

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO PUBLIC SECTOR WORK ORDER

THIS ADDENDUM TO PUBLIC SECTOR WORK ORDER (“Addendum”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and DLT Solutions, LLC. (“DLT”), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

WHEREAS, subject to the changes herein, the parties have executed and accepted DLT's CloudSuite Public Sector Work Order and Quote (collectively the "Agreement"), attached hereto as Exhibits "A" and "B" respectively, and incorporated fully by reference, for the purchase of a subscription to a specified cloud-based Infor Lawson Enterprise Management System and related products and services (the "Services"); and

WHEREAS, County desires that DLT provide Services as will be more specifically described in this Agreement; and

WHEREAS, DLT represents that it is qualified and desires to perform such Services;
and

WHEREAS, the parties wish to utilize the Texas Department of Information Resources Cooperative Purchasing Contract No. DIR-CPO-5677 for Software and Related Services, which is incorporated fully by reference only, for the purchase of the specified products and/or services; and

WHEREAS, this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because this Agreement is pursuant to a Cooperative Purchasing Program in accordance with Chapter 271 of the Texas Local Government Code; and

WHEREAS, §262.011(d) of the Texas Local Government Code authorizes the County Purchasing Agent to make purchases that are not subject to competitive solicitation; and

WHEREAS, the following changes are incorporated as if a part of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Term.** This Agreement is effective upon execution by County. The term of the Agreement is for a term of five (5) years, beginning on the first day of the first month following the Effective Date, unless terminated sooner in accordance with the terms of the Agreement. The Agreement shall not automatically renew, but may be renewed upon written agreement of the parties. The parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.
3. **Scope of Services.** Subject to this Addendum, DLT will provide the Infor Lawson version 11 upgrade and related cloud-based products and services ("Services") to County as described in the CloudSuite Public Sector Work Order attached hereto as Exhibit A, and incorporated by reference. All Services shall be performed in accordance with Texas Department of Information Resources Cooperative Purchasing Contract No. DIR-CPO-5677.
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice as otherwise detailed in Exhibit B of the Agreement. DLT may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to the invoice submitted by DLT, County shall notify DLT no later than thirty (30) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall immediately notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

Maximum Compensation. DLT's fees shall be calculated at the rates set forth in Quote attached as Exhibit B. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit B is Six Million, Eight Hundred Ninety Thousand, Five Hundred Sixty-two and 92/100 dollars (\$6,890,562.92), to be certified and paid in the following amounts:

Year 1: 4,382,516.80
Year 2: 627,011.53
Year 3: 627,011.53
Year 4: 627,011.53
Year 5: 627,011.53

In no case shall the amount paid by County for the scope of Work as of the Effective Date, exceed the Maximum Compensation without an approved change order or amendment.

5. **Limit of Appropriation.** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Fort Bend County for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of County as to payment under the terms and provisions of this Agreement is limited to the total maximum sum of Six Million, Eight Hundred Ninety Thousand, Five Hundred Sixty-two and 92/100 dollars (\$6,890,562.92), specifically allocated to fully discharge any and all liabilities County may incur. DLT does further understand and agree, said understanding an agreement being of the absolute essence of this Agreement, that the total maximum compensation that DLT may become entitled to and the total maximum sum that County may become liable to pay to DLT shall not under any conditions, circumstances, or interpretations thereof exceed Six Million, Eight Hundred Ninety Thousand, Five Hundred Sixty-two and 92/100 dollars (\$6,890,562.92).
6. **Public Information Act and Open Meetings Act.** DLT expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by DLT shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.
DLT expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.
7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless DLT for any reason are hereby deleted.
8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in a state or federal court of competent jurisdiction located in or serving Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. Neither party shall agree to pay any and/or all attorney fees incurred in any way associated with the Agreement.

9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, DLT hereby verifies that DLT and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, DLT does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, DLT does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, DLT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute, unless otherwise specified in the Agreement.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, DLT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict. If there is a conflict between this Agreement and the Cooperative Purchasing Agreement, the Cooperative Purchasing Agreement shall control to the extent of the conflict.

13. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
14. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
15. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
16. **County Data.** For the avoidance of doubt, County owns all right and title to its data under this Agreement. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from DLT in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
17. **Compliance with Laws.** DLT shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, DLT shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- DLT in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
18. **Independent Contractor.** In the performance of work or services hereunder, DLT shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of DLT or, where permitted, of its subcontractors. DLT and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
19. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
20. **Remote Access.** As applicable, if DLT requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of DLT's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before DLT is granted remote access to County Systems:

- (A). DLT will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). DLT will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. DLT will not access County Systems via unauthorized methods.
- (C). DLT's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for DLT to conduct their services and/or provide Services to County pursuant to this Agreement.
- (E). DLT will allow only its Workforce approved in advance by County to access County Systems. DLT will promptly notify County whenever an individual member of DLT's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. DLT will keep a log of access when its Workforce remotely accesses County Systems. DLT will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of DLT's Workforce is provided with remote access to County Systems, then DLT's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of DLT to comply with this Section may result in DLT and/or DLT's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for DLT, is under the direct control of DLT, whether or not they are paid by DLT and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

{Execution Page follows}

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

DLT SOLUTIONS, LLC.

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to pay the obligation of Fort Bend County under this contract for services provided by Solutions, Inc.

Robert Ed Sturdivant, County Auditor

Attachments:

Exhibit A: CloudSuite Public Sector Work Order Form

Exhibit B: DLT Quote

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EXHIBIT A

August 7, 2025

FORT BEND COUNTY FSM

CloudSuite Public Sector Work Order

PRESENTED BY TD SYNnex PUBLIC SECTOR



This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages marked with the following legend: Use or disclosure of data on this page is subject to the restriction on the title page of this proposal or quotation.

TD SYNnex Public Sector / 2411 Dulles Corner Park, Suite 800 / Herndon VA 20171 / 703.709.7172 / www.dlt.com
TIN 54-1599882 / DUNS # 78-6468199 / CAGE Code oSoH9 / GSA IT Schedule 70 GS-35F-267DA

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May 30, 2025

Fort Bend County
1003 Golfview Drive
Richmond, TX 77469

Attention: Fort Bend County

Dear Customer,

DLT Solutions (now part of TD SYNEX Public Sector) and Infor have teamed (“DLT”) to offer this proposal for professional services on a firm fixed price basis to Fort Bend County (“Customer”). DLT Solutions is the Prime Contractor for this engagement. DLT intends to subcontract the proposed services to Infor.

If you have technical questions, please contact James Zampella at 703-708-9101 or james.zampella@dlt.com. For contractual questions, please contact 703-709-7172 or Legal@dlt.com and inbound-bids@dlt.com.

Please note that DLT will bill for all travel as actuals and in accordance with the Federal Travel Regulation unless otherwise mandated by the customer Purchase Order. FJTR Policy and Per Diem Rates can be found at <http://www.gsa.gov/portal/category/100212>.

We look forward to your analysis of our proposal and to speaking with you further regarding your needs.

Sincerely,

James Zampella
Account Manager I
Velocity

1. Exhibit: Reports, Interfaces, Extensions (RIE)

ID #	RIE Name	RIE Description	Type (X)									Responsible		Project Wave #	Notes
			Report	Interface	Extension	Form	Workflow	Homepage	Script	Other	Infor	Customer			
1		Assistance with up to 5 reports	x												Medium complexity not to exceed 2 weeks duration
2		Up to 15 Interfaces		x											Medium complexity not to exceed 2 weeks duration

2. Exhibit: Customer Business Processes in Scope – CloudSuite Public Sector

Level 1 Process	# Core	# Differentiator	# Unique	Level 2 Process	Associated Modules	Comments & Assumptions	Project Wave #
Record to Report				<ul style="list-style-type: none">Journal Entry to PostRecurring Journal to ReleaseAllocation Creation to JournalizeExternal General Ledger Transaction InterfaceExternal Budget Import to ProcessingSubsystem Posting to Global Ledger Update	<ol style="list-style-type: none">Global LedgerAllocationsFund Accounting and Encumbrance Accounting	Migrate setup of existing company financial configuration using Infor delivered structure.	
Project Creation to Reporting				<ul style="list-style-type: none">Project Creation to MaintenanceRequest Posting Project to MaintenanceProject Funding Source Creation to MaintenanceBillable Project Contract to MaintenanceRequest Project Status ChangeProject Indirect Generate to Journalize	<ol style="list-style-type: none">Project Ledger	Migrate existing configuration. Customer responsible for any additional configuration.	
Billing to Collections				<ul style="list-style-type: none">Customer MaintenanceBilling Invoice Creation to ReleaseBilling Recurring Invoice Creation to ReleaseExternal Invoice Interface to ReleaseProject Invoice Creation and Revenue RecognitionPayment Processing to MaintenanceReceivable Invoice Creation to ReleaseIntercompany Billing Invoice to SettlementIntercompany Billing Transfer Pricing to CalculateCredit to Collections	<ol style="list-style-type: none">ReceivablesBillingIntercompany BillingProject Invoicing & Revenue	Migrate existing configuration. Customer responsible for any additional configuration.	
Asset Creation to Maintenance				<ul style="list-style-type: none">Asset Creation to ReleaseMaintain AssetExternal Asset Import to Release	<ol style="list-style-type: none">Asset Accounting	Migrate existing configuration. Customer responsible for any additional configuration.	
Lease Creation to Lease Termination				<ul style="list-style-type: none">Lease Creation to ReleaseLease Invoices to Lease PaymentsExternal Lease InterfaceSublease Create to ProcessLease Modification to Termination	<ol style="list-style-type: none">Lease Accounting	.	
Source to Settle				<ul style="list-style-type: none">Supplier Registration to ValidationCreate Event to Supplier ResponseSupplier Response to Award OutputContract Creation to ExecutionContract Line Cost MaintenanceContract Change Order to Contract CompletionContract Monthly MaintenanceContract Maintenance to CompletionRequest New Vendor to Manage VendorVendor Creation to MaintenanceCreate Purchasing VendorRequisition to Purchase OrderInterface RequisitionsPurchase Order to ReceiptInterface Purchase OrdersInterface ReceiptsEDI ProcessingProcurement Card ProcessingProcurement Card Transaction to PaymentReturn Item to Vendor	<ol style="list-style-type: none">Strategic SourcingSupplier PortalContract ManagementPayablesRequisitionPurchasing	Migrate existing configuration. Customer responsible for any additional configuration.	

Level 1 Process	# Core	# Differentiator	# Unique	Level 2 Process	Associated Modules	Comments & Assumptions	Project Wave #
				<ul style="list-style-type: none">Match Invoice to PaymentMatch Invoice InterfaceDocument Management InterfaceBasic Invoice to ReleaseExternal Payable Invoice Interface to ReleaseRequest Invoice Payment to ApprovalBuyer MessagesMatch Reconciliation to PaymentReconciliation to Open Invoice MessagesInvoice MaintenanceAutomatch to Payment ProcessingInvoice Selection to Payment CloseUS 1099 Maintenance to Year End Processing	7. Matching 8. Punchout 9. Procurement Cards 1. EDI		
Plan to Inventory				<ul style="list-style-type: none">Inventory Count to ReportItem Request to CreationItem Location Request to CreationDemand on InventoryInventory TransactionsInterface Inventory TransactionsDemand to ReplenishNew Item Proposal to Creation (Item Lifecycle Management)Item Lifecycle Management Notice to CompletionPar Location Count to RequisitionKitchen Processing	1. Inventory Control 2. MSCM Par & Cycle Counting 10. Item Lifecycle Management	Migrate existing configuration. Customer responsible for any additional configuration.	
Reconciliation to Close				<ul style="list-style-type: none">Close Management Schedule ProcessPurchasing Period CloseBilling Period CloseReceivables Period CloseLease Accounting Period ClosePayables Period to Year End CloseInventory Period CloseCash Period CloseAsset Period to Year End CloseProjects Period CloseTransaction to ReconciliationGlobal Ledger Period to Year End Close	1. Close Management Reconciliation Management 3.	Support for in-scope business processes	
				<ul style="list-style-type: none">	2.	1.	
				<ul style="list-style-type: none">	1.	1.	
					1.		

3. Exhibit: Workforce Management

v.20240701

Process Areas	Associated Modules	Comments & Assumptions
Attendance to Time Off Management	Time and attendance	Support for setup of up to Three (3) calculation groups Support for setup of up to Three(3) Customer-specific pay rules Support for setup of delivered roles. Support for setup of up to One (1) leave balances. Support for setup of up to Two (2) accruals and accrual policies Support for setup of delivered time-off request processes for configured leave balances. Support for setup of up to One (1)holiday calendars Support for setup of delivered shift trade functionality. Support for setup of delivered shift billboard functionality. Support for setup of up to 2 Customer-specific security groups Support for up to 8 hours> knowledge transfer to Customer for setup of shifts and shift patterns
Time Collection to Payroll File Generation	Time and attendance	Support for setup of time entry for hourly employees by Daily Timesheet Entry, Mobile Clocking, Self-Service Portal Clocking, etc. Support for setup of time entry for salaried employees by Weekly Timesheet defaulted time, Mobile Clocking, etc. Support for setup of up to 3 pay groups. Support for setup of up to 1 different payroll file formats and associated pay code mappings. Support for setup of daily and weekly timesheets (exempt vs non-exempt employees) Support for setup of WFM Mobile and WFM Self-Service Portal For hard wall clocks only: Support for setup of up to 4 different clock configurations Support for WFM reader and reader group setup Support for setup and approach to add/import employee badge ID's into WFM Support for up to 8 hours> knowledge transfer for clock management, updates, and administration
Employee Data to Scheduling	Advanced Scheduling - MVS	Support for setup of MVS for up to 4 departments Support for setup of up to 4 schedule templates (total for all departments in scope) Support for setup of up to 1 Customer-specific compliance rules Support for up to 8 hours> knowledge transfer to Customer to create and maintain schedule templates. Support for up to 8 hours> knowledge transfer and hands-on experience to Customer to setup, maintain, and administer MVS

4. Exhibit: Infor Velocity Suite Scope

Infor Velocity Suite is a set of technologies, solutions and services that include process mining and scope-defined use cases (“**Value+ Use case**”) for use with Infor multi-tenant CloudSuite.

Multi-tenant CloudSuite: Public Sector

The following is in-scope for this Work Order:

Process Mining Scope:

Infor to assist Customer with the validation & configuration of Infor process mining solution for the subscribed CloudSuite. The responsibilities of the parties are as follows:

Task	Customer	Infor	Both
Publish Tables: Validation of the required tables to be published from the underlying CloudSuite ERP/application to the Infor (OS) data lake.	X		
Load Data: Perform the initial data load for one of the eligible business processes in the CloudSuite that the Customer selects. The process selected by Customer will be used for the on-hands training. 1 Select one business process in-scope from approved list- Procure to Pay, Order to Cash etc. 2 English language content only.		X	
Validate Insights: Validate the corresponding process insights for the selected process.		X	

Task	Customer	Infor	Both
<p>Key user training (production tenant): up to 10 sessions for up to 3 hours per session for up to 10 participants</p> <p><u>Exclusions:</u></p> <ul style="list-style-type: none">Creation of any new process mining insights.Additions or extensions to the standard mining queries or events (with respect to objects, events, and attributes)Business process reengineering and Optimization reviews.			X

Value+ Use cases scope:

Infor to assist Customer with the implementation of the 2 Value+ Use cases from the list of generally available Value+ Use Cases.

Value+ Use case (Enterprise Automation) #1 - Invoice Processing Scope

Value+ Use case	Scope
Scope	<ul style="list-style-type: none">AP (accounts payable) invoice processing solution supports both PO and Non-PO invoices.Invoice documents/PDFs (coming from vendors) into a common mail/inbox or any shared folder will be read by Infor RPA (Robotic Process Automation) solution.Tax and other charges will be added depending upon the configurations in ERP.Matching of invoices at the header level will be done as per standard ERP based on the above process. <p>Notifications:</p> <ul style="list-style-type: none">Inbox and email notifications for success/failure of RPA process <p>FSM Exception handling</p> <ul style="list-style-type: none">Missing or Invalid Data
Assumptions	<ul style="list-style-type: none">Generative AI (GenAI) enabled IDP (Infor Document Processor), and relevant addendum required.Customer runs Infor CloudSuite and plans to use this automation with new documents (POs, Expense invoices etc.).Invoices are read from an e-mail or a local/shared folder.Unattended mode setup requires the Windows server to be configured without Multi-Factor Authentication (MFA) and should be enabled with standard username and password authentication.This automation includes other standard ERP business processes (e.g., actual payment) is expected to follow the standard.ERP ensures that duplicate invoices are automatically blocked from being processed when managed through RPA.For duplicate invoices, the invoice number edit field is set as "Company Vendor" (or if it is set to the "Vendor Group Vendor", need to get the vendor group, used in concatenation for getting the unique value)The customer is responsible for validating the solution / acceptance testing and any other tasks identified as part of mutually agreed project plan.Document formats and quality should be OCR friendly:<ul style="list-style-type: none">Infor recommends invoices should be in PDF format for best results.All data items requiring extraction to be clearly legible and in English.PDF file size allowed may be limited depending on the Infor OS tier level.Minimum 300 dpi resolution.One invoice per PDFMaximum of 20 pages per PDFDocuments must include and clearly define any required keys and values.Missing or undefined keys or values may require post-processing intervention.Non-Standard Layouts may not be possible for OCR to process accurately with high confidence. Page formats with multiple columns, nested, adjacent, or overlapping tables, forms, or key pairs, etc. should be reviewed during implementation.The standard implementation covers automation scenarios with proper rules and identifiers, aligned with the assumptions mentioned here.
Exclusions	<ul style="list-style-type: none">Handwritten, manually edited invoices and any other manually annotated documents may need to be processed manually.Handling of Credit Notes, Debit Notes, Service Contracts, Prepayment InvoicesInvoice line level detail.PO invoices line level matchingInvoices in formats other than PDF (e.g., excel, word, XML etc.) or invoices embedded in an email body or available as a link.Workflows or extensions not delivered as standard ERP content

Value+ Use case #2

Infor will assist Customer with the implementation of 1 additional Value+ Use case which will be determined at a later time from the then available Value+ Use case(s). Such additional Value+ Use case and the associated scope will be identified in a mutually agreeable Change Order. Such Change Order may result in adjustments to the fixed Service Fee.

The responsibilities of the parties are as follows:

Task	Customer	Infor	Both
Provide windows server(s) for running Infor RPA agent.			
Provision a user for BOT (Robot user) which will communicate with Multi-tenant Infor Operating System – Supported by Infor, if needed	X		
Solution deployment on any lower-level tenant (Test, Train, or Development)		X	
Unit Testing		X	
User Acceptance Testing	X		
Promotion to Production tenant and Go-Live			X
Post Go live support (up to 2 weeks per use case)		X	

5. Exhibit: Organizational Change Management and End User Training Scope

“**Organizational Change Management**” or “**OCM**” are the Services related to understanding the organizational and people impacts of the Project, including changes in organizational structures, processes, systems, culture, and behavior from the current state(s) to enable end users to ‘move’ or adopt to the future state.

“**End User Training**” or “**EUT**” are the Services related to understanding, designing, developing, and delivering training to Customer end users impacted by the Project.

