

(ATTACHMENT 2) ACTION TO REQUEST TO WAIVE ADMINISTRATIVE POLICY 3.09(9)(e) AND ENTER INTO A CONTRACT WITH INFOR PUBLIC SECTOR, INC. FOR THE IMPLEMENTATION OF A NEW HRMS/FIS SYSTEM AND AUTHORIZE THE PURCHASE OF SOFTWARE LICENSES AND MAINTENANCE FROM STELLAR SERVICES, INC.

Contract Requisition Number: CR030246
Contract Number: C026345
Vendor Number: V028692

**MILWAUKEE BOARD OF SCHOOL DIRECTORS
PROFESSIONAL SERVICES CONTRACT**

This Contract is being entered into this 26th day of May, 2017, by and between Infor Public Sector, Inc. (“Contractor” or “Infor”) and Milwaukee Board of School Directors (“MPS” or “Licensee”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Contractor shall provide, implement and maintain the Infor Cloud Suite ERP to MPS for purposes of replacing MPS’ current HRMS/FIS system. Contractor shall also implement the PCI myRevenueSystem and supervise the implementation of MHC Document Management.

Contractor shall specifically perform the services set forth in the “Services Work Orders” attached hereto as Attachment 1, in accordance with the terms of this Contract, Contractor’s “Software Services Agreement” attached hereto as Attachment 2, and all “RFP Documents” set forth in Attachment 4. Contractor was selected pursuant to RFP 932. As such, Attachment 4 includes RFP 932 (including all exhibits and appendices), Addenda 1, 2, 3 to RFP 932, Contractor’s Response to RFP 932, Clarifications to RFP 932 and Contractor’s Best and Final Offer (BAFO), and the revised Appendix B and follow up clarifications associated with the revised Appendix B). Infor warrants that all software and services will be delivered in accordance thereof for seven (7) years from the Effective Date.

The purchase of all software components referenced herein shall occur through Stellar via PO. Notwithstanding the foregoing, all of Contractor’s responsibilities with respect to the software and implementation are set forth in this Contract and all of its Attachments.

Contractor shall provide, at its own expense, all personnel required to perform the services under this Contract. In the event Contractor utilizes subcontractors, independent contractors or other similar partners, Contractor represents and warrants such work will be performed in accordance with the terms of this Contract.

2. TERM

This Contract shall be in effect from June 1, 2017 through June 30, 2024 (“Initial Term”), with the option to extend for three additional one year terms upon mutual written agreement of the parties.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this Initial Term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

The estimated Time and Materials Services fees under this Contract is \$5,138,626. The estimated travel expenses under this Contract are \$694,800. Total compensation for the Subscription Software and Subscription Services under this Contract shall not exceed \$12,134,208.31 in the Initial Term.

If Licensee has a dispute with an invoice, Licensee shall notify Infor of any disputed fees within five (5) days of the invoice date. Promptly after the written request of either party, each of the parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning any invoices or Subscription Fees. Such designated representatives should resolve the dispute within five (5) business days after the initial request, if not resolved within 5 business days either party may request that this is re-evaluated by Infor management and management of Licensee either in person or by telephone to resolve the dispute in good faith within fifteen (15) calendar days after the second request and paid within the payment terms set forth on the applicable Order Form or Work Order. If Licensee does not notify Infor of a dispute with an invoice, such invoice shall be deemed approved and shall be paid in accordance with the payment terms set forth on the applicable

Order Form or Work Order. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

Milwaukee Public Schools
ATTN: Chad Meyer
5225 W. Vliet Street
Milwaukee, WI 53208

A properly submitted invoice must include a description of the dates and hours worked, and the tasks performed. All invoices are due within 30 days after invoice date. It is mutually agreed that State Prompt pay law does not apply to this Contract.

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the

Contract, and relieve MPS of any further obligations under the Contract. MPS agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all payments called for under the Contract, and use its best efforts and take all steps to cause such appropriations to be made. In the event that funds for the succeeding fiscal period cannot be obtained, then MPS may terminate this Contract at the end of any fiscal period by giving written notice to Contractor at least thirty (30) days prior to the first day of such fiscal period for which appropriations cannot be made.

5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

6. INDEMNITY

The Contractor shall indemnify and hold MPS, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any claim for personal injury or death, or loss of or damage to real or tangible personal property, to the extent caused by the negligence or willful misconduct of the Contractor, its agents, subcontractors or employees in any way connected with performance under this Contract. Contractor's obligation to indemnify MPS is conditioned upon MPS (a) promptly notifying Contractor after MPS learns of the suit or claim, and no delay by MPS providing that notice materially prejudices the rights of Contractor; (b) giving Contractor authority to defend or settle the suit or claim (provided that Contractor does not agree to any settlement that materially prejudices MPS); (c) giving Contractor all available non-privileged information reasonably requested by Contractor concerning the suit or claim; (d) not making any admissions that prejudice, or might prejudice the defense, except as may be elicited during lawful judicial process; and (e) reasonably cooperating with Contractor in the defense.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not be subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

Workers' Compensation	Statutory Limits
Employers' Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence
Professional Liability (including cyber liability)	\$1,000,000 per occurrence/\$2,000,000 aggregate

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. Contractor shall provide MPS a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

9. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. If MPS does not provide Contractor with a valid tax exempt certificate, Contractor's invoices will include applicable taxes.

10. IRREPARABLE HARM

INTENTIONALLY OMITTED

11. TERMINATION BY CONTRACTOR

Contractor may, at its option, suspend or terminate this Contract, or portions thereof, upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

12. TERMINATION FOR BREACH OF CONTRACT

If either party fails to fulfill its material obligations under this Contract in a timely or proper manner, or violates any of its provisions, the non-breaching party shall thereupon have the right to terminate it by giving thirty (30) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, either party promptly cures the alleged violation with such thirty (30) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract. Notice to Contractor of an alleged breach of warranty will not constitute a notice of termination of this Contract. In the event of termination for Contractor's uncured material breach, subject to Section 14 of the Subscription License and Services Agreement, Contractor will refund to Licensee the pre-paid unused Subscription Fees for the Subscription Software so terminated.

13. TERMINATION BY MPS

INTENTIONALLY OMITTED

14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time.

15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Notwithstanding the foregoing, Contractor may, upon prompt written notice to MPS but without MPS' consent, assign all of Contractor's rights and obligations under this Contract in connection with a merger, reorganization, sale or transfer of substantially all of the capital stock or assets of Contractor or its applicable operating division.

16. PROHIBITED PRACTICES

A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.

B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."

C. No MPS employee may enter into this Contract for services that the MPS employee would otherwise perform as an employee.

D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.

E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

18. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

21. CHOICE OF LAW & FORUM

The state or federal district courts for the State of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

22. TIMING

Each party agrees that time is of the essence with respect to performing its responsibilities hereunder. Contractor will not be responsible for delays due to MPS' delays in providing necessary information, feedback or approvals, data integrity issues, or other circumstances outside of Contractor's control. MPS will not be responsible for delays due to Contractor's delays in providing necessary information, feedback or approvals, data integrity issues, or other circumstances outside of MPS's control.

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

25. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. See Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 et seq. If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof provided by MPS to Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained containing MPS information covered by this Contract.

27. MPS LOGO/PUBLICITY

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

28. ORDER OF PRIORITY

Should Contractor and MPS sign Contractor's Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

The following documents are attached to this Contract as Exhibits, listed in their order of priority in the event of a conflict:

The following Attachments are listed in order of precedence, and are hereby incorporated into this Agreement.

- (a) Attachment 1- Services Work Orders
- (c) Attachment 2- Contractor's Services Agreement
- (d) Attachment 3 – Contractor's Subscription License and Services Agreement
- (e) Exhibit A to Attachment 3- Service Level Description
- (f) Exhibit B to Attachment 3 – Infor Cloudsuite Support Plan Summary
- (g) Attachment 4 – "RFP Documents," which includes the RFP, Contractor's RFP Response, all Clarifications and Contractor's BAFO, Pension Modification Template for Functional Specification, Product Functionality Matrix (Appendix B).

29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 10%. The student engagement requirement of this Contract is 300 hours. The Career Education requirement for this Contract is 10 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (Vendor #: V028692)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Gregory Giangiardano
General Counsel

By: _____
Kari H. Race, J.D., Acting Director
Procurement and Risk Management

Date: _____
Infor Public Sector, Inc.
13560 Morris Road, Suite 4100
Alpharetta, GA 30004

Date: _____

SSN / FEIN: XXXXXXXXXX

By: _____
Darienne B. Driver Ed.D
Superintendent of Schools

Budget Code: TSV-0-0-PSU-FN-ECTS

Date: _____

By: _____
Mark A. Sain, President
Milwaukee Board of School Directors
Date: _____

Reviewed by Risk Management:
By: _____

Date: _____



ATTACHMENT 1- SERVICES WORK ORDER

INTRODUCTION

This **Time and Materials** Services Work Order (“Work Order or SOW”) is subject to all terms and conditions of the MPS Professional Services Contract between **Infor Public Sector, Inc.** (“Infor”) and **Milwaukee Board of School Directors** (“Licensee”) with an Effective Date of **May 26, 2017** (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of Services Agreement control over the terms of this Work Order. Absent Infor’s signature below, the offer specified in this Work Order expires if not executed on or before May 31, 2017.

Effective date of this Work Order:	As of the last signature date below
Work Order Number:	OP-02213648
Prepared By:	Antonio Figueroa
Project Name:	Milwaukee Public Schools ERP Implementation RFP 932- HRMS/FIS System Selection

PROJECT OVERVIEW: The services provided by Infor hereunder will relate solely to providing Infor consulting services for Licensee for implementation of the licensed Infor products that are in scope for this project, as indicated in Section 1.1. Infor will also serve as prime contractor for the implementation of licensed third-party products from MHC and PCI, as indicated in Section 1.10.

Additionally, Infor will provide Organizational Change management and End User Training related consulting services as defined in this Service Work Order to assist Licensee with the process to transition to using the Infor Suite in scope.

Project Timeline and Rollout Schedule:

The implementation will be broken into various phases and Go-Lives over a multiple year timeline. The following graphic depicts (also provided as attachment) the estimated timeline for each project phase. The overall project has a duration of 20 months. Go-Live dates would coincide with month end.

Phase	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
Phase 0 - Initiation / Mobilize / Project Start Up (Fit Gap Analysis)	1																					
Phase 1 - Cloud Suite v11 Finance and Supply Chain (Including Grants, AP Invoice Automation, Cash & Treasury Mgmt, Close & Reconciliation Mgmt, Strategic Sourcing, Contract Mgmt, Supplier Order Mgmt)		1	2	3	4	5	6	7	8	9	10	11	12	13	Go Live 7/1/2018							
Phase 2 - XM (Including Travel Plans, Expense Reports)									1	2	3	4	5	6	7	8	Go Live 9/1/2018					
Phase 3 - v11 GHR (Including Benefits, Position Budgeting, Absence Mgmt), HRM Payroll v10 HR/PR/EMSS/BSI)						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Go Live 1/1/2019	
Phase 4 - WFM									1	2	3	4	5	6	7	8	9	10	11	12	Go Live 1/1/2019	
Phase 5 - Talent Acquisition, Succession Planning, Position Budgeting															1	2	3	4	5	6	Go Live 1/1/2019	
Phase 6 - Goals, Performance, Compensation, Development																1	2	3	4	5	Go Live 1/1/2019	
Phase 7 - LMS		1	2	3	4	Go Live 10/1/2017																
Phase 8 - d/EPM Budget and Planning												1	2	3	4	5	6	7	8	9	Go Live 1/1/2019	
Phase 9 - BI, Analytics																	1	2	3	4	Go Live 1/1/2019	

The above high level timeline that shows the estimated start and completion of each of the phases. The numbers in the shaded blue areas represent the project month of the corresponding project phase.

1.0 PROJECT SCOPE

The scope of this engagement is based on information provided to Infor in the RFP published by the Licensee and the key assumptions detailed in this Work Order. The Project Scope is comprised of license components, data conversions, interfaces, extensions, modifications, reports, and workflows defined or referenced in this Section 1 plus any related professional services described throughout this Work Order.

1.1 Licensed Software Subscriptions: Included modules in scope for the Project are listed below:

Modules in scope:

- In scope applications to be consistent with licensed products.
- Listed below are the products licensed. Licensed products are to be implemented as defined in this Work Order.

Part # (if applicable)	Subscription Software
S3F-S-CSPSFSM	Infor CloudSuite Public Sector Financials & Supply Management (Single Tenant)
S3F-S-CM	Close Management Subscription (Single tenant)

S3F-S-GRA	Grant Accounting Subscription (Single tenant)
TAM-S-CSAGHR	Infor CloudSuite HCM Global Human Resources Subscription ALC
TAM-S-CSATAM	Infor CloudSuite HCM Talent Management Subscription ALC
HRM-S-CSAPAY	Infor CloudSuite HCM HRM Payroll Subscription ALC
S3A-S-CSAANL	Infor CloudSuite HCM Analytics Subscription ALC
LMS-S-LMCORE	Learning Management Core Subscription
LMS-S-LMCONT	Learning Management Content Management Subscription
WFM-S-WP-EMPTRMGR	Workforce Platform - Employee Transaction Manager Subscription
WFM-S-WP-MOB	Infor WFM Mobility Subscription
WFM-S-WP-MFW	Workforce Platform - Workmail/Form Builder/Workflow Editor
WFM-S-WS-SCHBID	Workforce Scheduling - Schedule Bidding
WFM-S-TA-TIMEATT	Workforce Time & Attendance - Time & Attendance Subscription
WFM-S-WA-ATMGT	Workforce Absence - Attendance Management
WFM-S-WP-STD	Workforce Performance - Workforce Performance Standard Subscription
WFM-S-WP-IMEX	Workforce Platform - Import Export Interfaces
EPM-S-DEPM	Infor d/EPM Subscription
MFT-S-RDP	RDP for d/EPM Subscription
MFT-S-XLS	Excel for d/EPM Subscription
EPM-S-BI-MAST-DEV	Infor BI ImportMaster Developer Subscription
EPM-S-BI-MAST-RT	Infor BI ImportMaster Runtime Subscription
XMERSUBSCR	Expense Management Subscription for Expense Reports
ION-S-PROCESSCE	Infor Xi ION Process iPaaS Platform - Multi-Tenant - Subscription
ION-S-MINGLECE-ENTUS	Infor Xi Ming.le Enterprise User Subscription Multi-Tenant
XMTPSUBSCR	Expense Management Subscription for Travel Plans
ION-S-PROCESSCE	Infor Xi ION Process iPaaS Platform - Multi-Tenant - Subscription
ION-S-MINGLECE-ENTUS	Infor Xi Ming.le Enterprise User Subscription Multi-Tenant
EXM-S-IREP	Infor Reporting for Expense Management Subscription

COG-S-IREP-ADM-MT	Infor Reporting - Web Admin Multi Tenant Cloud Enabled
COG-S-IREP-CON-MT	Infor Reporting - Consumer Multi Tenant Cloud Enabled
COG-S-IREP-ANU-MT	Infor Reporting - Analytics User Multi Tenant Cloud Enabled
ION-S-MINGLECE-ENTUS	Infor Xi Ming.le Enterprise User Subscription Multi-Tenant
S3F-S-SRM	Strategic Sourcing/Supplier Portal Subscription (Single Tenant)

License Software Scope Assumptions and Licensee Obligations

- Any Infor subscription licenses required for this project will be set forth in, and governed by the separate Subscription License Agreement.
- Required third party licenses for software provided by PCI and MHC are outside the scope of this work order.
- Services for licensed MHC software are part of the software license procured from MHC.
- Services for licensed PCI software will be provided by PCI, LLC as subcontractor to Infor, and are outlined in Section 1.10.
- Unless otherwise agreed to herein, Infor will install the Generally Available production release version of the Licensed Software
- Unless otherwise noted, a single centralized environment/instance will be implemented for Licensee, using single common configuration and business processes.

