

157



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 3, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a **Sole Source** contract with Infor (US), LLC (VC#227989) (Infor), New York, NY in an amount up to and not to exceed \$31,662,920.92 for software as a service (SaaS) for the Infor Cloudsuite enterprise resource planning (ERP) system implementation and maintenance with the option to extend for up to ten additional years effective upon Governor and Executive Council approval through June 30, 2032. Funding Source: 53.7% General Fund, 45.6% Federal Funds and .7% Other.

Funds are available in the following accounts for Fiscal Year 2023 and contingent upon availability and continued appropriations in subsequent budgets through Fiscal Year 2032, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	01-14-14-142010-13700000 Enterprise App Management	01-014-014-142010-28070000 CloudSuite Implementation	Total
	038-500177 Software License	034-500099 Major Capital IT Systems	
FY23	\$1,000,000.00	\$14,428,151.92	\$15,428,151.92
FY24	\$1,000,000.00		\$1,000,000.00
FY25	\$1,775,000.00		\$1,775,000.00
FY26	\$1,810,500.00		\$1,810,500.00
FY27	\$1,846,710.00		\$1,846,710.00
FY28	\$1,883,644.00		\$1,883,644.00
FY29	\$1,921,317.00		\$1,921,317.00
FY30	\$1,959,743.00		\$1,959,743.00
FY31	\$1,998,938.00		\$1,998,938.00
FY32	\$2,038,917.00		\$2,038,917.00
Total	\$17,234,769.00	\$14,428,151.92	\$31,662,920.92

EXPLANATION

The purpose of this **Sole Source** request is to obtain authority to enter into a contract with Infor, the incumbent contractor (Contract #8000190), to upgrade the State's ERP system, NH FIRST, to the most recent version of Infor's Cloudsuite solution. NH FIRST was implemented with onsite servers in the beginning of 2006 to replace multiple systems that supported the administrative functions of budgeting, general ledger, procurement, accounts payable, accounts receivable, grants accounting, and treasury. Phase 2 of the ERP system development began in 2011 and included personnel administration, human resources and recruiting functions, employee benefits, employee time and leave, and payroll. Over the years, the DAS has worked with agencies to improve aspects of NH FIRST, including the incorporation of new functionality such as the Workforce Management platform that provides employee scheduling and timekeeping capability.

Inevitably, technology has advanced and the continued maintenance of NH FIRST in an on-premise server environment has proven to be too costly and cumbersome to continue upgrading. Accordingly, the DAS seeks approval of this contract with Infor to migrate the State's ERP system from an on-premise system to the Infor Cloudsuite, where system management will be hosted offsite. All upgrades will be managed by the vendor as Software-as-a Service (SaaS). The service integrator (SI), or implementer, under this contract is Infor Consulting Services, Infor's in-house consulting team that specializes in public sector implementations, allowing the state to avoid the cost of separately hiring a third-party SI. The DAS also intends to procure for and bring forward a separate contract with an Independent Verification and Validation (IV&V) vendor to oversee Infor Consulting Services for the CloudSuite transition.

Department leadership from the DAS and the Department of Information Technology (DoIT) worked over the course of approximately one-year to evaluate the best path forward to replace the State's aging on-premise ERP system taking into account the up and down sides of procuring for a new system and entering into a sole source contract with the current vendor. Among the factors that the DAS and the DoIT evaluated were limitations on available funding to develop a completely new ERP system as compared to a "lift and shift" of the ERP system from on-premise to the cloud; the projected cost to develop a new ERP system as experienced by other states including states with ERP systems that approximate the breadth of functionality found in NH FIRST; the added time and expense of procuring for a consultant to draft a Request for Proposal for an ERP development project and to provide recommendations on evaluation of submitted bids; and limited staffing resources at the DAS, DoIT and other agencies to support a full scale development project to build a new ERP with a new vendor while continuing to perform day-to-day responsibilities.

After weighing all these factors, the DAS and the DoIT determined that migrating the State's ERP to Infor's Cloudsuite would be less costly to the state, faster to implement, and present less risk than procuring for an entirely new ERP. Accordingly, the DAS and the DoIT concluded that it is in the best interest of the State of New Hampshire to request approval of a **Sole Source** contract with Infor. Approval of this contract will migrate NH FIRST to the cloud, upgrade the State's business processes and financial reporting, and support SaaS licensing for a ten-year period for approximately \$31.6 million (\$14.4 million for implementation and \$17.2 million for the SaaS 10-year subscription services) funded by the general fund and capital budget funds. In contrast, the State of Idaho recently procured for an ERP and spent \$100 million to

build a new system and to hire an SI, a level of funding that well exceeds the available funding for NH FIRST when combining general and capital budget funds.

Upon approval, Infor will provide a seamless migration from the State's aging on-premise platform, to a modern cloud-hosted environment ensuring the state continually receives the latest technological advances, such as agency wide reporting, integrated online learning management tools, and a cloud-based disaster recovery strategy that cannot be achieved while on-premise. NH FIRST is used daily by all State agencies. The continuous improvements made over the years of upgrading our on-premise Infor solution has put DAS in an excellent position to perform this upgrade to the Infor Cloudsuite product with minimal disruption to state agencies and processes. The human resource and financial transactions that agency personnel process today will receive enhancements through new configurations, automations, business process reviews and validations. Additional benefits associated with this contract include the ability to simultaneously maintain the active on-premise system, while strategically migrating elements to the new cloud-hosted environment. Once development is complete and tested for acceptance by stakeholders within State government, the current on-premise platform will be shut off.

IV&V oversight has proven very effective with other large NH information technology projects, such as the Department of Revenue Administration's implementation of the new revenue information management system (RIMS). The IV&V vendor on the RIMS project supplied consistent oversight of the project, providing health assessments, report cards and guidance to ensure the project stayed on track, the vendor executed its responsibilities as required by the contract, and the project stayed within budget.

This contract, upon approval, will drive the standardization of agency business practices promoting efficiencies, increasing compliance with State processes and procedures, and leveraging best practices, resulting in administrative savings from both a financial and State staff resource viewpoint.

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract with Infor.

Respectfully submitted,

Catherine G. Keane for

Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 3, 2023

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Infor (US) LLC. of New York, NY, as described below and referenced as DoIT No. 2022-103.

The Department of Administrative Services requests approval to enter into a contract with Infor (US) LLC. to facilitate the statewide Infor ERP CloudSuite migration. Comprehensive analysis was conducted in partnership with the Department of Information Technology regarding the cost benefit to replace the States ERP system as opposed to the continuation of a partnership with the state's current provided Infor (US) LLC. Migrating to a new ERP solution via RFP would be cost prohibitive.

The cost of the contract is not to exceed \$31,662,920.92 and it shall become effective upon Governor and Council approval through June 30, 2032.

A copy of this letter should accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/RA
DoIT #2022-103

cc: Ken Weeks, DoIT

FORM NUMBER P-37 (version 12/11/2019)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH, 03301	
1.3 Contractor Name Infor.(US), LLC		1.4 Contractor Address 641 Avenue of the Americas New York, NY 10011	
1.5 Contractor Phone Number 978-360-5854	1.6 Account Number Various	1.7 Completion Date June 30, 2032	1.8 Price Limitation \$31,662,920.92
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature <i>Michelle Grant</i> Date: 3/28/2023		1.12 Name and Title of Contractor Signatory Michelle Grant Senior Director	
1.13 State Agency Signature <i>Charles M. Arlinghaus</i> Date: 4/19/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorris A Rudis</i> Director, On: 4/21/2023			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Christen Lavers</i> On: 4/20/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the

performance hereof and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any

dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; 8.1.2 failure to submit any report required hereunder, and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination.