The following OCM and EUT Services are in scope:

Service	Service Fee Type	
	Fixed Fee	Time and Materials
“ Mobilize* ” is the access to the Digital Change Platform Service and associated Service Tasks required to enable Customer use of the Digital Change Platform Service.	X	
“ EUT Design, Plan and Prepare ” are the Service Tasks to design, plan and prepare for the Project rollout of Customer EUT.	x	

Mobilize*

Estimated duration: Up to 4 weeks

Each party’s responsibility is as follows:

Task	Infor	Customer	Both
Conduct up to 10 stakeholder/leader interviews and 1 Accelerator workshop up to 3 hours in duration.	X		
Conduct 1 Campaign workshop up to 16 hours in duration to configure OCM Campaigns for Project. (Customer OCM Lead participation is required)	X		
Conduct 1 Digital Change Platform Service orientation workshop up to 6 hours in duration	X		
Develop OCM/EUT high level Project strategy			X
Provide EUT curriculum summary based on standard processes	X		
Provide Customer up to 40 hours Infor OCM consulting related to Infor Digital Change Platform Service best practices for up to 20-weeks. (Note: These hours are in addition to the estimated duration to complete the Mobilize activities.	X		

***Digital Change Platform Service.** Mobilize Tasks in the table above assume use of a suite of OCM tools and software services (the “**Digital Change Platform Service**”), some of which may be provided by third parties and may be subject to additional terms of use. The Fixed Fee associated with Mobilize includes access to the Digital Change Platform Service for up to 5 Customer Users for a period of 12months from Mobilize Kick-Off date. The Digital Change Platform Service is available in English language only. “**Mobilize Kick Off**” means the scheduled meeting of the parties to initiate Mobilize. “**Customer User**” means an employee, agent, and independent contractors of Customer. The Digital Change Platform Service is a Professional Service or Service as the case may be and is not considered Software in Scope.

Mobilize Plus

Estimated duration: Up to 20 weeks

Each party’s responsibility is as follows:

Task	Infor	Customer	Both
Customer responsible for OCM readiness campaigns. Infor to provide up to 40 hours of Infor OCM consulting services using the Digital Change Platform Service to advise Customer OCM lead.		X	

EUT Design Plan and Prepare

Estimated duration: Up to 8 weeks

Infor to provide up to 320 hours Infor EUT consulting to complete EUT Plan and Prepare.

Each party’s responsibility is as follows:

Task	Infor	Customer	Both
Conduct role-based training needs analysis			X
Develop EUT strategy and roadmap			X
Design custom curriculum and up to <x> course outlines			X
Build curriculum development plan			X

EUT Produce and Deliver

Infor EUT Produce and Deliver is not in scope. Services can be added via Change Control Process.

Each party’s responsibility is as follows:

Task	Infor	Customer	Both
Develop EUT curriculum materials.		X	
Develop EUT delivery workplan		X	
Create EUT training schedule, specify logistics and setup course registrations		X	
Conduct train-the-trainer workshop for EUT delivery best practices		X	
Monitor, report on, and mitigate EUT delivery		X	
Provide post go-live training recommendations including EUT sustainment plan		X	

6. Exhibit: Project Team Education

Course Title	Duration (Days)	Delivery Mode	Number of Attendees
Financials & Supply Management: Foundation Differences to Lawson	2	Private Education Event	6
Financials & Supply Management: Configuring and Administering Global Ledger	2	Private Education Event	6
WFM: Configuring and Using Time and Attendance - Instructor-Led Training	2	Private Education Event	6
WFM: Time and Attendance Advanced - Instructor-Led Training	4	Public Education Event	2
WFM: Administering and Using Multi-view Scheduler - Instructor-Led Training	3	Private Education Event	6
WFM: Administering Cognos Reports - Instructor-Led Training	4	Public Education Event	2
Birst: Foundations for Administrators	2	Public Education Event	2
Birst: Foundations for Analysts	2	Public Education Event	2
Infor OS: Foundation for Multi-Tenant - Part 1	2	Public Education Event	2
Infor OS: Foundation for Multi-Tenant - Part 2	3	Public Education Event	2
Landmark Technology: Administering Landmark Foundation for the Cloud	4	Public Education Event	2
Landmark Technology: Configuring and Administering Infor OS Security	1	Public Education Event	2
Landmark Technology: Administering Landmark Security	4	Public Education Event	2
Landmark Technology: Using Spreadsheet Designer for Microsoft Excel	1	Public Education Event	2
Landmark Technology: Designing and Administering Processes Using Infor Process Automation for the Cloud	5	Public Education Event	2
Landmark Technology: Designing and Administering Configuration Console	5	Public Education Event	2
Infor d/EPM Platform: v12 Creating Reports with Application Studio	3	Public Education Event	2

7. Terms, Conditions, and Pricing

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
	<div>NOTE</div> <div>**THIS IS AN ANNUAL SOFTWARE SUBCRPTION OF \$627,020.462 FOR A TOTAL OF \$3,135,102.31 OVER 5 YEARS**</div> <div>For the purpose of the definitions below, “Software” is used to refer to the Software and/or On Premise Software, as the context logically dictates, and may be used interchangeably. * If specified in the User Restriction field:</div> <div>“FTE”=Full Time Equivalent-Means the total number of individuals who are or have been employees of Customer (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Customer (whether engaged directly or through a third party as contract workers, consultants, freelancers or other capacity), and is calculated as follows: At any point in time, the total number of FTEs is calculated by adding (a) 100% of the total number of current employees and independent contractors working 30 or more hours per week, excluding Seasonal Workers; (b) 50% of the total number of current employees and independent contractors working fewer than 30 hours per week (“Part Time Workers”), excluding Seasonal Workers; (c) 25% of current volunteers and unpaid workers; and (d) 25% of Seasonal Workers who worked for Customer at some time in the previous 12 months. In addition, if the Software is used in connection with administering payroll and/or benefits, the total number of FTEs shall also include (e) 10% of former employees and independent contractors, whether previously engaged on a full-time, part-time, seasonal, volunteer or other basis, whose data is processed by the Components System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an “Anniversary”), Customer will provide detail regarding the total number of FTEs as of such Anniversary. If the actual number of FTEs as of an Anniversary is in excess of the specified authorized quantity of FTEs as of such Anniversary, Customer will purchase additional authorizations corresponding to such excess amount. For purposes herein, a Seasonal Worker is an individual who works on a seasonal basis not to exceed four months; any individuals who work on a seasonal basis in excess of four months shall be counted as Part Time Worker.</div> <div>“TECH” = Tech Platform - Allows use of the Infor OS platform technology up to the usage limits for the corresponding service tier (Essentials, Professional, Enterprise) as set forth in the Infor OS Service Limits at https://docs.infor.com/inforos/12.0.x/en-us/usagelimits/default.html plus any additional subscription quantities duly authorized by Customer pursuant to an order form. Use in excess of any usage limit requires a subscription to the appropriate tier or a subscription for an additional quantity of permitted use where applicable. Any changes to the Infor OS Service Limits will not result in a material reduction of service.</div> <div>“NU”= Named Users- Allows access to the Software up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Software at a given point in time; The Customer agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Customer uses generic user profiles as a means to access the Software, each separate log-on accessing the Software will be counted as a separate user.</div> <div>“DO”= Documents- Means the maximum number of items that may be processed in or by the Software on an annual basis; and an item shall include, but not be limited to, each separate invoice, payment request, expense report, timesheet or image file, as applicable to the specified Software; and all items shall be counted against the maximum Quantity regardless of the status of each such item.</div> <div>“RCPTS”= Receipts- Quantity represents the maximum number of items that may be processed in or by the Software on an annual basis; and an item shall include, but not necessarily be limited to each receipt image file processed by, submitted to or transmitted in any way via, the Software that supports the processing of each item (collectively “processing” or “processed”); and all items processed</div>					
	<div>shall be counted against the maximum Quantity regardless of the status of each such item or results of the processing.</div> <div>**Support Level for Software: “CXT” = Infor Essential (24X5); "CXTp" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program; “CCFS” = Infor CareFor Success program; Descriptions of these plans can be found at http://www.infor.com/cloud/subscription/. NAX = Not Applicable</div> <div>IV. Additional Terms</div> <div>1. End User’s purchase of the subscription specified herein is not contingent or dependent upon the provision of any consulting services End User may choose to purchase from Infor contemporaneously with this Order Form or in the future.</div> <div>2. Please visit https://www.infor.com/customer-center/MTcloud for benefits related to the Infor Multi-tenant Cloud Customer Bill of Rights (only applicable to Subscription Software hosted in a multi-tenant environment).</div> <div>3. The Service Level Agreement and the Information Security Plan set forth additional terms and conditions applicable to Customer’s access to the Subscription Software and use of the Subscription Services. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Service Level Agreement or Information Security Plan, the provisions of the Service Level Agreement or Information Security Plan shall govern and control.</div> <div>The Service Level Agreement can be found at: Infor service level description Infor The Information Security Plan can be found at: https://www.infor.com/security-plan</div> <div>4. In consideration for the pricing and terms under this order form, Infor may make reference to Customer as a customer in press releases and written and verbal communications. Customer agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.</div> <div>5. Customer’s access and use of the Service Analytics are conditioned upon Customer participating as a contributor of deidentified, anonymized, and/or aggregated data to the Service Analytics as follows. Customer grants to Infor a non-exclusive, perpetual, worldwide license, with the right of sublicense to Subprocessors (as defined in the Infor DPA) to process, use, reproduce, display, translate, adapt (including to make derivative works), and distribute Customer Data (or information derived from Customer Data) as part of a deidentified, anonymized, and/or aggregated dataset which may include anonymized usage data from the Software (collectively "Anonymized Aggregate Data") for the purposes of improving Infor software and subscriptions services, research and development, and providing publicly available analytical products and service offerings, (collectively, "Service Analytics"). The Anonymized Aggregate Data will not specifically identify Company or any individual. Anonymized Aggregate Data is not Customer Data and Infor retains all intellectual property rights in the Service Analytics.</div> <div>6. Any Google Maps/Google Earth features and content are Third Party Offerings (also may be referred to in the Agreement as Third Party Products) and are subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at</div>					

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	<p>https://maps.google.com/help/terms_maps.html; and (2) Google Privacy Policy at https://www.google.com/policies/privacy/.</p> <p>7. For International Business Machines Corporation (“IBM”) third party products provided hereunder, Customer agrees to the following: (i) Customer is not authorized to use the IBM products separately from the combination of IBM products and Infor Software that make a commercially available Infor branded solution, (ii) Customer will contact Infor (and not IBM), including without limitation for Support, for such IBM Products, and (iii) Customer’s use of each IBM product is further subject to the applicable IBM License Information (LI) available at http://www.ibm.com/software/sla (which, for the avoidance of doubt, excludes any International Program License Agreement or similar agreement with IBM and pricing metrics that may be referenced therein).</p> <p>8. Regarding the Infor Expense Management (XM) Software specified in this Order Form, Customer acknowledges that all inbound email receipts are processed through a mail server located in the United States.</p> <p>9. The following terms apply to the Global Human Resources and/or Financials and Supply Chain Management Subscription Software (hereinafter the “GHR and/or FSM Solutions”) licensed herein: Customer’s access to and use of the Data Set ID Numbers as applicable to the address verification function available in the GHR and/or FSM Solutions are additionally subject to the: (i) additional terms available at: https://www.gbGPLC.com/en/legal-and-regulatory/additional-terms/captureplus/ and https://www.gbGPLC.com/en/legal-and-regulatory/additional-terms/verify/; and (ii) legal notices available at: https://www.gbGPLC.com/en/legal-and-regulatory/products/loqate-capture/legal-notices-loqate-capture/ and https://www.gbGPLC.com/en/legal-and-regulatory/products/loqate-verify/legal-notices-loqate-verify/(collectively hereinafter the “Address Verification Additional Terms”), as may be updated from time to time. Accordingly, the terms of the Agreement are hereby deemed amended by the Address Verification Additional Terms as it relates to the address verification function and Customer’s access to or use of any content relating thereto. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Address Verification Additional Terms, then the terms of the Address Verification Additional Terms shall govern and control. The corresponding Data Set ID Numbers are available upon written request from Customer. Capture+ Data Set ID Numbers: GLOBAL ADDRESS (U) ID NUMBER 200947; GLOBAL USA ID NUMBER 101576; AUSTRALIA ID NUMBER 200446, AUSTRALIA DATA SERVICES; GERMANY, SWITZERLAND, SPAIN, NETHERLANDS, POLAND AND GERMANY BUILDING DATA; CANADA POST DATA ID NUMBER 200333 & 200392; ROYAL MAIL PAF ID NUMBER 100533-100535, 100540, 100542, 100537, 100557, 100562-100564, 100567& 200335, MULTIPLE RESIDENCE DATA ID NUMBER 100548 - 100550 & 100557, ROYAL; NEW ZEALAND VERIFY S28 ID NUMBER 200568, NEW ZEALAND POST DATA ID NUMBER 200949; FRANCE VERIFY S23 ID NUMBER 200395 & 200948; EIRCODE – ECAD & ECAF ID NUMBER 100123, 100124 & 100127; Global Address (AZ) ID NUMBER 200930</p> <p>10. The Mobile Application Supplement is incorporated herein (the “Mobile Application Supplement”) and sets forth additional terms and conditions applicable to Customer’s access to and use of the Mobile Application Software licensed herein. The terms of the Agreement are hereby amended by the Mobile Application Supplement as it relates to the Mobile Application Software, in the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Application Supplement,</p>					
	<p>the provisions of the Mobile Application Supplement shall govern and control. The Mobile Application Supplement can be found at: https://www.infor.com/mobile-application-supplement-on-saas.</p> <p>11. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. In Addition: (1) Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Customer in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This On-Premise Software is a “commercial component,” as this term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “computer software documentation,” as such terms are defined in 48 C.F.R. 252.227-7014(a)(I) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this On-Premise Software only with those rights set forth in the license agreement accompanying this On-Premise Software. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. (3) By signing this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.</p> <p>12. All License Restrictions and Additional Terms specified herein shall be passed on to End User as a limitation on the sub-license, and shall be in addition to any sub-license terms and conditions of the Agreement; the description and definition of each License Restriction Type shall be as specified above.</p> <p>13. Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).</p> <p>14. Additional Terms for GenAI Services: SKU ION-S-GENAI-T1 provides GenAI Services to Customer. Infor is in the process of replacing ION-S-GENAI-T1 with a new SKU that is a bundle of Cloud Services. When Infor discontinues the current SKU, Customer will receive the new SKU which entitles Customer to the following GenAI Services: GenAI Embedded Experience, GenAI Assistant, and GenAI Knowledge Hub, or as otherwise specified in the Documentation.</p> <p>1. Definitions. “Feedback” means suggestions, enhancement requests, recommendations, or other feedback about the GenAI Services. “Input” means Customer Data or other data input by Customer into the Cloud Services for use by the GenAI Services. “Output” means the data displayed by a GenAI Service prompted by Input. “Third Party Offerings” means products and services that are provided by third parties, interoperate with the Cloud Services, and are accessible or usable by Customer under such third parties’ own applicable license terms.</p> <p>2. GenAI Services. a. General. Customer’s access to and use of GenAI Services is conditioned on agreeing to the terms of these GenAI Services Additional Terms and any additional terms specified</p>					
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<p>in the Documentation.</p> <p>b. Ownership and Use of Output. Output is Customer Data, excluding Infor or third party Intellectual Property Rights or Confidential Information. Customer acknowledges that a GenAI Service may produce the same or similar Output for multiple customers. Infor does not claim any ownership rights in Input or Output, excluding Infor or third party Intellectual Property Rights or Confidential Information contained therein. Infor will not use Input or Output to create, train, or improve the GenAI Services, in each case unless Customer requests or consents to such use. Customer acknowledges that third party AI service providers’ terms, including those incorporated via Section 3 below, apply to Input and Output that is under control of the third party AI service providers.</p> <p>c. Feedback. Customer may provide Feedback to Infor, including Feedback on Output by clicking thumbs up or down, rating on a scale of 1-5, or choosing the best of multiple responses. If Customer provides Feedback, then Infor and its Affiliates may use that Feedback without restriction and without obligation to Customer. Infor may use Feedback and information about Customer’s use and interaction with the GenAI Services to improve the GenAI Services.</p> <p>d. Disclaimer. The GenAI Services are not designed for or intended to meet Customer’s regulatory, legal, or other obligations or Customer’s requirements. Customers should be aware that Output may not always be accurate, reliable, or suitable for specific purposes. Infor does not guarantee the completeness, correctness, or appropriateness of Output. Customers are encouraged to independently verify information and use the Output responsibly. The Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This On-Premise Software is a “commercial component,” as this term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “computer software documentation,” as such terms are defined in 48 C.F.R. 252.227-7014(a)(l) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this On-Premise Software only with those rights set forth in the license agreement accompanying this On-Premise Software. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. (3) By signing this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.</p> <p>12. All License Restrictions and Additional Terms specified herein shall be passed on to End User as a limitation on the sub-license, and shall be in addition to any sub-license terms and conditions of the Agreement; the description and definition of each License Restriction Type shall be as specified above.</p> <p>13. Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).</p> <p>14. Additional Terms for GenAI Services: SKU ION-S-GENAI-T1 provides GenAI Services to Customer. Infor is in the process of replacing ION-S-GENAI-T1 with a new SKU that is a bundle of Cloud Services. When Infor discontinues the</p>

