenance, business continuity, disaster recovery, and Support.
- e. **Reservation of Rights.** Subject to the limited rights expressly granted by this Agreement, Infor and its third party licensors reserve all of their right, title and interest in and to the Cloud Services.
- f. **Abrogation of Support.** Infor has no Support obligations to the extent caused by (i) any Third Party Offerings, unless required to be used by Infor; or (ii) issues resulting from or arising out of professional services performed other than by Infor.

4. **Payment and Taxes.**

- a. **Fees.** Payment terms are specified in the Order Form or Work Order. Customer shall be responsible for reasonable fees associated with third party collection efforts actually incurred by Infor as a result of Customer's failure to pay on time. After the Initial Subscription Term, Subscription Fees are subject to annual adjustment. Renewal Subscription Fees are due prior to the commencement of the Renewal Term. Except as otherwise set forth in this Agreement, all payments are non-refundable.
- b. **Taxes.** Customer is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor's net income or capital stock). Applicable tax amounts (if any) are not included in the fees set forth on any Order Form or Work Order. Infor will invoice Customer for applicable tax amounts.
- c. **Invoice Dispute.** Infor will not exercise its suspension or termination rights with respect to non-payment by Customer if Customer reasonably disputes the applicable fees in writing and in good faith and is cooperating diligently to resolve the dispute. Invoices will be sent to the electronic address identified in the Order Form. However, if the parties are unable to resolve such a dispute by the due date, each party shall have the right to seek any remedies it may have under this Agreement. For clarity, any undisputed amounts must be paid in full.

5. **Warranties.**

- a. **Limited Warranties.** Infor warrants that, during the Subscription Term, (i) the Cloud Services will operate materially consistent with the Documentation and (ii) Updates will not result in a material loss in key functionality (Updates that require a different look and feel, or manner, to achieve similar functionality, or changes to programming language consistent with industry standards, are not a material loss in functionality). If Infor remains in breach of either such warranty after good faith efforts following Customer written notification to Infor (within 60 days of the alleged breach) providing reasonable detail for Infor to be able to recreate the nonconformance Customer may elect to terminate the access rights for the affected Cloud Services pursuant to Section 8b, in which case Infor shall promptly refund to Customer the portion of the Subscription Fee paid to Infor from the date of the breach for the affected Cloud Services giving rise to the warranty claim.

- b. Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent any alleged breach of warranty is caused by: (i) any Third Party Offerings, unless required to be used by Infor; or (ii) issues resulting from or arising out of professional services performed other than by Infor.
- c. Disclaimer of Warranties. Except as expressly provided in this Section 5 or Exhibit A (if applicable) neither Infor nor its third-party licensors make any other warranties whatsoever, express or implied, with regard to the Cloud Services. Infor and its third-party licensors explicitly disclaim all warranties of merchantability and of fitness for a particular purpose. Infor and its third-party licensors expressly do not warrant that any Cloud Services, in whole or in part, will be error free, operate without interruption or meet Customer's requirements.

6. Confidential Information.

- a. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Infor will use and disclose Customer's Confidential Information only to its employees, Affiliates, and contractors ("Infor Representatives") and to the extent necessary to further and fulfill the purposes of this Agreement. Customer will use and disclose Infor's Confidential Information only to its Authorized Users and to the extent necessary to further and fulfill the purposes of this Agreement. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of 10 years after termination of any applicable Order Form or Work Order.
- b. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section by any of its, in the case of Infor, Infor Representatives and, in the case of Customer, Authorized Users, and shall ensure such Infor Representatives, or Authorized Users, are bound by confidentiality obligations no less restrictive than those herein.
- c. If Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if Recipient should be advised by counsel of any obligation to disclose such Confidential Information, Recipient shall provide Discloser with prompt notice of such request or advice (if allowed by law) so Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, Recipient shall provide only that portion of Discloser's Confidential Information which is legally required to be provided and use reasonable efforts to assure the information is maintained in confidence by the party to whom it is furnished.
- d. The Data Protection Agreement for Customers V 05.24 and located at www.infor.com/data-protection-agreements is hereby incorporated by reference with the same force and effect as though fully set forth herein. The parties agree that signatures to the Agreement are deemed signatures to the Data Protection Agreement and the Standard Contractual Clauses (if applicable).