1.2 Project Initiation Scope

Prior to initiating Phase 1 of the project, Infor will conduct a Mobilize Project phase. Listed below are the key activities for the Mobilize phase:

Preparation

To maximize the accuracy and therefore benefits of the Mobilize Project, Licensee should prepare the following prior to the activity commencing:

- The sponsors and process owners should be identified. Typically, these would be the managers for each of the process areas and are required for their knowledge of the business requirements, objectives and current processes. They may be supplemented as required by other staff with expertise in specific subjects.
- All process owners, senior management/sponsors should be available to participate where needed and have a clear and cohesive view of the Mobilize Project objectives. Getting the right expectations and input into the project is critical for its success.
- Access to the Executive Leadership team for an interview around the expected outcomes is key. Licensee should ensure that the Executive Leadership team is available and briefed prior to the interviews.
- Project leader from Licensee should be available to work with project leader from Infor to schedule workshops, enable creation of deliverables and communication of deliverables to key sponsors.

Participants

The participants from Infor will include:

- Infor Project Manager – responsible for creating the project scoping documentation and facilitating the scope workshops
- Business Consultant Lead – who will facilitate workshops, drive alignment on outcome and changes.
- Infor PMO Lead – who will facilitate workshops, drive project management, and process training.
- Organizational and Change Management consultant required to assist with program alignment and defining change and training plans.

The participants from Licensee include:

- Executive Sponsor (ES) – sponsors the overall project and is responsible for its successful outcome
- Senior Management (SM) – senior executive whom Licensee wish to involve in the project activities
- Licensee Project Manager (CPM) – internal Licensee project manager responsible for the day to day management of the project
- Process Owners (PO) – managers of specific process areas affected by the implementation

Executive Interviews

The purpose of the executive interview with the Executive Leadership team is to determine how the leadership team views both the current state and the desired future state of the program. The output of the executive interviews is critical to the next stage – Strategy and Big Questions Workshop.

Strategy and Big Questions Workshop

Once the Executive Leadership team interview is complete, Infor facilitates an overall executive alignment workshop to confirm that there is a shared vision of the program, a defined set of program guidelines and an understanding of how this program will impact the organization. This workshop, facilitated by experience business consultants, builds a shared understanding of the measurable goals of the project. Questions, potential issues and follow up actions are documented. Key activities are:

- Identify major decisions, and corresponding impact, that should be made before implementation for program success (e.g., policy, process, operating model impact)
- Align project team expectations for the program-cloud
- Empower the program team with guiding principles and key guidelines for standard best practice acceptance

The approach to the Strategy and Big Questions workshops is to define the key decisions needed to be made early in the program and identification of the expected changes that need to be communicated early and throughout the program.

Change Management Workshops

The Change Management workshop will be facilitated by Infor Organizational Change Management (Infor OCM). The objective of the workshop is to understand the scope of the change management requirement for Licensee, in the context of the current roll out sequence - defined in the previously defined Mobilize activities. Infor OCM will then be able to propose to Licensee an approach to the OCM sub-project during the implementations, and what support is required from Infor OCM.

The Change Management Workshop will focus on analysing:

- Alignment of People
- Alignment of Organisational Structure
- Alignment of Culture
- Skills Analysis
- Current training level and plans
- Current communication capabilities and plan

Contract Review Workshop

This workshop is facilitated by the Infor PMO Lead and reviews and confirms the Statement of Work (SOW) and expectations with the licensee and Infor project leaders. The workshop builds a shared understanding of the scope, assumptions and roles and responsibilities as defined in the contract. Questions, potential issues and follow up actions are documented.

Risk Assessment Workshops

The Infor PMO Lead will facilitate an initial project risk assessment and help the project team develop and document appropriate risk response plans. Infor PMO Lead and/or Infor Project Manager shall document the risks and response plans and provide to District for review.

Project Management Plan Development Assistance

The Infor PMO Lead will guide and assist the Licensee and Infor project managers in development of the Project Management Plan and in the finalization and adoption of sound practices relating to the project key success factors. Infor PMO Lead and/or Infor Project Manager shall document the project management plan and provide to District for review.

Project Schedule Development Assistance

The Infor PMO Lead will guide and assist the Licensee and Infor project managers in development of the Project Schedule (workplan) that will be used to assign and schedule project resources and tasks. Infor PMO Lead and/or Infor Project Manager shall document the project schedule in Microsoft Project Gantt chart format and provide to District for review.

1.3 Organizational and Geographic Scope:

As provided herein, the parties anticipate that Services will be performed for the following Licensee locations and/or business units (“Geographic Scope”). All Project activities will be conducted either remotely or at Licensee sites located in Milwaukee, WI.

Organizational and Geographic Scope Assumptions and Licensee Obligations

- Licensee will coordinate and support communication with all Licensee locations and/or business units as necessary for a successful implementation.

1.4 Data Migration and Conversion Scope:

“Data Migration and Conversion” means the efforts associated with the analysis, cleansing, transformation/mapping, loading and reconciling of current or historical data from other systems into Infor systems (or prior Infor systems into current Infor systems), whether by manual or programmatic methods. The Data Migration and Conversion tasks identified below are within the Project scope.

The following table outlines the processes and associated responsibilities of Infor and Licensee for all Data Conversions:

Activity	Responsible	Assist	Key Assumptions	Description
Train the Licensee in Data Migration tools	Infor	Licensee attends training	Licensee has suitably qualified personnel that have experience and knowledge of existing legacy systems that attend the training.	Infor will train the Licensee IT staff on the use of the Infor data migration tools.
Extract data from legacy applications	Licensee	Infor provides advice and guidance	Licensee has tools and the competency to execute this data responsibility.	All activities involved in getting data from existing systems into the appropriate cleansing tools.

Activity	Responsible	Assist	Key Assumptions	Description
Conduct Data Migration Workshops	Infor	Licensee IT and Functional Staff	Licensee has suitably qualified functional and technical staff with experience and knowledge of existing legacy systems.	Cross functional workshops to define the data migration process and mapping required.
Develop Migration Strategy and process description	Licensee	Infor	Licensee has suitably qualified functional and technical staff with experience and knowledge of existing legacy systems.	Defines how the process is going to be managed and routines used.
Develop Data Migration / Conversion Plan	Licensee	Infor provides advice and guidance	Licensee has suitably qualified functional and technical staff with experience and knowledge of existing legacy systems. Licensee PM will lead and manage this work with Infor assistance.	Data conversion Project plan containing tasks, duration, resources, and schedule. Infor will validate the data conversion plan.
Document Data Mapping Requirements	Licensee	Infor provides advice and guidance	Licensee provides staff for documentation.	Data mapping documents are developed to provide specifications for field mapping and translation from the legacy system (or staging) tables to the Infor tables. Infor will provide a template.
Design Migration / Conversion Routines	Licensee	Infor provides advice and guidance	Licensee has suitably qualified functional and technical staff with experience and knowledge of existing legacy systems.	Technical design documents for the conversion routines are created based on the data mapping requirements and migration strategy.
Develop Data Migration / Conversion Routines	Licensee	Infor provides advice and guidance	Licensee has suitably qualified functional and technical staff with experience and knowledge of existing legacy systems.	Programming and unit testing of the migration / conversion routines.
Determine data that will need to be manually loaded.	Licensee	Infor provides advice and guidance	Licensee has suitably qualified functional and technical staff with experience and knowledge of existing legacy systems.	Where the conversion method is manual, the Licensee is responsible for performing the data preparation and data entry. Infor will provide templates and guidance.
Transform Data	Licensee	Infor provides advice and guidance	Licensee has suitably qualified personnel that have experience and knowledge of existing legacy systems.	The legacy data is transformed into the new data base structure. New fields are created and

Activity	Responsible	Assist	Key Assumptions	Description
				populated.
Test Load Sample Data	Infor	Licensee	Infor will lead the first sample test loads along with Licensee IT staff.	Sample tests will be done as early as possible to help ensure the end to end process is working.
Test Data within critical business processes	Licensee	Infor provides advice and guidance	Licensee has suitably qualified functional and technical staff with experience and knowledge of existing legacy systems.	Process Owners will test the critical business processes using sample data during the Acceptance Test. Infor will provide sample test scenarios and test scripts that will be tailored by the Licensee and used for all testing
Data Cleansing and Rationalization	Licensee	Infor provides advice and guidance	Data fields will be reviewed by the appropriate Licensee business owner to ensure that the data is accurate and meets the business requirements.	All data fields will be reviewed by the appropriate qualified business owner to ensure that data is accurate and meets the business requirements.
Test Load Sample Data	Licensee	Infor	There is a new environment for data migration with master configuration tables.	Sample tests will be done as early as possible to help ensure the end to end process is working.
Test Data within critical business processes	Licensee	Infor provides advice and guidance	The Process Owners have been trained in the Infor application.	Process owners will test the critical business processes using sample data during the user acceptance test.
Full Migration – Non-live Parallel Test	Licensee	Infor provides advice and guidance	The testing requirements and process will be determined by the Test Plans.	All data will be migrated to ensure performance is measured. Final test of all the data conversion.
Perform Live Migration	Licensee	Infor provides advice and guidance	Conversion testing completed	Live data migration

1.5 Interface/Integration Scope

“Interfaces” means those objects that allow data to move either into or out of the installed applications, either in batch, real-time or near-real time. Interfaces are defined by the business processes they facilitate, the points during those processes where data is exchanged, the frequency in which data is exchanged, and the method by which the data is exchanged.

The following interfaces are in the scope of this SWO:

- Interfaces
- Infinite Campus
- AiM (AssetWORKS)
- Aesop
- TeacherScape (OASYS/Frontline)
- TimeClockPlus
- OneSource (Horizon)
- Rectrac/Webtrac (VermontSystems)
- TruScreen
- State and Federal Reporting
- Benefits Providers
- LMS to PeopleSoft

Interface Assumptions and Licensee Obligations

Infor has included a pool of 770 hours for custom interface development, which will include development of all interfaces listed above. The use of this pool of hours will be jointly managed by the Infor PM and the Licensee PM. Additional hours will be managed with the change order process., The Interface activities below, for which Infor is designated as “Responsible” as identified in this section are included in the scope of the Project (collectively the “Interface Activities”).

Activity	Responsible	Assist	Description	Activity Requisites
Business Process Management tools training	Infor	Licensee participate s	Training as defined in the Learning Scope section in this SOW.	The Licensee’s IT staff has the competency and requisite skills to understand the tools and methods.
Project management	Infor and Licensee	N/A	Monitor and control interface development activities. Operate as the liaison between the functional and technical teams. Perform quality assurance. Record and track issues and drive to resolution.	The responsible resource has experience in development project management and packaged software implementation.
Develop functional design specification	Licensee	Infor	Definition and documentation of the business processes and corresponding inputs and outputs related to the interface.	Infor consultants will assist qualified Licensee personnel that have experience and knowledge of the Licensee business and existing Licensee systems.
Develop technical design specification	Infor	Licensee contribute s input	Creation of a design specification documenting how the Licensee defined business requirements will be addressed with the	The Licensee has approved the documented interface business requirements in the functional design specification.

Activity	Responsible	Assist	Description	Activity Requisites
			<p>specific interface.</p> <p>The technical design will outline the interface approach, test plan, any specific application setup required, and any anticipated impact on the system to which Infor will be interfaced.</p>	<p>Related “to be” business processes have been defined and application prototyping has been completed to the point where technical interface specifications can be defined.</p> <p>Changes to business requirements that affect completed or in process technical design work may be subject to the Project Change Control Procedure in this SOW.</p>
Approve specification	Licensee	Infor	<p>The Licensee will review the technical design specification with Infor, and agrees that the technical design will correctly deliver the specified functionality.</p> <p>All interface assumptions will be discussed and agreed upon.</p> <p>The Licensee approves by signing the technical design specification document.</p>	The Licensee has understood and signed off on the technical design specification.
Develop	Infor	Licensee contributes input	<p>Interface objects are created and/or customized according to the technical design document.</p> <p>The Infor technical consult will use Infor API’s, unless otherwise specifically discussed with and approved by the Licensee.</p>	A complete and accurate technical design document has been developed.
Perform unit test	Infor	N/A	<p>Unit testing involves executing the unit test specification to confirm that the functionality complies with the interface specifications. Issues are corrected by the developer.</p> <p>Unit testing does not consider the impact of the interface on any other business processes.</p>	Unit testing is typically performed by the same person that develops the interface.

Activity	Responsible	Assist	Description	Activity Requisites
Deliver	Infor	N/A	Deliver the system objects applicable to the interface to the Licensee.	
Perform acceptance test	Licensee	Infor	<p>The Licensee performs testing to confirm that the interface operates as indicated in the design specification. Issues are documented and reported to the Infor development team for correction. Infor is responsible for issue resolution.</p> <p>The Licensee accepts and signs the release form to move the interface into a production environment once all issues are resolved.</p>	Acceptance testing is performed in a test environment with Licensee data representative of production.

Interface Additional Assumptions:

Interface requirements are subject to change following the Project business process survey, design, and prototyping activities.

Interface Project Requisites:

- Infor standard Business Process Management tools will be used for interface development. Additional third party tools should not be required.
- Infor will utilize remote and/or local resources as required for Infor interface activities.

1.6 Process Automation Scope:

This section covers Process Automation development related to the implementation. Infor software contains “out-of-the box” process automation. During implementation, these out of the box process flows will be validated against Licensee business requirements. Infor has allocated technical development hours for assistance with developing any process automation that is needed as result of validation. Infor will work with the Licensee to identify any custom process automation that are required, prioritize the efforts with the Licensee and manage the technical development hours available.