<p>current SKU, Customer will receive the new SKU which entitles Customer to the following GenAI Services: GenAI Embedded Experience, GenAI Assistant, and GenAI Knowledge Hub, or as otherwise specified in the Documentation.</p> <p>1. Definitions.</p> <p>“Feedback” means suggestions, enhancement requests, recommendations, or other feedback about the GenAI Services.</p> <p>“Input” means Customer Data or other data input by Customer into the Cloud Services for use by the GenAI Services.</p> <p>“Output” means the data displayed by a GenAI Service prompted by Input.</p> <p>“Third Party Offerings” means products and services that are provided by third parties, interoperate with the Cloud Services, and are accessible or usable by Customer under such third parties’ own applicable license terms.</p> <p>2. GenAI Services.</p> <p>a. General. Customer’s access to and use of GenAI Services is conditioned on agreeing to the terms of these GenAI Services Additional Terms and any additional terms specified in the Documentation.</p> <p>b. Ownership and Use of Output. Output is Customer Data, excluding Infor or third party Intellectual Property Rights or Confidential Information. Customer acknowledges that a GenAI Service may produce the same or similar Output for multiple customers. Infor does not claim any ownership rights in Input or Output, excluding Infor or third party Intellectual Property Rights or Confidential Information contained therein. Infor will not use Input or Output to create, train, or improve the GenAI Services, in each case unless Customer requests or consents to such use. Customer acknowledges that third party AI service providers’ terms, including those incorporated via Section 3 below, apply to Input and Output that is under control of the third party AI service providers.</p> <p>c. Feedback. Customer may provide Feedback to Infor, including Feedback on Output by clicking thumbs up or down, rating on a scale of 1-5, or choosing the best of multiple responses. If Customer provides Feedback, then Infor and its Affiliates may use that Feedback without restriction and without obligation to Customer. Infor may use Feedback and information about Customer’s use and interaction with the GenAI Services to improve the GenAI Services.</p> <p>d. Disclaimer. The GenAI Services are not designed for or intended to meet Customer’s regulatory, legal, or other obligations or Customer’s requirements. Customers should be aware that Output may not always be accurate, reliable, or suitable for specific purposes. Infor does not guarantee the completeness, correctness, or appropriateness of Output. Customers are encouraged to independently verify information and use the Output responsibly. The Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This On-Premise Software is a “commercial component,” as this term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “computer software documentation,” as such terms are defined in 48 C.F.R. 252.227-7014(a)(l) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this On-Premise Software only with those rights set forth in the license agreement accompanying this On-Premise Software. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. (3) By signing this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.</p> <p>12. All License Restrictions and Additional Terms specified herein shall be passed on to End User as a limitation on the sub-license, and shall be in addition to any</p>
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	<p>sub-license terms and conditions of the Agreement; the description and definition of each License Restriction Type shall be as specified above.</p> <p>13. Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).</p> <p>14. Additional Terms for GenAI Services: SKU ION-S-GENAI-T1 provides GenAI Services to Customer. Infor is in the process of replacing ION-S-GENAI-T1 with a new SKU that is a bundle of Cloud Services. When Infor discontinues the current SKU, Customer will receive the new SKU which entitles Customer to the following GenAI Services: GenAI Embedded Experience, GenAI Assistant, and GenAI Knowledge Hub, or as otherwise specified in the Documentation.</p> <p>1. Definitions. “Feedback” means suggestions, enhancement requests, recommendations, or other feedback about the GenAI Services. “Input” means Customer Data or other data input by Customer into the Cloud Services for use by the GenAI Services. “Output” means the data displayed by a GenAI Service prompted by Input. “Third Party Offerings” means products and services that are provided by third parties, interoperate with the Cloud Services, and are accessible or usable by Customer under such third parties’ own applicable license terms.</p>
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NOTE	
	<p>Continued terms:</p> <p>2. GenAI Services.</p> <p>a. General. Customer’s access to and use of GenAI Services is conditioned on agreeing to the terms of these GenAI Services Additional Terms and any additional terms specified in the Documentation.</p> <p>b. Ownership and Use of Output. Output is Customer Data, excluding Infor or third party Intellectual Property Rights or Confidential Information. Customer acknowledges that a GenAI Service may produce the same or similar Output for multiple customers. Infor does not claim any ownership rights in Input or Output, excluding Infor or third party Intellectual Property Rights or Confidential Information contained therein. Infor will not use Input or Output to create, train, or improve the GenAI Services, in each case unless Customer requests or consents to such use. Customer acknowledges that third party AI service providers’ terms, including those incorporated via Section 3 below, apply to Input and Output that is under control of the third party AI service providers.</p> <p>c. Feedback. Customer may provide Feedback to Infor, including Feedback on Output by clicking thumbs up or down, rating on a scale of 1-5, or choosing the best of multiple responses. If Customer provides Feedback, then Infor and its Affiliates may use that Feedback without restriction and without obligation to Customer. Infor may use Feedback and information about Customer’s use and interaction with the GenAI Services to improve the GenAI Services.</p> <p>d. Disclaimer. The GenAI Services are not designed for or intended to meet Customer’s regulatory, legal, or other obligations or Customer’s requirements. Customers should be aware that Output may not always be accurate, reliable, or suitable for specific purposes. Infor does not guarantee the completeness, correctness, or appropriateness of Output. Customers are encouraged to independently verify information and use the Output responsibly. The GenAI Services might produce Output that is inaccurate, inadvertently create unsafe directives, or exhibit biases, which can be a consequence of the underlying data or the way in which the algorithm was initially trained.</p> <p>e. NO WARRANTIES. THE GENAI SERVICES AND OUTPUT ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND OR SORT, WHETHER SUCH WARRANTY WOULD BE EXPRESS, IMPLIED, OR STATUTORY. TO THE EXTENT PERMITTED UNDER APPLICABLE LOCAL LAWS, INFOR DISCLAIMS ALL WARRANTIES IN THE GENAI SERVICES AND OUTPUT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, COURSE OF DEALING, USAGE OF TRADE, AND NON-INFRINGEMENT. INFOR DOES NOT GIVE ANY WARRANTIES, GUARANTEES, OR COMMITMENTS ABOUT THE GENAI SERVICES, THE OUTPUT, OR THEIR QUALITY, RELIABILITY, AVAILABILITY, SECURITY, OR FUNCTION, AND WILL NOT BEAR ANY RESPONSIBILITY OR OBLIGATION, INCLUDING BUT NOT LIMITED TO UPDATES OR SUPPORT WITH REGARDS TO THE OUTPUT OR RESULTS DERIVED FROM THE USE OF THE GENAI SERVICES.</p> <p>f. No Indemnity. Infor will not have any obligation to defend, indemnify, or hold Customer harmless from any claim Customer has or made against Customer relating to use of the GenAI Services (including Input and Output).</p> <p>g. Data Location and Processing. To process Input and provide Output within the scope of GenAI Services, Infor engages third party generative AI service providers. See subprocessor list included in Section 5 below. Customer acknowledges and agrees that such third party AI service providers may process, host, and store Input and Output in a different location within the region (including the U.S.) of Customer’s selected hosting deployment region. Customer’s use of the GenAI Services shall constitute Customer’s authorization of and consent to (i) the use of the third party generative AI service providers as described in these Terms, and (ii) the cross-border data transfer of Customer Data included in any Input and/or Output to countries in which Infor and its third party generative AI service providers operate. Prior to Customer’s use of the GenAI Service, Customer is responsible for (i) determining whether the GenAI Service is appropriate for Customer’s needs, (ii) ensuring that such transfers are permissible under applicable law, and (iii) ensuring that all Customer Data which it supplies or discloses as Input or Output has been</p>

	<p>obtained and transferred lawfully (if any authorizations or consents of data subjects are required for such processing of Input or Output by Infor (or its third party generative AI services provider), Customer is responsible for obtaining any such consents directly from the data subjects).</p> <p>h. Security. The security and data protection conditions as stipulated in the Agreement will be applicable to Infor's handling of the portion of the GenAI Services that are under Infor's custody and control. The security and data protection terms of any third-party public cloud service provider applies to the portion of the GenAI Services that are under its control.</p> <p>i. Third Party Offerings. Third parties may offer products, services, or content through the GenAI Services. If Customer elects to access or use a Third Party Offering, Customer's access and use of the Third Party Offering is subject to these Additional Terms for GenAI Services and any additional terms applicable to the Third Party Offering.</p> <p>j. Restrictions. Customer will not, or will not attempt to: (a) reverse engineer, disassemble, or decompile the GenAI Services or apply any other process or procedure to derive the source code of any software or other underlying components (such as models, model parameters, or model weights) included in the GenAI Services, (b) resell or sublicense the GenAI Services; (c) access or use the GenAI Services (i) in a way intended to exceed usage limits or quotas, (ii) for engaging in regulated activity without complying with applicable regulations, or (iii) for making decisions without appropriate human oversight as part of a process that may have a consequential impact on any individual's legal position, financial position, life opportunities, employment opportunities, or human rights, or may result in physical or psychological harm to an individual; or (d) otherwise access or use the GenAI Services except as expressly permitted in these Additional Terms for GenAI Services.</p> <p>k. Additional Usage Restrictions. If Customer uses the GenAI Services to make consequential decisions, Customer must assess the potential risks associated with its use case and implement appropriate human oversight, testing, and other specific safeguards to mitigate these risks. Consequential decisions are those that affect an individual's fundamental rights, health, or safety. Examples include medical diagnosis, judicial proceedings, access to essential benefits such as housing or government assistance, opportunities like education, employment decisions (including hiring or termination), access to lending or credit, and the provision of legal, financial, or medical advice. Customer agrees to provide details about its intended uses of the GenAI Services and compliance with these Additional Terms for GenAI Services upon request.</p> <p>3. GenAI Services Terms. When Customer accesses or uses any GenAI Services, Customer must adhere to and agree to supplementary terms explicitly outlined for each provider:</p> <p>a. Amazon Bedrock Terms. Customers using GenAI Services that integrate with Amazon Bedrock must comply with Amazon's terms at the following links, as may be updated by Amazon from time to time: https://aws.amazon.com/agreement/ (with Customer being referred to therein as the End User), Amazon's Acceptable Use Policy, Responsible AI Policy, and any applicable terms or policies of third party licensors to Amazon Bedrock, including:</p> <p>b. For Anthropic, the Anthropic on Amazon Bedrock - Commercial Terms of Service and Anthropic's Acceptable Use Policy incorporated by reference into those terms.</p> <p>c. Google Cloud Platform Terms. Customers using GenAI Services that integrate with Google Cloud Platform must comply with Google's terms at the following links, as may be updated by Google from time to time: https://cloud.google.com, and Google's then-current Acceptable Use Policy incorporated by reference into those terms.</p> <p>d. Azure OpenAI Service Terms. Customers using Generative GenAI Services that integrate with Azure OpenAI Service must comply with Microsoft's terms at the following links, as may be updated by Microsoft from time to time: https://learn.microsoft.com/en-us/legal/cognitive-services/openai/code-of-conduct, https://microsoft.com/licensing/terms, https://www.microsoft.com/licensing/terms/product/ForOnlineServices/all, andhttps://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure, and any</p>
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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
	applicable terms or policies of third party licensors to the Azure OpenAI Service.					
	4. Additional Terms.					
	a. Restrictions on the Use of GenAI Services. Customers, including any third parties acting on their behalf, are prohibited from using the GenAI Services or any data derived therefrom to directly or indirectly develop, or contribute to the development of, products, services, or technologies that are similar to or in competition with those of Infor, Amazon, Microsoft, or their third party licensors to the GenAI Services.					
	b. Customer Responsibilities. Customers are responsible for obtaining all necessary rights to utilize the GenAI Services, including but not limited to rights related to the data they submit. Customer is solely responsible for the content of its Input and for complying with the acceptable use terms and restrictions provided by the third party AI service providers in Section 3 above. It is also the Customer's responsibility to provide any legally required notifications and to obtain any required consents from individuals or third parties prior to Customer's use of the GenAI Service.					
	c. Service Abuse Monitoring. Notwithstanding anything to the contrary in the Agreement, Infor and the third party AI service providers may access and use Input or Output to fulfill the purposes of service abuse monitoring, including, for the third party service providers:					
	d. AWS ("Amazon Bedrock abuse detection" page at https://docs.aws.amazon.com/bedrock/latest/userguide/abuse-detection.html); and					
	e. Microsoft Azure ("Azure OpenAI Service" section at https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure).					
	17. This order form must be signed and submitted simultaneously with OP-04430187 to ensure processing.					
1	1228-17302	S3F-S-LA-MT-EM-CXTP	S-TX-MVEND-DIR-SW2	4050	\$2.40	\$9,720.00
	Lease Accounting - FSM - SaaS MT Year 1					
2	1228-24735	WFM-S-MVS-MT-EM-CXTP	S-TX-MVEND-DIR-SW2	1200	\$49.49	\$59,388.00
	Workforce Management MVS Bundle - SaaS MT Year 1					
3	1228-24752	WFM-S-TA-MT-EM-CXTP	S-TX-MVEND-DIR-SW2	4050	\$52.90	\$214,245.00
	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT Year 1					
4	1228-2057	WFM-S-WBMOB1300	S-TX-MVEND-DIR-SW2	4050	\$7.30	\$29,565.00
	Workforce Mobility - Mobile Shift Scheduler - SaaS, Minimum of 500, Employee. Year 1					
5	1228-2180	EXM-S-ERBUNDLE	S-TX-MVEND-DIR-SW2	4000	\$3.07	\$12,280.00
	Expense Management ER ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Expense Reports Bundle Year 1					
6	1228-2185	EXM-S-TPBUNDLE	S-TX-MVEND-DIR-SW2	4000	\$3.00	\$12,000.00
	Expense Management TP ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Travel Plans Bundle Year 1					

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
7	1228-2182	EXM-S-IREP	S-TX-MVEND-DIR-SW 2	5	\$287.84	\$1,439.20
	Infor Reporting for Expense Management - SaaS, Minimum of 5, Named Users. Year 1					
8	1228-26179	EXM-S-OCR-CXT	S-TX-MVEND-DIR-SW 2	10000	\$0.09	\$900.00
	OCR for Expense Reports Year 1					
9	1228-26180	ION-S-INNOVATION-M T-CXTP	S-TX-MVEND-DIR-SW 2	1	\$159,574.47	\$159,574.47
	Infor OS - Velocity Suite - SaaS MT Year 1					
10	1228-25946	TAM-S-CSAGHRF-MT- FTE-CCFS	S-TX-MVEND-DIR-SW 2	638	\$38.75	\$24,722.50
	Infor Global Human Resources Foundation - SaaS MT,Full Time Equivalent,CareFor Success (Minimum Quantity 500) Year 1					
11	1228-25800	S3F-S-GRA-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$3.87	\$2,469.06
	Grant Accounting - FSM - SaaS MT,Employee,CareFor Success Year 1					
12	1228-25809	S3F-S-SRM-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$11.62	\$7,413.56
	Strategic Sourcing/Supplier Portal - FSM - SaaS MT,Employee,CareFor Success Year 1					
13	1228-25796	S3F-S-CSPSFSM-MT- EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$104.08	\$66,403.04
	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT,Employee,CareFor Success (Minimum Quantity 1000) Year 1					
14	1228-25958	TAM-S-GHRBEN-MT-E M-CCFS	S-TX-MVEND-DIR-SW 2	638	\$9.69	\$6,182.22
	Benefits - SaaS MT,Employee,CareFor Success Year 1					
15	1228-25960	TAM-S-GHRPAYROLL- MT-EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$32.29	\$20,601.02
	HR Payroll - SaaS MT,Employee,CareFor Success Year 1					
16	1228-23342	TAM-S-SYMMETRY-E M-CXT	S-TX-MVEND-DIR-SW 2	638	\$0.17	\$108.46
	Symmetry- Tax Forms - SaaS MT,Employee,Cloud Essential Support (Minimum Quantity 1000) Year 1					

17	1228-17302	S3F-S-LA-MT-EM-CXTP	S-TX-MVEND-DIR-SW2	4050	\$2.40	\$9,720.00
	Lease Accounting - FSM - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 1000) Year 2					
18	1228-24735	WFM-S-MVS-MT-EM-CXTP	S-TX-MVEND-DIR-SW2	1200	\$49.49	\$59,388.00
	Workforce Management MVS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 2					
19	1228-24752	WFM-S-TA-MT-EM-CXTP	S-TX-MVEND-DIR-SW2	4050	\$52.90	\$214,245.00
	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 2					
20	1228-2057	WFM-S-WBMOB1300	S-TX-MVEND-DIR-SW2	4050	\$7.30	\$29,565.00
	Workforce Mobility - Mobile Shift Scheduler - SaaS, Minimum of 500, Employee. Year 2					
21	1228-2180	EXM-S-ERBUNDLE	S-TX-MVEND-DIR-SW2	4000	\$3.07	\$12,280.00
	Expense Management ER ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Expense Reports Bundle Year 2					
22	1228-2185	EXM-S-TPBUNDLE	S-TX-MVEND-DIR-SW2	4000	\$3.00	\$12,000.00
	Expense Management TP ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Travel Plans Bundle Year 1					
23	1228-2182	EXM-S-IREP	S-TX-MVEND-DIR-SW2	5	\$287.84	\$1,439.20
	Infor Reporting for Expense Management - SaaS, Minimum of 5, Named Users. Year 2					
24	1228-26179	EXM-S-OCR-CXT	S-TX-MVEND-DIR-SW2	10000	\$0.09	\$900.00
	OCR for Expense Reports Year 2					
25	1228-26180	ION-S-INNOVATION-MT-CXTP	S-TX-MVEND-DIR-SW2	1	\$159,574.47	\$159,574.47
	Infor OS - Velocity Suite - SaaS MT Year 2					

26	1228-25946	TAM-S-CSAGHRF-MT-FTE-CCFS	S-TX-MVEND-DIR-SW2	638	\$38.75	\$24,722.50
	Infor Global Human Resources Foundation - SaaS MT,Full Time Equivalent,CareFor Success (Minimum Quantity 500) Year 2					
27	1228-25800	S3F-S-GRA-MT-EM-CFS	S-TX-MVEND-DIR-SW2	638	\$3.87	\$2,469.06
	Grant Accounting - FSM - SaaS MT,Employee,CareFor Success Year 2					
28	1228-25809	S3F-S-SRM-MT-EM-CFS	S-TX-MVEND-DIR-SW2	638	\$11.62	\$7,413.56
	Strategic Sourcing/Supplier Portal - FSM - SaaS MT,Employee,CareFor Success Year 2					
29	1228-25796	S3F-S-CSPSFSM-MT-EM-CCFS	S-TX-MVEND-DIR-SW2	638	\$104.08	\$66,403.04
	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT,Employee,CareFor Success (Minimum Quantity 1000) Year 2					
30	1228-25958	TAM-S-GHRBEN-MT-EM-CCFS	S-TX-MVEND-DIR-SW2	638	\$9.69	\$6,182.22
	Benefits - SaaS MT,Employee,CareFor Success Year 2					
31	1228-25960	TAM-S-GHRPAYROLL-MT-EM-CCFS	S-TX-MVEND-DIR-SW2	638	\$32.29	\$20,601.02
	HR Payroll - SaaS MT,Employee,CareFor Success Year 2					
32	1228-23342	TAM-S-SYMMETRY-EM-CXT	S-TX-MVEND-DIR-SW2	638	\$0.17	\$108.46
	Symmetry- Tax Forms - SaaS MT,Employee,Cloud Essential Support (Minimum Quantity 1000) Year 2					
33	1228-17302	S3F-S-LA-MT-EM-CXTP	S-TX-MVEND-DIR-SW2	4050	\$2.40	\$9,720.00
	Lease Accounting - FSM - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 1000) Year 3					
34	1228-24735	WFM-S-MVS-MT-EM-CXTP	S-TX-MVEND-DIR-SW2	1200	\$49.49	\$59,388.00
	Workforce Management MVS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 3					
35	1228-24752	WFM-S-TA-MT-EM-CXTP	S-TX-MVEND-DIR-SW2	4050	\$52.90	\$214,245.00
	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 3					
36	1228-2057	WFM-S-WBMOB1300	S-TX-MVEND-DIR-SW2	4050	\$7.30	\$29,565.00
	Workforce Mobility - Mobile Shift Scheduler - SaaS, Minimum of 500, Employee. Year 3					
37	1228-2180	EXM-S-ERBUNDLE	S-TX-MVEND-DIR-SW2	4000	\$3.07	\$12,280.00
	Expense Management ER ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Expense Reports Bundle Year 3					
38	1228-2185	EXM-S-TPBUNDLE	S-TX-MVEND-DIR-SW2	4000	\$3.00	\$12,000.00
	Expense Management TP ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Travel Plans Bundle Year 3					
39	1228-2182	EXM-S-IREP	S-TX-MVEND-DIR-SW2	5	\$287.84	\$1,439.20
	Infor Reporting for Expense Management - SaaS, Minimum of 5, Named Users. Year 3					
40	1228-26179	EXM-S-OCR-CXT	S-TX-MVEND-DIR-SW2	10000	\$0.09	\$900.00
	OCR for Expense Reports Year 3					
41	1228-26180	ION-S-INNOVATION-MT-CXTP	S-TX-MVEND-DIR-SW2	1	\$159,574.47	\$159,574.47
	Infor OS - Velocity Suite - SaaS MT Year 3					
42	1228-25946	TAM-S-CSAGHRF-MT-FTE-CCFS	S-TX-MVEND-DIR-SW2	638	\$38.75	\$24,722.50
	Infor Global Human Resources Foundation - SaaS MT,Full Time Equivalent,CareFor Success (Minimum Quantity 500) Year 3					
43	1228-25800	S3F-S-GRA-MT-EM-CFS	S-TX-MVEND-DIR-SW2	638	\$3.87	\$2,469.06
	Grant Accounting - FSM - SaaS MT,Employee,CareFor Success Year 3					
44	1228-25809	S3F-S-SRM-MT-EM-CFS	S-TX-MVEND-DIR-SW2	638	\$11.62	\$7,413.56