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor.

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the

date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be

attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and

understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials mg
Date 3/28/2023

TABLE OF CONTENTS

EXHIBIT A SPECIAL PROVISIONS.....7
EXHIBIT B SCOPE OF SERVICES.....11
2. INTRODUCTION.....11
3. CONTRACT DOCUMENTS.....11
4. TERM OF CONTRACT.....11
5. SCOPE OF WORK.....11
6. LIMITATION OF LIABILITY.....20
7. DISPUTE RESOLUTION.....21
8. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR.....21
**9. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS.....22**
10. INSURANCE.....22
11. CONFIDENTIALITY & CRIMINAL RECORD.....22
EXHIBIT C METHOD OF PAYMENT.....23
12. CONTRACT PRICE.....23
13. PRICING STRUCTURE.....23
14. TRAVEL EXPENSES.....34
15. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS.....35
16. INVOICE.....35
17. PAYMENT.....35
EXHIBIT D SAAS AGREEMENT.....36
EXHIBIT E SAAS ORDER FORM.....46
EXHIBIT F STATE OF NEW HAMPSHIRE MIGRATION SWO.....58
EXHIBIT G INFOR SERVICE LEVEL AGREEMENT.....103
EXHIBIT H TERMS AND DEFINITIONS.....110

EXHIBIT A SPECIAL PROVISIONS

- 1.1. Provision 4 is hereby deleted and replaced with the following:
 - 1.1.1. 4. APPROPRIATIONS OF FUNDS. Notwithstanding anything to the contrary in this Agreement, Work Order or Order form, the State's payment obligations are conditioned upon the availability of funds that are appropriated or allocated for payment for the Subscription Software. In the event that funds for the succeeding fiscal period cannot be obtained, then Licensee may terminate this Agreement at the end of any annual Subscription Term by giving notice to Infor at least thirty (30) days prior to the expiration of that Subscription Term.
- 1.2. Provision 8.2 is hereby deleted and replaced with the following:
 - 1.2.1. 8.2 In addition to other remedies specified in this Agreement, upon the occurrence of any Event of Default, the State may:
 - 1.2.2. Provision 8.2.2 is hereby deleted in its entirety.
 - 1.2.3. Provision 8.2.3 is hereby deleted in its entirety.
 - 1.2.4. Provision 8.2.4 is hereby deleted and replaced with the following:
 - 1.2.5. 8.2.4 Treat the Agreement as breached and pursue any remedies available at law or in equity its direct damages.
- 1.3. Provision 9 is hereby deleted and replaced with the following:
 - 1.3.1. 9. TERMINATION PROCEDURE
 - 1.3.2. 9.1 Upon termination of the Contract, the parties will follow the termination procedures as shown in Exhibit E.
 - 1.3.3. 9.2 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services as reasonably requested by the State and mutually agreed by Infor to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").
 - 1.3.4. 9.3 This covenant in paragraph 9 shall survive the termination of this Contract.
- 1.4. Provision 10, is updated with the following additions:
 - 1.4.1. 10.4 Contractor and the State shall follow the data protection and confidentiality provisions as shown in Exhibit E.
 - 1.4.2. Provision 10.1 is hereby deleted and replaced with the following:
 - 1.4.2.1. 10.1 As used in this Agreement , the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 1.5. Provision 12.1, ASSIGNMENT/DELEGATION/SUBCONTRACTS, is hereby deleted and replaced with the following:

1.5.1. 12.1 Notwithstanding the foregoing, nothing herein shall prohibit Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Contractor should change ownership, as permitted under this Section Contractor shall provide prior written notice, the State shall have the option to continue under the Contract with Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Contractor, its successors or assigns.

1.5.2. Provision 12.2 is hereby deleted in its entirety.

1.6. Provision 13 is hereby deleted and replaced with the following:

1.6.1. 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any third party, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

1.7. Provision 14, INSURANCE, is hereby deleted and replaced with the following:

1.7.1. 14. INSURANCE.

1.7.2. 14.1 The contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

1.7.3. 14.1.1 Commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate or excess.

1.7.4. 14.1.2 Special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount 80% of the whole replacement value of the property. Contractor may elect to self-insure this requirement.

1.7.5. 14.1.3 Professional liability for IT technology, including cyber risk with limits of not less than \$10,000,000 each claim for wrongful acts and \$10,000,000 aggregate. The policy shall cover professional misconduct defined in the scope of services of this contract. If the professional liability required by the contract is written on a claims-made basis, the contractor warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed. If the contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risk described in this section), then the contractor should provide proof of same. The insurance shall provide coverage for the following risks:

1.7.6. 14.3.1 Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information

such as name, address, social security numbers, etc., information) stored or transmitted in electronic form.

- 1.7.7. 14.3.2 Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of services; and,
- 1.7.8. 14.3.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's, computer system, network, or similar computer-related property and the data, software, and programs thereon by the insured.
- 1.7.9. 14.3.4 The policy shall provide a waiver of subrogation in favor of the State as permitted by law.
- 1.7.10. 14.3.5 The policies described in subparagraph 14.1 herein shall be issued by insurers licensed in the state of New Hampshire.
- 1.7.11. 14.3.6 Upon request by the state, the contractor shall furnish to the contracting officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this agreement. Upon request by the state, the contractor shall also furnish to the contracting officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.
- 1.7.12. 14.1.3.7 Professional liability for IT Technology, including cyber risk with limits of not less than \$10,000,000 each claim for wrongful acts and \$10,000,000 aggregate. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract. If the professional liability required by the Contract in written on a claims-made basis, the contractor warrants that any retroactive date under the policy shall proceed the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed. If the contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risk described in this section), then the contractor should provide proof of same. The insurance shall provide coverage for the following risks:
 - 1.7.13. 14.1.3.8 Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc., information) stored or transmitted in electronic form.
 - 1.7.14. 14.1.3.9 Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of services; and,
 - 1.7.15. 14.1.3.10 Liability arising from the introduction of a computer virus by the Contractor into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
 - 1.7.16. 14.1.3.11 The policy shall provide a waiver of subrogation in favor of the State as permitted by law.

1.8. The following Provisions are added and made part of the P37:

1.8.1. Provision 25 FORCE MAJEURE

1.8.1.1. 25.1 Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

1.8.1.2. 25.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

1.8.2. Provision 26 NON-EXCLUSIVE CONTRACT.

1.8.2.1. 26.1 The State reserves the right, at its discretion, to retain other vendors to provide any of the Professional Services or Deliverables identified under this Agreement. INFOR shall not be responsible for any delay, act, or omission of such other vendors, except that INFOR shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of INFOR.

1.8.3. 27. GOVERNMENT APPROVALS.

1.8.3.1. 27.1 The Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

EXHIBIT B SCOPE OF SERVICES

2. INTRODUCTION

- 2.1. Infor (US), LLC (hereinafter referred to as the "Contractor" or "Vendor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Software as a Service for Infor's CloudSuite as described herein.

3. CONTRACT DOCUMENTS

- 3.1. This Contract consists of the following documents ("Contract Documents"):
 - 3.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 3.1.2. EXHIBIT A Special Provisions
 - 3.1.3. EXHIBIT B Scope of Services Including Business Associate Agreement
 - 3.1.4. EXHIBIT C Method of Payment
 - 3.1.5. EXHIBIT D SaaS Service Agreement
 - 3.1.6. EXHIBIT E SaaS Order Form (including the Service Level Requirements)
 - 3.1.7. EXHIBIT F State of New Hampshire Migration Service Work Order (SWO)
 - 3.1.8. EXHIBIT G INFOR Service Level Agreement.
 - 3.1.9. EXHIBIT H Terms and Definitions
- 3.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services Including Business Associate Agreement," (3) EXHIBIT C "Method of Payment." (4) EXHIBIT D "SaaS Service Agreement", (5) EXHIBIT E "SaaS Order Form (including the Service Level Requirements)", (6) EXHIBIT F "State of New Hampshire Migration SWO" (7) EXHIBIT G "INFOR Service Level Agreement", and (8) EXHIBIT H Terms and Definitions.