Process Automation Scope Assumptions and Licensee Obligations:

- Process Automation development scope and deliverables will be mutually agreed upon.
- Infor has included a pool of 495 hours for Process Automation development. The use of this pool of hours will be jointly managed by the Infor PM and the Licensee PM. Additional hours will be managed with the change order process
- The Licensee., with the assistance of Infor consultants, is responsible for developing business requirements specifications and validating the resulting Infor developed technical specifications.

1.7 Extension and Modifications Scope:

Extension and Modifications Assumptions and Licensee Obligations:

- This Project is based on the implementation of commercial off the shelf software (COTS).
- Except as set forth in Section 1.9 below and any interfaces required to accommodate the use of third party services as set forth in Section 1.10 below, the scope of the Project will only implement standard, unmodified, functionality.

1.8 Reports Scope

This section covers Reports development related to the implementation. Infor has allocated technical development hours for assistance with developing any reports development that is needed. Infor will work with the Licensee to identify any custom reports that are required, prioritize the efforts with the Licensee and manage the technical development hours available

Reports Scope Assumptions and Licensee Obligations:

- Report development scope and deliverables will be mutually agreed upon.
- Infor has included a pool of 341 hours for custom report development. The use of this pool of hours will be jointly managed by the Infor PM and the Licensee PM. Additional hours will be managed with the change order process
- The Licensee is responsible for developing business requirements specifications and validating Infor developed technical specifications.

1.9 Pension Modification Development Scope

- Infor has included 1,850 hours for the development of the custom pension functionality
- These hours are for the development of the online inquiry/data entry forms to display employee benefits and payroll data for pension tracking, maintenance and reporting. Included in this estimate are the following:
 - Requirements gathering workshops
 - Developing the functional specification
 - Development of the functionality in scope
 - Technical documentation
 - Testing
 - Transition to customer
- Once the technical documentation for modification is transitioned to Licensee, Licensee is responsible for maintaining and updating the modification. Licensee may obtain additional services from Infor for Infor to provide ongoing support for this modification.

1.10 Third Party Services Scope

- Services for licensed MHC software are part of the software license procured from MHC.
- Services for licensed PCI software will be provided by PCI, LLC ("PCI") as subcontractor to Infor.
- The services to be provided by PCI are as follows:
 - System Definition, including GAP Analysis and Configuration, of myRevenueCollector("RCS")
 - Implementation of RCS
 - System Training for RCS
 - Interface RCS to Infor, up to 4 interfaces
 - Interface RCS with Other Systems, includes up to 1 interface
 - Project Management

1.11 End User Training Scope

“End User Training (EUT) Scope” means the efforts related to designing, developing and delivering training to end users or those impacted by changes from the project. The End User Training tasks, work products and events identified below are within the Project scope.

For this project, the End User Training Scope is as follows:

A. Training Approach

Infor will prepare Licensee Trainers to deliver the instructor-led and virtual training. As part of the Train-the-Trainer program, Infor will conduct workshops to introduce Licensee trainers to the blend of training components, classroom materials, instructional activities, and online resources that have been developed so the trainers become familiar with the structure of the courses and how each course element is used during the training event. Trainers will also can “teach back” key sections of the training and receive feedback on their performance, both to reinforce their understanding of the system and to practice their teaching skills in a safe setting. Activities associated with this approach are:

- End-user Training Delivery

The Training Delivery Plan, which will be developed with Licensee during the training development portion of each project phase, will provide the details regarding the approach and resources required for end-user training delivery. While a significant amount of the training can be deployed as self-paced learning, the delivery plan will address other ways to train and support Licensee employees through VILT “webinars” and coaching. With the large and dispersed Licensee employee population that will be impacted by the implementation, Infor recommends a “cascading” approach to delivering training and providing user support. Infor will develop Instructor guidelines and checklists for delivering the Manager and Employee training content, which Licensee Trainers from the Train-the-Trainer program can then use to train Licensee managers, who in turn can train and support their employees as needed using the same materials.

- Knowledge Transfer Approach

Infor will develop a knowledge transfer plan to facilitate the transfer of knowledge from the Infor training team to the internal Licensee team, to enable Licensee to transition to full support of the training program over a period. Through this process, Licensee team receives the following knowledge transfer components, which will enable Licensee to maintain the training solution over time:

- Supporting materials, such as documentation standards and prototypes
- Curriculum design
- System requirements and design specifications for the training tools
- General training on the methodologies used to develop documentation and training
- Training on and experience with the tools used to develop documentation and training

- Staffing – End User Training

The Infor training team will be engaged during Construction stage of each project phase, and during those periods, Infor would expect full time engagement. Licensee engagement will be further defined in the training plan developed by Infor. During this time Infor will need access to various Licensee employees including Licensee Training lead, Subject Matter Experts, Business Process Owners and Super Users.

Licensee will provide the following training resources.

A full time LICENSEE Training Lead to co-design and co-develop the training solution with the Infor Training Lead.

A full time LICENSEE Training Developer to co-develop the training materials with the Infor Training Developer

One to two Business Process Owners / Subject Matter Experts from each of the proposed
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functional areas in scope– These are core members of LICENSEEs project team who will work with the Infor configuration consultants to design and configure the system. They will also be required to provide input into the training content design and help review training materials developed by the Infor training consultants.

During the six-month training development periods this role will need to be available approximately 1-2 hours a week and then ramp up to 1 hour a day, 2 months prior to Go-Live to support training development requirements.

Super Users / Power Users – This is a part time role that represent the user communities from the school regions that will need training. Super Users will be consulted for training content input and review of training documentation developed by Infor. They will also be candidates for LICENSEE trainers who will deliver the end user training and will provide first line support after Go-Live.

Super Users / Power Users will be solicited from different roles including Managers, Supervisors, and current system Super Users.

Approximately 2 months before Go-Live, during final preparation of training materials and delivery of training. The time commitment of the Super Users will be defined in the training plan required to be full time on the project. The number of Super Users will depend on the size of the user community they support but on average the project would need 1-2 Super Users from each of the school regions.

B. Training Plan

The Training Plan, developed by Infor with input from the District, is a detailed plan for the development of the training solution, the delivery of training, and the evaluation of the training. Throughout the project phases, elements of the plan will need to be reviewed and updated to reflect the specific training development, delivery, and evaluation needs of that phase. The Training Plan will include the following components to help ensure the plan is effectively managed and quality training materials are developed and delivered for Licensee:

- Training Development Plan will include the scope of training material development and the timeline, level of effort, and resources required (both Infor and LICENSEE) to develop the agreed-upon training solution. The development plan will also include the following:
 - *Training Development and Review Process* – a documented process for how each training material component will flow through development, from preliminary to draft to final deliverable. Included will be the technical and quality review checkpoints performed by Infor and Licensee.
 - *Documentation Standards* – set of written guidelines that describe each type of deliverable in the recommended training solution. These guidelines help ensure that training team members follow the documented project and quality standards during development.
 - *Deliverable Templates* – framework or boilerplate used as a starting point for each deliverable type. Templates help ensure consistency across multiple training team members. The training development tools and software required for the creation of the training solution will also be documented.

C. Training Delivery Plan

The Training Delivery Plan will include activities needed for the successful rollout of end-user training and who will be responsible for each activity. This plan will be developed during the training development portion of each project phase. Infor will support Licensee in developing the training delivery plan, which will include the plan for the following activities:

- Determining instructor, class scheduling, and facility/equipment requirements

- Identifying and preparing trainers for instructor-led and virtual delivery, including the necessary Train-the-Trainer activities
- Registering end-users to classes and tracking course completion
- Reproducing the training materials needed for instructor-led classroom training
- Refreshing the training environment to support the class delivery schedule

D. Training Evaluation Plan

The Training Evaluation Plan will provide recommendations for the evaluation and testing of critical user groups. The objective of the evaluation plan will be to measure both the effectiveness of training and end-user competency back on the job. Infor will work with Licensee to consider different evaluation tools and strategies while factoring in the organizational practices on evaluations.

E. Training Materials

Infor will provide co-development of the training materials with LICENSEE training developers for the first phase of the project (Finance) only. A combined team consisting of Infor and LICENSEE team members will collaboratively develop all the required training materials for the Finance phase of the project. During this time Infor will coach the LICENSEE trainers on best training practices so that they may continue to develop the training materials for future phases such as HR and Talent Management.

The scope of the co-development of end user training materials is as follows (Finance Phase Only):

- Instructor-led/Virtual instructor-led course materials: up to 8 delivery days
- Self-paced, web-based training (eLearning): up to 3 finished hours
- Task-level work instructions: up to 50
- Task-level simulations: up to 15
- Task-level exercises with supporting training data: up to 60

End User Training Assumptions and Licensee Obligations:

- Scope for EUT assumes that Infor provides support for the Go-Live of each project phase.
- Infor will provide training program management services during Phase 1, to include the development of an End User Training Strategy and Plan. Licensee will provide a Training Lead resource to work alongside the Infor Training Lead during Phase 1, with the Licensee Training Lead assuming responsibility for the management of the training activities during subsequent project phases.
- Scope for EUT assumes that any updates to the training materials after each Go-Live, due to system changes, feedback from training delivery, and refinement of the training solution, will be made by Licensee. Post-implementation support (training course maintenance) is not included in the Infor training scope.
- Course materials will be developed using Microsoft Word and PowerPoint. Work instructions and simulations will be developed using an agreed-upon training development tool. e-Learning will be developed using an agreed-upon COTS tool such as Articulate Storyline or Captivate. To accelerate the creation of training content, Infor intends to leverage content from their content libraries. While this content is generic and will need to be customized for Licensee's business processes and system configuration, the pre-built content will provide Infor with efficiencies in creating the final Licensee training solution.
- For eLearning development, Infor assumes development at an interactivity Level 2 (medium level). A Level 2 course requires a medium level of instructional design; character-based storytelling may be used to allow the learners to relate to the character and the learning situation. Activities such as low-level games, software simulations, discovery through exploration activities, coupled with the use of various media and visual presentations may be used throughout the course. Examples include Licensee use of custom graphics and animations, audio, video, digital photographs, and the use of characters.
- Training deliverables will be prepared and delivered in American English only.
- There will be one template created for each content deliverable type and used for all development; this includes documentation standards and a prototype.
- Licensee will provide system access to all required systems.
- Licensee will provide access to screens that are suitable from a data and quality perspective for capture and integration into the training program.

- Licensee is responsible for providing and maintaining a website or similar SharePoint site to host training materials for end user performance support, if desired.
- Licensee is responsible for providing Business Area Subject Matter Experts to provide guidance/knowledge for the development of course material, and to participate in course material review cycles.
- Infor assumes a single review cycle and three-day turnaround for all training material reviews unless otherwise agreed to by the Infor and Licensee Project Managers.
- Infor will assist Licensee with the development of the end user training deployment plan for Phase 1. With assistance and guidance from Infor, Licensee will be responsible for all training delivery logistics. This is to include, but not limited to, enrolling and scheduling of trainees and trainers, printing and shipping of course materials, and obtainment and preparation of training facilities. Licensee is fully responsible for training development following Phase 1.
- Licensee will be responsible for identifying the trainers for end user training delivery and Train-the-Trainer activities.
- Licensee will be responsible for providing trainers to deliver all end user training sessions.
- Training Help Desk support is not included in the Infor training estimate.
- Basic PC training is not included in this estimate. Infor assumes all users will be PC literate prior to training delivery.
- Licensee will be responsible for developing the necessary base (master) data to support the creation of training data for the instructor demonstrations and student exercises. Security and administration of user IDs will be a Licensee responsibility for all relevant users (e.g., students, trainers, content developers, systems administrators, etc.).
- The ability of Infor to complete the project deliverables on time is dependent on Licensee schedules. Therefore, any schedule changes by Licensee may result in a corresponding change of the deadline by which associated Infor deliverables will be due. Infor will notify Licensee of potential schedule changes when they become apparent and the parties will mutually agree to any change in the schedule and/or costs.

1.12 Project Team Readiness & Training Scope

“Project Team Readiness & Training Scope” means the efforts related to preparing Project team members with the skills and competencies required for their roles on the Project and to sustain the solution/system post Go-Live. The table below outlines the Project Team Training Plan within the Project scope.

Course Title	Delivery Mode	# of Attendees	Duration (Hours)
CloudSuite Financials			
Configuring and Administering Global Ledger	Private Education Event	Up to 14	24
Configuring and Administering Global Ledger Allocations	Private Education Event	Up to 14	12
Configuring and Administering Payables	Private Education Event	Up to 14	16
Configuring and Administering Matching	Private Education Event	Up to 14	16
Configuring and Administering Receivables	Private Education Event	Up to 14	16
Asset Accounting	Private Education	Up to 14	16

	Event		
Configuring and Administering Billing	Private Education Event	Up to 14	12
Administering Project Ledger	Private Education Event	Up to 14	24
Configuring and Administering Cash and Treasury Management	Private Education Event	Up to 14	24
Grant Accounting	Private Education Event	Up to 14	32
Close Management	Private Education Event	Up to 14	12
Reconciliation Management	Private Education Event	Up to 14	12
Introduction to Spreadsheet Designer for Microsoft Excel for Finance core team	Private Education Event	Up to 14	4
v10x-v11x Using Spreadsheet Designer Differences for Finance core team	eLearning	Up to 14	1
CloudSuite Supply Management			
Configuring and Administering Purchasing	Private Education Event	Up to 14	16
Configuring and Administering Requisitioning	Private Education Event	Up to 14	12
Configuring and Administering Strategic Sourcing and Supplier Portal	Private Education Event	Up to 14	16
Configuring and Administering Contract Management	Private Education Event	Up to 14	32
Supply Order Management	Private Education Event	Up to 14	12
Introduction to Spreadsheet Designer for Microsoft Excel for Supply Chain core team	Private Education Event	Up to 14	4
v10x-v11x Using Spreadsheet Designer Differences for Supply Chain core team	eLearning	Up to 14	1
CloudSuite HCM			
Designing the Human Resources Structure	Private Education Event	Up to 14	16
Processing Payroll	Private Education Event	Up to 14	24

Administering Employee and Manager Self-Service	Private Education Event	Up to 14	12
S3 HRM: Using Microsoft Office Add-Ins - Basic for the S3 HR/PR core team	Private Education Event	Up to 14	8
Global HR Foundation	Private Education Event	Up to 14	16
Configuring and Administering Global HR	Private Education Event	Up to 14	32
GHR Administering Security	Private Education Event	Up to 14	8
Configuring and Administering Benefits	Private Education Event	Up to 14	16
Configuring and Administering Absence Management and Time Entry	Private Education Event	Up to 14	24
GHR Designing Reports	Private Education Event	Up to 14	8
Configuring and Administering Talent Acquisition	Private Education Event	Up to 14	16
Configuring and Administering Compensation Management	Private Education Event	Up to 14	16
Configuring and Administering Goal and Performance Management	Private Education Event	Up to 14	12
Configuring and Administering Development Planning	Private Education Event	Up to 14	16
Configuring and Administering Succession Management	Private Education Event	Up to 14	12
Introduction to Spreadsheet Designer for Microsoft Excel for HCM core team	Private Education Event	Up to 14	4
v10x-v11x Using Spreadsheet Designer Differences for HCM core team	eLearning	Up to 14	1
Learning Management: Using Administrator	Private Education Event	Up to 14	12
Learning Management: Using Content Creator	Private Education Event	Up to 14	12
Learning Management: Creating Ad-Hoc Reports	Private Education Event	Up to 14	8
Learning Management: Using Social Learning	Private Education Event	Up to 14	8