45	Strategic Sourcing/Supplier Portal - FSM - SaaS MT,Employee,CareFor Success Year 3					\$66,403.04
	1228-25796	S3F-S-CSPSFSM-MT-EM-CCFS	S-TX-MVEND-DIR-SW ₂	638	\$104.08	
46	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT,Employee,CareFor Success (Minimum Quantity 1000) Year 3					\$6,182.22
	1228-25958	TAM-S-GHRBEN-MT-EM-CCFS	S-TX-MVEND-DIR-SW ₂	638	\$9.69	
47	Benefits - SaaS MT,Employee,CareFor Success Year 3					\$20,601.02
	1228-25960	TAM-S-GHRPAYROLL-MT-EM-CCFS	S-TX-MVEND-DIR-SW ₂	638	\$32.29	
48	HR Payroll - SaaS MT,Employee,CareFor Success Year 3					\$108.46
	1228-23342	TAM-S-SYMMETRY-EM-CXT	S-TX-MVEND-DIR-SW ₂	638	\$0.17	
49	Symmetry- Tax Forms - SaaS MT,Employee,Cloud Essential Support (Minimum Quantity 1000) Year 3					\$9,720.00
	1228-17302	S3F-S-LA-MT-EM-CXTP	S-TX-MVEND-DIR-SW ₂	4050	\$2.40	
50	Lease Accounting - FSM - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 1000) Year 4					\$59,388.00
	1228-24735	WFM-S-MVS-MT-EM-CXTP	S-TX-MVEND-DIR-SW ₂	1200	\$49.49	
51	Workforce Management MVS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 4					\$214,245.00
	1228-24752	WFM-S-TA-MT-EM-CXTP	S-TX-MVEND-DIR-SW ₂	4050	\$52.90	
52	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 4					\$29,565.00
	1228-2057	WFM-S-WBMOB1300	S-TX-MVEND-DIR-SW ₂	4050	\$7.30	
53	Workforce Mobility - Mobile Shift Scheduler - SaaS, Minimum of 500, Employee. Year 4					\$12,280.00
	1228-2180	EXM-S-ERBUNDLE	S-TX-MVEND-DIR-SW ₂	4000	\$3.07	
54	Expense Management ER ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Expense Reports Bundle Year 4					\$12,000.00
	1228-2185	EXM-S-TPBUNDLE	S-TX-MVEND-DIR-SW ₂	4000	\$3.00	
55	Expense Management TP ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Travel Plans Bundle Year 4					\$1,439.20
	1228-2182	EXM-S-IREP	S-TX-MVEND-DIR-SW ₂	5	\$287.84	
56	Infor Reporting for Expense Management - SaaS, Minimum of 5, Named Users. Year 4					\$900.00
	1228-26179	EXM-S-OCR-CXT	S-TX-MVEND-DIR-SW ₂	10000	\$0.09	
57	OCR for Expense Reports Year 4					\$159,574.47
	1228-26180	ION-S-INNOVATION-MT-CXTP	S-TX-MVEND-DIR-SW ₂	1	\$159,574.47	
58	Infor OS - Velocity Suite - SaaS MT Year 4					\$24,722.50
	1228-25946	TAM-S-CSAGHRF-MT-FTE-CCFS	S-TX-MVEND-DIR-SW ₂	638	\$38.75	
59	Infor Global Human Resources Foundation - SaaS MT,Full Time Equivalent,CareFor Success (Minimum Quantity 500) Year 4					\$2,469.06
	1228-25800	S3F-S-GRA-MT-EM-CFS	S-TX-MVEND-DIR-SW ₂	638	\$3.87	
60	Grant Accounting - FSM - SaaS MT,Employee,CareFor Success Year 4					\$7,413.56
	1228-25809	S3F-S-SRM-MT-EM-CFS	S-TX-MVEND-DIR-SW ₂	638	\$11.62	
61	Strategic Sourcing/Supplier Portal - FSM - SaaS MT,Employee,CareFor Success Year 4					\$66,403.04
	1228-25796	S3F-S-CSPSFSM-MT-EM-CCFS	S-TX-MVEND-DIR-SW ₂	638	\$104.08	
62	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT,Employee,CareFor Success (Minimum Quantity 1000) Year 4					\$6,182.22
	1228-25958	TAM-S-GHRBEN-MT-EM-CCFS	S-TX-MVEND-DIR-SW ₂	638	\$9.69	
	Benefits - SaaS MT,Employee,CareFor Success Year 4					

63	1228-25960	TAM-S-GHRPAYROLL-MT-EM-CCFS	S-TX-MVEND-DIR-SW2	638	\$32.29	\$20,601.02
	HR Payroll - SaaS MT,Employee,CareFor Success Year 4					
64	1228-23342	TAM-S-SYMMETRY-E M-CXT	S-TX-MVEND-DIR-SW2	638	\$0.17	\$108.46
	Symmetry- Tax Forms - SaaS MT,Employee,Cloud Essential Support (Minimum Quantity 1000) Year 4					
65	1228-17302	S3F-S-LA-MT-EM-CXT P	S-TX-MVEND-DIR-SW2	4050	\$2.40	\$9,720.00
	Lease Accounting - FSM - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 1000) Year 5					
66	1228-24735	WFM-S-MVS-MT-EM-C XTP	S-TX-MVEND-DIR-SW2	1200	\$49.49	\$59,388.00
	Workforce Management MVS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 5					

67	1228-24752	WFM-S-TA-MT-EM-CX TP	S-TX-MVEND-DIR-SW 2	4050	\$52.90	\$214,245.00
	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 5					
68	1228-2057	WFM-S-WBMOB1300	S-TX-MVEND-DIR-SW 2	4050	\$7.30	\$29,565.00
	Workforce Mobility - Mobile Shift Scheduler - SaaS, Minimum of 500, Employee. Year 5					
69	1228-2180	EXM-S-ERBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.07	\$12,280.00
	Expense Management ER ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Expense Reports Bundle Year 5					
70	1228-2185	EXM-S-TPBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.00	\$12,000.00
	Expense Management TP ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Travel Plans Bundle Year 5					
71	1228-2182	EXM-S-IREP	S-TX-MVEND-DIR-SW 2	5	\$287.84	\$1,439.20
	Infor Reporting for Expense Management - SaaS, Minimum of 5, Named Users. Year 5					
72	1228-26179	EXM-S-OCR-CXT	S-TX-MVEND-DIR-SW 2	10000	\$0.09	\$900.00
	OCR for Expense Reports Year 5					
73	1228-26180	ION-S-INNOVATION-M T-CXTP	S-TX-MVEND-DIR-SW 2	1	\$159,574.47	\$159,574.47
	Infor OS - Velocity Suite - SaaS MT Year 5					
74	1228-25946	TAM-S-CSAGHRF-MT- FTE-CCFS	S-TX-MVEND-DIR-SW 2	638	\$38.75	\$24,722.50
	Infor Global Human Resources Foundation - SaaS MT,Full Time Equivalent,CareFor Success (Minimum Quantity 500) Year 5					
75	1228-25800	S3F-S-GRA-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$3.87	\$2,469.06
	Grant Accounting - FSM - SaaS MT,Employee,CareFor Success Year 5					
76	1228-25809	S3F-S-SRM-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$11.62	\$7,413.56
	Strategic Sourcing/Supplier Portal - FSM - SaaS MT,Employee,CareFor Success Year 5					

77	1228-25796	S3F-S-CSPSFSM-MT-EM-CCFS	S-TX-MVEND-DIR-SW2	638	\$104.08	\$66,403.04
	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT,Employee,CareFor Success (Minimum Quantity 1000) Year 5					
78	1228-25958	TAM-S-GHRBEN-MT-EM-CCFS	S-TX-MVEND-DIR-SW2	638	\$9.69	\$6,182.22
	Benefits - SaaS MT,Employee,CareFor Success Year 5					
79	1228-25960	TAM-S-GHRPAYROLL-MT-EM-CCFS	S-TX-MVEND-DIR-SW2	638	\$32.29	\$20,601.02
	HR Payroll - SaaS MT,Employee,CareFor Success Year 5					
80	1228-23342	TAM-S-SYMMETRY-EM-CXT	S-TX-MVEND-DIR-SW2	638	\$0.17	\$108.46
	Symmetry- Tax Forms - SaaS MT,Employee,Cloud Essential Support (Minimum Quantity 1000) Year 5					

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
	<div>NOTE</div> <div>** Lines 81 & 82 reflect On- Premise Software Licensed to End User - Production. Lines 83 - 85 relect Hardware**</div> <div>Additional Terms:</div> <div>*If specified in the User Restriction field:</div> <div>• DV= “Device”-Quantity represents the maximum number of individual workstation devices including but not limited to a shop floor computer, handheld scanner, mobile phone (i) on which the Software is installed and/or (ii) which access the Server software for the purpose of passing the collected data from the device to a server database, regardless of whether the device is connected to the Server at any instant in time.</div> <div>“XT” = Infor Essential (24X5)/ “XTP” = Infor Premium (24x7)/”XTE”= Infor Customer Success Plus program</div> <div>**Support Level: Descriptions of the XT and XTP Support plans can be found at: http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/. A description of the XTE Support program can be found at: https://www.infor.com/support/customer-success-plus/</div> <div>Hardware:</div> <div>*If specified in the User Restriction field:</div> <div>EA=“Each”-Price listed is for a quantity of one (1)</div> <div>Additional Terms</div> <div>1. Partner agrees that no shipment shall be required for On- Premise Software previously licensed to the End User. For any new On- Premise Software licensed herein, Delivery shall be FOB Shipping Point.</div> <div>2. All License Restrictions and Additional Terms specified herein shall be passed on to End User as a limitation on the sub-license, and shall be in addition to any sub-license terms and conditions of the Agreement; the description and definition of each License Restriction Type shall be as specified above.</div> <div>3. End User’s purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services End User may choose to purchase from Infor contemporaneously with this Order Form or in the future.</div> <div>4. The Annual Support Fee includes the annual fee for Basic Hardware Maintenance or Advanced Hardware Maintenance (as applicable) set forth in table I above.</div> <div>5. Customer shall comply with all laws, rules and regulations applicable to the collection, use and processing of biometric data, including without limitation, Customer providing any required notices and obtaining required consent from a data subject for the collection, use, disclosure and processing of biometric personal data, and</div>					

	<div>maintaining any necessary records of notice and consent. Further, Customer shall indemnify, defend and hold harmless Infor, its affiliates and any of their respective shareholders, directors, officers, employees and agents from and against any and all third party claims, damages, liabilities, losses, fines, penalties and costs (including, without limitation, reasonable attorney fees) of every nature arising in connection with Customer’s failure to comply with the foregoing or the use of Infor products or associated services provided hereunder. Infor shall notify Customer in writing of any such third party claims promptly after Infor first learns of such third party claims, and shall provide Licensee with such assistance and cooperation as Customer may reasonably request from time to time in connection with the defense thereof.</div> <div>6. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Customer in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).</div> <div>7. For U.S. Government entities, the following restricted rights clause applies: This Component System is a “commercial component,” as this term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “computer software documentation,” as such terms are defined in 48 C.F.R. 252.227-7014(a)(l) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement.</div> <div>8. Terms and Conditions for Hardware and Related Support Services. The following terms and conditions shall apply to the Hardware and related support services Infor provides to Customer pursuant to this Order Form:</div> <div>1. Incorporation By Reference. Sections of the License Agreement addressing confidential information, non-disclosure obligations, term and termination, notices, force majeure, assignment, no waiver, choice of law, severability, compliance with laws, if included, are incorporated by this reference into this Order Form and applicable to the Hardware and associated Hardware support services provided by Infor pursuant to this Order Form.</div> <div>2. Shipping and Handling and Taxes and Late Payments. “Hardware” shall mean the hardware identified in the Hardware section of this Order Form) purchased by Customer from Infor. Delivery of the Hardware will be made to</div>
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	<p>the location specified in this Order Form or as otherwise mutually agreed to by the parties hereto in writing, and Customer is responsible for all expenses in connection with the delivery of the Hardware. Customer is also responsible for maintaining insurance against risks of loss or damage, including extended coverage and theft, from the point of shipping. Customer is responsible for paying all hardware and associated support services fees set forth in this Order Form, as well as applicable taxes. Late payments are subject to a late charge equal to the lesser of 1.5% per month or the maximum amount allowable by law.</p> <p>3. Original Hardware Warranty.</p> <p>Infor warrants to Customer (and not any subsequent purchaser of the Hardware from Licensee) that the Hardware delivered under this Order Form and operated and stored in accordance with the manufacturer's published standards will be free from material defects in materials and workmanship for a period of one (1) year from the date of delivery. The foregoing warranty does not apply where either Infor or the manufacturer determines that: (a) the Hardware has been abused, misused, or improperly stored, installed or maintained by Customer; (b) the defect was caused by ordinary wear and tear; (c) the defect was the result of deliberate human acts, electric shocks or electrical failure or fluctuations, or acts of nature including, without limitation, water damage, fire, explosion, earthquakes, or tornadoes; (d) the defect was caused by products or accessories not supplied or authorized by Infor for use with the Hardware; or (e) unauthorized repairs or modifications to the Hardware made by Customer. Infor's sole obligation with respect to a breach of the foregoing warranties, in Infor's sole discretion, shall be to repair or replace the Hardware giving rise to the breach of warranty. Repair or replacement of the Hardware shall not extend the original warranty period. Infor reserves the right to substitute substantially equivalent products. Any removal and reinstallation costs and expenses incurred by Licensee will be Customer's sole responsibility. THE WARRANTY EXPRESSLY PROVIDED IN THIS SECTION OF THE ORDER FORM IS CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ANY ORAL REPRESENTATIONS AND ALL OTHER WARRANTIES AND DAMAGES, WHETHER EXPRESSED, IMPLIED OR STATUTORY. INFOR HAS NOT MADE AND INFOR DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT OF RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS).</p> <p>4. Basic Hardware Support Services.</p> <p>HELPDESK SUPPORT – In the event Customer elects only to purchase Basic Hardware Support Services, then subject to Licensee paying the applicable fee for Basic Hardware Support Services hereunder for particular Hardware, Infor will provide Licensee's designated personnel with access (via the Internet, telephone or other means established by Infor) to its product support helpline for Customer's inquiries related to the use and operation of the purchased Hardware. Helpdesk support includes Infor's use of commercially reasonable efforts, from its offices, to assist Customer in the use of the Hardware and to remotely repair, where possible,</p>
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	<p>reported material defects in the Hardware that prevent the Hardware from operating in conformity in all material aspects with its documentation.5. Advanced Hardware Replacement Service.</p> <p>In the event Customer elects only to purchase Advanced Hardware Replacement Service, then during the term that Customer subscribes for the Advanced Hardware Replacement Service, Infor will provide Customer with a replacement for any malfunctioning or defective hardware at no additional charge to Customer. The Advanced Hardware Replacement Service does not apply to consumables including wands, batteries, magnetic readers or keypads which may require replacement on an ongoing basis as a result of usage. Infor will ship such replacement hardware to Customer by next business day delivery where available. Upon receipt of the replacement hardware, Customer will ship the replaced hardware to Infor for repair. If Customer requests, Infor will provide Customer and Customer's personnel with training on the installation and replacement of hardware. Customer will be responsible for and provide Infor with correct shipping and billing information and shall be responsible for all courier costs for hardware damaged due to any excluded cause (as set out below). During the Hardware's original warranty period, Infor will be responsible for reasonable shipping charges for Hardware that is returned and that does not fall into any category of exclusions as set forth below. After the Hardware original warranty period, the costs of shipping the Hardware that fails for other than excluded causes will be borne by the party shipping said Hardware. All hardware furnished to Customer pursuant to this exchange service will be new or equivalent to new in performance. Any parts and complete terminals returned to Infor under the exchange service program become Infor's property.6. Support Qualifications.</p> <p>(a) The Hardware support services provided hereunder do not include: (i) electrical work external to the Hardware or maintenance of accessories, attachments or other devices not authorized or provided by Infor; (ii) service required due to failure caused by supply items that do not meet Infor's specifications; (iii) repair of damage or increase in service time resulting from deliberate human actions, accidents, transportation, neglect, misuse or abuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, water damage, acts of nature or God, telephone equipment or communication lines failure, improper storage, faulty installation or maintenance services performed by persons other than Infor; (iv) any service with respect to reader software or firmware not provided by Infor, or any repair of any damage to the Hardware caused by such reader software or firmware, including improper programming; (v) furnishing of batteries, supplies or accessories; (vi) making specification changes or performing services connected with relocation of the Hardware or adding or removing accessories, attachments or other devices; (vii) service to Hardware located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by Infor; or (viii) systems engineering services, programming, and operations procedures, of any sort.</p> <p>(b) Infor reserves the right to require Customer, at Customer's cost, to recondition the unit. Failure to authorize or perform such reconditioning may result in Infor's withdrawal of the unit from Hardware support services as defined herein.</p> <p>(c) Infor reserves the right, upon commercially reasonable notice to Customer, to terminate Hardware support services (including the Advanced Hardware Replacement Service) where the manufacturer of the applicable Hardware (i) fails to continue to do business in the ordinary course</p>
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or (ii) withdraws support for, or discontinues manufacture of, the Hardware. In the event that Infor terminates Hardware support services, Infor will refund to Licensee any pre-paid and unused Hardware Support Fees. (d) For annual Basic Hardware Support Services and/or Advanced Hardware Replacement Service of the Hardware specified herein, Customer will pay Infor the fee specified in this Order Form for such services, which will be subject to successive increases on an annual basis (starting with the first annual renewal period) not to exceed the “Annual Escalation Percentage Cap” specified in this Order Form. Payment of the applicable fee for any annual renewal period of Basic Hardware Support Services and/or Advanced Hardware Replacement Service is due prior to the commencement of such renewal period. All payments hereunder are non-refundable. (e) With respect to the Hardware specified herein, the term of the Basic Hardware Support Services and/or Advanced Hardware Replacement Service shall begin on the Order Form Date specified herein and end on the last day of the initial term for such service specified herein, and automatically renew for successive twelve-month renewal periods following such initial term, unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the next renewal period.						
7. LIMITATIONS OF LIABILITY						
(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES OR THIRD PARTY PROVIDERS IN CONNECTION WITH THE HARDWARE AND ASSOCIATED HARDWARE SUPPORT SERVICES OR ANY OTHER MATTER RELATING TO THE HARDWARE PORTION OF THIS ORDER FORM (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE TOTAL FEE THAT CUSTOMER ACTUALLY PAID TO INFOR FOR THE HARDWARE GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH CUSTOMER FIRST NOTIFIED INFOR IN WRITING OF THE CLAIM OR POSSIBILITY OF A CLAIM.						
(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.						
8. Entire Agreement						
The applicable terms of the Order Form and these Terms and Conditions for Hardware and Related Support Services, including without limitation, any provisions specifically incorporated herein, contain the entire understanding of the parties with respect to Hardware and related support services and supersedes and terminates all prior oral and written communications between the parties about such subject matter. Any purchase order or similar document that may be issued by Customer in connection with this Order Form does not modify the Agreement or this Order Form, including without limitation these Terms and Conditions for Hardware and Related Support Services. No modification of the Agreement, this Order Form or these Terms and Conditions for Hardware and Related Support Services will be effective unless it is in writing, is signed by each party, and expressly provides that it amends such documents.						
This Order Form, and any amendments hereto, 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 Order Form may be signed in counterparts.						
81	1228-26183	WFM-TC-9000-BASE	S-TX-MVEND-DIR-SW	95	\$516.91	\$49,106.45
	2					
Workforce Data Collection Time Clocks - 9000 Series Base Qty reflects each / Support: ZZZZ						
82	1228-26184	WFM-TC-9000-BIO-OS	S-TX-MVEND-DIR-SW	95	\$516.91	\$49,106.45
	2					
Workforce Data Collection Time Clocks - 9000 Series Biometric Optical Suprema Qty reflects each / Support: ZZZZ						
83	1228-26181	WFM-DCS-9000-SFTW	S-TX-MVEND-DIR-SW	95	\$265.96	\$25,266.20
	R2					
Workforce Data Collection Time Clocks - 9000 Series Software Qty reflects DV / Support: XTP						
84	1228-26182	WFM-DCTC-9000-AER	S-TX-MVEND-DIR-SW	95	\$239.48	\$22,750.60
	2					
Workforce Data Collection Time Clocks - 9000 Series AER Maintenance Qty reflects DV / Support: XTP						
85	1228-26185	SHIPHANDLE	S-TX-MVEND-DIR-SW	1	\$0.00	\$0.00
	2					
Shipping & Handling Qty reflects each / Support: ZZZZ						
NOTE						
Work Order Terms						
General Work Order Terms. The rates and prices stated in this Work Order are only applicable to the Infor services (the “Services”) expressly described in this Work Order. This Work Order and any Change Order (as defined in Project Change Control Process section), approved under this Work Order, define the obligations of Infor and Customer including their respective roles and responsibilities. Infor is under no obligation to provide any other services not identified within this Work Order or any Change Order. Project language will be in the English language only. Project documentation will be in the English language only. “Software” as used herein means, the Infor SaaS subscriptions and/or on-premises software (as the case may be) licensed under a Software Agreement. “Software Agreement” as used herein means the agreement under which the Software is provided to Customer (e.g., a Software-as-a-Service Agreement or an on-premises Software License Agreement). Nothing herein shall modify the Software Agreement.						
1.						
Project Roles and General Responsibilities.						
Both parties are responsible for:						
1. Providing up to date information and documents related to its obligations, requirements, and tasks.						
2. Timely performing its obligations and tasks in accordance with the Project schedule. “Task” means any Services work product or activity defined in the Scope of Services and/or the Exhibit(s) as applicable.						
3. Managing respective third-party vendors.						
Infor is responsible for:						
1. Performing the Services in accordance with the Work Order and Agreement.						
2. Developing the staffing plan, for which Infor has sole discretion to determine the appropriate staff members based on factors such as expertise, skill set, availability, and other relevant considerations. The staffing plan may include use of subcontractors, provided that Infor is responsible for subcontractor compliance with this Work Order and Agreement. Individuals providing Services may have job titles which differ from the Project role(s) which they are performing.						
3. Developing plan for tenant utilization during the Project.						
Customer is responsible for:						
1. Assigning Project resources empowered to complete their assigned tasks and perform their duties as defined in this Work Order in accordance with the Project schedule. These resources, which may include non-Customer personnel, will be authorized to define Customer processes, policies, and requirements.						
2. Purchasing its use rights to Software and active Support (if not included with the Software) for the duration of the						

[illegible]

upon.