4. TERM OF CONTRACT

- 4.1. The contract may be extended for up to ten (10) additional years if mutually agreed by the parties and subject to the approval of the Governor and Executive Council.

5. SCOPE OF WORK

- 5.1. The Contractor shall provide maintenance and support services for the Infor CloudSuite SaaS, as well as implementation and Professional Services associated with the Infor CloudSuite.
 - 5.2. System Maintenance
 - 5.2.1. The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date. Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

5.2.2. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost beyond the annual Subscription.

5.2.3. Support: Subject to the State paying the applicable fee for Support hereunder for the Infor CloudSuite, Contractor shall (a) provide the State with access (via the Internet, telephone or other means established by Contractor) to Contractor's support helpline, (b) provide, when and if generally available, updates, enhancements or modifications to the then-current, general release version of such Component System that are not separately priced or licensed as new products; and (c) use reasonable efforts to correct or circumvent Documented Defects (the foregoing referred to collectively as "Support").

5.3. System Support

5.3.1. The Contractor will be responsible for performing on-site or remote technical support in accordance with the Infor Support Operations Handbook.

5.4. Licenses

5.4.1. License requirements are defined under the following Exhibits:

5.4.1.1. EXHIBIT D SaaS Service Agreement

5.4.1.2. EXHIBIT E SaaS Order Form (including the Service Level Requirements)

5.5. Website

5.5.1. The Contractor shall provide the State's designated contacts access to a customer support website that will allow the State to download program updates, general maintenance releases, selected functionality releases, patches, and Documentation.

5.6. Professional Services

5.6.1. Professional Services: The Contractor shall provide Professional Services, including solution design and implementation, related to the INFOR software the State currently owns or may acquire. The State will utilize these services to achieve their business and strategic goals. The Contractor is the primary architect and developer of these products and is in a unique position to provide the State with the best guidance on how its products can be incorporated into an organizational architecture that aligns the States usage needs with the Contractor's products.

5.6.1.1. Fixed Price Engagements

5.6.1.1.1. Either party may terminate a Work Order if the other party is in material breach or default of any obligation that is not cured within 30 days' written notice of such breach. The State may terminate this Work Order at any time for convenience by providing Contractor with 30 days prior written notice, "Notice Period".

5.6.1.1.2. In case of termination for convenience, the State will pay Contractor for all fees and expenses incurred or due prior to the end of the Notice Period in accordance with the Billing Schedule, including a prorated amount for services corresponding to any billing milestones that have estimated dates that have begun but are not complete prior to the effective date of termination.

5.6.1.2. Time & Material Engagements

- 5.6.1.2.1. Either party may terminate a Work Order if the other party is in material breach or default of any obligation that is not cured within 30 days' written notice of such breach. The State may terminate this Work Order at any time for convenience by providing Contractor with 30 days prior written notice, "Notice Period".
- 5.6.1.2.2. In case of termination for convenience, the State will pay Contractor for all services provided up to the effective date of termination.
- 5.7. Engagements will vary in length; therefore, pricing may be fixed price or Time and Materials (T&M) based. All engagements require the State to properly draft Work Orders which will require Department of Administrative Services (DAS) Commissioner approval prior to release to the Contractor.
- 5.8. All Work Orders that are negotiated between the Parties shall be in writing and executed by both Parties and shall be attached hereto as supplemental Exhibits, and shall be incorporated into, and governed by, this Contract. A standard template to request a quote is listed as Appendix #2 Work Order Request Form.
- 5.9. The State will issue Work Order Request Form to the Contractor. Each Work Order will detail various requirements related to the services, planning and implementation of new projects.
- 5.10. The Contractor shall prepare a written proposal in accordance with the terms of the Work Order and transmit to the State. The proposal shall not constitute a binding order until a Purchase Order is approved and issued by the State.
- 5.11. Third Party Products: With respect to Third Party Products, Contractor's provision of Support will be limited to providing the State with the support that the Third-Party Licensor provides to Contractor for such Third-Party Products.
- 5.12. Restrictions: Contractor shall have no obligation to provide Support if the State fails to pay the applicable fees hereunder or is otherwise in breach of this Agreement. Contractor shall have no obligation to provide Support for any Component System on any hardware or systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, the State agrees to provide Contractor with access to such facilities and equipment as are reasonably necessary for Contractor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by the State, including, without limitation, installation, or implementation of the Component System or any updates, enhancements, or modifications thereto.
- 5.13. State-Owned Documents and Copyright Privileges
- 5.13.1. The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to these services. Upon expiration or termination of the Contract with the State, Contractor shall turn over all State-owned documents, material, reports, and work in progress to the State at no additional cost. Documents must be provided in both printed and electronic format.
- 5.14. Records Retention and Access Requirements
- 5.14.1. The Contractor shall agree to the conditions of all applicable state and federal laws and regulations, which are incorporated herein by reference, regarding retention and access

requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

- 5.14.2. The Contractor shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.
- 5.14.3. Upon prior notice and subject to reasonable time frames, the State may request copies, at the State's expense, of records and invoices under the Contract. Access to these items shall be provided to the State. Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

5.15. Additional Requirements

- 5.15.1. At all times the Contractor shall work with the State on resource planning of 3rd party interfacing in good faith. The Contractor shall deliver and manage a detailed, task-oriented project plan for maximizing the efficient integration for State approved 3rd party solutions. Increased participation thereafter in collaboration with the State and in partnership with the approved 3rd party Contractor, if applicable with flexibility to change directions/redirect resources if initial strategic expectations are not being met.
- 5.15.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 5:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- 5.15.3. The Contractor shall not commence Professional Services work until a conference is held with the State project team to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State.
- 5.15.4. The State shall require correction of any defective work and the repair of any damages to any part of a building, or its appurtenances caused by the Contractor or its employees, subcontractors, equipment, or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 5.15.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.15.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

5.15.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

5.15.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

5.15.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

5.15.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5.16. Business / Technical Requirements

5.16.1.1. Technical Requirements are identified in the following Exhibits:

5.16.1.1.1. EXHIBIT F State of New Hampshire Migration SWO

5.17. Compliance Requirements

5.17.1. Agency Compliance Documents are identified in Exhibit G:

5.17.1.1. The Business Associate Agreement (attached hereto as Appendix 1, is required to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates.

5.18. Activity, Deliverable, And Milestone

5.18.1. Prior to commencement of work on specified deliverables, specified criteria must be defined and agreed to between the State and Contractor.

5.18.2. Activity, Deliverable, and Milestone requirements are defined in the following:

5.18.2.1. EXHIBIT C Method of Payment

5.18.2.2. EXHIBIT E SaaS Order Form (including the Service Level Requirements)

5.18.2.3. EXHIBIT F State of New Hampshire Migration SWO

5.19. DELIVERABLE REVIEW AND ACCEPTANCE

5.19.1. The State will be responsible for data validations. Any deficiencies in the data loads, or data design including reloads of data will be the contractor's responsibility.

5.20. Change Order

5.20.1. "Project Change Control Process" means the below-described process to manage how changes that might arise during the Project will be managed. Changes may include, but are not limited to, changes in efforts/costs, schedule/timeline, scope, or Deliverables.