Learning Management: Administering Advanced Certification	Private Education Event	Up to 14	8
WFM: Configuring and Administering Time and Attendance	Private Education Event	Up to 14	24
WFM: Using LFSO v6.1.5	Private Education Event	Up to 14	16
WFM: Using MVS v6.1.5	Private Education Event	Up to 14	16
WFM: Administering Workforce Management	Private Education Event	Up to 14	16
WFM: Designing Reports using Cognos	Private Education Event	Up to 14	24
Expense Management			
Implementation Success	Private Education Event	Up to 14	16
System Administration	Private Education Event	Up to 14	16
Reporting	Private Education Event	Up to 14	12
BI - Analytics - dEPM			
Designer	Private Training Workshop	Up to 14	8
Infor BI OLAP	Private Education Event	Up to 14	8
Application Studio	Private Education Event	Up to 14	16
End User	Private Education Event	Up to 14	16
Integration	Private Education Event	Up to 14	8
BPW	Private Education Event	Up to 14	32
Application Studio	Private Education Event	Up to 14	16
Office Plus	Private Education Event	Up to 14	16
Dashboards	Private Education	Up to 14	8

	Event		
Content	Private Education Event	Up to 14	24
ION/Ming.le/Business Vault			
Overview	Private Education Event	Unlimited	4
ION Connect	Private Education Event	Up to 14	12
ION Process	Private Education Event	Up to 14	12
ION Management and Administration	Private Education Event	Up to 14	4
Infor Ming.le Enterprise: Using Ming.le Enterprise	Private Education Event	Up to 14	4
Infor Business Vault: Using Business Vault	Private Education Event	Up to 14	4
Technology (via Internet)			
Configuring and Administering Process Automation	Public	1	40
Administering Configuration Console	Public	1	32
v10x - v11x Administering Configuration Console Differences	Public	1	16
Administering Landmark Foundation	Public	1	40
v10x - v11x Administering Landmark Foundation Differences	Public	1	24
v10x - v11x Administering Landmark Security Differences	Public	1	8
v10 Administering Landmark Security	Public	1	32
Customizing Lawson Applications with Design Studio and JavaScript	Public	1	24
Smart Office Administration	Public	1	16
Administering Security	Public	1	32
Administering Users	Public	1	24
Developing Mashups with Mashup Designer	Public	1	24
Administering System Foundation for Windows	Public	1	40

1.12 Organizational Change Management Scope:

“Organizational Change Management (OCM)” means the efforts related to managing the organizational and people aspects from changes in organizational structures, processes, systems, culture; or changes from an existing Licensee to a future Licensee.

Infor will staff an OCM Principal Consultant during the Inception Phase with responsibility for key strategy/approach work products and activities. This effort will establish a foundation for success for the Licensee’s change initiatives and will provide an assessment of key organizational risks, challenges and cultural barriers to integrate into an OCM Strategy, Approach and Plan. This effort includes the following activities and works products:

- Change Management Strategy & Roadmap
- Change Readiness Risk Assessment
- Change Management Project Plan
- Project Kick-off Communications Plan & Cadence
- Leadership Action Plans

The table below further defines the activities to be performed and work products to be developed as a part of the Organizational Change Management Scope.

Activity or Work Product produced by Infor	Description
Inception Phase	
Change Management Strategy & Roadmap	This work product documents the change management strategy and the corresponding program and roadmap for the project. It integrates the findings from the Change Readiness Risk Assessment into an overall change management program and roadmap. The Change Strategy will also outline risk mitigations for organizational issues and provide a recommended change management program and enablers.
Change Readiness Risk Assessment	This work product identifies key organizational risks and challenges associated with the project. The assessment also provides mitigation plans.
Change Management Project Plan	This work product outlines the Change Management Program work plan, to include Phase, Stages, and tasks mapped to responsible resources.
Project Kick-off Communications Plan & Cadence	This work product documents the communications plan and activities to support the initial communication needs of the project. The primary focus is on the Project Team, Extended Team, Sponsors, Key Stakeholders and general awareness activities to the broad audience.
Leadership Action Plans	These work products provide Key Leadership with guidance on the activities, messaging and visibility they will need to provide to help manage stakeholders, and provide change leadership.

After the completion of the OCM, LICENSEE will be solely responsible for executing the OCM Strategy and Communication plans. Should LICENSEE need further assistance with the delivery of the OCM work stream, Infor would be happy to provide additional information and pricing on request.

OCM Assumptions and LICENSEE Obligations:

- Infor will provide a Change Management Lead to manage Infor change management responsibilities through the six-week OCM Jump Start. The role of the Infor Change Management Lead will be to develop the key strategy an approach work products and then provide methodology, tools, and coaching to LICENSEE resource(s) to execute the work plan.
- During the Jump Start LICENSEE will provide at least one Change Management resource to serve in advisory role into the business, participate in and lead review/sign-off of deliverables, and lead LICENSEE change management responsibilities.

1.13 Additional Scope Parameters and Scope-Related Assumptions:

1.13.1 Technical Infrastructure Scope:

Technical infrastructure scope is addressed in the Infor Subscription License and Services Agreement.

Issues or problems related to third-party software as such software relates to Licensee systems to which the proposed system will interface (other than MHC & PCI) will be the responsibility of Licensee. Infor will serve as the prime contractor for MHC & PCI, providing oversight and coordination to ensure that all three systems work together seamlessly. Third party maintenance agreements are the responsibility of the Licensee.

1.13.2 Go-Live Scope:

Go-Live support is the work required to complete the cutover, Go-Live and post Go-Live tasks for the period described below. “Go-Live” is defined as the first time Licensee uses the Licensed Software to process data in Licensee’s live production environment.

Following each Go-Live event, Infor will provide up to 4 weeks of post-Go-Live support. Post-Go-Live support will be provided via a combination of on-site and off-site resources.

Go-Live Support Assumptions and Licensee Obligations:

- If the Licensee is not ready to Go-Live upon completion of the Services described in this SOW, additional Services and training may be required (“Additional Work”); any such Additional Work will be managed through the Project Change Control Process.
- The Infor Project Manager will work together with the Licensee Project Manager to develop a joint post Go-Live support resource plan.
- Licensee process owners and key users will provide first line support to Licensee end users.
- Infor consultants will support the Licensee process owners and key users with resolution of process questions and provide Infor application assistance where required subject to the Go-Live consulting hours above.

2.0 PROJECT APPROACH

2.1 Implementation Approach – Infor Deployment Method

Infor Deployment Method will be used as the overall governing methodology for all Project related work for the Licensee Project activities associated with implementing the scope described herein. It defines what is to be delivered during the Project, which party is responsible for that work, and how the work is to be performed.

2.2 Project Governance

Project governance is a key element of effective project management. The following governance processes and assumptions shall apply for this Project:

- a. **Project Management Plan:** A Project Management Plan (PMP) will be developed by Infor and maintained throughout the course of the Project, and will govern how the Project will be run in terms of Project and Project management controls and processes, including scope management, work management, risk, stakeholder management, issue and problem management, communication management, staff management, configuration management and quality management.
- b. **Project Sponsorship and Executive Involvement:** Licensee will assign a single Executive Sponsor and will designate a Steering Committee. The role of the Executive Sponsor and Steering Committee will be to lead setting the goals and scope of the Project, and over-arching Project leadership and decision-making, including:
 - Assume responsibility for the Licensee Project team's success
 - Communicate Project directives and objectives
 - Provide timely and effective resolution to issues escalated by the Project team
 - Designate and assure commitment of resources throughout the Project to ensure Project success
 - Determine Project priorities and approve all changes to Project scope
 - Provide final review and approval of Project deliverables and milestones
 - Monitor Project quality and integrity with respect to business goals
 - Provide positive leadership and ongoing support to all Project team members
 - Identify and communicate any issues of concern throughout the course of the Project
 - Participate in monthly Steering Committee meetings
 - Be available to the Project to resolve issues that the Project management team cannot resolve in a timely manner
- c. **Monthly Steering Committee Reports and Meetings:** Steering Committee meetings comprised of Infor and Licensee senior management will occur on a minimum monthly frequency and upon request by Infor or Licensee within two (2) weeks of notice to review the status of the Project and provide escalation and decision-making as needed. A Steering Committee Status Report may outline high level Project progress, health, status, risks, issues, and decisions and barriers requiring the attention of the Steering Committee.
- d. **Weekly Status Reports and Meetings:** A monthly Project status report will be issued by Infor, and weekly status meetings will occur for at least one (1) hour every week which will include consultant status reports. Meeting minutes will be documented by Infor. Additional meetings will occur as mutually agreed between the Infor Project Manager, Licensee Project Manager and key Project participants. The status report and associated meeting will focus on overall Project status and deliverables, issues/at risk items, key decisions, Project plan review/updates, escalations, and overall Project status as compared to plan.
- e. **Project Issue Escalations:** From time-to-time, issues that are negatively impacting Project progress will arise that require urgent Licensee attention. The Infor and Licensee Project Managers will act as the point of escalation in these circumstances, and will expect the following turnaround times from respective project teams:
 - Urgent questions/requests where Project progress is being negatively impacted but is not halted – 2 business days.
 - Critical questions/requests where Project progress is blocked – 1 business day.
- f. **Project Change Control Process** Deviations that arise during the proposed Project will be managed using the Project Change Control Process outlined below. Changes could include, but are not limited to, changes in costs, timing, scope, or deliverables.
The Change Control Process will be invoked before any unplanned or out of scope work is executed or any work is completed outside Licensee's regular business hours. Any additional effort/costs as a result of such work would be subject to the following Change Control Process.

If either party believes that a change to this Work Order is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of a Licensee initiated Change Request, Infor will evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines. In instances where specialized resources are requested, but not contained within the original Project scope, the quoted rate will be established at Infor's then current rate for such services. Infor shall provide Licensee a written Agreement (a "Change Response") describing in detail:

- Any additional Services to be performed as a result of the Change Request
- The estimated cost associated with such additional Services; and
- Any other information relating to the Change Request that may reasonably be requested by Licensee.

Licensee shall respond promptly to any Infor-initiated Change Request. If Licensee approves an Infor-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a “Change Order.” Any duly executed Change Order shall be attached to this Work Order.

The Infor Project Manager and the Licensee Project Manager shall be authorized to administer any Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order. If Licensee rejects an Infor-initiated Change Request, or any Change Response, Infor and Licensee shall proceed to fulfill their obligations as originally agreed under this Work Order.

Project Governance Assumptions and Licensee Obligations: Infor and Licensee will manage the Project jointly, including work planning, activity and resource planning and budgetary control. All Project Management tasks will be delegated appropriately between the Infor and Licensee Project Managers during planning.

- Licensee will assign a full-time Project Manager. The Licensee Project Manager will be responsible for ensuring the performance of the Licensee Project team and for coordinating Project activities with the Infor Project Manager.
- Licensee Project Manager will coordinate all communication with Licensee personnel and provide a central communication channel for the Project with the Infor Project Manager.

2.3 Testing

Within Infor “Deployment Method,” testing encapsulates a key set of test phases and associated activities that spans across multiple Infor deployment phases. The Deployment Method also includes a clear understanding of objectives and Infor versus Licensee roles and responsibilities. These testing requirements during each test phase are critical since each phase is the culmination and acceptance of many predecessor activities.

In addition to over-arching test planning, test-related activities for each test phase include the following:

- Test Planning
- Development of Test Scenarios/Scripts
- Execution of Test Scenarios/Scripts
- Documentation of Test Results
- Test Issue Resolution
- Test Phase Sign-off

The following outlines the scope of Infor testing activities for this Project:

Develop Test Plan

Infor will develop a test plan that considers the project duration and budget, and defines the tasks needed to complete the testing scope.

Conduct Configuration Extension Unit Tests

Infor performs unit tests on configuration extensions that have been developed during the project. Unit testing validates that the individual configuration extensions are fit-for-use and function as expected per the relevant technical specifications.

Conduct Configuration Extension Integration Tests

Infor performs integration tests on custom extensions that have been developed during the project. Integrations testing validates that the custom extension units are functioning together as expected per the relevant functional specifications.

Conduct System Test

Infor executes System Test in the appropriate System Test environment. System Testing tests the standalone integrated system, and it validates the functionality of the system against the specified requirements. System Test should imitate how end-users would use the system, and the Tester should document any errors as problems or defects.

Conduct System Integration Test

Infor tests the system within the context of the other systems with which it will interact. System Integration Testing validates the interfaces and interactions between the implemented system and other Licensee systems within the Licensee’s environment. This task should validate integrated system interactions, whether the implemented system is interfacing with other Infor products or Licensee legacy systems.

The Tester should document any errors found during testing as problems or defects. The output of this task is the System Integration Test Results.

Support User Acceptance Test

User Acceptance Test is performed by Licensee. Infor provides support to Licensee during User Acceptance Test.

2.4 Project Deliverables and Activities Required for Acceptance

Infor will implement the Project’s multiple phases following the Infor Deployment Methodology (IDM). Each Project Phase will follow the five stages of IDM (Inception, Elaboration, Construction, Transition and Optimize) and Infor will execute consistent activities/deliverables in each project phase/stage. The table below outlines these standard activities/deliverables.