7. Indemnity by Infor.

- a. Infor will defend, indemnify and hold harmless Customer and its Affiliates (the "Indemnitees") from and against any loss, cost and expense to the extent arising from a third party claim against the Indemnitees ("Claim") (1) that the Cloud Services or Work Product infringe any Intellectual Property Rights of others, when used by Authorized Users in accordance with this Agreement and, as applicable, the Order Form or Work Order; or (2), subject to Section 9(e), resulting from disclosure of Personal Data in breach of this Agreement or, as applicable, the Order Form or Work Order to the extent caused by Infor's breach of the Information Security Plan or Data Protection Agreement.
- b. Infor's obligations under this Section are expressly conditioned on the following: (1) Customer must promptly notify Infor of any such Claim; (2) Customer must, in writing, grant Infor sole control of the defense of any such Claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer; and (3) Customer must reasonably cooperate with Infor to facilitate the settlement or defense of the Claim. If Customer chooses to represent its own interests in any such Claim, Customer 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.
- c. Notwithstanding the foregoing, Infor will not be obligated under this Section to the extent the Claim arises from (1) Customizations; (2) any Third Party Offerings (for clarity with respect to Work Product, any third party product interacting with Work Product) unless required to be used by Infor; or (3) Work Product containing Customer provided information or customized per Customer direction.

- d. If the Cloud Services or Work Product are, or in Infor's opinion are likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (1) obtain for Customer the right to continue using the Cloud Services or Work Product per the terms of this Agreement and, as applicable, Order Form or Work Order; (2) replace the Cloud Services or Work Product with products or services that are substantially equivalent in function, or modify the Cloud Services or Work Product so they become non-infringing and substantially equivalent in function; or, if (1) or (2) are not available on commercially reasonable terms, (3) terminate the applicable Order Form (with respect to Cloud Services) or Work Order (with respect to Work Product) and refund to Customer (a) with respect to Cloud Services, the un-used portion of the paid Subscription Fee, if any, for the Cloud Services giving rise to the Claim or (b) with respect to Work Product, an equitable portion of the paid Professional Services Fees with respect to such infringing Work Product. This Section sets forth Infor's exclusive obligation and liability with respect to infringement of Intellectual Property Rights.

8. Term and Termination.

- a. Term. The Initial Subscription Term will be specified in the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other party at least 90 days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be (Infor will notify Customer at least 30 days prior to the notice period of the Renewal Term and the next Subscription Fee). Except as otherwise expressly set forth in this Agreement, the Subscription Term cannot be terminated prior to its expiration date. Following 30 business days' prior written notice, Infor reserves the right to suspend access to the Cloud Services in the event of any past due Subscription Fees.
- b. Right of Termination. If either party breaches any material obligation in this Agreement (excluding Exhibit A) and/or an Order Form and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate the applicable Order Form by providing written notice to the breaching party. If all Order Forms and Work Orders under this Agreement are expired or terminated, this Agreement may also be terminated by a party providing the other written notice of termination.
- c. Effect of Termination. Upon the effectiveness of expiration or termination of an Order Form, Customer's rights to the Cloud Services shall immediately terminate. Expiration or termination of an Order Form will not release either party from making payments which may be owing to the other party through the effective date of such expiration or termination. Termination of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein. If an Order Form is terminated due to a breach by Infor pursuant to Section 8(b), Customer shall be entitled to a refund, on a pro rata basis, of any prepaid Subscription Fees under such Order Form applicable to the unused portion of the then current Subscription Term following the effective date of termination.
- d. Transition Assistance. Customer may request services to facilitate the orderly wind down of the Cloud Services to assist Customer or Customer's designee to transition and migrate to an alternative to the Cloud Services pursuant to terms of a mutually agreed to Work Order (the "Transition-out Services"). During the term of Transition-out Services beyond the expiration of any then scheduled Subscription Term, the Subscription Term will renew for up to 12 months pursuant to the terms of this Agreement and applicable Order Form, including pricing.
- e. Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitations of liability, and such other terms which by their nature survive termination, will survive termination or expiration of an Order Form or Work Order.