5.20.2. Both parties must agree to any changes to this Work Order pursuant to the Project Change Control Process before any services not set forth herein are performed.

5.20.3. If either party believes a change to this Work Order is necessary, such party shall issue to the other party a written change request (IPM-140) ("Change Request"). In the case of a State-initiated

Change Request, Contractor will within a mutually agreeable timeframe evaluate the feasibility of the Change Request following receipt and will determine the impact to the Project cost and timelines. If resources necessary for the contemplated changes are not included in the Service Fees specified in Service Fee section of this Work Order and are requested by State, the rate for such resources will be established at that time based on rates as referenced in Exhibit C.

- 5.20.4. The Contractor shall provide State a written statement (“Change Response”) describing in detail:
- 5.20.5. Any additional Services to be performed because of the Change Request.
- 5.20.6. The estimated fee associated with such additional Services.
- 5.20.7. Any other information relating to the Change Request that may reasonably be requested by State.
- 5.20.8. State shall make reasonable effort to respond within five business days to any Contractor-initiated Change Request. If State approves a Contractor-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a “Change Order.” Any Change Order shall be executed by an amendment to this Contract and may be subject to Governor and Executive Council approval.
- 5.20.9. The Contractor Project Manager and the State Project Manager shall administer any approved Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order. If State rejects a Contractor-initiated Change Request, or any Change Response, Contractor and State shall proceed to fulfill their obligations as originally agreed under this Work Order and any subsequent Change Order.

5.21. System Maintenance

- 5.21.1. The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost other than the annual Subscription or Support Fees.

5.22. System Support

- 5.22.1. The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

5.23. Contract Warranties and Representations

5.23.1. System

- 5.23.1.1. The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

5.23.2. Software

- 5.23.2.1. The warranty for any Software provided as part of this Agreement is described in Section 5 of Exhibit D.

5.23.2.2. Services

- 5.23.2.2.1. The Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with industry

standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

5.23.2.3. Data Location

- 5.23.2.3.1. The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage of Contract data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store Contract data on personal portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access Contract data remotely only to provide technical support and as specified or required by the contract. The State acknowledges that the Contractor will from time to time provide confidential translation services from outside of the Continental United States. Under no circumstances shall the provision of such translation services include access to systems containing plan data that is required to be housed and remain within the Continental United States.
- 5.23.2.3.2. In performing its obligations under this Agreement, each party may gain access to Confidential Information of the other party. Confidential Information includes all information owned or managed by either party - created, received from or on behalf of either party or accessed while performing contracted Services including any information provided by either party - or which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. Each party shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Each party shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.
- 5.23.2.3.3. In the event of the unauthorized release of Confidential Information, each party shall make all commercially reasonable efforts to promptly notify the other party, and the disclosing party may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.
- 5.23.2.3.4. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- 5.23.2.3.4.1. Shall have otherwise become publicly available other than because of disclosure by the receiving Party in breach hereof.
 - 5.23.2.3.4.2. Was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party.
 - 5.23.2.3.4.3. Is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
 - 5.23.2.3.4.4. Is disclosed with the written consent of the disclosing Party.

5.23.2.3.5. A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

5.23.2.4. Contractor Confidential Information

5.23.2.4.1. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91 -A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

5.23.2.4.2. This covenant shall survive the termination of this Contract.

5.23.2.5. Security Incident or Data Breach

5.23.2.5.1.1. The parties shall follow the procedures as stated in Exhibit E for a security incident.

5.24. Software Agreement

5.24.1. The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described in the following.

5.24.1.1. EXHIBIT D SaaS Service Agreement

5.24.1.2. EXHIBIT E SaaS Order Form (including the Service Level Requirements)

5.25. Training

5.25.1. Training services shall be defined in each project RFQ/SOW. General training expectations are provided under the INFOR Campus Plus Membership-All Campus plus content in EXHIBIT F SaaS Order Form

5.26. Terms and Definitions

5.26.1. Terms and Definitions applicable to this Contract are identified in Exhibit J: Terms and Definitions.

5.27. Intellectual Property

5.27.1. Software Title

5.27.1.1. Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with Contractor.

5.28. State's Data and Property

5.28.1. All rights, title and interest in State Data shall remain with the State. All Data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

5.29. Contractor's Materials

5.29.1. The Contractor shall not distribute any products containing or disclose any State Confidential Information. Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used during its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Contractor employees or subcontractors.

5.29.2. Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which may include but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

5.30. State Website Copyright

5.30.1. WWW Copyright and Intellectual Property Rights

5.30.2. All right, title, and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

5.31. Survival

5.31.1. This Contract Agreement Section 5.23 intellectual Property shall survive the termination of the Contract.

5.32. Required Work Procedures

5.32.1. Access to State Systems

5.32.1.1. In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:

5.32.1.1.1. Computer Use

5.32.1.1.1.1. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

5.32.1.1.1.2. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to,

personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

5.32.1.1.1.3. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

5.32.1.1.1.4. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that always Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

5.32.1.1.1.5. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

5.32.1.1.1.6. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

5.32.1.2. Email Use

5.32.1.2.1. Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

5.32.1.3. Internet/Intranet Use

5.32.1.3.1. The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (Statewide Computer Use Policy is available upon request).

5.32.1.4. Workspace Requirement

5.32.1.4.1. The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

5.32.1.5. Workplace Hours

5.32.1.5.1. Unless otherwise agreed to by the State, the Contractor's personnel dedicated to this project full time, shall work forty (40) hour weeks, including the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State particularly with respect to any overseas support that may be provided by the contractor.

6. LIMITATION OF LIABILITY

6.1. Each party's liability under this Agreement is set out in Section 9 of Exhibit D SaaS Service Agreement.

7. DISPUTE RESOLUTION

7.1. Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

7.2. The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

<u>LEVEL</u>	<u>INFOR</u>	<u>STATE</u>	<u>CUMMULATIVE ALLOTTED</u>
Primary	Infor Project Manager	State Project Manager (PM)	5 Business Days
First	Infor Project Director	Commissioner of DAS & Commissioner of DoIT	10 Business Days
Second	Delivery Vice President	Commissioner of DAS & Commissioner of DoIT	15 Business Days

7.3. The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

8. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

8.1. The Contractor shall provide all services strictly pursuant to, and in conformity with the terms of this Contract.

8.2. It is the responsibility of the Contractor to maintain New Hampshire Vendor Registration with up-to-date contact information.

8.3. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to

Contractor Initials MG
Date 3/28/2023

the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx)

9. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

9.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

10. INSURANCE

10.1. Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10-day prior written notice.

11. CONFIDENTIALITY & CRIMINAL RECORD

11.1. The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract, who have been convicted of any crime of dishonesty and/or integrity.

EXHIBIT C METHOD OF PAYMENT

12. CONTRACT PRICE

12.1. The Contractor hereby agrees to provide Software as a Service for Infor CloudSuite in strict accordance with the terms and conditions specified herein for an amount up to and not to exceed a price of \$31,662,920.92; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

13. PRICING STRUCTURE

13.1. Professional Services Fee For Infor FSM CloudSuite

Service	Estimated Service Fee
Project Team Education	\$117,600.00
Time and Materials for OCM and End User Training	\$ 1,952,789.20
Fixed Fee for WFM Upgrade and ERP Migration	\$12,357,762.72
Sub Total 13.1	\$14,428,151.92

13.2. Contract Retainage

The state shall retain 5% of total fixed fee Professional Services from each milestone payment, to be released upon the completed and accepted associated Infor Deployment Method Stage.