Stage	Activity / Deliverable	Description	Licensee vs Infor Lead
Inception	Project Kick Off Meeting	Introduce the project participants and align them with the project.	Infor
Inception	Executive Interview Schedule	Infor to provide Executive Interview Agenda and the Licensee will schedule the meetings	Infor
Inception	Initiation Phase Agenda and Scheduling	This schedule includes the specific sessions that will occur and the Licensee will align resources against the proposed agenda	Infor
Inception	Conduct Initiation Meetings	Infor will lead the alignment session with the Licensee that align the overall program with Infor recommended best practices, data management and organizational elements in line with the schedule outlined above.	Infor
Inception	Executive Initiation Overview	Record of finding during the Initiation Sessions that provide the framework for the overall go-forward plan for the program	Infor
Inception	Develop & Baseline Project Schedule	Developed detailed task-based Project Schedule in Microsoft Project Gantt chart format that can be used across the project to communicate, track, and manage project work.	Infor

Inception	Prepare the Training Plan (In Initiation)	Comprehensive training plan which illustrates how training of the new system/functionality will be performed for each functional business group in the organization	Infor
Inception	Interface Plan Documentation (In initiation)	Documentation detailing in scope interfaces, any temporary interfaces needed during any roll-outs and associated implementation and testing plans for delivery	Infor
Inception	Data Conversion Plan Document (In Initiation)	Data conversion plan which details all in scope data conversions from legacy systems.	Infor
Inception	Prepare the Testing Strategy Document	Comprehensive test strategy document whereby testing processes are defined addresses in accordance with Customer Deployment Certification Policy	Infor
Inception	Develop the Project Management Plan	This plan includes project scope, project approach, project methodology, scope management plan, change control process, cost management plan, issue management plan, risk management plan, procurement management, staffing plan, communication plan and quality management plan.	Infor
Inception	Conduct Project Team Training	Deliver Project Team Training to core project team members	Infor
Elaboration	Configure Applications – Prototype 1	Define the application setup parameters to support the in scope business processes utilizing the information obtained during the Business Process Review and using Infor's Best Practice recommendations.	Infor
Elaboration	Conduct CRP	Run through business process scenarios (test scripts) and document results	Infor/Licensee
Elaboration	Define Gap Resolutions	Review alternative solutions to resolve gaps and define resolution.	Infor
Construction	Configure Applications – Prototype 2	Define the application setup parameters to support the in scope business processes utilizing the information obtained during the Business Process Review and using Infor's Best Practice recommendations.	Infor

Construction	System Test Plan	System Testing focuses on the standalone integrated system, and it validates the functionality of the system against the specified requirements. It tests the integrated components as a whole system.	Infor
Construction	Prepare the Configuration Documentation	Documentation for system configuration and defines which business process requirements are met by the configuration	Infor
Construction	Develop System Integration Test Scripts	Infor will provide baseline testing scripts where available. System Integration Test Scripts specify the detailed steps or instructions to validate the interactions and interfaces between the implemented system and other systems in the Licensee's environment	Licensee
Construction	Conduct System Integration Test	System Integration Test is performed according to the System Integration Test Plan and using the System Integration Test Scripts. Defects are logged and addressed.	Licensee
Construction	Develop User Acceptance Test Plan	Acceptance Testing validates the implemented system against user requirements. User Acceptance Testing is used to obtain the end user acceptance of the delivered system.	Licensee
Construction	Prepare End User Training	Prepare learning environment and gather training materials for End User Training	Infor/Licensee
Transition	Support User Acceptance Test	User Acceptance Test is performed by Licensee users. System Test and System Integration Test scripts are used as foundation and may be enhanced by users. Defects are logged and addressed.	Infor
Transition	Prepare Production Environment	Prepare the physical platform and network configuration to support the final platform and network architecture	Infor
Transition	Prepare the Implementation and Transition plan Document	Go-Live and transition planning document outlining the technical Go-Live activities, end user communications and all other associated Go-Live procedural steps	Infor
Transition	Conduct Go-Live Readiness Review	Conduct a formal, and systematic review of the system in terms of assessing Go-Live readiness	Infor
Optimize	Post Production support	Provide support to initial production operation	Infor

Optimize	Final Project Closure	Final transition to Infor Support and completion of Infor services	Infor
	Prepare End User Training	Prepare learning environment and gather training materials for End User Training	Licensee

3.0 PROJECT ROLES AND RESPONSIBILITIES

3.1 Infor Roles and Responsibilities

The following section services to define key roles for Infor and Licensee resources, and describe the responsibilities expected from the resource.

The following are key Infor Roles:

- Project Director
- Project Manager
- Finance Lead
- Human Capital Management (HCM) Lead
- Workforce Management Lead
- Procurement Lead
- Change Management Lead
- Training Lead

For projects billed on a time and materials basis, Licensee may with good cause (good cause shall include, without limitation, an Infor representative (including contractors) poor performance, failure to comply with Licensee’s security requirements or other rules and regulations applicable to the conduct of Licensee’s employees or contractors) and at any time during the term of this SWO, require Infor to replace such representative. In the event that Licensee requests that Infor replace a representative (including contractors) for other than good cause, then Licensee shall provide not less than ten (10) business days’ notice to Infor or, if less than ten (10) business days’ notice is provided to Infor, then Infor shall make reasonable efforts to replace such representative as promptly as reasonably possible without additional expense to Infor and delay in the performance of the Services.

3.2 Licensee Roles and Responsibilities

Licensee Roles: Percentage utilization numbers are guidelines only and may represent split time between several resources depending on tasks outlined in project plan that will be jointly agreed upon between Infor and Licensee.

District Resource	Activities	Percentage Utilized
Project Sponsor	Leadership, Communication and Decision Making	5-20%
Project Manager	Coordinates and assigns tasks, measures Project performance & progress, identifies and allocates resources, coordinates issue resolution and maintains overall responsibility for completion of the District assigned tasks.	90 - 100%

Change Management Lead	Coordinates and assigns tasks, measures resistance and execute the District's Change Management strategy	50 - 75%
Functional Lead(s)	Typically one lead per product suite (i.e. 1 for Finance, and 1 for HCM). Performs Project tasks; communicates and resolves issues; helps develop procedures; recommends policy changes and additions; develops Prototype, System, Integration and Acceptance test scripts	80 - 100%
Technical Lead	Participate in tasks such as: Project team training, design/configuration activities, testing, and production support as deemed necessary by the Infor Project Manager and the District Project Manager Coordinate information system needs related to District-owned technical project tasks	60 - 80%
End Users	Provide support to work team members, review implementation design material and assists with system and end user acceptance testing, as outlined in the developed test plans.	25-50%
Technical Experts	Contribute technical expertise in areas such as: system administration, database administration, web administration, printer administration, software patches, conversion extract programming and a clear understanding of Infor to non-Infor interfaces	25 - 50%

4.0 GENERAL PROJECT ASSUMPTIONS AND LICENSEE OBLIGATIONS

- Installation of the Subscription Software needed to support this project will be performed by Infor's Cloud Operations team and is included in the subscription services fees as specified in the applicable Order Form. These installation activities are out of scope for work to be performed by ICS on this project.
- Any additional requirement(s) not specified in this Work Order, or identified during the course of the Project will be addressed using the Project Change Control Process.
- Licensee will provide office facilities to all Project team members assigned to the core Project team. This includes, but is not limited to, office space, work desks, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, whiteboards, and internet and remote VPN connection in order to facilitate the effectiveness of the Project team.
- Some tasks may be performed offsite by Infor and Licensee staff members. Infor and Licensee staff will have remote access to Licensee's network and systems as necessary to perform such Project activities.
- Licensee will coordinate facilities and availability of Licensee resources for all required testing of the Licensed Software prior to deployment.
- After the Project initiation, Licensee and Infor will meet and finalize activities required to accomplish the objectives of this Project, develop a Project plan, timeline, and milestones by both parties. It is possible that as the result of this meeting the proposed Project scope may change. This scope change may result in additional responsibilities for each party. In that case, this Work Order will be modified with a change order, independent of whether or not there will be any funding changes.

- Should it be decided, based on the customer's requirements and business processes, that customizations are required, support of such customizations would need to be purchased by Licensee for an additional fee under a separate custom code support Work Order between the parties under the Services Agreement
- Infor consultants will have access to Licensee personnel with authority to make project related decisions. Timely decisions will be made by Licensee to maintain efficient execution of the project tasks in accordance with the mutually agreed upon project plan.

5.0 MILESTONE PAYMENTS

This Work Order is for time and materials Services.

Infor will invoice Licensee for all functional and technical Services hours performed upon completion of a milestone listed in the tables below. Each table represents a separate work stream and each work stream has milestones related to that workstream.

Functional and technical Services hours expended on each workstream will be tracked by milestone. Infor will invoice Licensee for the Service hours performed from the completion of the prior milestone for a workstream through the completion of the next milestone for that workstream upon completion of each milestone.

Licensee will pay each Infor invoice within forty-five (45) days of the date of invoice date. All travel and related expenses will be billed as incurred, outside of the milestone schedule. Project Management will be invoiced monthly as incurred. Estimates for project management time are \$1,217,502 and Travel Expenses are estimated at \$694,800.

All other service fees not included under a Milestone below and any service fees covered by change orders will be billed on a bi-weekly basis as performed and will be paid by Licensee within forty-five (45) days of the invoice date. Should Licensee cause delays or suspend the Project for more than twenty (20) business days, or not promptly execute a Change Order to authorize completion of a partially completed milestone, then all Service Fees for any such partially completed Milestones will be invoiced by Infor and Licensee shall pay such fees within forty-five (45) days of the invoice date.

1. Work Stream 1 – Phase 0 (Initiation/Mobilization) and Phase 1 (Finance/Supply Chain)

Payment Milestone Number	Payment Milestones	Projected Completion	Estimated Cost
Phase 0 and Phase 1	Financials & Supply Management – Financials, Project Ledger, Grant Accounting, Treasury Mgmt, Close Mgmt, Supply Mgmt, Punchout, Strategic Sourcing, Supplier Portal and Contract Management, ION Foundation, Infor Process Automation, and MHC		
	IDM - Inception Phase		
1	Milestone - Initiation/Mobilization	Jun-17	\$50,076
2	Milestone - Project Kickoff Meeting	Jul-17	\$33,348
3	Milestone - Project Management Plan	Aug-17	\$93,114
4	Milestone - Project Team Learning	Aug-17	\$131,293
	IDM - Elaboration Phase		
5	Milestone - Prototype 1 - Configure Applications	Oct-17	\$218,968
6	Milestone - Conference Room Pilot	Dec-17	\$255,685
	IDM - Construction Phase		
7	Milestone - Prototype 2 - Configure Applications	Mar-18	\$484,650
8	Milestone - System Integration Test	Jun-18	\$319,317
	IDM - Transition Phase		
9	Milestone - User Acceptance Test	Jun-18	\$84,274
10	Milestone - Go Live Readiness Review	Jul-18	\$111,821
11	Milestone - Production Cutover - Go Live	Jul-18	\$27,617
	IDM - Optimize Phase		
12	Milestone - Go Live Support	Aug-18	\$128,195
			\$1,938,358

2. Work stream 2 – Phase 2 (Expense Management and Student Activities)

Payment Milestone Number	Payment Milestones	Projected Completion	Estimated Cost
Phase 2	Phase 2 - XM (including Travel Plans, Expense Reports) and Student Activities		
	IDM - Inception Phase		
1	Milestone - Project Kickoff Meeting	Feb-18	\$2,382
2	Milestone - Project Management Plan	Feb-18	\$6,701
3	Milestone - Project Team Learning	Mar-18	\$13,261
	IDM - Elaboration Phase		
4	Milestone - Prototype 1 - Configure Applications	Apr-18	\$20,466
5	Milestone - Conference Room Pilot	May-18	\$22,532
	IDM - Construction Phase		
6	Milestone - Prototype 2 - Configure Applications	Jun-18	\$19,618
7	Milestone - System Integration Test	Aug-18	\$14,275
	IDM - Transition Phase		
8	Milestone - User Acceptance Test	Aug-18	\$6,154
9	Milestone - Go Live Readiness Review	Sep-18	\$3,433
10	Milestone - Production Cutover - Go Live	Sep-18	\$3,038
	IDM - Optimize Phase		
11	Milestone - Go Live Support	Oct-18	\$3,354
			\$115,214

3. Work Stream 3 – Phase 3 (HCM) and Phase 4 (WFM)

Contract Requisition Number:
 Contract Number:
 Vendor Number:

Payment Milestone Number	Payment Milestones	Projected Completion	Estimated Cost
Phase 3 (HCM) & Phase 4 (WFM)	HCM and WFM		
	IDM - Inception Phase		
1	Milestone - Project Kickoff Meeting	Nov-17	\$14,840
2	Milestone - Project Management Plan	Nov-17	\$44,838
3	Milestone - Project Team Learning	Dec-17	\$79,500
	IDM - Elaboration Phase		
4	Milestone - Prototype 1 - Configure Applications	Feb-18	\$222,567
5	Milestone - Conference Room Pilot	Apr-18	\$175,563
	IDM - Construction Phase		
6	Milestone - Prototype 2 - Configure Applications	Jun-18	\$171,959
7	Milestone - System Integration Test	Oct-18	\$279,268
	IDM - Transition Phase		
8	Milestone - User Acceptance Test	Nov-18	\$65,326
9	Milestone - Go Live Readiness Review	Dec-18	\$36,971
10	Milestone - Production Cutover - Go Live	Jan-19	\$47,963
	IDM - Optimize Phase		
11	Milestone - Go Live Support	Feb-19	\$24,842
			\$1,163,637

4. Work stream 4 – Phases 5 and 6 (Talent Management)

Payment Milestone Number	Payment Milestones	Projected Completion	Estimated Cost
Phase 5 and 6	PHASE 5 - TM Talent Acquisition, Succession Planning and Position Budgeting; PHASE 6 - TM Goals, Performance, Comp and Development Planning		
	IDM - Inception Phase		
1	Milestone - Project Kickoff Meeting	Aug-18	\$8,714
2	Milestone - Project Management Plan	Aug-18	\$7,150
3	Milestone - Project Team Learning	Sep-18	\$21,600
	IDM - Elaboration Phase		
4	Milestone - Prototype 1 - Configure Applications	Sep-18	\$53,596
5	Milestone - Conference Room Pilot	Oct-18	\$37,278
	IDM - Construction Phase		
6	Milestone - Prototype 2 - Configure Applications	Nov-18	\$28,254
7	Milestone - System Integration Test	Dec-18	\$24,692
	IDM - Transition Phase		
8	Milestone - User Acceptance Test	Dec-18	\$5,504
9	Milestone - Go Live Readiness Review	Dec-18	\$6,249
10	Milestone - Production Cutover - Go Live	Jan-19	\$24,164
	IDM - Optimize Phase		
11	Milestone - Go Live Support	Feb-19	\$13,570
			\$230,772

5. Work Stream 5 – Phase 7 (LMS)

Payment Milestone Number	Payment Milestones	Projected Completion	Estimated Cost
Phase 7	LMS - Learning Management System		
	IDM - Inception Phase		
1	Milestone - Project Kickoff Meeting	Jul-17	\$9,744
2	Milestone - Project Management Plan	Jul-17	\$6,030
3	Milestone - Project Team Learning	Jul-17	\$14,400
	IDM - Elaboration Phase		
4	Milestone - Conference Room Pilot	Aug-17	\$23,671
	IDM - Construction Phase		
5	Milestone - System Integration Test	Sep-17	\$34,754
	IDM - Transition Phase		
6	Milestone - User Acceptance Test	Sep-17	\$3,940
7	Milestone - Production Cutover - Go Live	Sep-17	\$8,500
	IDM - Optimize Phase		
8	Milestone - Go Live Support	Oct-17	\$15,760
			\$116,799