Project Duration Scope
This Work Order assumes a Project start date for each Project wave to be mutually agreed upon by Infor and Customer. Any delay of the start date impacts the availability of Project resources, the final production Go-Live date, and requires further discussion to agree on the Project timeline. "Go-Live" means the first time Customer uses the Software to process data in Customer's live production environment.
Customer will act as first line support for post Go-Live with Infor support where required.

The estimated duration for each Project wave/rollout is as follows: Project Wave 1 - Begin Month 1 / End Month 11 - Post Go-Live support Duration/event 40 hours

Governance Scope
Infor implementation method provides methods, tools, and templates that enable the Project team to plan, track, and report on the Project tasks as defined in this Work Order. Customer agrees to use the Infor-provided task management tool and the Infor implementation method to plan and execute the Project. Customer will actively participate by completing assigned tasks and updating task status as it occurs to provide real time Project updates.

Task Responsibility Table:

Create Project management plan & schedule	- Both customer and Infor
Confirm Project team and executive leadership alignment	- Both customer and Infor
Onboard Project team and conduct kick-off	- Both customer and Infor
Set up Project governance organization and meetings	- Both customer and Infor
Manage, monitor, and control Project	- Both customer and Infor
Conduct project closure	- Only Infor

Business Process Scope
This Work Order assumes adoption of Infor standard business processes based on industry leading practices and prior implementations. Changes to the classification below will be addressed via the Project Change Control Process.

Business Process Scope Responsibilities:

Conduct business process walkthrough and workshops	- Only Infor
Perform end-to-end demo / conference room pilot (up to x rounds/days)	- Both customer and Infor
Define testing strategy	- Both customer and Infor
Configure initial setup	- Both

	<div>customer and Infor</div> <div>Deliver business blueprint - Only Infor</div> <div>Define & create Customer specific use/test cases - Only customer</div> <div>Execute System Integration Test cases (up to x rounds/days) - Only customer</div> <div>Execute User Acceptance Test cases (up to x rounds/days) - Only customer</div> <div>Define cutover strategy - Only customer</div> <div>Verify production readiness - Both customer and Infor</div> <div>System in production - Both customer and Infor</div> <div>Services to support handover (CareFor, IMS, etc.) - Only Infor</div> <div>Business Processes Classification*</div> <div>“Core” means Business Processes that will be implemented without changes and services are limited to testing and deployment. Customer will adjust its business process as needed to adopt Core.</div> <div>“Differentiator” means Business Processes that will be implemented with minor changes. Customer will adjust its business process as needed to adopt Differentiators.</div> <div>“Unique” means either those Business Processes that will be implemented with major changes or a new business process.</div> <div>*Please see Business Process Exhibit for additional scope information</div> <div>Reports, Interfaces and Extensions Scope</div> <div>Except as otherwise stated, Customer has primary responsibility for all reports, interfaces and extensions, other than for Infor-to-Infor product interfaces.</div> <div>Reports, Interfaces, Extensions Scope Responsibilities:</div> <div>Reports- Strategy overview - Only Infor</div> <div>Reports- Functional design - Only customer</div> <div>Reports- Technical design - Only customer</div> <div>Reports- Development - Only customer</div> <div>Reports- Testing and Documentation - Only customer</div> <div>Interfaces- Strategy overview - Only Infor</div> <div>Interfaces- Functional design - Only customer</div> <div>Interfaces- Technical design - Only customer</div> <div>Interfaces- Development - Only customer</div> <div>Interfaces- Testing and Documentation - Only customer</div> <div>Extensions- Strategy overview</div>
	<div>- Only Infor</div> <div>Extensions- Functional design - Only customer</div> <div>Extensions- Technical design - Only customer</div> <div>Extensions- Development - Only customer</div> <div>Extensions- Testing and Documentation - Only customer</div> <div>Data Migration Scope</div> <div>“Data Migration” means the efforts associated with the analysis, cleansing, mapping, loading, transforming, validation and reconciling of current our historical data from prior Infor systems into current Infor systems my manual or programmatic methods. Except as otherwise stated, Customer has primary responsibility for Data Migration</div> <div>Data Migration Responsibilities:</div> <div>Data Migration Preparation Workshop - Only Infor</div> <div>Data Cleansing and Mapping - Only customer</div> <div>Pre-Data Migration steps - Both customer and Infor</div> <div>Data Migration passes, 2 test passes,1 mock go-live pass,1 production pass - Only Infor</div> <div>Post Data Migration steps - Both customer and Infor</div> <div>Data validation and rationalization - Only customer</div> <div>Organizational Change Management (OCM) and End User Training (EUT) Scope</div> <div>User adoption of Infor’s industry standard practices will be best realized with an organizational change management and end user training program that is conducted in parallel with the Project.</div>

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
86	1228-26187	DLT-FFP-INFOR-001	S-TX-MVEND-DIR-SW	11	\$304,247.87	\$3,346,726.57
			2			
Fixed Service Fees						
Payment Schedule (date)						
August 31, 2025 - \$295005.13						
September 30, 2025 - \$295005.13						
October 31, 2025 - \$295005.13						
November 30, 2025 - \$295005.13						
December 31, 2025 - \$295005.13						
January 31, 2026 - \$295005.13						
February 28, 2026 - \$295005.13						
March 31, 2026 - \$295005.13						
April 30, 2026 - \$295005.13						
May 31, 2026 - \$295005.13						
June 30, 2026 - \$295005.13						
87	1228-26189	DLT-FFP-INFOR-003	S-TX-MVEND-DIR-SW	9	\$3,723.40	\$33,510.60
			2			
Private Education Event						
Quantity in Days - Rate per Day						
88	1228-26190	DLT-FFP-INFOR-004	S-TX-MVEND-DIR-SW	80	\$800.48	\$64,038.40
			2			
Public Education Event						
Quantity in Days - Rate per Day						
89	1228-26191	INFOR-TRAVEL	S-TX-MVEND-DIR-SW	1	\$165,000.00	\$165,000.00
			2			
Estimated Travel						

Total

\$6,890,562.92

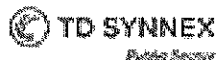
Contract #: DIR-CPO-5677 UEI - F1N2KDGBDTU8 Federal ID: 54-1599882 CAGE Code: 0S0H9
FOB: Destination
Contract Term: 01/28/2025-01/28-2027 Ship Via: Fedex Ground/UPS
Payment Terms: Net 30 days
THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT NUMBER DIR-CPO-5677. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.
CPARs requests should be sent to the attention of Steve Wells at cpars@dlt.com

8. Signature

IN WITNESS WHEREOF, the parties below have executed this SOW as of the SOW Effective Date.

DLT Solutions, LLC		[Customer]	
By:	<div></div>	By:	<div></div>
Name:	<div></div>	Name:	<div></div>
Title:	<div></div>	Title:	<div></div>
Date:	<div></div>	Date:	<div></div>

EXHIBIT B



Price Quotation

Quote: 5325901
Reference: 1959035
Date: 08/13/2025
Expires: 08/29/2025

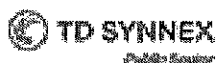
To:
FORT BEND COUNTY
1003 Golfview Drive
RICHMOND, TX 77469

From: Savanna Evans
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone:
Fax:
Email:

Phone: (703) 708-9130
Fax: (703) 708-9130
Email: savanna.evans@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
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Price Quotation

Quote: 5325901
Reference: 1959035
Date: 08/13/2025
Expires: 08/29/2025

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
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NOTE

****THIS IS AN ANNUAL SOFTWARE SUBSCRIPTION OF \$627,020.462 FOR A TOTAL OF \$3,135,102.31 OVER 5 YEARS**

Base Year 1 (SW/HW/Svcs): \$4,382,516.80

Year 2 Software: \$627,024.926

Year 3 Software: \$627,024.926

Year 4 Software: \$627,020.46

Year 5 Software: \$627,020.46

For the purpose of the definitions below, "Software" is used to refer to the Software and/or On Premise Software, as the context logically dictates, and may be used interchangeably.

* If specified in the User Restriction field:

"FTE"=Full Time Equivalent-Means the total number of individuals who are or have been employees of Customer (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Customer (whether engaged directly or through a third party as contract workers, consultants, freelancers or other capacity), and is calculated as follows: At any point in time, the total number of FTEs is calculated by adding (a) 100% of the total number of current employees and independent contractors working 30 or more hours per week, excluding Seasonal Workers; (b) 50% of the total number of current employees and independent contractors working fewer than 30 hours per week ("Part Time Workers"), excluding Seasonal Workers; (c) 25% of current volunteers and unpaid workers; and (d) 25% of Seasonal Workers who worked for Customer at some time in the previous 12 months. In addition, if the Software is used in connection with administering payroll and/or benefits, the total number of FTEs shall also include (e) 10% of former employees and independent contractors, whether previously engaged on a full-time, part-time, seasonal, volunteer or other basis, whose data is processed by the Components System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an "Anniversary"), Customer will provide detail regarding the total number of FTEs as of such Anniversary. If the actual number of FTEs as of an Anniversary is in excess of the specified authorized quantity of FTEs as of such Anniversary, Customer will purchase additional authorizations corresponding to such excess amount. For purposes herein, a Seasonal Worker is an individual who works on a seasonal basis not to exceed four months; any individuals who work on a seasonal basis in excess of four months shall be counted as Part Time Worker.

"TECH" = Tech Platform - Allows use of the Infor OS platform technology up to the usage limits for the corresponding service tier (Essentials, Professional, Enterprise) as set forth in the Infor OS Service Limits at <https://docs.infor.com/inforos/12.0.x/en-us/usagelimits/default.html> plus any additional subscription quantities duly authorized by Customer pursuant to an order form. Use in excess of any usage limit requires a subscription to the appropriate tier or a subscription for an additional quantity of permitted use where applicable. Any changes to the Infor OS Service Limits will not result in a material reduction of service.

"NU"= Named Users- Allows access to the Software up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Software at a given point in time; The Customer agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Customer uses generic user profiles as a means to access the Software, each separate log-on accessing the Software will be counted as a separate user.

"DO"= Documents- Means the maximum number of items that may be processed in or by the Software on an annual basis; and an item shall include, but not be limited to, each separate invoice, payment request, expense report, timesheet or image file, as applicable to the specified



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	<p>Software; and all items shall be counted against the maximum Quantity regardless of the status of each such item. "RCPTS"= Receipts- Quantity represents the maximum number of items that may be processed in or by the Software on an annual basis; and an item shall include, but not necessarily be limited to each receipt image file processed by, submitted to or transmitted in any way via, the Software that supports the processing of each item (collectively "processing" or "processed"); and all items processed shall be counted against the maximum Quantity regardless of the status of each such item or results of the processing.</p> <p>**Support Level for Software: "CXT" = Infor Essential (24x5); "CXT" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program; "CCFS" = Infor CareFor Success program; Descriptions of these plans can be found at http://www.infor.com/cloud/subscription/. NAX = Not Applicable IV. Additional Terms</p> <p>1. End User's purchase of the subscription specified herein is not contingent or dependent upon the provision of any consulting services End User may choose to purchase from Infor contemporaneously with this Order Form or in the future.</p> <p>2. Please visit https://www.infor.com/customer-center/MTcloud for benefits related to the Infor Multi-tenant Cloud Customer Bill of Rights (only applicable to Subscription Software hosted in a multi-tenant environment).</p> <p>3. The Service Level Agreement and the Information Security Plan set forth additional terms and conditions applicable to Customer's access to the Subscription Software and use of the Subscription Services. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Service Level Agreement or Information Security Plan, the provisions of the Service Level Agreement or Information Security Plan shall govern and control.</p> <p>The Service Level Agreement can be found at: Infor service level description Infor The Information Security Plan can be found at: https://www.infor.com/security-plan</p> <p>4. In consideration for the pricing and terms under this order form, Infor may make reference to Customer as a customer in press releases and written and verbal communications. Customer agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.</p> <p>5. Customer's access and use of the Service Analytics are conditioned upon Customer participating as a contributor of deidentified, anonymized, and/or aggregated data to the Service Analytics as follows. Customer grants to Infor a non-exclusive, perpetual, worldwide license, with the right of sublicense to Subprocessors (as defined in the Infor DPA) to process, use, reproduce, display, translate, adapt (including to make derivative works), and distribute Customer Data (or information derived from Customer Data) as part of a deidentified, anonymized, and/or aggregated dataset which may include anonymized usage data from the Software (collectively "Anonymized Aggregate Data") for the purposes of improving Infor software and subscriptions services, research and development, and providing publicly available analytical products and service offerings, (collectively, "Service Analytics"). The Anonymized Aggregate Data will not specifically identify Company or any individual. Anonymized Aggregate Data is not Customer Data and Infor retains all intellectual</p>					



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	property rights in the Service Analytics.					
	6. Any Google Maps/Google Earth features and content are Third Party Offerings (also may be referred to in the Agreement as Third Party Products) and are subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html ; and (2) Google Privacy Policy at https://www.google.com/policies/privacy/ .					
	7. For International Business Machines Corporation ("IBM") third party products provided hereunder, Customer agrees to the following: (i) Customer is not authorized to use the IBM products separately from the combination of IBM products and Infor Software that make a commercially available Infor branded solution, (ii) Customer will contact Infor (and not IBM), including without limitation for Support, for such IBM Products, and (iii) Customer's use of each IBM product is further subject to the applicable IBM License Information (LI) available at http://www.ibm.com/software/sla (which, for the avoidance of doubt, excludes any International Program License Agreement or similar agreement with IBM and pricing metrics that may be referenced therein).					
	8. Regarding the Infor Expense Management (XM) Software specified in this Order Form, Customer acknowledges that all inbound email receipts are processed through a mail server located in the United States.					
	9. The following terms apply to the Global Human Resources and/or Financials and Supply Chain Management Subscription Software (hereinafter the "GHR and/or FSM Solutions") licensed herein: Customer's access to and use of the Data Set ID Numbers as applicable to the address verification function available in the GHR and/or FSM Solutions are additionally subject to the: (i) additional terms available at: https://www.gbgrp.com/en/legal-and-regulatory/additional-terms/captureplus/ and https://www.gbgrp.com/en/legal-and-regulatory/additional-terms/verify/ ; and (ii) legal notices available at: https://www.gbgrp.com/en/legal-and-regulatory/products/loqate-capture/legal-notices-loqate-capture/ and https://www.gbgrp.com/en/legal-and-regulatory/products/loqate-verify/legal-notices-loqate-verify/ (collectively hereinafter the "Address Verification Additional Terms"), as may be updated from time to time. Accordingly, the terms of the Agreement are hereby deemed amended by the Address Verification Additional Terms as it relates to the address verification function and Customer's access to or use of any content relating thereto. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Address Verification Additional Terms, then the terms of the Address Verification Additional Terms shall govern and control. The corresponding Data Set ID Numbers are available upon written request from Customer. Capture+ Data Set ID Numbers: GLOBAL ADDRESS (U) ID NUMBER 200947; GLOBAL USA ID NUMBER 101576; AUSTRALIA ID NUMBER 200446, AUSTRALIA DATA SERVICES; GERMANY, SWITZERLAND, SPAIN, NETHERLANDS, POLAND AND GERMANY BUILDING DATA; CANADA POST DATA ID NUMBER 200333 & 200392; ROYAL MAIL PAF ID NUMBER 100533-100535, 100540, 100542, 100537, 100557, 100562-100564, 100567 & 200335, MULTIPLE RESIDENCE DATA ID NUMBER 100548 - 100550 & 100557, ROYAL; NEW ZEALAND VERIFY S28 ID NUMBER 200568, NEW ZEALAND POST DATA ID NUMBER 200949; FRANCE VERIFY S23 ID NUMBER 200395 & 200948; EIRCODE – ECAD & ECAF ID NUMBER 100123, 100124 & 100127; Global Address (AZ) ID NUMBER					



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	200930					
	<p>10. The Mobile Application Supplement is incorporated herein (the "Mobile Application Supplement") and sets forth additional terms and conditions applicable to Customer's access to and use of the Mobile Application Software licensed herein. The terms of the Agreement are hereby amended by the Mobile Application Supplement as it relates to the Mobile Application Software, in the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Application Supplement, the provisions of the Mobile Application Supplement shall govern and control. The Mobile Application Supplement can be found at: https://www.infor.com/mobile-application-supplement-on-saas.</p> <p>11. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. In Addition: (1) Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Customer in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This On-Premise Software is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this On-Premise Software only with those rights set forth in the license agreement accompanying this On-Premise Software. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.2702 and by a license agreement. (3) By signing this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.</p> <p>12. All License Restrictions and Additional Terms specified herein shall be passed on to End User as a limitation on the sub-license, and shall be in addition to any sub-license terms and conditions of the Agreement; the description and definition of each License Restriction Type shall be as specified above.</p> <p>13. Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).</p> <p>14. Additional Terms for GenAI Services: SKU ION-S-GENAI-T1 provides GenAI Services to Customer. Infor is in the process of replacing ION-S-GENAI-T1 with a new SKU that is a bundle of Cloud Services. When Infor discontinues the current SKU, Customer will receive the new SKU which entitles Customer to the following GenAI Services: GenAI Embedded Experience, GenAI Assistant, and GenAI Knowledge Hub, or as otherwise specified in the Documentation.</p> <p>1. Definitions. "Feedback" means suggestions, enhancement requests, recommendations, or other feedback about the GenAI Services. "Input" means Customer Data or other data input by Customer into the Cloud Services for use by the GenAI</p>					

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	<p>Services.</p> <p>"Output" means the data displayed by a GenAI Service prompted by Input.</p> <p>"Third Party Offerings" means products and services that are provided by third parties, interoperate with the Cloud Services, and are accessible or usable by Customer under such third parties' own applicable license terms.</p> <p>2. GenAI Services.</p> <p>a. General. Customer's access to and use of GenAI Services is conditioned on agreeing to the terms of these GenAI Services Additional Terms and any additional terms specified in the Documentation.</p> <p>b. Ownership and Use of Output. Output is Customer Data, excluding Infor or third party Intellectual Property Rights or Confidential Information. Customer acknowledges that a GenAI Service may produce the same or similar Output for multiple customers. Infor does not claim any ownership rights in Input or Output, excluding Infor or third party Intellectual Property Rights or Confidential Information contained therein. Infor will not use Input or Output to create, train, or improve the GenAI Services, in each case unless Customer requests or consents to such use. Customer acknowledges that third party AI service providers' terms, including those incorporated via Section 3 below, apply to Input and Output that is under control of the third party AI service providers.</p> <p>c. Feedback. Customer may provide Feedback to Infor, including Feedback on Output by clicking thumbs up or down, rating on a scale of 1-5, or choosing the best of multiple responses. If Customer provides Feedback, then Infor and its Affiliates may use that Feedback without restriction and without obligation to Customer. Infor may use Feedback and information about Customer's use and interaction with the GenAI Services to improve the GenAI Services.</p> <p>d. Disclaimer. The GenAI Services are not designed for or intended to meet Customer's regulatory, legal, or other obligations or Customer's requirements. Customers should be aware that Output may not always be accurate, reliable, or suitable for specific purposes. Infor does not guarantee the completeness, correctness, or appropriateness of Output. Customers are encouraged to independently verify information and use the Output responsibly. The Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This On-Premise Software is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this On-Premise Software only with those rights set forth in the license agreement accompanying this On-Premise Software. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. (3) By signing this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.</p> <p>12. All License Restrictions and Additional Terms specified herein shall be passed on to End User as a limitation on the sub-license, and shall be in addition to any sub-license terms and conditions of the Agreement; the description and definition of each License Restriction Type shall be as specified above.</p> <p>13. Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection</p>					



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with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

14. Additional Terms for GenAI Services:

SKU ION-S-GENAI-T1 provides GenAI Services to Customer. Infor is in the process of replacing ION-S-GENAI-T1 with a new SKU that is a bundle of Cloud Services. When Infor discontinues the current SKU, Customer will receive the new SKU which entitles Customer to the following GenAI Services: GenAI Embedded Experience, GenAI Assistant, and GenAI Knowledge Hub, or as otherwise specified in the Documentation.