13.3. Subscription Term And Subscription Fees

Annual subscription fee for year 1 of initial subscription term:	\$1,000,000.00
Annual subscription fee for year 2 of initial subscription term:	\$1,000,000.00
Annual subscription fee for year 3 of initial subscription term:	\$1,775,000.00
Annual subscription fee for year 4 of initial subscription term:	\$1,810,500.00
Annual subscription fee for year 5 of initial subscription term:	\$1,846,710.00
Annual subscription fee for year 6 of initial subscription term:	\$1,883,644.00
Annual subscription fee for year 7 of initial subscription term:	\$1,921,317.00
Annual subscription fee for year 8 of initial subscription term:	\$1,959,743.00
Annual subscription fee for year 9 of initial subscription term:	\$1,998,938.00
Annual subscription fee for year 10 of initial subscription term:	\$2,038,917.00
Sub Total 13.3	\$17,234,769.00

Contract Price Summary:	
Sub Total 13.1	\$ 14,428,151.92
Sub Total 13.3	\$ 17,234,769.00
Total Price Limitation	\$ 31,662,920.92

13.4. Professional Services Rates

13.4.1. The rates in the table below will be valid for the 2023 Calendar Year for the sole scope of this Work Order and related Change Orders. On January 1st of each subsequent year, Infor reserves the right to adjust hourly rates in accordance with the Northeast Urban Consumer Price Index (CPI) as reported by the United States Bureau of Labor Statistics and in no cases shall exceed a maximum increase of 3.5% for each respective Resource Role annually. This hourly rate schedule will remain in effect through December 31, 2032.

13.4.2.

INFOR SERVICES RATE CARD	
RESOURCE ROLE	HOURLY RATE (US DOLLAR)
CONSULTANT, ASSOC.	\$182.00
CONSULTANT	\$203.73
CONSULTANT, SR.	\$221.45
CONSULTANT, PR.	\$234.74
CONSULTANT, SR. PR.	\$243.60
SERVICE DELIVERY MANAGER, ASSOC.	\$200.46
SERVICE DELIVERY MANAGER	\$308.40
SERVICE DELIVERY MANAGER, SR.	\$366.00
SERVICE DELIVERY MANAGER, PR.	\$375.22
SERVICE OPERATIONS MANAGER, ASSOC.	\$200.46
SERVICE OPERATIONS MANAGER	\$308.40
SERVICE OPERATIONS MANAGER, SR.	\$366.00
SERVICE OPERATIONS MANAGER, PR.	\$375.22
SOLUTION ARCHITECT	\$234.74
SOLUTION ARCHITECT, SR.	\$248.02
SOLUTION ARCHITECT, PR.	\$261.31
SOLUTION ARCHITECT, SR. PR.	\$331.00
PROJECT MANAGER, ASSOC.	\$301.00
PROJECT MANAGER	\$248.02
PROJECT DIRECTOR	\$287.89
PROJECT DIRECTOR, SR.	\$375.22
DELIVERY EXECUTIVE	\$336.60
TRAINING/EUA CONSULTANT	\$203.73
TRAINING/EUA CONSULTANT, SR.	\$221.45
TRAINING/EUA CONSULTANT, PR.	\$234.74
BUSINESS CONSULTANT	\$60.00
COE CONSULTANT, ASSOC. OFFSHORE	\$55.00
COE CONSULTANT OFFSHORE	\$60.00

Contractor Initials MJ
 Date 3/28/2023

COE SR CONSULTANT OFFSHORE	\$106.17
COE PR CONSULTANT OFFSHORE	\$109.00
COE PROJECT ADMIN OFFSHORE	\$45.00
COE PROJECT MANAGER OFFSHORE	\$109.48
COE PROJECT DIRECTOR OFFSHORE	\$119.00
COE SERVICE DELIVERY MANAGER, ADMIN	\$45.00
COE SERVICE DELIVERY MANAGER	\$94.00
COE SERVICE DELIVERY MANAGER, SR.	\$119.00
COE SERVICE OPERATIONS MANAGER, ADMIN	\$45.00
COE SERVICE OPERATIONS MANAGER	\$94.00
COE SERVICE OPERATIONS MANAGER, SR.	\$119.00
COE SOLUTION ARCHITECT INDIA OFFSHORE	\$95.00
COE SOLUTION ARCHITECT, SR. OFFSHORE	\$95.00
COE SOLUTION ARCHITECT, PR. OFFSHORE	\$110.00
COE SOLUTION ARCHITECT, SR. PR. OFFSHORE	\$110.00
COE TRAINING/EUA CONSULTANT OFFSHORE	\$85.00

13.5. Fixed Service Fees—Milestone Payment Schedule

13.5.1. The following table represents milestone categories further defined by the reference code contained in Exhibit H State of New Hampshire Migration SWO. Prior to commencement of any work all substantive deliverables shall be mutually agreed upon by the State and Contractor. The basis of the agreement shall result from submittal of a holistic detailed master project plan for all phases of the project to be furnished by the contractor within 30 days after receipt of executed contract.

13.5.2. Payments shall not be made until review and acceptance of each milestone by the state.

ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
ACTIVITY, DELIVERABLE, OR MILESTONE		DELIVERABLE TYPE	PROJECTED NUMBER OF MONTHS TO COMPLETION AFTER CONTRACT EXECUTION (DATES ARE SUBJECT TO REVISION ONCE THE PROJECT SCHEDULE IS COMPLETED AND OR REVISED FOR EACH PHASE)	MILESTONE PAYMENT
PLANNING AND PROJECT MANAGEMENT				
1	PROJECT MANAGEMENT PLAN (IPM-070)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	INITIAL PLAN WITHIN MONTH 1	\$247,181.94
2	BASELINED PROJECT SCHEDULE (SCH-040)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	INITIAL SCHEDULE WITHIN MONTH 1	\$266,195.93
3	PREPARED PROJECT TEAM (HRM-050)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 8	\$79,858.80
4	(PROJECT KICK-OFF)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 1 FOR PHASE 1, MONTH 8 FOR PHASE 2	\$119,435.10
5	FUTURE STATE PROCESS MODEL (BRE-050)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 10	\$465,842.88
6	GLOBAL DEPLOYMENT APPROACH (BRE-070)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 10	\$104,576.97
7	MOSCOW REQUIREMENTS TRACEABILITY MATRIX (BRE-100)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 12	\$228,167.94

8	INTEGRATION STRATEGY & GOVERNANCE (TAR-030)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 13	\$85,562.98
9	KEY BUSINESS DATA STRUCTURE (MCO-010)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 12	\$294,716.93
10	TESTING STRATEGY (TES-010)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 13	\$109,330.47
11	REPORT STRATEGY (REP-010)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 13	\$106,478.37
12	SKILLED PROJECT TEAM (TRN-030)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 11	\$132,744.92
13	BUSINESS DATA DEFINITIONS (MCO-060)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 12	\$470,596.38
14	PROTOTYPE ENVIRONMENT (MCO-030)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 13	\$550,455.16
15	CONFERENCE ROOM PILOT PLAN (MCO-040)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 13	\$408,800.90
16	CONFERENCE ROOM PILOT REPORT (MCO-050)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 13	\$664,253.92
17	BUSINESS BLUEPRINT (BRE-140)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 13	\$570,705.07
18	DATA ACQUISITION	SEE SERVICES WORK ORDER FOR	MONTH 14	\$186,703.82