6. Work Stream 6 – Phase 8 (d/EPM) and Phase 9 (BI/Analytics)

Payment Milestone Number	Payment Milestones	Projected Completion	Estimated Cost
Phase 8 and 9	Phase 8 - d/EPM Budget and Planning and Phase 9 - BI/Analytics		
	IDM - Inception Phase		
1	Milestone - Project Kickoff Meeting	May-18	\$7,479
2	Milestone - Project Management Plan	May-18	\$7,479
3	Milestone - Project Team Learning	Jun-18	\$45,600
	IDM - Elaboration Phase		
4	Milestone - Prototype 1 - Configure Applications	Aug-18	\$86,951
5	Milestone - Conference Room Pilot	Sep-18	\$36,057
	IDM - Construction Phase		
6	Milestone - Prototype 2 - Configure Applications	Oct-18	\$37,302
7	Milestone - System Integration Test	Nov-18	\$68,525
	IDM - Transition Phase		
8	Milestone - User Acceptance Test	Dec-18	\$20,982
9	Milestone - Go Live Readiness Review	Dec-18	\$10,002
10	Milestone - Production Cutover - Go Live	Jan-19	\$15,581
	IDM - Optimize Phase		
11	Milestone - Go Live Support	Feb-19	\$20,387
			\$356,346

7. Work Stream Estimated Cost Summary

Work Stream	Estimated Cost
Work Stream 1	\$ 1,938,358
Work Stream 2	\$ 115,214
Work Stream 3	\$ 1,163,637
Work Stream 4	\$ 230,772
Work Stream 5	\$ 116,799
Work Stream 6	\$ 356,346
Total	\$ 3,921,124
Project Management	\$ 1,217,502
Total	\$ 5,138,626

6.0 SERVICE FEE ESTIMATES

The hours and rates listed aside the resource role(s) in the table below represent the “Resource Model” and estimated fees for this Work Order. Should conditions change due to scope, revised skills requirements, and/or any other reason that impacts the availability of the resources fulfilling the role(s) listed in the Resource Model, Infor will offer, via the change order process, alternative resource role(s) as applicable to meet the revised requirements and/or schedule.

Alternate role(s) will be charged at the hourly rate aligned with those roles listed in the table below.

Resource Model defined – The combination of consulting resources to be deployed based on skill set and availability to execute the Services contracted in the Work Order.

Services Fee Estimates			
Resource Role	Estimated Hours	Hourly Rate (USD)	Estimated Fee (USD)
ICS Consultant	1267	\$183	\$231,861
ICS Consultant, Sr.	8383	\$197	\$1,651,451
ICS Consultant, Principal	66	\$209	\$13,794
ICS Solution Architect	1390	\$217	\$301,630
ICS Project Manager	5052	\$220	\$1,111,440
ICS Project Director	1109	\$262	\$290,558
ICS Sr. Project Director	66	\$281	\$18,546
ICS Business Sr. Director	66	\$245	\$16,170
ICS OCM Consultant	1584	\$142	\$224,928
ICS OCM Consultant, Sr.	1232	\$166	\$204,512
ICS OCM Consultant, Principal	385	\$192	\$73,920
COE Consultant Offshore	5806	\$58.85	\$341,683

COE Sr Consultant Offshore	168	\$77.04	\$12,943
COE Sr. Consultant Offshore (for Pension Modification Development)	1450	\$78	\$113,100
ICS Consultant, Sr. (for Pension Modification Development)	400	\$0 (FOC)	\$0.00
COE Project Manager Offshore	322	\$94	\$30,268
Services Total	28,746		\$\$4,636,804
Education Services	Estimated Events	Rate Per Event (USD)	Estimated Fee (USD)
Education Public Training (Paid via INFOR CAMPUS® Card) - level 1	44	\$600.00	\$26,400.00
Education Public Training (Paid via INFOR CAMPUS® Card) - discount	N/A	-\$1,320.00	-\$1,320.00
Overview & Use courses (for 4 to 6 students) for private delivery	116	\$2,400.00	\$279,312.00
Education Subtotal			\$304,392.00
Education and Services Subtotal			\$ 4,941,196
Other Costs	Quantity	Price	Total
S3 HR/PR Security Accelerator Templates	1	\$5,000	\$5,000
Cloud Performance Testing	1	\$20,000	\$20,000
Services for PCI	66 days	\$2,612.58 per day	\$172,430
Other Costs Subtotal			\$197,430
TOTAL (Services, Education, and Other Costs)			\$ 5,138,626

*All amounts are in US Dollars, and exclusive of any applicable taxes, unless otherwise specified. Licensee is tax exempt and will provide tax exempt certificate to Infor.

Time and Materials Services

Estimated time and costs listed in this Work Order represent an estimate only, and actual Project time and cost may vary from the estimates provided. All Services are provided on a time and material basis. Travel and living expenses are not included in the rates or estimated fees stated herein, and are in addition to such fees. Travel and living expenses are estimated at \$ 694,800.00 Travel will be billed as incurred, in accordance with Infor travel policy. Holiday rates of 200% of the quoted rate apply to all holiday work. Holiday work shall not be performed unless previously authorized by -Licensee. If overtime, after hours, and holiday work is required to achieve project milestones due to an Infor caused project delay, then such work will be billed at the quoted rate.

Additional Notes and Assumptions

- LMS to be implemented as per the timeline identified in this work order.
- Infor has included a pool of 341 hours for custom report development. The use of this pool of hours will be jointly managed by the Infor PM and the Licensee PM. Additional hours will be managed with the change order process.
- Infor has included a pool of 770 hours for custom interface development. The use of this pool of hours will be jointly managed by the Infor PM and the Licensee PM. Additional hours will be managed with the change order process.
- Infor has included a pool of 495 hours for Process Automation development. The use of this pool of hours will be jointly managed by the Infor PM and the Licensee PM. Additional hours will be managed with the change order process.
- Infor has included 1,850 hours for the development of the custom pension functionality.

Staff and Mobilizing the Project Team

After mutual execution of the Work Order, it typically takes two (2) to four (4) weeks to schedule and mobilize applicable Infor resources for the Project. Actual time for this effort varies depending on the number and type of consultants required, and scheduling and mobilization usually includes, but is not limited to, the following activities: (a) developing an estimated project schedule; (b) further defining and confirming resource loads; (c) reviewing proposed Project staffing and estimated hours with Licensee’s Project Manager; and (d) confirming and scheduling Project kick-off.

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

INFOR: Infor Public Sector, Inc.

LICENSEE: Milwaukee Board of School Directors

Signature: _____

Signature: _____

Printed Name: Gregory Giangjordano

Printed Name: Kari H. Race, J.D.

Title: General Counsel

Title: Acting Director Procurement and Risk Management

Address: 13560 Morris Road, Suite 4100

Date: _____

Address: Alpharetta, GA 30004

Signature: _____

Print Name: Darienne B. Driver Ed.D

Title: Superintendent of Schools

Date: _____

Signature Date: _____

Signature: _____

Print Name: Mark A Sain

Title: President- Milwaukee Board of School Directors

Date: _____

Invoices MUST be mailed to:

Contract Requisition Number:
Contract Number:
Vendor Number:

Delivery Address:

If different from above

Company Name*: _____

Contact Name: _____

Address: _____

Address: _____

Phone: _____

Email Address: _____

Company Name: _____

Contact Name: _____

Address: _____

Address: _____

Phone: _____

Email Address: _____

***If billing entity is different from "Licensee", then, for the avoidance of doubt, Licensee agrees that it remains responsible for the payment of all fees agreed in this Work Order in the case of nonpayment by billing entity.**

ATTACHMENT 2- SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the “Services Agreement”) is made between Infor Public Sector, Inc. (“Infor”) and Milwaukee Board of School Directors (“Licensee”) as of the Effective Date. The parties agree as follows:

1. Definitions.

(a) “Affiliate” means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor. This includes all partners, independent contractors, service providers and subcontractors that Infor has included in its RFP response.

(b) “Confidential Information” means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

(c) “Discloser” means the party providing Confidential Information to the Recipient.

(d) “Effective Date” means the date identified on the signature page of this Services Agreement as the Effective Date.

(e) “Equipment” means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(f) “Intellectual Property Rights” means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(g) “Licensed Software” means the computer software programs licensed by Infor or its Affiliate to Licensee (excluding MHC and PCI).

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

(i) “Residual Knowledge” means ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(j) “Services” means the software-related professional services that Infor will provide Licensee as contemplated under this Services Agreement and/or any Work Order.

(k) “Work Order” has the meaning ascribed to such term in Section 2(a) of this Services Agreement.

2. Services.

(a) Work Orders. Infor will provide Licensee with Services as set forth in one or more mutually agreed to and signed work order(s) which shall contain without limitation, a description of the Services, the Services rate(s) and payment terms (each a “Work Order”). The parties agree that Work Orders may not be complete statements of Services required by Licensee and additional Services may be required which would be difficult to determine as of the date of this Services Agreement or of the applicable Work Order. At Licensee's request, the Work Order may include an estimate of charges for the Services, but such estimate shall not be binding on Infor or convert the Work Order into a fixed price contract with respect to such Services. Unless expressly stated otherwise in the applicable Work Order: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges

referred to in Section 3(a) of this Services Agreement; (ii) the quoted rates will reflect the rates committed to in Infor's RFP response for two years from the Effective Date after which time Infor may increase its rates by no more than three percent each year for the resources specified; and Infor is under no obligation to perform any Services other than pursuant to a Work Order or a mutually executed change order. Infor may provide Services through its third-party contractors ("Contractors"), but, in all such cases, Infor will remain subject to the obligations hereunder. Infor will provide advance notice to Licensee of Infor's use of Contractors, and permit Licensee 10 days to accept or reject such use. In the event Infor intends to subcontract Services, Infor will ensure that such Contractors agrees to comply with all relevant sections of the Contract.

(b) Conditions On Providing Services. Licensee must assign a project manager who will assume responsibility for management of the project for which the Services are provided. Licensee will establish the overall project direction, including assigning and managing the Licensee's project personnel team. Licensee must provide Infor with such facilities, equipment and support as are reasonably necessary for Infor to provide Services, including remote access to the Equipment. Infor owns and will own all right, title and interest to the Services and any work product generated from the Services ("Work Product"), and Licensee will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein. Subject to the terms and conditions of this Services Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublicense or sublicense) to use and copy for use the Work Product for Licensee's own, internal computing operations.

(c) Scheduling and Cancellation of Scheduled Services. In connection with any Work Order, Licensee should make staffing requests at least four (4) weeks in advance to increase the likelihood that the request can be filled for the date requested. While it is possible to secure staffing within this time frame (and Infor will make commercially reasonable efforts to comply with such staffing requests), the probability of obtaining the requested resources decreases the closer the request is made to the need date. The parties agree that once Licensee and Infor have scheduled a specific time during which Infor will provide Services under the terms of this Services Agreement and/or a Work Order, Licensee will be obligated to pay Infor for such Services as if Infor had performed such Services on the date scheduled and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Licensee has notified Infor that Licensee would like to reschedule or cancel the provision of such Services at least ten (10) days prior to the date which Infor is scheduled to perform such Services.

3. Payment and Taxes.

(a) Payment. Unless otherwise stated in the applicable Work Order, Infor will invoice Licensee for all Services and applicable charges on a monthly basis, as Infor renders the Services or Licensee incurs the charges, as applicable. Licensee will also reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Services under this Services Agreement, with reimbursement to be on an as-incurred basis. Licensee will pay each undisputed Infor invoice within thirty (30) days of the date of invoice. If Licensee has a dispute with an invoice, Licensee shall notify Infor of any disputed fees within five (5) days of the invoice date. Promptly after the written request of either party, each of the parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning any invoices or Subscription Fees. Such designated representatives should resolve the dispute within five (5) business days after the initial request, if not resolved within 5 business days either party may request that this is re-evaluated by Infor management and management of Licensee either in person or by telephone to resolve the dispute in good faith within fifteen (15) calendar days after the second request and paid within the payment terms set forth on the Work Order. If Licensee does not notify Infor of a dispute with an invoice, such invoice shall be deemed accepted and shall be paid in accordance with the payment terms set forth on the Work Order.

(b) Long-term Assignments. The parties acknowledge that reimbursement of travel and living expenses to an Infor consultant who is assigned to a particular location for more than one year may be treated as taxable personal income under applicable tax laws. Where reasonably possible, the parties will plan to limit the duration of a consultant's assignment to a particular location to less than one year. If a consultant is assigned to a particular location for more than one year at the request of Licensee and subject to additional taxes as a result thereof, then Infor will increase consultant's compensation to cover such additional taxes, and Licensee shall reimburse Infor for the amount of such increase. Infor will notify Licensee in advance if the request of Licensee will trigger additional taxes.

4. Limited Warranty and Disclaimer of Warranties.

(a) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services pursuant to that Work Order, Infor will render all Services under such Work Order with reasonable care and skill. If Licensee notifies Infor within the warranty period of a breach of the foregoing warranty, Infor will re-perform such Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Licensee with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 11 of this Services Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 4(a).

(b) Disclaimer of Warranty. INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS SERVICES AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

(c) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 4 AND 11 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS SERVICES AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SERVICE UNDER THIS SERVICES AGREEMENT.

5. Confidential Information. Except as otherwise permitted under this Services Agreement, the Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Licensed Software and any software provided with the Licensed Software, the non-disclosure and non-use obligations of this Services Agreement will remain in full force in perpetuity. Notwithstanding the foregoing, this Section is not intended to prevent a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser.

6. Term and Termination.

(a) Right of Termination for Convenience. Licensee reserves the right to terminate the Services at any time for any reason by giving Infor written notice by Registered or Certified Mail of such termination. Licensee will attempt to give Infor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Infor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Infor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

(b) Effect of Termination. Upon termination of this Services Agreement by either party, Infor will discontinue the provision of all Services and Licensee will promptly pay Infor for all Services rendered through the effective date of such termination. Termination of this Services Agreement will not release either party from making payments which may be owing to the other party under the terms of this Services Agreement for all Services rendered through the effective date of such termination.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination of this Services Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Services Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Services Agreement.

7. Notices. All notices and other communications required or permitted under this Services Agreement or required by law must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Services Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of this Services Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

8. Force Majeure. Except with respect to the payment of fees under this Services Agreement or a Work Order, neither party will be liable to the other for any failure or delay in performance under this Services Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, terrorist acts, natural disasters, 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, or the threat of any of the foregoing.

9. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Services 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.

10. Language. This Agreement is originally written in the English language and the English language version shall control over any translations.

11. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND CONTRACTORS SHALL NOT EXCEED 1.5 TIMES THE FEE THAT LICENSEE ACTUALLY PAID OR IS PAYABLE TO INFOR FOR THE SERVICES UNDER THE APPLICABLE WORK ORDER.

(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, 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 INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Compliance With Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Services and the Work Product. Infor will comply with all laws, rules and regulations applicable to the performance of the Services.

13. Non-Solicitation of Employees. During the period that Infor is providing Services pursuant to this Services Agreement and for a period of one (1) year following the completion of such Services, neither Infor nor Licensee will Solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees or independent contractors of the non-hiring party who directly worked on the Services project (the "Project"), and (b) former employees of the non-hiring party who directly worked on the Project and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, Solicitation, or employment.

ATTACHMENT 3- SUBSCRIPTION LICENSE AND SERVICES AGREEMENT

AGREEMENT NUMBER: ____

THIS SUBSCRIPTION LICENSE AND SERVICES AGREEMENT (the "Agreement") is between Infor Public Sector, Inc. ("Infor") and Milwaukee Board of School Directors ("Licensee") as of the Effective Date. The parties agree as follows:

1. Definitions.

- (a) "Affiliate" means any entity, directly or indirectly, controlling, controlled by, or under common control with, Infor. This includes all partners, independent contractors, service providers and subcontractors that Infor has included in its RFP response.
- (b) "Authorized Users" means: (i) Licensee's employees; and (ii) contractors authorized by Licensee to access the Subscription Software who, prior to obtaining access to the Subscription Software, have executed a non-disclosure agreement that protects Infor's Confidential Information to the same extent as this Agreement, in each case registered in the database with a unique UserID and a unique password.
- (c) "Confidential Information" means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Subscription Software, including any software code and all algorithms, methods, techniques, and processes revealed or utilized therein. Confidential Information of Licensee includes Licensee Data. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; or (iv) is independently developed by the Recipient without use of Confidential Information.
- (d) "Customizations" means any components deployed in the hosted environment for the Subscription Software other than the generally available Subscription Software or components that Licensee may deploy via the standard user interface or tools included in the generally available Subscription Software. Customizations may include, without limitation, code, databases or third party extensions that are not included in the generally available Subscription Software.
- (e) "Discloser" means the party providing Confidential Information to the Recipient.
- (f) "Documentation" means (a) the then-current Infor-provided documentation relating to the features, functions, and use of the Subscription Software, and (b) Infor's RFP Response and associated clarifications incorporated herein as Attachment 4 for a period of seven (7) years after the Effective Date. Infor's standard Documentation is available to Licensee on Infor's Support portal.
- (g) "Documented Defect" means a material deviation between the then-current, general release version of the Subscription Software and its Documentation as defined above.
- (h) "Effective Date" means the date identified on the signature page of this Agreement as the Effective Date.
- (i) "Initial Subscription Term" means the initial subscription period set forth on the applicable Order Form.
- (j) "Intellectual Property Rights" means any and all rights in patents, copyrights, trademarks and service marks.

- (k) "Licensee Data" means information provided, entered or uploaded for use by or with the Subscription Software by the Licensee or its Authorized Users.
- (l) "License Restriction" means any limitation on the use of the Subscription Software identified in an Order Form (e.g., number of Authorized Users, locations, connections).
- (m) "Order Form" means each order form between the parties incorporating the terms of this Agreement which shall contain, without limitation, a list of the Subscription Software and associated quantity and License Restriction, a description of the Subscription Services, Subscription Fees, and payment terms.
- (n) "Personal Information" means information provided to Infor by or at the direction of Licensee, or to which access was provided to Infor in the course of Infor's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information.
- (o) "Recipient" means the party receiving Confidential Information of the Discloser.
- (p) "Renewal Term" means any renewal or extension of Licensee's license to use the Subscription Software following the expiration of the Initial Subscription Term.
- (q) "Residual Knowledge" shall mean ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.
- (r) "Service Level Description" means the Service Level Description document applicable to the Subscription Services and attached as an exhibit to an Order Form.
- (s) "Subscription Fees" means the fees for the Subscription Services set forth on the applicable Order Form.
- (t) "Subscription Services" means the Subscription Software-related application hosting services and Support (as defined in Section 3(b)) that Infor provides Licensee under this Agreement.
- (u) "Subscription Software" means collectively or individually the computer software programs identified in the applicable Order Form for which Infor is providing the Subscription Services.
- (v) "Subscription Term" means the Initial Subscription Term or any Renewal Term, as applicable.
- (w) "Third Party Licensor" means a third party whose software products ("Third Party Products") have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a "Third Party Agreement").
- (x) "Updates" means generally available updates, enhancements or modifications to the then-current, general release version of the Subscription Software that are not separately priced or licensed as new products.
- (y) "UserID" means a unique user identification credential used in combination with a unique password to access the Subscription Services.

2. License. Subject to the terms and conditions of the Contract, this Agreement and the applicable Order Form, Infor hereby grants to Licensee a non-exclusive, non-transferable, limited license (without the right to sublease or sublicense) to access and use the Subscription Software and the Subscription Services, during the Subscription Term, in an operating environment hosted by Infor, for Licensee's own internal use. Any rights not expressly granted in this Agreement are expressly reserved.

- (a) Documentation. Licensee may make a reasonable number of copies of the Documentation for the Subscription Software for its internal use in accordance with the terms of this Agreement.
- (b) License Restriction. Licensee's use of the Subscription Software and Subscription Services is subject to any License Restriction specified in the applicable Order Form.
- (c) Additional Restrictions on Use of the Subscription Software and Subscription Services. In no event shall Licensee access the Subscription Software on any environment outside the hosted environment selected by Infor as part of the Subscription Services. In no event shall Licensee or its Authorized Users possess or control the Subscription Software or any related software code. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Subscription Software. Except as expressly provided by this Agreement, Licensee is prohibited from using the Subscription Software to provide service bureau services to third parties. Licensee will not allow the Subscription Software to be used by, or disclose all or any part of the Subscription Software to, any person except Authorized Users. Licensee acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Subscription Software and Licensee will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product thereof in violation of such laws, or use the Subscription Software for any purpose prohibited by such laws.
- (d) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in the Subscription Software or that Infor otherwise provides with the Subscription Services. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Documentation.
- (e) Ownership. Use of the Subscription Software and Subscription Services does not grant any ownership rights in or to the Subscription Software, the Subscription Services, or the Documentation. Licensee Data shall be the sole property of Licensee; however, Infor may aggregate anonymous statistical data regarding use and functioning of its system by its various licensees, and all such data (none of which shall be considered Licensee Data), will be the sole property of Infor.

3. Subscription Services.

- (a) Hosted Environment. Infor will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Infor supports use of the Subscription Software and Subscription Services, on servers located at a facility selected by Infor. Facility selected by Infor must meet or exceed the requirements contained within the Service Level Description and elsewhere in this Agreement.
- (b) Support. Infor shall (a) provide Licensee with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) install, when and if generally available, Updates; and (c) use reasonable efforts to correct or circumvent any material deviation between the then-current, general release version of the Subscription Software and its Documentation (the foregoing referred to collectively as "Support"). Support is included in the Subscription Fee.
- (c) User Accounts. Licensee is responsible for maintaining its own Authorized User UserIDs and passwords which can be managed through the Subscription Software interface. Licensee is responsible for maintaining the confidentiality of Licensee's UserIDs and passwords and shall cause its Authorized Users to maintain the confidentiality of their UserIDs and Passwords. Licensee is responsible for all uses of and activities undertaken with UserIDs registered on Licensee's account. Licensee agrees to immediately notify Infor of any unauthorized use of Licensee's UserIDs of which Licensee becomes aware.
- (d) Connectivity. Infor will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment. Licensee is responsible for providing connectivity to the Internet for itself and its Authorized Users. Licensee shall also be responsible for ensuring that latency and available bandwidth from the user's desktop to Infor's hosted routers is adequate to meet Licensee's desired level of performance. Infor is responsible for ensuring that the hosting environment and associated connectivity is adequate to meet the terms of the Contract. If Licensee requires a VPN or private network

connection to the Subscription Services, Licensee is responsible for all costs associated with any specialized network connectivity required by Licensee.

(e) Restrictions. Infor shall have no obligation to correct a problem caused by Licensee's negligence, Licensee's equipment malfunction or other causes beyond the control of Infor and its Affiliates.

(f) Customizations. Customizations are not permitted absent Infor's prior written consent. If permitted, Customizations may only be created and deployed by Infor, and shall be documented in a separate agreement or Services Work Order between Infor and Licensee. Support or other services for Customizations are not available under this Agreement or included as part of the Subscription Fees and may only be purchased pursuant to a separate agreement between Infor and Licensee. Licensee is not restricted from utilizing Infor partners to train Licensee on the customizations.

(g) Use of Infor Partners. Infor shall not restrict Licensee from using Infor Partners to provide consulting and/or training services post go-live.

4. Payment and Taxes.

(a) Payment. Licensee shall pay the Subscription Fees set forth on the Order Form in accordance with the terms of the applicable Order Form. Notwithstanding anything to the contrary in this Agreement, Infor reserves the right to suspend access to the Subscription Services in the event of any past due undisputed Subscription Fees in excess of 60 days. If Licensee has a dispute with an invoice, Licensee shall notify Infor of any disputed fees within five (5) days of the invoice date. Promptly after the written request of either party, each of the parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning any invoices or Subscription Fees. Such designated representatives should resolve the dispute within five (5) business days after the initial request, if not resolved within 5 business days either party may request that this is re-evaluated by Infor management and management of Licensee either in person or by telephone to resolve the dispute in good faith within fifteen (15) calendar days after the second request and paid within the payment terms set forth on the applicable Order Form. If Licensee does not notify Infor of a dispute with an invoice, such invoice shall be deemed accepted and shall be paid in accordance with the payment terms set forth on the applicable Order Form.

5. Limited Warranties, Disclaimer of Warranties, and Remedies.

(a) Right to Grant License. Infor warrants that it owns all right, title and interest in and to the Subscription Software or has obtained rights in such Subscription Software sufficient to grant the licenses granted to Licensee under this Agreement. Licensee's exclusive remedy, and Infor's exclusive obligation, for a breach of this warranty is set forth in Section 7 (Indemnity).

(b) Limited Subscription Software Warranty by Infor and Remedy For Breach. Infor warrants that the Subscription Software licensed to Licensee will operate without a Documented Defect for a period of seven (7) years from the applicable Order Form Date defined in the applicable Order Form and as applicable to such Order Form. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Subscription Software giving rise to the breach of warranty. If Infor is unable to repair or replace such Subscription Software within a reasonable period of time, then, subject to Licensee's termination rights in the Contract and the limitations set forth in Section 14 of this Agreement, Licensee may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 5(b) are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranty. Licensee must provide notice to Infor of any warranty claim within the warranty period. For clarity, Licensee's entitlement to Support (as defined in Section 3(b)) in connection with any Documented Defect shall continue throughout the Subscription Term.

(c) Malicious Code. Infor represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Subscription Software that does not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are

intended to access, modify, delete, damage, deactivate or disable the Subscription Services (“Malicious Code”). Infor shall take action immediately to investigate, identify and remove such Malicious Code from the Subscription Software. In the event the breach is not solely caused by Licensee, Infor shall be responsible for restoring data from the last non-affected backup.

(d) Limited Services Warranty and Remedy For Breach. Infor warrants to Licensee that, Infor will render the Subscription Services with commercially reasonable care and skill. Infor further warrants that the hosted environment will be available at all times throughout the Subscription Term, subject to the exceptions and allowances described in the Availability section of the applicable Service Level Description. The level of unavailability shall not exceed one half of one percent (0.5%) per month, excluding Scheduled Maintenance as described in the applicable Service Level Description (the “Down Time Warranty”). In the event of a breach of the foregoing warranty Infor shall apply service level credits based on the actual availability measure for the applicable period as follows:

Availability	Service Level Credit
99.500% or greater	No Service Level Credit
99.499% - 99.000%	5% of the monthly prorated subscription fee
98.999% - 98.500%	15% of the monthly prorated subscription fee
98.499% - 95.000%	25% of the monthly prorated subscription fee
Below 95.000%	35% of the monthly prorated subscription fee

Service level credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to Licensee’s next invoice or, if Licensee has paid the final invoice under this Agreement, service level credits shall be paid to Licensee within thirty (30) calendar days following the determination that the credit is due. If Infor fails to attain at least 99.499% availability for three consecutive months or any four months over a rolling twelve-month window, this shall constitute a breach of contract. In the event of breach, Licensee’s recovery shall be further limited by any service level credit applied by Infor.

(e) Disclaimer of Warranties. INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIPTION SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY ORDER FORM, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION.

(f) Abrogation of Limited Warranty. Infor will have no obligation under this Section 5 to the extent that any alleged breach of warranty is caused by any modification of the Subscription Software not performed by an Affiliate or on behalf of Infor. To the extent that an alleged breach of warranty concerns a Third Party Product that is subject to a more limited warranty under a Third Party Agreement than specified in Section 5 above, Infor’s obligations hereunder will be further limited accordingly.

(g) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 14 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICE UNDER THIS AGREEMENT.

(h) HIGH RISK ACTIVITIES. THE SUBSCRIPTION SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION

SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION SOFTWARE IN SUCH APPLICATIONS.

6. Confidential Information.

(a) Confidentiality. The Confidential Information disclosed under this Agreement may be used, disclosed or reproduced only to the extent necessary to further and fulfill the purposes of this Agreement. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information in perpetuity. Each of Licensee and Infor shall be responsible for the breach of the confidentiality terms contained in this Section 6 by any of its directors, officers, employees, Authorized Users, Affiliates, agents, accountants and advisors. Notwithstanding the foregoing, this Section is not intended to prevent (a) a Recipient from using Residual Knowledge, subject to any Intellectual Property Rights of the Discloser, or (b) Infor from using aggregated data regarding the use of the Subscription Services to provide reports or analytics to Licensee or to improve the performance of Infor's products, provided such data does not contain any Personal Information regarding Licensee, its employees, customers or Authorized Users. If the Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, or if the Recipient should be advised by counsel of any obligation to disclose such Confidential Information, the Recipient shall (if allowed by law) provide the Discloser with prompt notice of such request or advice so that the 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, the Recipient shall furnish only that portion of the Discloser's Confidential Information which is legally required to be furnished and to use reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

(b) Security Policies and Safeguards. Infor shall establish and maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Licensee Data and Personal Information in the possession or under the control of Infor or to which Infor has access, which are: (i) no less rigorous than those maintained by Infor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by applicable laws. The security procedures and safeguards implemented and maintained by Infor pursuant to this Section 6(b) shall include, without limitation:

- (i) User identification and access controls designed to limit access to Licensee's Data to authorized users;
- (ii) the use of appropriate procedures and technical controls regulating data entering Infor's network from any external source;
- (iii) the use of encryption techniques when Licensee's Data is transmitted or transferred into or out of the hosted environment;
- (iv) physical security measures, including without limitation securing Licensee's Data within a secure facility within the United States where only authorized personnel and agents will have physical access to Licensee Data;
- (v) operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities;
- (v) periodic employee training regarding the security programs referenced in this Section; and
- (vi) periodic testing of the systems and procedures outlined in this Section.