9. Limitations of Liability.

- a. No Exclusion. Notwithstanding anything to the contrary in this Agreement, neither party excludes or limits its liability in respect of death or personal injury caused by the negligence of that party, fraud, or liability for fraudulent misrepresentation or such other similar liability which cannot under Applicable Law be excluded or limited by agreement.
- b. Limited Liability. Except with respect to the "Excluded Liabilities" (defined below) and Customer's obligation to pay amounts due hereunder the total liability of either party and its Affiliates, and Infor's third-party licensors, whatever the basis of liability, in connection with or related to (1) Cloud Services will not exceed 2 times the Subscription Fees paid to Infor during the twelve month period immediately preceding the date on which such liability first arose for the Cloud Services giving rise to the liability and/or (2) Professional Services will not exceed 2 times the Professional Services Fees paid to Infor during the twelve month period immediately preceding the date on which such liability first arose for the Professional Services giving rise to liability.

- c. **Exclusion of Damages.** Except with respect to the Excluded Liabilities, in no event will either party or its Affiliates, and Infor's third-party licensors, be liable for any special, incidental, indirect, or consequential damages or damages for lost profits, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and regardless of whether such party has been advised of the possibility of such damages. Under no circumstances shall either party seek or be liable for punitive damages.
 - d. **Excluded Liabilities.** The term "Excluded Liabilities" means: (i) Infor's indemnification obligations under Section 7, except as related to section (ii) following; (ii) disclosure of Confidential Information in breach of this Agreement resulting from a party's actions, which liability shall be subject to Section (e) below; (iii) Customer's infringement or misappropriation of Infor's Intellectual Property Rights; (iv) a party's willful misconduct; and (v) the parties' obligations under Section 9(a).
 - e. **Unauthorized Disclosure of Confidential Information, Including Personal Data.** With respect to disclosure of Confidential Information in breach of this Agreement resulting from a party's actions, the total liability of the breaching party, its Affiliates, and Infor's third party licensors, including, with respect to Infor, payments pursuant to its indemnification obligations for disclosure of Personal Data as set out in Section 7(a)(2), shall not exceed 5 times the fees paid to Infor during the twelve-month period immediately preceding the date on which such liability first arose under the applicable Order Form or Work Order. To the extent such breach results in the unauthorized disclosure of Personal Data, damages shall include (1) the costs of providing notice to affected persons, (2) the cost of establishing and operating a call center to field inquiries related to such unauthorized disclosure for up to 12 months; and (3) the cost of providing credit monitoring services to affected persons, in each case to the extent required by Applicable Law and actually incurred.
- 10. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when sent by overnight courier. Notices to Customer must be sent to its address shown on the front page of this Agreement, or to such other place as it may subsequently designate in writing. Notices to Infor must be sent to Infor, Attention: Legal Counsel, Hollerithstrasse 7, 81829 Munich, Germany, and legalnotices@infor.com, or to such other place as it may subsequently designate in writing.
- 11. Force Majeure.**
- a. Neither party will be liable to the other for any failure or delay in performance under this Agreement (including any Order Form or Work Order) due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, pandemic, international sanctions, or the threat of any of the foregoing (a "Force Majeure Event").
 - b. A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event preventing its performance, provide written notice to the other party specifying the details in such regard (a "Force Majeure Notice"). If, within 15 days following a party's provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.
- 12. Assignment.** Neither party may assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other. Notwithstanding the foregoing, a party may, upon written notice to the other, and without the other's prior consent, assign or transfer this Agreement (including all Order Forms and Work Orders) to (i) an Affiliate, or (ii) its successor in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assigning party is not in breach of this Agreement and such successor has agreed, in writing to the non-assigning party, to assume all obligations of the assigning party hereunder. Any such assignment by Customer must be in its entirety; Infor may assign partially to effectuate a change of control with respect to a product or business line. Any attempted assignment or transfer in violation of the foregoing will be void.
- 13. No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
- 14. Choice of Law; Jurisdiction; Severability.** This Agreement, and all related disputes and claims hereto, shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken and the remaining provisions of this Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods shall not apply to the interpretation or enforcement of this Agreement. Other than with respect to a

breach of Section 6 (Confidential Information) or any actual or threatened misappropriation or infringement of Intellectual Property Rights, a party is not entitled to seek injunctive relief.