1. Definitions.

"Feedback" means suggestions, enhancement requests, recommendations, or other feedback about the GenAI Services.

"Input" means Customer Data or other data input by Customer into the Cloud Services for use by the GenAI Services.

"Output" means the data displayed by a GenAI Service prompted by Input.

"Third Party Offerings" means products and services that are provided by third parties, interoperate with the Cloud Services, and are accessible or usable by Customer under such third parties' own applicable license terms.

2. GenAI Services.

a. General. Customer's access to and use of GenAI Services is conditioned on agreeing to the terms of these GenAI Services Additional Terms and any additional terms specified in the Documentation.

b. Ownership and Use of Output. Output is Customer Data, excluding Infor or third party Intellectual Property Rights or Confidential Information. Customer acknowledges that a GenAI Service may produce the same or similar Output for multiple customers. Infor does not claim any ownership rights in Input or Output, excluding Infor or third party Intellectual Property Rights or Confidential Information contained therein. Infor will not use Input or Output to create, train, or improve the GenAI Services, in each case unless Customer requests or consents to such use. Customer acknowledges that third party AI service providers' terms, including those incorporated via Section 3 below, apply to Input and Output that is under control of the third party AI service providers.

c. Feedback. Customer may provide Feedback to Infor, including Feedback on Output by clicking thumbs up or down, rating on a scale of 1-5, or choosing the best of multiple responses. If Customer provides Feedback, then Infor and its Affiliates may use that Feedback without restriction and without obligation to Customer. Infor may use Feedback and information about Customer's use and interaction with the GenAI Services to improve the GenAI Services.

d. Disclaimer. The GenAI Services are not designed for or intended to meet Customer's regulatory, legal, or other obligations or Customer's requirements. Customers should be aware that Output may not always be accurate, reliable, or suitable for specific purposes. Infor does not guarantee the completeness, correctness, or appropriateness of Output. Customers are encouraged to independently verify information and use the Output responsibly. The Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement). (2) For U.S. Government entities, the following restricted rights clause applies: This On-Premise Software is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this On-Premise Software only with those rights set forth in the license agreement



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	<p>accompanying this On-Premise Software. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement. (3) By signing this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.</p> <p>12. All License Restrictions and Additional Terms specified herein shall be passed on to End User as a limitation on the sub-license, and shall be in addition to any sub-license terms and conditions of the Agreement; the description and definition of each License Restriction Type shall be as specified above.</p> <p>13. Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).</p> <p>14. Additional Terms for GenAI Services: SKU ION-S-GENAI-T1 provides GenAI Services to Customer. Infor is in the process of replacing ION-S-GENAI-T1 with a new SKU that is a bundle of Cloud Services. When Infor discontinues the current SKU, Customer will receive the new SKU which entitles Customer to the following GenAI Services: GenAI Embedded Experience, GenAI Assistant, and GenAI Knowledge Hub, or as otherwise specified in the Documentation.</p> <p>1. Definitions. "Feedback" means suggestions, enhancement requests, recommendations, or other feedback about the GenAI Services. "Input" means Customer Data or other data input by Customer into the Cloud Services for use by the GenAI Services. "Output" means the data displayed by a GenAI Service prompted by Input. "Third Party Offerings" means products and services that are provided by third parties, interoperate with the Cloud Services, and are accessible or usable by Customer under such third parties' own applicable license terms.</p>					



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NOTE

Continued terms:

2. GenAI Services.

- General. Customer's access to and use of GenAI Services is conditioned on agreeing to the terms of these GenAI Services Additional Terms and any additional terms specified in the Documentation.
- Ownership and Use of Output. Output is Customer Data, excluding Infor or third party Intellectual Property Rights or Confidential Information. Customer acknowledges that a GenAI Service may produce the same or similar Output for multiple customers. Infor does not claim any ownership rights in Input or Output, excluding Infor or third party Intellectual Property Rights or Confidential Information contained therein. Infor will not use Input or Output to create, train, or improve the GenAI Services, in each case unless Customer requests or consents to such use. Customer acknowledges that third party AI service providers' terms, including those incorporated via Section 3 below, apply to Input and Output that is under control of the third party AI service providers.
- Feedback. Customer may provide Feedback to Infor, including Feedback on Output by clicking thumbs up or down, rating on a scale of 1-5, or choosing the best of multiple responses. If Customer provides Feedback, then Infor and its Affiliates may use that Feedback without restriction and without obligation to Customer. Infor may use Feedback and information about Customer's use and interaction with the GenAI Services to improve the GenAI Services.
- Disclaimer. The GenAI Services are not designed for or intended to meet Customer's regulatory, legal, or other obligations or Customer's requirements. Customers should be aware that Output may not always be accurate, reliable, or suitable for specific purposes. Infor does not guarantee the completeness, correctness, or appropriateness of Output. Customers are encouraged to independently verify information and use the Output responsibly. The GenAI Services might produce Output that is inaccurate, inadvertently create unsafe directives, or exhibit biases, which can be a consequence of the underlying data or the way in which the algorithm was initially trained.
- NO WARRANTIES. THE GENAI SERVICES AND OUTPUT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND OR SORT, WHETHER SUCH WARRANTY WOULD BE EXPRESS, IMPLIED, OR STATUTORY. TO THE EXTENT PERMITTED UNDER APPLICABLE LOCAL LAWS, INFOR DISCLAIMS ALL WARRANTIES IN THE GENAI SERVICES AND OUTPUT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, COURSE OF DEALING, USAGE OF TRADE, AND NON-INFRINGEMENT. INFOR DOES NOT GIVE ANY WARRANTIES, GUARANTEES, OR COMMITMENTS ABOUT THE GENAI SERVICES, THE OUTPUT, OR THEIR QUALITY, RELIABILITY, AVAILABILITY, SECURITY, OR FUNCTION, AND WILL NOT BEAR ANY RESPONSIBILITY OR OBLIGATION, INCLUDING BUT NOT LIMITED TO UPDATES OR SUPPORT WITH REGARDS TO THE OUTPUT OR RESULTS DERIVED FROM THE USE OF THE GENAI SERVICES.
- No Indemnity. Infor will not have any obligation to defend, indemnify, or hold Customer harmless from any claim Customer has or made against Customer relating to use of the GenAI Services (including Input and Output).
- Data Location and Processing. To process Input and provide Output within the scope of GenAI Services, Infor engages third party generative AI service providers. See subprocessor list included in Section 5 below. Customer acknowledges and agrees that such third party AI service providers may process, host, and store Input and Output in a different location within the region (including the U.S.) of Customer's selected hosting deployment region. Customer's use of the GenAI Services shall constitute Customer's authorization of and consent to (i) the use of the third party generative AI service providers as described in these Terms, and (ii) the cross-border data transfer of Customer Data included in any Input and/or Output to countries in which Infor and its third party generative AI service providers operate. Prior to Customer's use of the GenAI Service, Customer is responsible for (i) determining whether the GenAI Service is appropriate for Customer's needs, (ii) ensuring that such transfers are permissible under applicable law, and (iii) ensuring that all Customer Data which it supplies or discloses as Input or Output has been



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	<p>applicable terms or policies of third party licensors to the Azure OpenAI Service.</p> <p>4. Additional Terms.</p> <p>a. Restrictions on the Use of GenAI Services. Customers, including any third parties acting on their behalf, are prohibited from using the GenAI Services or any data derived therefrom to directly or indirectly develop, or contribute to the development of, products, services, or technologies that are similar to or in competition with those of Infor, Amazon, Microsoft, or their third party licensors to the GenAI Services.</p> <p>b. Customer Responsibilities. Customers are responsible for obtaining all necessary rights to utilize the GenAI Services, including but not limited to rights related to the data they submit. Customer is solely responsible for the content of its Input and for complying with the acceptable use terms and restrictions provided by the third party AI service providers in Section 3 above. It is also the Customer's responsibility to provide any legally required notifications and to obtain any required consents from individuals or third parties prior to Customer's use of the GenAI Service.</p> <p>c. Service Abuse Monitoring. Notwithstanding anything to the contrary in the Agreement, Infor and the third party AI service providers may access and use Input or Output to fulfill the purposes of service abuse monitoring, including, for the third party service providers:</p> <p>d. AWS ("Amazon Bedrock abuse detection" page at https://docs.aws.amazon.com/bedrock/latest/userguide/abuse-detection.html); and</p> <p>e. Microsoft Azure ("Azure OpenAI Service" section at https://www.microsoft.com/licensing/terms/productoffering/MicrosoftAzure).</p> <p>17. This order form must be signed and submitted simultaneously with OP-04430187 to ensure processing.</p>					
1	1228-17302	S3F-S-LA-MT-EM-CXT P	S-TX-MVEND-DIR-SW 2	4050	\$2.40	\$9,720.00
	Lease Accounting - FSM - SaaS MT Year 1					
2	1228-24735	WFM-S-MVS-MT-EM-C XTP	S-TX-MVEND-DIR-SW 2	1200	\$49.49	\$59,388.00
	Workforce Management MVS Bundle - SaaS MT Year 1					
3	1228-24752	WFM-S-TA-MT-EM-CX TP	S-TX-MVEND-DIR-SW 2	4050	\$52.90	\$214,245.00
	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT Year 1					
4	1228-2057	WFM-S-WBMOB1300	S-TX-MVEND-DIR-SW 2	4050	\$7.30	\$29,565.00
	Workforce Mobility - Mobile Shift Scheduler - SaaS, Minimum of 500, Employee. Year 1					
5	1228-2180	EXM-S-ERBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.07	\$12,280.00
	Expense Management ER ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Expense Reports Bundle Year 1					
6	1228-2185	EXM-S-TPBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.00	\$12,000.00
	Expense Management TP ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Travel Plans Bundle Year 1					



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7	1228-2182	EXM-S-IREP	S-TX-MVEND-DIR-SW 2	5	\$287.84	\$1,439.20
	Infor Reporting for Expense Management - SaaS, Minimum of 5, Named Users. Year 1					
8	1228-26179	EXM-S-OCR-CXT	S-TX-MVEND-DIR-SW 2	10000	\$0.09	\$900.00
	OCR for Expense Reports Year 1					
9	1228-26180	ION-S-INNOVATION-M T-CXTP	S-TX-MVEND-DIR-SW 2	1	\$159,574.47	\$159,574.47
	Infor OS - Velocity Suite - SaaS MT Year 1					
10	1228-25946	TAM-S-CSAGHRF-MT- FTE-CCFS	S-TX-MVEND-DIR-SW 2	638	\$38.75	\$24,722.50
	Infor Global Human Resources Foundation - SaaS MT, Full Time Equivalent, CareFor Success (Minimum Quantity 500) Year 1					
11	1228-25800	S3F-S-GRA-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$3.87	\$2,469.06
	Grant Accounting - FSM - SaaS MT, Employee, CareFor Success Year 1					
12	1228-25809	S3F-S-SRM-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$11.62	\$7,413.56
	Strategic Sourcing/Supplier Portal - FSM - SaaS MT, Employee, CareFor Success Year 1					
13	1228-25796	S3F-S-CSPSFSM-MT- EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$104.08	\$66,403.04
	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT, Employee, CareFor Success (Minimum Quantity 1000) Year 1					
14	1228-25958	TAM-S-GHRBEN-MT-E M-CCFS	S-TX-MVEND-DIR-SW 2	638	\$9.69	\$6,182.22
	Benefits - SaaS MT, Employee, CareFor Success Year 1					
15	1228-25960	TAM-S-GHRPAYROLL- MT-EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$32.29	\$20,601.02
	HR Payroll - SaaS MT, Employee, CareFor Success Year 1					
16	1228-23342	TAM-S-SYMMETRY-E M-CXT	S-TX-MVEND-DIR-SW 2	638	\$0.17	\$108.46
	Symmetry- Tax Forms - SaaS MT, Employee, Cloud Essential Support (Minimum Quantity 1000) Year 1					



Price Quotation

Quote: 5325901
Reference: 1959035
Date: 08/13/2025
Expires: 08/29/2025

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
17	1228-17302	S3F-S-LA-MT-EM-CXT P	S-TX-MVEND-DIR-SW 2	4050	\$2.40	\$9,720.00
	Lease Accounting - FSM - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 1000) Year 2					
18	1228-24735	WFM-S-MVS-MT-EM-C XTP	S-TX-MVEND-DIR-SW 2	1200	\$49.49	\$59,388.00
	Workforce Management MVS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 2					
19	1228-24752	WFM-S-TA-MT-EM-CX TP	S-TX-MVEND-DIR-SW 2	4050	\$52.90	\$214,245.00
	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 2					
20	1228-2057	WFM-S-WBMOB1300	S-TX-MVEND-DIR-SW 2	4050	\$7.30	\$29,565.00
	Workforce Mobility - Mobile Shift Scheduler - SaaS, Minimum of 500, Employee. Year 2					
21	1228-2180	EXM-S-ERBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.07	\$12,280.00
	Expense Management ER ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Expense Reports Bundle Year 2					
22	1228-2185	EXM-S-TPBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.00	\$12,000.00
	Expense Management TP ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Travel Plans Bundle Year 1					
23	1228-2182	EXM-S-IREP	S-TX-MVEND-DIR-SW 2	5	\$287.84	\$1,439.20
	Infor Reporting for Expense Management - SaaS, Minimum of 5, Named Users. Year 2					
24	1228-26179	EXM-S-OCR-CXT	S-TX-MVEND-DIR-SW 2	10000	\$0.09	\$900.00
	OCR for Expense Reports Year 2					
25	1228-26180	ION-S-INNOVATION-M T-CXTP	S-TX-MVEND-DIR-SW 2	1	\$159,574.47	\$159,574.47
	Infor OS - Velocity Suite - SaaS MT Year 2					
26	1228-25946	TAM-S-CSAGHRF-MT- FTE-CCFS	S-TX-MVEND-DIR-SW 2	638	\$38.75	\$24,722.50
	Infor Global Human Resources Foundation - SaaS MT,Full Time Equivalent,CareFor Success (Minimum Quantity 500) Year 2					



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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
27	1228-25800	S3F-S-GRA-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$3.87	\$2,469.06
	Grant Accounting - FSM - SaaS MT,Employee,CareFor Success Year 2					
28	1228-25809	S3F-S-SRM-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$11.62	\$7,413.56
	Strategic Sourcing/Supplier Portal - FSM - SaaS MT,Employee,CareFor Success Year 2					
29	1228-25796	S3F-S-CSPSFSM-MT- EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$104.08	\$66,403.04
	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT,Employee,CareFor Success (Minimum Quantity 1000) Year 2					
30	1228-25958	TAM-S-GHRBEN-MT-E M-CCFS	S-TX-MVEND-DIR-SW 2	638	\$9.69	\$6,182.22
	Benefits - SaaS MT,Employee,CareFor Success Year 2					
31	1228-25960	TAM-S-GHRPAYROLL- MT-EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$32.29	\$20,601.02
	HR Payroll - SaaS MT,Employee,CareFor Success Year 2					
32	1228-23342	TAM-S-SYMMETRY-E M-CXT	S-TX-MVEND-DIR-SW 2	638	\$0.17	\$108.46
	Symmetry- Tax Forms - SaaS MT,Employee,Cloud Essential Support (Minimum Quantity 1000) Year 2					
33	1228-17302	S3F-S-LA-MT-EM-CXT P	S-TX-MVEND-DIR-SW 2	4050	\$2.40	\$9,720.00
	Lease Accounting - FSM - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 1000) Year 3					
34	1228-24735	WFM-S-MVS-MT-EM-C XTP	S-TX-MVEND-DIR-SW 2	1200	\$49.49	\$59,388.00
	Workforce Management MVS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 3					
35	1228-24752	WFM-S-TA-MT-EM-CX TP	S-TX-MVEND-DIR-SW 2	4050	\$52.90	\$214,245.00
	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 3					
36	1228-2057	WFM-S-WBMOB1300	S-TX-MVEND-DIR-SW 2	4050	\$7.30	\$29,565.00
	Workforce Mobility - Mobile Shift Scheduler - SaaS, Minimum of 500, Employee. Year 3					



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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
37	1228-2180	EXM-S-ERBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.07	\$12,280.00
	Expense Management ER ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Expense Reports Bundle Year 3					
38	1228-2185	EXM-S-TPBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.00	\$12,000.00
	Expense Management TP ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Travel Plans Bundle Year 3					
39	1228-2182	EXM-S-IREP	S-TX-MVEND-DIR-SW 2	5	\$287.84	\$1,439.20
	Infor Reporting for Expense Management - SaaS, Minimum of 5, Named Users. Year 3					
40	1228-26179	EXM-S-OCR-CXT	S-TX-MVEND-DIR-SW 2	10000	\$0.09	\$900.00
	OCR for Expense Reports Year 3					
41	1228-26180	ION-S-INNOVATION-M T-CXTP	S-TX-MVEND-DIR-SW 2	1	\$159,574.47	\$159,574.47
	Infor OS - Velocity Suite - SaaS MT Year 3					
42	1228-25946	TAM-S-CSAGHRF-MT- FTE-CCFS	S-TX-MVEND-DIR-SW 2	638	\$38.75	\$24,722.50
	Infor Global Human Resources Foundation - SaaS MT, Full Time Equivalent, CareFor Success (Minimum Quantity 500) Year 3					
43	1228-25800	S3F-S-GRA-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$3.87	\$2,469.06
	Grant Accounting - FSM - SaaS MT, Employee, CareFor Success Year 3					
44	1228-25809	S3F-S-SRM-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$11.62	\$7,413.56
	Strategic Sourcing/Supplier Portal - FSM - SaaS MT, Employee, CareFor Success Year 3					
45	1228-25796	S3F-S-CSPSFSM-MT- EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$104.08	\$66,403.04
	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT, Employee, CareFor Success (Minimum Quantity 1000) Year 3					
46	1228-25958	TAM-S-GHRBEN-MT-E M-CCFS	S-TX-MVEND-DIR-SW 2	638	\$9.69	\$6,182.22
	Benefits - SaaS MT, Employee, CareFor Success Year 3					