(c) Review of Controls. Once in each 12-month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness

of Infor's defined control objectives and control activities in connection with the Subscription Services. Infor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 16 (SSAE 16) Type 1 or an equivalent standard, which may include ISAE 3402 (the "Audit Report"). Infor shall hold their subcontractors to reasonable standards, assess their subcontractors on a periodic basis and provide evidence of this assessment as requested to the Customer. For a hosting provider, a reasonable standard is a Service Organization Control (SOC 2) Type 2 examination, or equivalent standard, in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) relevant to the security, availability, processing integrity, confidentiality, and/or privacy trust services principles for user entities, conducted on an annual basis. Licensee shall have the right to request and receive a copy of the Audit Report and Licensee may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit Report shall be Infor's Confidential Information (as defined in this Agreement). Infor and its hosting provider shall address any control deficiencies identified through the respective audits.

(d) Security Incident Response. In the event that Infor becomes aware that the security of any Licensee Data or Personal Information has been compromised, or that such Licensee Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Infor shall: (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify Licensee, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to Licensee; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Infor's control; and (v) cooperate with Licensee's reasonable investigation or Licensee's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident. Infor shall comply with all state and federally mandated security and privacy standards that are applicable to its products and services in accordance with this Agreement.

7. Indemnity by Infor. Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense to the extent arising from a third party claim against Licensee that the Subscription Software infringes any Intellectual Property Rights 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 so long as such settlement or compromise does not result in payment of money by Licensee or an admission of guilt by Licensee (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 reasonably 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 the Subscription Software by, on behalf of, or at the request of Licensee; or (b) the use or combination of the Subscription Software with any computer, computer platform, operating system and/or data base management system other than provided by Infor which is the cause of the infringement. If any Subscription Software is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Subscription Software under the terms of this Agreement; (B) replace the Subscription Software with products that are substantially equivalent in function, or modify the Subscription Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the un-used portion of the Subscription Services fee, if any, paid to Infor for the Subscription Software giving rise to the infringement claim, and discontinue Licensee's use of such Subscription Software. THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

8. Term and Termination.

(a) Term. With respect to the Subscription Software, the Initial Subscription Term shall be as set forth on the applicable Order Form.

(b) Right of Termination. If either party breaches any material obligation in this Agreement or an Order Form (including, without limitation, any obligation to pay Subscription Fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement (including all Order Forms hereunder). (c) Effect of Termination. Upon termination of this Agreement by either party, Licensee's license to access and use the Subscription Software and Subscription Services shall immediately terminate as of the effective date of such termination. Termination of this Agreement will not release either party from making payments which may be owing to the other party under the terms of this Agreement through the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein.

(d) Return of Licensee Data. Upon termination or expiration of this Agreement, Infor shall promptly make all Licensee Data available to Licensee as a native database export provided through Infor's FTP server. In the event that Licensee requires the return of Licensee Data in an alternate format or requires any other termination assistance services, Infor and Licensee shall mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services.

(e) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information, limitation of liability, and such other terms which by their nature survive termination, will survive termination or expiration of this Agreement.

(f) Disentanglement. In the event that either Party should terminate this Agreement, with or without cause, there shall be a 90-day disentanglement period. During this period of time, the Infor will continue to provide the Subscription Services as contemplated by the Agreement, as well as any executed amendments attached hereto. The Subscription Services will be provided in accordance to the warranties and Service Level commitments previously agreed to. In the event the Parties agree, the disentanglement period may be shortened or extended by mutual agreement. In the event the Parties agree to terminate a portion of the Subscription Services contemplated hereunder, then the continued Subscription Services shall continue to be governed by the terms and conditions of this Agreement. Infor shall use all commercially reasonable efforts to assist with the transition of another subscription services provider in a professional, timely and workman- like manner. The disentanglement period as well as any effort to provide transition services will be subject to Infor's then current rates.

9. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

10. Force Majeure. Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement 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, or the threat of any of the foregoing. A force majeure event does not relieve Infor from engaging its disaster recovery and business continuity plans as agreed.

12. 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.

13. Language. This Agreement is originally written in the English language and the English language version shall control over any translations.

14. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. EXCEPT WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH OR RELATED TO THE SUBSCRIPTION SOFTWARE, THE SUBSCRIPTION SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) WILL NOT EXCEED TWO TIMES THE SUBSCRIPTION FEES PAID OR PAYABLE TO INFOR HEREUNDER FOR THE TWELVE MONTH PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) LIMITED LIABILITY FOR DISCLOSURE OF PERSONAL INFORMATION. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS FOR BREACH OF SECTION 6 (CONFIDENTIAL INFORMATION) WITH RESPECT TO PERSONAL INFORMATION, SHALL NOT EXCEED DIRECT DAMAGES IN THE AMOUNT OF FIVE MILLION DOLLARS (\$5,000,000.00); PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION WILL NOT SERVE TO LIMIT INFOR'S OBLIGATIONS WITH RESPECT TO THE PROVISION OF NOTIFICATIONS AND CREDIT MONITORING SERVICES TO PERSONS WHOSE PERSONAL INFORMATION MAY HAVE BEEN ACCESSED OR DISCLOSED DUE TO SUCH BREACH, NOT TO EXCEED THE FOLLOWING: (1) SETTING UP A CALL CENTER FOR ONE YEAR; (2) PROVIDING CREDIT MONITORING SERVICES AS REQUIRED BY LAW FOR ONE YEAR, AND (3) PAYING THE COSTS OF MAILING NOTICES OF THE DATA SECURITY BREACH TO AFFECTED PARTIES OF SUCH BREACH (COLLECTIVELY, "NOTIFICATION COSTS"). FOR CLARITY, WHILE THE NOTIFICATION COSTS MAY EXCEED \$5,000,000 AS PROVIDED ABOVE, ALL NOTIFICATION COSTS SHALL COUNT TOWARD THE \$5,000,000 LIMITATION.

(c) EXCLUSION OF DAMAGES. IN NO EVENT WILL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, PUNITIVE, 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 INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

15. Audit Rights. Infor (including any third party auditor retained by Infor) may audit the records and systems of Licensee to ensure compliance with the terms of this Agreement and each applicable Order Form. Infor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during regular business hours and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any twelve (12) month period. If an audit reveals that Licensee is using the Subscription Software or Subscription Services beyond the scope of the license granted herein (for example, in excess of the License Restriction), then, in addition to any other remedies available to Infor, Licensee will promptly pay Infor the underpaid Subscription Fees associated therewith based on Infor's then-current list rate.

16. Compliance with Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Subscription Software and the Subscription Services including, without limitation, by not submitting any Licensee Data that is illegal, defamatory, or that infringes any third party proprietary rights.

17. Miscellaneous. Any purchase order or similar document, which may be issued by Licensee 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. This Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement and all Order Forms may be signed in counterparts.

Contract Requisition Number:
Contract Number:
Vendor Number:

18. No Sunset During Initial Term. Infor will continue to provide the Subscription Software for the initial term of this Agreement. Such continuation of Subscription services will include providing enhancements and modifications to the to the Subscription Software as required to Support the Subscription Services

EXHIBIT A TO ATTACHMENT 3

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.
- **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 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.

Backups –Infor will (i) perform database backups; full backup once every week, differential backups every 24 hours and transactional backup daily every 1 hour; and (ii) maintain the database backup retention period of 15 days for the whole weeks' backups in a secured availability zone within United States. Infor shall provide annual and/or quarterly database backups for Licensee's retention upon request. This data is to be made available through a viable secure channel like ftp for Licensee's access. However, Infor reserves the right to prescribe change to the above strategy as it deems necessary to maintain the Service Levels.

Scheduled Maintenance – The services shall be subject to a regularly scheduled weekly maintenance window that will be mutually agreed upon. Unless otherwise approved by Licensee, maintenance will occur outside of standard business hours of 7:30- AM – 6 PM CT Monday to Friday in production. 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) and hosting site 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); for the purposes of this Agreement, Infor’s data center is considered within Infor’s direct control
- 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 B TO ATTACHMENT 3

Infor Cloudsuite Support Plan Summary

A general explanation of the Infor Cloud Support Plans are located at <http://www.infor.com/support/support-plan-features/>. This exhibit provides a more comprehensive description of Infor Support and supplements the explanation set forth in the link above. These descriptions are subject to change at Infor's discretion; however, changes to these descriptions will not cause any material decrease in the Support provided to you during the Subscription Term for which you have paid the applicable subscription fees. These descriptions do not replace any rights or obligations set forth in the Agreement with Infor, but in the event of a conflict between the Agreement and this exhibit, this exhibit shall govern and control. Capitalized terms not defined herein shall have the meaning(s) set forth in the Agreement.

1. SUPPORT SERVICES

1.1 Telephone Technical Support

Generally, Infor will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the Licensee's time zone, excluding holidays observed by Infor, which fall within the applicable coverage window. Support hours may vary based on the applicable Subscription Software product, in which case applicable Support hours are noted in specific knowledge base articles, on the Infor Support Portal, located at www.inforxtreme.com

1.2 Electronic Support

Infor will provide 24x7x365 online access to the Infor Support Portal which contains services such as online incident logging, tracking and management, knowledge base articles, latest Subscription Software release information, and Subscription Software Documentation.

1.3 Critical Incident Support

System Availability issues are considered Severity 1 incidents. If the Subscription Software is not accessible, then you are entitled to access Infor Support 24x7x365. Critical Incident Support for System Availability is included in every Cloud subscription. When a licensee calls for technical assistance regarding a Severity 1 System Availability issues outside of Infor Support Services coverage hours or during locally observed holidays, the call will be routed to an open Infor Support Center or to the on-call resource.

"Critical Incident Application Support" is defined as the delivery of support via telephone for Severity 1 (production down) situations, as defined in Section 2.2 below.

1.4 24 x7 Critical Incident Support Option

Should Licensee purchase an Infor Support plan with 24x7 Critical Incident Application Support (e.g. Premium or Elite Support), Infor will respond to Severity 1 support incidents 365 days a year and 24 hours per day. This service will also be available during holidays observed by Infor. When Licensee calls for assistance regarding a Severity 1 issue outside of Infor Support Services coverage hours or during locally observed holidays, the call will be routed to an open Infor Support center or to the on-call resource. Severity 1 incidents will be worked within the applicable Support plan terms, until the Subscription Software is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered to Severity 2 or below.

1.5 Critical Solution Notification

The Infor Support Portal enables each Designated Contact to develop a unique profile. "Designated Contact(s)" means a Licensee's contact(s) that has a thorough understanding of the specific Subscription Software, along with applicable technical knowledge, required to assist in troubleshooting and the timely resolution of incidents. Each Designated Contact may also choose to sign up for knowledge base articles that may be of particular interest. When Infor develops a knowledge base article for a critical incident, the Designated Contact can receive notifications about its availability and how to access it.

1.6 Recorded Briefings

Infor provides Licensee with access to recorded Support briefings (videos), which are recorded webinars, lasting an average of 5 – 15 minutes, designed to help Licensee become familiar with the latest Subscription Software functions and features.

2. Resolution of Support Incidents

2.1 Initiation of an Incident

The Designated Contact may contact Infor Support Services via telephone or may log an incident online via the Infor Support Portal to initiate a Support request referred to as an "incident".

The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged with the Infor Support Portal that is related to the Subscription Software or information requests about our Cloud Support Plans, and options.

To help ensure a timely response to a Support incident, the Designated Contact shall provide the following information: (a) the Infor Customer Number and contact details, (b) applicable Subscription Software name, (c) severity level of the Support incident, (d) details of the Support incident, including error messages and error reproduction steps if any, and applicable screen shots and output examples if logging online, and (e) description of the incident impact and frequency.

2.2 Severity Levels

The Designated Contact will use reasonable business judgment to identify the severity of the Support incident according to the following severity level descriptions:

- (a) **Severity 1 – Production Down/Critical.** The production instance of the Subscription Software is not available, or the Subscription Software is available but a critical application failure has occurred and business processes are halted. There are no workarounds available. Severity 1 issues that occur after standard Support Services hours must be reported by telephone.
- (b) **Severity 2 – High.** The operation of the Subscription Software or a critical business process or is impaired, causing a serious disruption of a major business function, a serious impact on daily functions or processing, and there is no acceptable workaround.
- (c) **Severity 3 – Medium.** Non-critical issues with the Subscription Software. You are able to access and use the Subscription Software, and there is an acceptable workaround for the issue.
- (d) **Severity 4 – Low.** An inquiry and/or low impact issue that does not require immediate attention. This includes cosmetic issues on screens, errors in documentation, or a request regarding the use of the Subscription Software.

2.3 Response

Infor shall use commercially reasonable efforts to meet the Response Targets set forth below. Infor calculates Response Targets as the difference between the time an incident is appropriately logged into the Infor support system and the time of Infor's first value-added communication.

For Severity 1 incidents, Infor will make commercially reasonable efforts to respond within one (1) hour during scheduled business hours; for Severity levels 2-4, Infor will make commercially reasonable efforts to respond within two (2) hours during scheduled business hours.

For Licensees that have purchased the Infor Elite Support plan, Infor will make commercially reasonable efforts to respond to Severity 1 incidents within thirty (30) minutes during scheduled business hours; for Severity levels 2-4, Infor will make commercially reasonable efforts to respond within one (1) hour during scheduled business hours.

2.4 Resolution

A resolution can be, without limitation, an answer that resolves a Support incident; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround; or the provision of steps that, upon completion, will lower the criticality of the Support incident. Support incident resolution is often an iterative process that is dependent upon many variables. At times determination of root cause and resolution of an incident requires collaboration and troubleshooting by various teams within Infor and the Licensee. The nature of this process makes providing specific target resolution times difficult. As Infor progresses through the troubleshooting process in an effort to resolve the issue, Infor works to provide regular updates and strives to allow Licensee to continue doing business.

2.5 Escalation

Most Support incidents are best resolved through Infor's standard operating procedures. If you believe that a particular Support incident requires a higher level of attention, Licensee should contact the regional Infor Support Center and request that a Support Manager become involved. Escalation or routing of Support incidents outside of standard procedures is reserved for issues that warrant a higher degree of attention, and such escalation is not appropriate for all Support incidents. If escalation is requested, Infor will notify the appropriate Support Manager. The Support Manager will act promptly to assess the situation, contact Licensee to discuss a resolution plan, identify required resources, and implement the agreed upon resolution plan.