15. **Usage check.** Infor will check usage of Customer's compliance with this Agreement and Order Forms. If Customer has exceeded the permitted scope of use, then Customer will promptly pay Infor any underpaid Subscription Fees associated with such overuse based on any valid price option then in effect in the Order Form for additional usage or, if none, Infor's then current rates for such usage.
16. **Independent Contractors.** Infor and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them.
17. **Insurance.** During the Subscription Term Infor will maintain insurance coverage as described at <https://dam.infor.com/api/public/content/a140f29cc818435786443a746bb5410d?v=cb16ce4b>.
18. **Compliance with Laws.** In relation to the Cloud Services and Professional Services, each party will comply with Applicable Law. Cloud Services or Professional Services do not include or consist of legal advice or consulting with respect to matters of legal or regulatory compliance. Infor shall have no obligation or liability whatsoever for any loss, damage, cost or expense incurred by Customer as a result of Customer's failure to comply with the laws and regulations applicable to its business.
19. **Third Party Rights.** Unless expressly stated otherwise in this Agreement, no person other than a party to this Agreement shall have any rights to enforce any term of this Agreement either by operation of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
20. **Miscellaneous.** This Agreement together with any Order Form and Work Order, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. An Order Form or Work Order may be signed by an Infor Affiliate, in which case references to "Infor" in such Order Form or Work Order refer to such Affiliate. This Agreement, any Order Form, or Work Order, and any signed agreement entered into in connection herewith or contemplated hereby may be executed in counterparts. The parties agree that electronically exchanged or stored copies will be enforceable as original documents and consent to the use of electronic and/or digital signatures for the execution of this Agreement and further agree the use of electronic and/or digital signatures will be binding, enforceable and admissible into evidence in any dispute regarding this Agreement.

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

For: Infor (United Kingdom) Ltd

For:

(Infor)

(Customer or Licensee)

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Signature Date

Signature Date

DRAFT

**Exhibit A
(Professional Services)**

Infor's provision of Professional Services is subject to this Agreement, including the additional terms below.

1. Definitions.

"Professional Services" means the professional services Infor may provide Customer under this Agreement, including any Work Order. Professional Services expressly excludes Cloud Services.

"Work Order" means each work order signed by the parties referencing this Agreement, describing the Professional Services to be performed, and the rate(s) therein.

- 2. Work Orders.** Infor may provide Customer with Professional Services as set forth in a Work Order. Infor is under no obligation to perform any Professional Services other than pursuant to a Work Order. However, if Infor performs Professional Services at the direction of Customer and the parties have not signed a Work Order for such Professional Services, such Professional Services shall be subject to all terms and conditions herein and Infor's then current rates for such Professional Services shall apply. Infor may provide Professional Services through its third-party contractors, and is responsible for all their actions.
- 3. Scheduling and Cancellation of Scheduled Professional Services.** While Infor will try to schedule Professional Services on the date(s) requested by Customer, Customer should make staffing requests at least 4 weeks in advance to increase the likelihood the requested date(s) can be reserved. After Professional Services have been scheduled, Customer will be obligated to pay for such Professional Services as if Infor had performed such Professional Services on the scheduled date(s) and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Customer has notified Infor at least 14 days prior to the scheduled date(s) that it wishes to reschedule or cancel such Professional Services.
- 4. Conditions on Providing Professional Services.** Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must provide Infor with such cooperation, information, facilities, equipment and support as are reasonably necessary for Infor to provide the Professional Services. Unless otherwise stated in a Work Order, Infor owns and shall own all proprietary rights to any work product provided as part of the Professional Services under this Agreement, including any Work Order (the "Work Product"); however, to the extent such Work Product contains Customer Data or Customer Confidential Information, Customer shall continue to own all proprietary rights in such Customer Data or Customer Confidential Information. Infor grants Customer a non-exclusive, non-transferable license to make a reasonable number of copies of the Work Product for the internal operations of Customer and its Affiliates.
- 5. Payment of Professional Services Fees.** Unless otherwise stated in the applicable Work Order, Infor will invoice Customer for all Professional Services Fees and applicable taxes and charges on a monthly basis, as Infor renders the Professional Services or Customer incurs the charges, as applicable. Customer will reimburse Infor for actual travel and living expenses that Infor incurs in providing Professional Services.
- 6. Limited Professional Services Warranty and Remedy for Breach.** Infor warrants it will render all Professional Services under a Work Order with reasonable care and skill. If Customer notifies Infor of a breach of the foregoing warranty, Infor will re-perform such Professional Services in compliance with the foregoing warranty. Customer must provide notice to Infor of any warranty claim within 12 months of Infor's provision of the Professional Services that are subject to the warranty claim.
- 7. Right of Termination.** If either party breaches any material obligation in a Work Order, and fails to remedy such breach within 30 days of receipt of written notice of such breach, the other party may terminate such Work Order, but may not otherwise terminate this Agreement or the Subscription Term or other Work Orders on the basis of such breach. Termination of a Work Order will not release either party from making payments which may be owing to the other party under the terms of the Work Order through the effective date of such termination. Termination of a Work Order will be without prejudice to the terminating party's other rights and remedies pursuant to the Agreement, unless otherwise expressly stated herein.