	CONVERSION & DATA QUALITY STRATEGY (DCO-020)	DESCRIPTION OF DELIVERABLE		
19	CUSTOM EXTENSION STRATEGY (DES-010)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 14	\$131,189.76
20	MANUAL CONVERSION PROCEDURES (DCO-050)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 14	\$37,647.71
21	ANALYSIS SPECIFICATION (ANA-050)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 14	\$105,615.94
22	DESIGN SPECIFICATION (DES-020)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 15	\$476,952.45
23	APPLICATION SETUP INFORMATION (MCO-070)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 15	\$582,018.39
24	CUTOVER STRATEGY (TRS-010)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 17	\$84,612.28
25	CONVERTED AND VERIFIED DATA: SIT (DCO-120)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 17	\$188,713.90
26	REPORT SPECIFICATION (REP-060)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 15	\$355,561.71
27	CUSTOM EXTENSIONS (DES-030)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 18	\$584,856.88
28	CUSTOM EXTENSION	SEE SERVICES WORK ORDER FOR	MONTH 18	\$136,995.84

	UNIT TEST RESULTS (TES-070)	DESCRIPTION OF DELIVERABLE		
29	CUSTOM EXTENSION INTEGRATION TEST RESULTS (TES-080)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 18	\$238,625.64
30	CLOUD READINESS REVIEW (IPM-135)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 19	\$218,660.94
31	SYSTEM IN PRODUCTION (TRS-070)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 20	\$432,568.39
32	CUTOVER PLAN (TRS-020)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 20	\$85,562.98
33	CONVERTED AND VERIFIED DATA: UAT (DCO-120)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 20	\$280,456.43
34	CONVERTED & VERIFIED DATA: FINAL (DCO-120)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 20	\$266,195.93
35	SERVICES TO SUPPORT HANDOVER (SUS-040)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 21	\$114,083.97
36	PROJECT CLOSURE (SCP-080)	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 21	\$95,069.98
TOTAL				\$9,506,997.60
INSTALLATION WFM				
37	WFM INCEPTION	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 1	\$72,271.52

38	WFM DB UPGRADE	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 2	\$93,952.98
39	WFM CUSTOM CODE UPGRADE 25% COMPLETE	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 3	\$99,373.34
40	WFM CUSTOM CODE UPGRADE 75% COMPLETE	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 4	\$198,746.68
41	WFM CUSTOM CODE UPGRADE 100% COMPLETE	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 5	\$99,373.34
42	WFM TESTING AND GO-LIVE SUPPORT	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 5	\$93,952.98
43	WFM POST CUTOVER SUPPORT	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 6	\$65,044.37
TOTAL				\$722,715.21
EDUCATION				
44	PRIVATE EDUCATION EVENT	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 8	\$45,000.00
45	PUBLIC EDUCATION EVENT	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 9	\$72,000.00
46	SELF-DIRECTED LEARNING	SEE SERVICES WORK ORDER FOR DESCRIPTION OF DELIVERABLE	MONTH 9	\$600.00
TOTAL				\$117,600.00
MONTHLY STATUS REPORTING				

47	MONTHLY STATUS REPORT 1	MONTHLY STATUS REPORT	MONTH 1	\$101,335.71
48	MONTHLY STATUS REPORT 2	MONTHLY STATUS REPORT	MONTH 2	\$101,335.71
49	MONTHLY STATUS REPORT 3	MONTHLY STATUS REPORT	MONTH 3	\$101,335.71
50	MONTHLY STATUS REPORT 4	MONTHLY STATUS REPORT	MONTH 4	\$101,335.71
51	MONTHLY STATUS REPORT 5	MONTHLY STATUS REPORT	MONTH 5	\$101,335.71
52	MONTHLY STATUS REPORT 6	MONTHLY STATUS REPORT	MONTH 6	\$101,335.71
53	MONTHLY STATUS REPORT 7	MONTHLY STATUS REPORT	MONTH 7	\$101,335.71
54	MONTHLY STATUS REPORT 8	MONTHLY STATUS REPORT	MONTH 8	\$101,335.71
55	MONTHLY STATUS REPORT 9	MONTHLY STATUS REPORT	MONTH 9	\$101,335.71
56	MONTHLY STATUS REPORT 10	MONTHLY STATUS REPORT	MONTH 10	\$101,335.71
57	MONTHLY STATUS REPORT 11	MONTHLY STATUS REPORT	MONTH 11	\$101,335.71
58	MONTHLY STATUS REPORT 12	MONTHLY STATUS REPORT	MONTH 12	\$101,335.71
59	MONTHLY STATUS REPORT 13	MONTHLY STATUS REPORT	MONTH 13	\$101,335.71
60	MONTHLY STATUS REPORT 14	MONTHLY STATUS REPORT	MONTH 14	\$101,335.71

Contractor Initials MG
Date 3/28/2023

61	MONTHLY STATUS REPORT 15	MONTHLY STATUS REPORT	MONTH 15	\$101,335.71
62	MONTHLY STATUS REPORT 16	MONTHLY STATUS REPORT	MONTH 16	\$101,335.71
63	MONTHLY STATUS REPORT 17	MONTHLY STATUS REPORT	MONTH 17	\$101,335.71
64	MONTHLY STATUS REPORT 18	MONTHLY STATUS REPORT	MONTH 18	\$101,335.71
65	MONTHLY STATUS REPORT 19	MONTHLY STATUS REPORT	MONTH 19	\$101,335.71
66	MONTHLY STATUS REPORT 20	MONTHLY STATUS REPORT	MONTH 20	\$101,335.71
67	MONTHLY STATUS REPORT 21	MONTHLY STATUS REPORT	MONTH 21	\$101,335.71
TOTAL				\$2,128,049.91
TOTAL COST				\$12,475,362.72

13.6. Time & Material Fees

13.6.1. The following table represents Time and materials based on forecasted organizational change management and project team education categories further defined by the reference code contained in Exhibit H State of New Hampshire Migration SWO. Prior to commencement of any work all substantive services and or deliverables shall be mutually agreed upon by the State and Contractor. The services and or deliverables will be incorporated into the project plan as approved by phase.

13.6.2. Payments shall be made on a monthly basis as invoices are submitted.

ORGANIZATIONAL CHANGE MANAGEMENT/END USER TRAINING				
1	OCM BLUEPRINT-TRAINING/EUA CONSULTANT, PR.	SEE SERVICES WORK ORDER FOR DESCRIPTION OF SERVICES	MONTH 9 FOR ERP PHASE	\$58,027.20
2	END USER TRAINING BLUEPRINT AND UAP	SEE SERVICES WORK ORDER FOR DESCRIPTION OF SERVICES	MONTH 10	\$182,472.00

	JUMPSTART- TRAINING/EUA CONSULTANT, SR.			
3	OCM SUPPORT- TRAINING/EUA CONSULTANT, PR.	SEE SERVICES WORK ORDER FOR DESCRIPTION OF SERVICES	THROUGH MONTH 21	\$435,204.00
4	END USER TRAINING MATERIAL ONSHORE DEVELOPMENT LEAD- TRAINING/EUA CONSULTANT, PR.	SEE SERVICES WORK ORDER FOR DESCRIPTION OF SERVICES	THROUGH MONTH 19	\$265,958.00
5	END USER TRAINING MATERIAL DEVELOPMENT OFFSHORE 1- COE TRAINING/EUA CONSULTANT MANILA OFFSHORE	SEE SERVICES WORK ORDER FOR DESCRIPTION OF SERVICES	THROUGH MONTH 19	\$136,000.00
6	END USER TRAINING MATERIAL DEVELOPMENT OFFSHORE 2- COE TRAINING/EUA CONSULTANT MANILA OFFSHORE	SEE SERVICES WORK ORDER FOR DESCRIPTION OF SERVICES	THROUGH MONTH 19	\$246,500.00
7	END USER TRAINING LEAD- TRAINING/EUA CONSULTANT, PR.	SEE SERVICES WORK ORDER FOR DESCRIPTION OF SERVICES	THROUGH MONTH 21	\$145,068.00

8	END USER TRAINERS- TRAINING/EUA CONSULTANT, PR.	SEE SERVICES WORK ORDER FOR DESCRIPTION OF SERVICES	THROUGH MONTH 21	\$483,560.00
TOTAL				\$1,952,789.20

14. PERFORMANCE GUARANTEES

14.1. In lieu of performance guarantees Contractor agrees to the following as defined in Exhibit D herein.

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

15. TRAVEL EXPENSES

15.1. Travel shall be included in the maximum hourly wages listed in EXHIBIT H State of New Hampshire Migration SWO.

15.2. Daily lodging rates shall be in accordance with GSA Published rates(Per Diem Rates | GSA) for Concord New Hampshire, Merrimack County or local surrounding communities. All related travel costs shall be approved in advance by the State. Contractor will provide monthly invoicing for time & material reimbursements.