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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
47	1228-25960	TAM-S-GHRPAYROLL-MT-EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$32.29	\$20,601.02
	HR Payroll - SaaS MT,Employee,CareFor Success Year 3					
48	1228-23342	TAM-S-SYMMETRY-E M-CXT	S-TX-MVEND-DIR-SW 2	638	\$0.17	\$108.46
	Symmetry- Tax Forms - SaaS MT,Employee,Cloud Essential Support (Minimum Quantity 1000) Year 3					
49	1228-17302	S3F-S-LA-MT-EM-CXT P	S-TX-MVEND-DIR-SW 2	4050	\$2.40	\$9,720.00
	Lease Accounting - FSM - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 1000) Year 4					
50	1228-24735	WFM-S-MVS-MT-EM-C XTP	S-TX-MVEND-DIR-SW 2	1200	\$49.49	\$59,388.00
	Workforce Management MVS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 4					
51	1228-24752	WFM-S-TA-MT-EM-CX TP	S-TX-MVEND-DIR-SW 2	4050	\$52.90	\$214,245.00
	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 4					
52	1228-2057	WFM-S-WBMOB1300	S-TX-MVEND-DIR-SW 2	4050	\$7.30	\$29,565.00
	Workforce Mobility - Mobile Shift Scheduler - SaaS, Minimum of 500, Employee. Year 4					
53	1228-2180	EXM-S-ERBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.07	\$12,280.00
	Expense Management ER ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Expense Reports Bundle Year 4					
54	1228-2185	EXM-S-TPBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.00	\$12,000.00
	Expense Management TP ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Travel Plans Bundle Year 4					
55	1228-2182	EXM-S-IREP	S-TX-MVEND-DIR-SW 2	5	\$287.84	\$1,439.20
	Infor Reporting for Expense Management - SaaS, Minimum of 5, Named Users. Year 4					
56	1228-26179	EXM-S-OCR-CXT	S-TX-MVEND-DIR-SW 2	10000	\$0.09	\$900.00
	OCR for Expense Reports Year 4					

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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
57	1228-26180	ION-S-INNOVATION-M T-CXTP	S-TX-MVEND-DIR-SW 2	1	\$159,574.47	\$159,574.47
	Infor OS - Velocity Suite - SaaS MT Year 4					
58	1228-25946	TAM-S-CSAGHRF-MT- FTE-CCFS	S-TX-MVEND-DIR-SW 2	638	\$38.75	\$24,722.50
	Infor Global Human Resources Foundation - SaaS MT, Full Time Equivalent, CareFor Success (Minimum Quantity 500) Year 4					
59	1228-25800	S3F-S-GRA-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$3.87	\$2,469.06
	Grant Accounting - FSM - SaaS MT, Employee, CareFor Success Year 4					
60	1228-25809	S3F-S-SRM-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$11.62	\$7,413.56
	Strategic Sourcing/Supplier Portal - FSM - SaaS MT, Employee, CareFor Success Year 4					
61	1228-25796	S3F-S-CSPSFSM-MT- EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$104.08	\$66,403.04
	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT, Employee, CareFor Success (Minimum Quantity 1000) Year 4					
62	1228-25958	TAM-S-GHRBEN-MT-E M-CCFS	S-TX-MVEND-DIR-SW 2	638	\$9.69	\$6,182.22
	Benefits - SaaS MT, Employee, CareFor Success Year 4					
63	1228-25960	TAM-S-GHRPAYROLL- MT-EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$32.29	\$20,601.02
	HR Payroll - SaaS MT, Employee, CareFor Success Year 4					
64	1228-23342	TAM-S-SYMMETRY-E M-CXT	S-TX-MVEND-DIR-SW 2	638	\$0.17	\$108.46
	Symmetry- Tax Forms - SaaS MT, Employee, Cloud Essential Support (Minimum Quantity 1000) Year 4					
65	1228-17302	S3F-S-LA-MT-EM-CXT P	S-TX-MVEND-DIR-SW 2	4050	\$2.40	\$9,720.00
	Lease Accounting - FSM - SaaS MT, Employee, Cloud Premium Support (Minimum Quantity 1000) Year 5					
66	1228-24735	WFM-S-MVS-MT-EM-C XTP	S-TX-MVEND-DIR-SW 2	1200	\$49.49	\$59,388.00
	Workforce Management MVS Bundle - SaaS MT, Employee, Cloud Premium Support (Minimum Quantity 500) Year 5					



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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
67	1228-24752	WFM-S-TA-MT-EM-CX TP	S-TX-MVEND-DIR-SW 2	4050	\$52.90	\$214,245.00
	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT,Employee,Cloud Premium Support (Minimum Quantity 500) Year 5					
68	1228-2057	WFM-S-WBMOB1300	S-TX-MVEND-DIR-SW 2	4050	\$7.30	\$29,565.00
	Workforce Mobility - Mobile Shift Scheduler - SaaS, Minimum of 500, Employee. Year 5					
69	1228-2180	EXM-S-ERBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.07	\$12,280.00
	Expense Management ER ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Expense Reports Bundle Year 5					
70	1228-2185	EXM-S-TPBUNDLE	S-TX-MVEND-DIR-SW 2	4000	\$3.00	\$12,000.00
	Expense Management TP ION Mingle Bundle, No Minimum, Named Users. Infor Expense Management Travel Plans Bundle Year 5					
71	1228-2182	EXM-S-IREP	S-TX-MVEND-DIR-SW 2	5	\$287.84	\$1,439.20
	Infor Reporting for Expense Management - SaaS, Minimum of 5, Named Users. Year 5					
72	1228-26179	EXM-S-OCR-CXT	S-TX-MVEND-DIR-SW 2	10000	\$0.09	\$900.00
	OCR for Expense Reports Year 5					
73	1228-26180	ION-S-INNOVATION-M T-CXTP	S-TX-MVEND-DIR-SW 2	1	\$159,574.47	\$159,574.47
	Infor OS - Velocity Suite - SaaS MT Year 5					
74	1228-25946	TAM-S-CSAGHRF-MT- FTE-CCFS	S-TX-MVEND-DIR-SW 2	638	\$38.75	\$24,722.50
	Infor Global Human Resources Foundation - SaaS MT,Full Time Equivalent,CareFor Success (Minimum Quantity 500) Year 5					
75	1228-25800	S3F-S-GRA-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$3.87	\$2,469.06
	Grant Accounting - FSM - SaaS MT,Employee,CareFor Success Year 5					
76	1228-25809	S3F-S-SRM-MT-EM-C CFS	S-TX-MVEND-DIR-SW 2	638	\$11.62	\$7,413.56
	Strategic Sourcing/Supplier Portal - FSM - SaaS MT,Employee,CareFor Success Year 5					

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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
77	1228-25796	S3F-S-CSPSFSM-MT-EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$104.08	\$66,403.04
	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT,Employee,CareFor Success (Minimum Quantity 1000) Year 5					
78	1228-25958	TAM-S-GHRBEN-MT-E M-CCFS	S-TX-MVEND-DIR-SW 2	638	\$9.69	\$6,182.22
	Benefits - SaaS MT,Employee,CareFor Success Year 5					
79	1228-25960	TAM-S-GHRPAYROLL-MT-EM-CCFS	S-TX-MVEND-DIR-SW 2	638	\$32.29	\$20,601.02
	HR Payroll - SaaS MT,Employee,CareFor Success Year 5					
80	1228-23342	TAM-S-SYMMETRY-E M-CXT	S-TX-MVEND-DIR-SW 2	638	\$0.17	\$108.46
	Symmetry- Tax Forms - SaaS MT,Employee,Cloud Essential Support (Minimum Quantity 1000) Year 5					



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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
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NOTE

** Lines 81 & 82 reflect On- Premise Software Licensed to End User - Production. Lines 83 - 85 reflect Hardware**

Additional Terms:

*If specified in the User Restriction field:

• DV= "Device"-Quantity represents the maximum number of individual workstation devices including but not limited to a shop floor computer, handheld scanner, mobile phone (i) on which the Software is installed and/or (ii) which access the Server software for the purpose of passing the collected data from the device to a server database, regardless of whether the device is connected to the Server at any instant in time.

"XT" = Infor Essential (24x5)/ "XTP" = Infor Premium (24x7)/"XTE"= Infor Customer Success Plus program

**Support Level: Descriptions of the XT and XTP Support plans can be found at:

<http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>.

A description of the XTE Support program can be found at: <https://www.infor.com/support/customer-success-plus/>

Hardware:

*If specified in the User Restriction field:

EA="Each"-Price listed is for a quantity of one (1)

Additional Terms

1. Partner agrees that no shipment shall be required for On- Premise Software previously licensed to the End User. For any new On- Premise Software licensed herein, Delivery shall be FOB Shipping Point.

2. All License Restrictions and Additional Terms specified herein shall be passed on to End User as a limitation on the sub-license, and shall be in addition to any sub-license terms and conditions of the Agreement; the description and definition of each License Restriction Type shall be as specified above.

3. End User's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services End User may choose to purchase from Infor contemporaneously with this Order Form or in the future.

4. The Annual Support Fee includes the annual fee for Basic Hardware Maintenance or Advanced Hardware Maintenance (as applicable) set forth in table I above.

5. Customer shall comply with all laws, rules and regulations applicable to the collection, use and processing of biometric data, including without limitation, Customer providing any required notices and obtaining required consent from a data subject for the collection, use, disclosure and processing of biometric personal data, and



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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
	<p>maintaining any necessary records of notice and consent. Further, Customer shall indemnify, defend and hold harmless Infor, its affiliates and any of their respective shareholders, directors, officers, employees and agents from and against any and all third party claims, damages, liabilities, losses, fines, penalties and costs (including, without limitation, reasonable attorney fees) of every nature arising in connection with Customer's failure to comply with the foregoing or the use of Infor products or associated services provided hereunder. Infor shall notify Customer in writing of any such third party claims promptly after Infor first learns of such third party claims, and shall provide Licensee with such assistance and cooperation as Customer may reasonably request from time to time in connection with the defense thereof.</p> <p>6. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Customer in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).</p> <p>7. For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.2702 and by a license agreement.</p> <p>8. Terms and Conditions for Hardware and Related Support Services. The following terms and conditions shall apply to the Hardware and related support services Infor provides to Customer pursuant to this Order Form:</p> <p>1. Incorporation By Reference. Sections of the License Agreement addressing confidential information, non-disclosure obligations, term and termination, notices, force majeure, assignment, no waiver, choice of law, severability, compliance with laws, if included, are incorporated by this reference into this Order Form and applicable to the Hardware and associated Hardware support services provided by Infor pursuant to this Order Form.</p> <p>2. Shipping and Handling and Taxes and Late Payments. "Hardware" shall mean the hardware identified in the Hardware section of this Order Form) purchased by Customer from Infor. Delivery of the Hardware will be made to</p>					

Price Quotation

Quote: 5325901
Reference: 1959035
Date: 08/13/2025
Expires: 08/29/2025

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
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the location specified in this Order Form or as otherwise mutually agreed to by the parties hereto in writing, and Customer is responsible for all expenses in connection with the delivery of the Hardware. Customer is also responsible for maintaining insurance against risks of loss or damage, including extended coverage and theft, from the point of shipping. Customer is responsible for paying all hardware and associated support services fees set forth in this Order Form, as well as applicable taxes. Late payments are subject to a late charge equal to the lesser of 1.5% per month or the maximum amount allowable by law.

3. Original Hardware Warranty.

Infor warrants to Customer (and not any subsequent purchaser of the Hardware from Licensee) that the Hardware delivered under this Order Form and operated and stored in accordance with the manufacturer's published standards will be free from material defects in materials and workmanship for a period of one (1) year from the date of delivery. The foregoing warranty does not apply where either Infor or the manufacturer determines that: (a) the Hardware has been abused, misused, or improperly stored, installed or maintained by Customer; (b) the defect was caused by ordinary wear and tear; (c) the defect was the result of deliberate human acts, electric shocks or electrical failure or fluctuations, or acts of nature including, without limitation, water damage, fire, explosion, earthquakes, or tornadoes; (d) the defect was caused by products or accessories not supplied or authorized by Infor for use with the Hardware; or (e) unauthorized repairs or modifications to the Hardware made by Customer. Infor's sole obligation with respect to a breach of the foregoing warranties, in Infor's sole discretion, shall be to repair or replace the Hardware giving rise to the breach of warranty. Repair or replacement of the Hardware shall not extend the original warranty period. Infor reserves the right to substitute substantially equivalent products. Any removal and reinstallation costs and expenses incurred by Licensee will be Customer's sole responsibility. THE WARRANTY EXPRESSLY PROVIDED IN THIS SECTION OF THE ORDER FORM IS CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ANY ORAL REPRESENTATIONS AND ALL OTHER WARRANTIES AND DAMAGES, WHETHER EXPRESSED, IMPLIED OR STATUTORY. INFOR HAS NOT MADE AND INFOR DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT OF RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS).

4. Basic Hardware Support Services.

HELPDESK SUPPORT – In the event Customer elects only to purchase Basic Hardware Support Services, then subject to Licensee paying the applicable fee for Basic Hardware Support Services hereunder for particular Hardware, Infor will provide Licensee's designated personnel with access (via the Internet, telephone or other means established by Infor) to its product support helpline for Customer's inquiries related to the use and operation of the purchased Hardware. Helpdesk support includes Infor's use of commercially reasonable efforts, from its offices, to assist Customer in the use of the Hardware and to remotely repair, where possible,



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Reference: 1959035
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Expires: 08/29/2025

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
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reported material defects in the Hardware that prevent the Hardware from operating in conformity in all material aspects with its documentation.5. Advanced Hardware Replacement Service.

In the event Customer elects only to purchase Advanced Hardware Replacement Service, then during the term that Customer subscribes for the Advanced Hardware Replacement Service, Infor will provide Customer with a replacement for any malfunctioning or defective hardware at no additional charge to Customer. The Advanced Hardware Replacement Service does not apply to consumables including wands, batteries, magnetic readers or keypads which may require replacement on an ongoing basis as a result of usage. Infor will ship such replacement hardware to Customer by next business day delivery where available. Upon receipt of the replacement hardware, Customer will ship the replaced hardware to Infor for repair. If Customer requests, Infor will provide Customer and Customer's personnel with training on the installation and replacement of hardware. Customer will be responsible for and provide Infor with correct shipping and billing information and shall be responsible for all courier costs for hardware damaged due to any excluded cause (as set out below). During the Hardware's original warranty period, Infor will be responsible for reasonable shipping charges for Hardware that is returned and that does not fall into any category of exclusions as set forth below. After the Hardware original warranty period, the costs of shipping the Hardware that fails for other than excluded causes will be borne by the party shipping said Hardware. All hardware furnished to Customer pursuant to this exchange service will be new or equivalent to new in performance. Any parts and complete terminals returned to Infor under the exchange service program become Infor's property.6. Support Qualifications.

(a) The Hardware support services provided hereunder do not include: (i) electrical work external to the Hardware or maintenance of accessories, attachments or other devices not authorized or provided by Infor; (ii) service required due to failure caused by supply items that do not meet Infor's specifications; (iii) repair of damage or increase in service time resulting from deliberate human actions, accidents, transportation, neglect, misuse or abuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, water damage, acts of nature or God, telephone equipment or communication lines failure, improper storage, faulty installation or maintenance services performed by persons other than Infor; (iv) any service with respect to reader software or firmware not provided by Infor, or any repair of any damage to the Hardware caused by such reader software or firmware, including improper programming; (v) furnishing of batteries, supplies or accessories; (vi) making specification changes or performing services connected with relocation of the Hardware or adding or removing accessories, attachments or other devices; (vii) service to Hardware located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by Infor; or (viii) systems engineering services, programming, and operations procedures, of any sort.

(b) Infor reserves the right to require Customer, at Customer's cost, to recondition the unit. Failure to authorize or perform such reconditioning may result in Infor's withdrawal of the unit from Hardware support services as defined herein.

(c) Infor reserves the right, upon commercially reasonable notice to Customer, to terminate Hardware support services (including the Advanced Hardware Replacement Service) where the manufacturer of the applicable Hardware (i) fails to continue to do business in the ordinary course



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<p>or (ii) withdraws support for, or discontinues manufacture of, the Hardware. In the event that Infor terminates Hardware support services, Infor will refund to Licensee any pre-paid and unused Hardware Support Fees. (d) For annual Basic Hardware Support Services and/or Advanced Hardware Replacement Service of the Hardware specified herein, Customer will pay Infor the fee specified in this Order Form for such services, which will be subject to successive increases on an annual basis (starting with the first annual renewal period) not to exceed the "Annual Escalation Percentage Cap" specified in this Order Form. Payment of the applicable fee for any annual renewal period of Basic Hardware Support Services and/or Advanced Hardware Replacement Service is due prior to the commencement of such renewal period. All payments hereunder are non-refundable. (e) With respect to the Hardware specified herein, the term of the Basic Hardware Support Services and/or Advanced Hardware Replacement Service shall begin on the Order Form Date specified herein and end on the last day of the initial term for such service specified herein, and automatically renew for successive twelve-month renewal periods following such initial term, unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the next renewal period.</p> <p>7. LIMITATIONS OF LIABILITY</p> <p>(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES OR THIRD PARTY PROVIDERS IN CONNECTION WITH THE HARDWARE AND ASSOCIATED HARDWARE SUPPORT SERVICES OR ANY OTHER MATTER RELATING TO THE HARDWARE PORTION OF THIS ORDER FORM (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE TOTAL FEE THAT CUSTOMER ACTUALLY PAID TO INFOR FOR THE HARDWARE GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH CUSTOMER FIRST NOTIFIED INFOR IN WRITING OF THE CLAIM OR POSSIBILITY OF A CLAIM.</p> <p>(b) EXCLUSION OF DAMAGES. IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</p> <p>8. Entire Agreement</p> <p>The applicable terms of the Order Form and these Terms and Conditions for Hardware and Related Support Services, including without limitation, any provisions specifically incorporated herein, contain the entire understanding of the parties with respect to Hardware and related support services and supersedes and terminates all prior oral and written communications between the parties about such subject matter. Any purchase order or similar document that may be issued by Customer in connection with this Order Form does not modify the Agreement or this Order Form, including without limitation these Terms and Conditions for Hardware and Related Support Services. No modification of the Agreement, this Order Form or these Terms and Conditions for Hardware and Related Support Services will be effective unless it is in writing, is signed by each party, and expressly provides that it amends such documents.</p> <p>This Order Form, and any amendments hereto, 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 Order Form may be signed in counterparts.</p>						
81	1228-26183	WFM-TC-9000-BASE	S-TX-MVEND-DIR-SW 2	95	\$516.91	\$49,106.45
Workforce Data Collection Time Clocks - 9000 Series Base Qty reflects each / Support: ZZZZ						
82	1228-26184	WFM-TC-9000-BIO-OS	S-TX-MVEND-DIR-SW 2	95	\$516.91	\$49,106.45
Workforce Data Collection Time Clocks - 9000 Series Biometric Optical Suprema Qty reflects each / Support: ZZZZ						
83	1228-26181	WFM-DCS-9000-SFTW R	S-TX-MVEND-DIR-SW 2	95	\$265.96	\$25,266.20
Workforce Data Collection Time Clocks - 9000 Series Software Qty reflects DV / Support: XTP						



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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
84	1228-26182	WFM-DCTC-9000-AER	S-TX-MVEND-DIR-SW 2	95	\$239.48	\$22,750.60
Workforce Data Collection Time Clocks - 9000 Series AER Maintenance Qty reflects DV / Support: XTP						
85	1228-26185	SHIPHANDLE	S-TX-MVEND-DIR-SW 2	1	\$0.00	\$0.00
Shipping & Handling Qty reflects each / Support: ZZZZ						

NOTE

Work Order Terms

General Work Order Terms. The rates and prices stated in this Work Order are only applicable to the Infor services (the "Services") expressly described in this Work Order. This Work Order and any Change Order (as defined in Project Change Control Process section), approved under this Work Order, define the obligations of Infor and Customer including their respective roles and responsibilities. Infor is under no obligation to provide any other services not identified within this Work Order or any Change Order. Project language will be in the English language only. Project documentation will be in the English language only. "Software" as used herein means, the Infor SaaS subscriptions and/or on-premises software (as the case may be) licensed under a Software Agreement. "Software Agreement" as used herein means the agreement under which the Software is provided to Customer (e.g., a Software-as-a-Service Agreement or an on-premises Software License Agreement). Nothing herein shall modify the Software Agreement.