**Order Form**

Agreement ID: ICMOF_297115

Opportunity ID: OP-10144357

Quote ID: SQB510014_1

Infor Entity ("Infor"):

Customer ("Customer" or "Licensee")

SaaS Agreement Name ("SaaS Agreement"):

Cloud Services Agreement

SaaS Agreement Effective Date:

This Order Form is subject to the terms of the SaaS Agreement between the parties. All terms of the SaaS Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the SaaS Agreement. Capitalized terms not defined in this Order Form are defined in the SaaS Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the SaaS Agreement, the parties shall apply terms logically.

The terms of your SaaS Agreement may differ from the terms used in this Order Form. "Subscription Services" and "Software", in the context of access rights to Infor software provided to Customer from the Infor hosted environment, refer to "Cloud Services" (as such term is used in the SaaS Agreement).

Effective date of this Order Form (the "Order Form Date") shall be the last date that this Order Form is executed either by Customer or Infor, unless otherwise stated.

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

For:

For:

(Infor)

(Customer or Licensee)

Signature

Signature

Type or Printed Name

Type or Printed Name

Title

Title

Signature Date

Signature Date

**Order Form**

Agreement ID: ICMOF_297115

Opportunity ID: OP-10144357

Quote ID: SQB510014_1

Customer: Mereo Insurance Limited

GL ID:

Customer Account ID:

Account Executive:

Maite Schmidt

I. Software

New or Additional Software

Line	Location	Product	Use Restriction	Support Level
1	PROD:Hamilton	SUN-S-SSCLOUD-ESS: SunSystems Cloud Essentials-SaaS MT		CXTP
2	PROD:Hamilton	SUN-S-SSCLOUD-BU: SunSystems Cloud Business Unit- SaaS MT		CXTP
3	PROD:Hamilton	ION-S-FOUNDATION-CE: Infor OS Foundation - SaaS MT	1 TECH-FT	CXTP
4	PROD:Hamilton	ION-S-STORAGE: Infor Storage	200 1.0GB	NAX

Annual Subscription Fee: Click or tap here to enter text.

Initial Subscription Term: Order Form Date through 3 year(s)

Fee for Initial Subscription Term: \$xx.xxx

II. Fees and Payment Terms

Currency: US (Dollar)

Payment is due within 15 days of the date of the invoice.

Customer 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 Order Form 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.

Primary-Use Address	Invoice Address

III. Additional Terms

1. User/License Definitions if specified in the User Restriction field can be found at <https://licensedefinitions.infor.com/>

2. Support Level Definitions:

"CXT" = Infor Essential (24x5); "CXTP" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program; "CCFS" = Infor CareFor Success program; Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>

NAX = Not Applicable.

3. Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.

4. The subscription(s) set forth herein are in addition to any subscription(s) Customer may have purchased previously.
5. Customer's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Customer may choose to purchase from Infor contemporaneously with this Order Form or in the future.
6. In consideration for the pricing and terms under this order form, Infor may refer to Customer as a customer in press releases and written and verbal communications. Customer agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.
7. 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 Software hosted in a multi-tenant environment).
8. The Service Level Agreement and the Information Security Plan set forth additional terms and conditions applicable to Customer's access to the Software and use of the Subscription Services. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Service Level Agreement or Information Security Plan, the provisions of the Service Level Agreement or Information Security Plan shall govern and control.

The Service Level Agreement can be found at: <https://www.infor.com/service-level-description>. While the Service Level Agreement may be changed from time to time, changes will not (i) change the Availability levels and associated credits, or the Triggering Event, (ii) decrease RPO/RTO, or (iii) cause any material decrease in the Support provided to Customer during the Subscription Term for which Customer has paid the applicable Subscription Fees.

The Information Security Plan can be found at: <https://www.infor.com/security-plan>. Changes to the Information Security Plan are allowed provided Infor maintains a comparable or better level of security in the aggregate for the Systems and Data (as defined in the Information Security Plan).