15.2.1. The following list is representative of local venues honoring government rates.

- 15.2.1.1. Hampton Inn
- 15.2.1.2. Holiday Inn
- 15.2.1.3. Fairfield Inn
- 15.2.1.4. Comfort Inn
- 15.2.1.5. Residence Inn
- 15.2.1.6. Best Western

15.2.2. Meals & Incidentals shall not exceed the GSA published rates (Per Diem Rates | GSA) for Concord New Hampshire, Merrimack County or local surrounding communities unless approved in advance by the State.

15.2.3. Vehicle rentals associated with on-site contractor resources shall be limited to compact size vehicles unless previously approved by the State.

16. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

16.1. State will request quotations by providing a Work Order Request describing the services required and the applicable technical qualifications. The quoted hourly rates shall not exceed the rates established under section 13.4 Professional Services Rates.

17. INVOICE

17.1. For Professional Services itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a description of the work done along with the location of work.

17.2. Contractor shall submit correct invoices to the State for all amounts to be paid by the State. Contractor shall only submit invoices for Services or Deliverables as permitted by the contract.

17.3. The State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt, and in any event, payment must be made annually in advance of the start of each annual term. Invoices will not be backdated and shall be promptly dispatched prior to the start of each annual term.

17.4. The annual subscription invoice shall be sent to the following address:

Alex Stone
Director, Division of Enterprise Applications Management
Department of Administrative Services
25 Capitol Street, Rm 430
Concord, NH 03301

18. PAYMENT

18.1. Payment: Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

18.2. Overpayments to Contractor: Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

18.3. Credits: The State may apply credits, against any open Contractor's invoice with appropriate documentation attached.

EXHIBIT D SaaS Agreement



Software as a Service Agreement

This Software as a Service Agreement (the "Agreement") is between Infor (US), LLC, ("Infor") and State of New Hampshire ("Customer") and entered as of the Effective Date. The parties agree as follows:

1. Definitions.

"Affiliate" means (i) in the case of Infor, any entity controlled by Infor, Inc. and (ii) in the case of Customer, any entity controlled by Customer. For purposes of the preceding sentence, "control" means the direct or indirect ownership of more than 50% of the voting interests of an entity.

"Annual Period" means each successive 12-month period following the Effective Date.

"Authorized Users" means employees and individual contractors of Customer, or its Affiliates authorized by Customer or its Affiliates to access the Subscription Software.

"Confidential Information" means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation, and the Subscription Software, including any software code and all algorithms, methods, techniques, and processes revealed or utilized therein. Confidential Information of Customer includes Customer Data. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to Recipient; or (iv) is independently developed by the Recipient without use of Confidential Information.

"Customer Data" means information provided, entered, or uploaded for use by or with the Subscription Software by the Customer or its Authorized Users. Customer owns all proprietary rights in Customer Data.

"Discloser" means the party providing Confidential Information to the Recipient.

"Documentation" means the then-current documentation made generally available by Infor relating to the features, functions, and use of the Subscription Software.

"Documented Defect" means a material deviation between the then-current, general release version of the Subscription Software and its Documentation.

"Initial Subscription Term" means the initial subscription period set forth on the applicable Order Form.

"Intellectual Property Rights" means any and all rights in patents, copyrights, trademarks, and service marks.

"Order Form" means each order form between the parties incorporating the terms of this Agreement which shall contain, without limitation, a list of the Subscription Software and associated quantities and Use Restrictions, a description of the Subscription Services, Subscription Fees, and payment terms.

"Personal Information" means Customer Data that (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers,

government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality, and protection of non-public personal information. At minimum Infor shall comply with NH RSA 359-C:19.

“**Professional Services**” is defined in Exhibit H (Professional Services as referenced in Exhibit D) to this Agreement. If Infor provides professional services under a different agreement than this Agreement (as specified in the work order for such professional services), then this Agreement shall not apply to such professional services and all references herein to Professional Services are inapplicable.

“**Professional Services Fees**” means, if applicable, the fees for Professional Services performed under Exhibit C or Exhibit F (Services Work Order).

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

“**Renewal Term**” means any renewal or extension of Customer’s right to access and use the Subscription Software and Subscription Services following the expiration of the Initial Subscription Term.

“**Residual Knowledge**” shall mean ideas, concepts, know-how or techniques related to the Discloser’s technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

“**Service Level Description**” means the Service Level Description document applicable to the Subscription Services and attached as an exhibit to an Order Form.

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

“**Subscription Services**” means the Subscription Software-related application hosting services and Support (as defined in Section 3(b)) that Infor provides Customer under this Agreement.

“**Subscription Software**” means collectively or individually the computer software programs identified in the applicable Order Form for which Infor is providing access via the Subscription Services.

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

“**Third Party Licensor**” means a third party whose software products or services have been made available to Infor for distribution under the terms of its agreement with Infor.

“**Updates**” means generally available updates, enhancements, or modifications to the then-current, general release version of the Subscription Software that are not separately priced as new products.

“**Use Restriction**” means any limitation on the use of the Subscription Software identified in an Order Form (e.g., number of Authorized Users, locations, connections).

“**User ID**” means a unique user identification credential used in combination with a unique password to access the Subscription Software and Subscription Services.

2. **Use Rights and Restrictions.**

a. **Access Rights.** Subject to the terms and conditions of this Agreement and the applicable Order Form, Customer is permitted to allow its Authorized Users to access and use the Subscription Software and the Subscription Services, during the Subscription Term, in an operating environment hosted by Infor, solely for the internal use of Customer and its Affiliates (for so long as they remain Affiliates). Any rights not expressly granted in this Agreement are expressly reserved. Customer shall ensure that its Affiliates and Authorized Users comply with the terms of this Agreement and shall be liable for any noncompliance by its Affiliates and Authorized Users.

b. **Documentation.** Customer may make a reasonable number of copies of the Documentation for the Subscription Software for its internal use in accordance with the terms of this Agreement. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Documentation.

c. Additional Restrictions on Use of the Subscription Software and Subscription Services. Use of the Subscription Software and Subscription Services is subject to any Use Restriction specified in the applicable Order Form. Customer is prohibited from causing or permitting the reverse engineering, disassembly, or de-compilation of the Subscription Software. Customer is prohibited from using the Subscription Software and Subscription Services to provide service bureau services to third parties. Customer will not allow the Subscription Software to be used by or disclose all or any part of the Subscription Software to, any person except Authorized Users. Customer acknowledges and agrees that U.S. export control laws and other applicable export and import laws govern its use of the Subscription Software and Customer will neither export or re-export, directly or indirectly, the Subscription Software, nor any direct product thereof in violation of such laws or use the Subscription Software for any purpose prohibited by applicable laws.