1.

Project Roles and General Responsibilities.

Both parties are responsible for:

1. Providing up to date information and documents related to its obligations, requirements, and tasks.
2. Timely performing its obligations and tasks in accordance with the Project schedule. "Task" means any Services work product or activity defined in the Scope of Services and/or the Exhibit(s) as applicable.
3. Managing respective third-party vendors.

Infor is responsible for:

1. Performing the Services in accordance with the Work Order and Agreement.
2. Developing the staffing plan, for which Infor has sole discretion to determine the appropriate staff members based on factors such as expertise, skill set, availability, and other relevant considerations. The staffing plan may include use of subcontractors, provided that Infor is responsible for subcontractor compliance with this Work Order and Agreement. Individuals providing Services may have job titles which differ from the Project role(s) which they are performing.
3. Developing plan for tenant utilization during the Project.

Customer is responsible for:

1. Assigning Project resources empowered to complete their assigned tasks and perform their duties as defined in this Work Order in accordance with the Project schedule. These resources, which may include non-Customer personnel, will be authorized to define Customer processes, policies, and requirements.
2. Purchasing its use rights to Software and active Support (if not included with the Software) for the duration of the



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	<p>Project and logging incidents with Infor Support.</p> <p>3. Procuring, administering, and maintaining all third-party hardware, software, networks and systems not provided by Infor for the Project ("Third-Party Items") (e.g., printers, scanners, handheld devices, servers, etc.) that meet the published compatibility requirements for Infor Software. Customer further warrants that it has sufficient legal rights to use Third-Party Items used by the Project Team, and to permit Infor to use those third-party products to the extent necessary to provide Services.</p> <p>4. Reviewing and aligning Customer security roles and classifications with Infor provided security roles and classifications. Customer is responsible for reviewing and assessing whether security design is sufficient for Customer requirements, such as audit, regulatory, etc.</p> <p>5. Ensuring that the Scope of Services and exhibits accurately reflects then current information and project conditions for Customer.</p> <p>Project Change Control Process. Both parties must agree to any changes to this Work Order in accordance with the Project Change Control Process before any Services not set forth herein are performed. Without limitation, the parties shall use good faith efforts to negotiate a mutually agreeable "Change Order" to this Work Order at Infor's then-current list rates if the Services scope, Project timeline, estimated level of effort, resource commitments, Customer business requirements, and/or other obligations set forth in this Work Order change (or are likely to change) due to any mutually agreed change or because (i) any Customer-provided information is incomplete or inaccurate; (ii) a party fails to timely meet its obligations hereunder; or (iii) Project delays caused by a third party.</p> <p>Task Responsibility Tables. The Scope Section of this Work Order and exhibits utilize "Task Responsibility Tables" to allocate primary responsibility for certain Tasks. Infor's responsibility in any Task Responsibility Table assumes: (1) that Customer is timely performing any Task or activity assigned to it which Infor's Task depends and Infor is not solely responsible for such dependent Tasks and activities, and (2) Customer provides reasonable assistance, including without limitation being available for answers to questions, etc.</p> <p>Scope of Services</p> <p>Customer intends to migrate its current ST FSM and Payroll business applications and technology with the Infor., multi-tenant Infor CloudSuite Public Sector. Customer also will be adding new products of WFM and XM during the implementation.</p> <p>Geography Scope</p> <p>The following Customer locations are in scope: Texas, USA</p> <p>All Project activities will be conducted either remotely or at a Customer site as mutually agreed</p>					



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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
	<p>upon.</p> <p>Project Duration Scope This Work Order assumes a Project start date for each Project wave to be mutually agreed upon by Infor and Customer. Any delay of the start date impacts the availability of Project resources, the final production Go-Live date, and requires further discussion to agree on the Project timeline. "Go-Live" means the first time Customer uses the Software to process data in Customer's live production environment. Customer will act as first line support for post Go-Live with Infor support where required.</p> <p>The estimated duration for each Project wave/rollout is as follows: Project Wave 1 - Begind Month 1 / End Month 11 - Post Go-Live support Duration/event 40 hours</p> <p>Governance Scope Infor implementation method provides methods, tools, and templates that enable the Project team to plan, track, and report on the Project tasks as defined in this Work Order. Customer agrees to use the Infor-provided task management tool and the Infor implementation method to plan and execute the Project. Customer will actively participate by completing assigned tasks and updating task status as it occurs to provide real time Project updates.</p> <p>Task Responsibility Table: Create Project management plan & schedule - Both customer and Infor Confirm Project team and executive leadership alignment - Both customer and Infor Onboard Project team and conduct kick-off - Both customer and Infor Set up Project governance organization and meetings - Both customer and Infor Manage, monitor, and control Project - Both customer and Infor Conduct project closure - Only Infor</p> <p>Business Process Scope This Work Order assumes adoption of Infor standard business processes based on industry leading practices and prior implementations. Changes to the classification below will be addressed via the Project Change Control Process.</p> <p>Business Process Scope Responsibilities: Conduct business process walkthrough and workshops - Only Infor Perform end-to-end demo / conference room pilot (up to x rounds/days) - Both customer and Infor Define testing strategy - Both customer and Infor Configure initial setup - Both</p>					



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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
	<p>customer and Infor Deliver business blueprint - Only Infor Define & create Customer specific use/test cases - Only customer Execute System Integration Test cases (up to x rounds/days) - Only customer Execute User Acceptance Test cases (up to x rounds/days) - Only customer Define cutover strategy - Only customer Verify production readiness - Both customer and Infor System in production - Both customer and Infor Services to support handover (CareFor, IMS, etc.) - Only Infor</p> <p>Business Processes Classification*</p> <p>"Core" means Business Processes that will be implemented without changes and services are limited to testing and deployment. Customer will adjust its business process as needed to adopt Core. "Differentiator" means Business Processes that will be implemented with minor changes. Customer will adjust its business process as needed to adopt Differentiators. "Unique" means either those Business Processes that will be implemented with major changes or a new business process.</p> <p>*Please see Business Process Exhibit for additional scope information</p> <p>Reports, Interfaces and Extensions Scope Except as otherwise stated, Customer has primary responsibility for all reports, interfaces and extensions, other than for Infor-to-Infor product interfaces. Reports, Interfaces, Extensions Scope Responsibilities: Reports- Strategy overview - Only Infor Reports- Functional design - Only customer Reports- Technical design - Only customer Reports- Development - Only customer Reports- Testing and Documentation - Only customer Interfaces- Strategy overview - Only Infor Interfaces- Functional design - Only customer Interfaces- Technical design - Only customer Interfaces- Development - Only customer Interfaces- Testing and Documentation - Only customer Extensions- Strategy overview</p> <p>- Only Infor Extensions- Functional design - Only customer Extensions- Technical design - Only customer Extensions- Development - Only customer Extensions- Testing and Documentation - Only customer</p> <p>Data Migration Scope "Data Migration" means the efforts associated with the analysis, cleansing, mapping, loading, transforming, validation and reconciling of current our historical data from prior Infor systems into current Infor systems my manual or programmatic methods. Except as otherwise stated, Customer has primary responsibility for Data Migration Data Migration Responsibilities: Data Migration Preparation Workshop - Only Infor Data Cleansing and Mapping - Only customer Pre-Data Migration steps - Both customer and Infor Data Migration passes, 2 test passes, 1 mock go-live pass, 1 production pass - Only Infor Post Data Migration steps - Both customer and Infor Data validation and rationalization - Only customer</p> <p>Organizational Change Management (OCM) and End User Training (EUT) Scope User adoption of Infor's industry standard practices will be best realized with an organizational change management and end user training program that is conducted in parallel with the Project.</p>					



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#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
86	1228-26187	DLT-FFP-INFOR-001	S-TX-MVEND-DIR-SW 2	11	\$304,247.87	\$3,346,726.57
Fixed Service Fees Payment Schedule (date) August 31, 2025 - \$295005.13 September 30, 2025 - \$295005.13 October 31, 2025 - \$295005.13 November 30, 2025 - \$295005.13 December 31, 2025 - \$295005.13 January 31, 2026 - \$295005.13 February 28, 2026 - \$295005.13 March 31, 2026 - \$295005.13 April 30, 2026 - \$295005.13 May 31, 2026 - \$295005.13 June 30, 2026 - \$295005.13						
87	1228-26189	DLT-FFP-INFOR-003	S-TX-MVEND-DIR-SW 2	9	\$3,723.40	\$33,510.60
Private Education Event Quantity in Days - Rate per Day						
88	1228-26190	DLT-FFP-INFOR-004	S-TX-MVEND-DIR-SW 2	80	\$800.48	\$64,038.40
Public Education Event Quantity in Days - Rate per Day						
89	1228-26191	INFOR-TRAVEL	S-TX-MVEND-DIR-SW 2	1	\$165,000.00	\$165,000.00
Estimated Travel						

Total \$6,890,562.92

Contract #: DIR-CPO-5677
UEI - F1N2KDGBDTU8
Federal ID: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Contract Term: 01/28/2025-01/28-2027
Ship Via: Fedex Ground/UPS
Payment Terms: Net 30 days

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT NUMBER DIR-CPO-5677. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of Steve Wells at cpars@dlt.com



Price Quotation

Quote: 5325901
Reference: 1959035
Date: 08/13/2025
Expires: 08/29/2025

**PLEASE REMIT
PAYMENT TO:**

ACH: DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

Mail: DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.



Order Form

Agreement ID: ICMOF_288940

Opportunity ID: OP-04430187

Quote ID: SQB485997_1

Infor Entity ("Infor"):
Customer ("Customer" or "Licensee"):
SaaS Agreement Name:
SaaS Agreement Effective Date:

Infor (US), LLC
Fort Bend County
Subscription License and Services Agreement
23 October 2015

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

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

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

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

For: Infor (US), LLC

For: Fort Bend County

(Infor)

(Customer or Licensee)

Signature

Signature

Type or Printed Name

Type or Printed Name

Title

Title

Signature Date

Signature Date

**Order Form**

Agreement ID: ICMOF_288940
Opportunity ID: OP-04430187
Quote ID: SQB485997_1

Customer: Fort Bend County
GL ID: US0AB
Customer Account ID: 6237-L
Account Executive: Brendan Ori

I. Software

Exchange from ("Current Software")

Line	Location	Product	Use Restriction
1	PROD:Richmond	S3F-S-GMPMOB: Infor Grant Management Bundle - SaaS ST ±	3412 EM
2	PROD:Richmond	S3S-S-SRM: Supplier Relationship Mgmt (Strategic Sourcing, Contract Mgmt, Supplier order mgmt) Bundle SaaS ±	3412 EM
3	PROD:Richmond	S3F-S-CSCFPRONOS: Infor CloudSuite Corporate Lawson FinPro - SaaS ST ±	3412 EM
4	PROD:Richmond	HRM-S-APAYNOS: Infor HRM Payroll for Infor OS - SaaS ST ±	3412 EM

Exchange to ("New Software")

Line	Location	Product	Use Restriction	Support Level
1	PROD:Richmond	S3F-S-GRA-MT: Grant Accounting - FSM - SaaS MT ±	3412 FTE	CCFS
2	PROD:Richmond	S3F-S-SRM-MT: Strategic Sourcing/Supplier Portal - FSM - SaaS MT ±	3412 FTE	CCFS
3	PROD:Richmond	S3F-S-CSPSFMS-MT: Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT ±	3412 FTE	CCFS
4	PROD:Richmond	TAM-S-CSAGHRF-MT: Infor Global Human Resources Foundation - SaaS MT ±	3412 FTE	CCFS
5	PROD:Richmond	TAM-S-GHRBEN-MT: Benefits - SaaS MT ±	3412 FTE	CCFS
6	PROD:Richmond	TAM-S-GHRPAYROLL-MT: HR Payroll - SaaS MT ±	3412 FTE	CCFS
7	PROD:Richmond	TAM-S-SYMMETRY: Symmetry- Tax Forms - SaaS MT ±	3412 FTE	CXT

II. Fees and Payment Terms

Not Applicable.

Primary-Use Address	Invoice Address
Fort Bend County Accounts Payable 301 Jackson Street Richmond TX USA 77469	Fort Bend County Accounts Payable 301 Jackson Street Richmond TX USA 77469
Ed Sturdivant 281-341-3769 sturdob@co.fort-bend.tx.us	Ed Sturdivant 281-341-3769 sturdob@co.fort-bend.tx.us

III. Additional Terms

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

"CXT" = Infor Essential (24X5); "CXTTP" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program; "CCFS" = Infor CareFor Success program; Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>
3. Unless excluded by applicable law, Infor reserves the right to issue invoices electronically.
4. It is Customer's desire and intent to exchange its Current Software set forth herein for the New Software set forth herein. The committed period on the New Software will be the longer of (i) the Initial Subscription Term detailed in this Order form or (ii) the remaining previously agreed committed period on the Current Software. Annual Subscription Fees for the Current Software are hereby transferred to the New Software and will continue to be charged to the customer in addition to the Annual Subscription Fees detailed in the present Order Form for the entire committed period on the New Software detailed above and any Renewal Terms. On an exception basis Infor will allow the customer to continue accessing the Current Software in the same environment previously provided by Infor until the earlier of (i) Customer's use of the New Software in a production environment or (ii) 18 months from Order Form Date. Customer may not use the Current Software and the New Software in a production environment at the same time.
5. Option to Acquire Additional Licenses. Provided that Customer is not in breach of the Agreement, including its obligations to pay all fees when due and payable, and provided that such Software is then-currently made generally available for licensing to all Infor customers, then during the period commencing on the Order Form Date, and ending 12 months from Order Form Date, Customer shall have the option ("Option") of acquiring additional Software licenses for the Software specified in the Software table and in the same production environment as the Software granted access to herein, for an additional Subscription Fee in the amount specified. Customer may exercise its Option by entering into a mutually-executed Order Form, on or before the expiration of the Option, which sets forth the Software at issue. In the event such Software is owned by a third party, the parties agree that the Option set forth herein shall only be valid so long as Infor maintains its agreement with the third-party owner of such Software and such agreement allows for the discount set forth herein.

Product	Min Quantity	Price per User
S3F-S-GRA-MT: Grant Accounting - FSM - SaaS MT	1 FTE	\$192.37
S3F-S-SRM-MT: Strategic Sourcing/Supplier Portal - FSM - SaaS MT		
S3F-S-CSPSFSM-MT: Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT		
TAM-S-CSAGHRF-MT: Infor Global Human Resources Foundation - SaaS MT		
TAM-S-GHRBEN-MT: Benefits - SaaS MT		
TAM-S-GHRPAYROLL-MT: HR Payroll - SaaS MT		
TAM-S-SYMMETRY: Symmetry- Tax Forms - SaaS MT		

6. The subscription(s) set forth herein are in addition to any subscription(s) Customer may have purchased previously.
7. The following terms apply to the Global Human Resources and/or Financials and Supply Chain Management Subscription Software (hereinafter the "GHR and/or FSM Solutions") licensed herein:

Customer's access to and use of the Data Set ID Numbers set forth below as are applicable to the address verification function as is available in the GHR and/or FSM Solutions are additionally subject to the:

(i) additional terms available at:

<https://www.gbGPLC.com/en/legal-and-regulatory/additional-terms/captureplus/> and

<https://www.gbGPLC.com/en/legal-and-regulatory/additional-terms/verify/>; and

(ii) legal notices available at:

<https://www.gbGPLC.com/en/legal-and-regulatory/products/loqate-capture/legal-notices-loqate-capture/> and

(collectively hereinafter the "Address Verification Additional Terms"), as may be updated from time to time. Accordingly, the terms of the Agreement are hereby deemed amended by the Address Verification Additional Terms as it relates to the address verification function and Customer's access to or use of any content relating thereto. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Address Verification Additional Terms, then the terms of the Address Verification Additional Terms shall govern and control.

Capture+ Data Set ID Numbers:

GLOBAL ADDRESS (U) | ID NUMBER 200947; GLOBAL USA | ID NUMBER 101576; AUSTRALIA | ID NUMBER 200446, AUSTRALIA DATA SERVICES; GERMANY, SWITZERLAND, SPAIN, NETHERLANDS, POLAND AND GERMANY BUILDING DATA; CANADA POST DATA | ID NUMBER 200333 & 200392; ROYAL MAIL PAF | ID NUMBER 100533-100535, 100540, 100542, 100537, 100557, 100562-100564, 100567 & 200335, MULTIPLE RESIDENCE DATA | ID NUMBER 100548 - 100550 & 100557, ROYAL; NEW ZEALAND VERIFY S28 | ID NUMBER 200568, NEW ZEALAND POST DATA | ID NUMBER 200949; FRANCE VERIFY S23 | ID NUMBER 200395 & 200948; EIRCODE – ECAD & ECAF | ID NUMBER 100123, 100124 & 100127; Global Address (AZ) | ID NUMBER 200930

Verify Data Set ID Numbers:

GEOCODE AND ADDRESS DATA - ID NO: GV001; CANADA POST ADDRESS DATA - ID NO: CAV001; GERMAN ADDRESS DATA - ID NO: GEV001; DENMARK DATA - ID NO: DEGV001; FRANCE DATA - ID NO: FRGV001; UNITED KINGDOM ADDRESS DATA - ID NO: UNV001 AND UNITED KINGDOM MULTIPLE RESIDENCE ADDRESS DATA - ID NO: UNMRV001; JAPAN DATA - ID NO: JAGV001; NETHERLANDS DATA - ID NO: NEGV001; SINGAPORE ADDRESS DATA - ID NO: SIV001; AUSTRALIA POST ADDRESS DATA - ID NO: AUV001; BRAZIL ADDRESS DATA - ID NO: BRV001

8. Annual Subscription Fees for the Current Software are hereby transferred to the New Software. Customer acknowledges that it has committed to a Subscription Term for the Current Software and such commitment shall also transfer to the New Software. The parties agree that such commitment shall be extended through 11/12/2030 for an annual escalation cap of 6%.
9. Customer's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Customer may choose to purchase from Infor contemporaneously with this Order Form or in the future.
10. In consideration for the pricing and terms under this order form, Infor may refer to Customer as a customer in press releases and written and verbal communications. Customer agrees to act as a reference for Infor, including participating in reference calls and other reference activities as may be reasonably requested by Infor.
11. Please visit <https://www.infor.com/customer-center/MTcloud> for benefits related to the Infor Multi-tenant Cloud Customer Bill of Rights (only applicable to Software hosted in a multi-tenant environment).
12. The Service Level Agreement and the Information Security Plan set forth additional terms and conditions applicable to Customer's access to the Software and use of the Subscription Services. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Service Level Agreement or Information Security Plan, the provisions of the Service Level Agreement or Information Security Plan shall govern and control.

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

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