3. Subscription Services.

a. Hosted Environment. Infor will provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Infor supports use of the Subscription Software and Subscription Services, on servers located at facilities selected by Infor. Customer is not permitted to access the Subscription Software on any environment outside the hosted environments selected by Infor as part of the Subscription Services.

b. Support. Infor shall (a) provide Customer with access (via the internet, telephone or other means established by Infor) to Infor's support helpline, (b) install, when and if generally available, Updates; and (c) use reasonable efforts to correct or circumvent any material deviation between the then-current, general release version of the Subscription Software and its Documentation (the foregoing referred to collectively as "Support"). Support is included in the Subscription Fee.

c. User Accounts. Customer shall ensure that a unique User ID and password is assigned to each Authorized User accessing the Subscription Software and Customer shall be responsible for managing such User IDs and passwords through the Subscription Software interface. Customer shall maintain the confidentiality of Customer's User IDs and passwords and shall cause its Authorized Users to maintain the confidentiality of their User IDs and passwords. Customer is responsible for all uses of, and activities undertaken with User IDs registered on Customer's account. Customer agrees to immediately notify Infor of any unauthorized use of Customer's User IDs of which Customer becomes aware.

d. Connectivity. Infor will be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment. Customer is responsible for providing connectivity to the Internet for itself and its Authorized Users. Customer shall also be responsible for ensuring that latency and available bandwidth from the device of the Authorized User to Infor's hosted routers are adequate to meet Customer's desired level of performance. Customer is responsible for all costs associated with any specialized network connectivity required by Customer. If Customer purchases Subscription Services in a single tenant environment, Customer will be responsible for securing VPN connectivity to such environment.

e. Customizations. Customizations (as defined below) are not permitted in a multi-tenant hosted environment. Customizations may only be permitted in a single-tenant hosted environment if authorized in writing by Infor and documented in a separate written agreement between the parties. Support or other services for Customizations are not included as part of the Subscription Services and may only be purchased pursuant to a separate written agreement between the parties. As used herein, "Customizations" means any components deployed in the hosted environment other than the generally available Subscription Software or components that Customer may deploy via the standard user interface or tools included in the generally available Subscription Software.

4. Payment and Taxes.

a. Payment of Subscription Fees. Customer shall pay Infor the Subscription Fees set forth on the in Exhibit C. Subscription Fees are payable in advance and Infor will invoice Customer for Subscription Fees prior to the commencement of the portion of the Subscription Term to which such fees apply. Unless otherwise specified in the Agreement, invoices are due within 30 days of invoice date. Except as otherwise set forth in this Agreement, Subscription Fees are non-refundable. Notwithstanding anything to the contrary in this Agreement, following 30 days' prior written notice, Infor reserves the right to suspend access to the Subscription Services in the event of any past due Subscription Fees.

b. Invoice Dispute. Infor will not exercise its suspension or termination rights with respect to non-payment by Customer if Customer reasonably disputes the applicable fees within 10 days of Customer's receipt of the invoice in writing and in good faith and is cooperating diligently to resolve the dispute. Invoices will be sent to the electronic address identified in the Order Form (the date of receipt of the invoice is the date Infor sends the invoice to such electronic address; if no such electronic address is provided, then the date of receipt of the invoice is the date Infor sends the invoice by the alternative method identified in the Order Form).

However, if the parties are unable to resolve such a dispute within 20 days, each party shall have the right to seek any remedies it may have under this Agreement. For clarity, any undisputed amounts must be paid in full.

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

a. **Limited Subscription Software Warranty by Infor and Remedy for Breach.** Infor warrants that the Subscription Software will operate without a Documented Defect during the Initial Subscription Term. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Subscription Software giving rise to the breach of warranty. If Infor is unable to repair or replace such Subscription Software within a reasonable period of time then, subject to the limitations set forth in Section 9 of this Agreement, Customer may pursue its remedies at law to recover damages resulting from the breach of this warranty. The remedies in this Section 5(a) are exclusive and in lieu of all other remedies and represent Infor's sole obligations for a breach of the foregoing warranty. Customer must provide notice to Infor of any warranty claim within the warranty period. For clarity, Customer's entitlement to Support (as defined in Section 3(b)) in connection with any Documented Defect shall continue throughout the Subscription Term.

b. **Malicious Code.** Infor warrants that it will use generally accepted industry tools and practices, to provide Subscription Software and Subscription Services that do not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable Customer Data ("Malicious Code"). Upon discovery, Infor shall investigate, identify and remove such Malicious Code from the Subscription Software and Subscription Services.

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

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

Service level credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual subscription fee. Service level credits shall be applied to Customer's next Subscription Fees invoice or, if Customer has paid the final invoice under this Agreement, service level credits shall be paid to Customer within thirty (30) calendar days following the determination that the credit is due. In the event a availability for the production environment falls below 95% for any three (3) consecutive months or any four (4) months in a rolling twelve (12) month period (a "Triggering Event"), Customer may, within sixty (60) days of such Triggering Event, terminate the affected Order Form, in which case, in lieu of service level credits, Customer shall receive a refund, on a pro rata basis, of any prepaid Subscription Fees applicable to the unused portion of the then-current Subscription Term following the effective date of termination of the Order Form. The foregoing remedies are the exclusive remedies and are in lieu of all other remedies for breach of the Down Time Warranty.

d. DISCLAIMER OF WARRANTIES, EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 OR EXHIBIT A (IF APPLICABLE), INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED,

WITH REGARD TO THE SUBSCRIPTION SOFTWARE, SUBSCRIPTION SERVICES OR PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY ORDER FORM OR WORK ORDER. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE SUBSCRIPTION SOFTWARE OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET CUSTOMER'S REQUIREMENTS.

e. FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 5 AND 9 WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

f. HIGH RISK ACTIVITIES. THE SUBSCRIPTION SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, INFOR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES. CUSTOMER AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION SOFTWARE IN SUCH APPLICATIONS.

6. Confidential Information.

a. Confidentiality. Recipient will take reasonable measures designed to prevent the unauthorized use or disclosure of Discloser's Confidential Information, including, at a minimum, those measures Recipient takes to protect its own Confidential Information of a similar nature. Recipient will use and disclose the Confidential Information disclosed to it under this Agreement only to the extent necessary to further and fulfill the purposes of this Agreement. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after termination of this Agreement. Recipient shall be responsible for any breach of the confidentiality terms contained in this Section 6 by any of its directors, officers, employees, Authorized Users (in the case of Customer), Affiliates, contractors, and agents. Nothing herein shall limit Recipient's use of Residual Knowledge, subject to any Intellectual Property Rights of the Discloser, or INFOR's use of aggregated anonymous data related to Customer's use of the Subscription Software and Subscription Services. If the Recipient should receive any legal request or process in any form seeking disclosure of Discloser's Confidential Information, including valid requests for disclosure pursuant to RSA Chapter 91-A, or if the Recipient should be advised by counsel of any obligation to disclose such Confidential Information, the Recipient shall (if allowed by law) provide the Discloser with prompt notice of such request or advice so that the Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. If Discloser does not seek or receive a protective order or injunction, then Recipient may release only such Confidential Information is minimally necessary to satisfy the disclosure request. Regardless of whether or not a protective order or other assurance is obtained, the Recipient shall provide only that portion of the Discloser's Confidential Information which is legally required to be provided. Customer shall ensure that Authorized Users are bound by confidentiality obligations consistent with those above.

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

- i. User identification and access controls designed to limit access to Customer's Data to authorized users.
- ii. the use of appropriate procedures and technical controls regulating data entering INFOR's network from any external source.
- iii. the use of encryption techniques when Customer Data is transmitted or transferred into or out of the hosted environment.

- iv. physical security measures, including without limitation securing Customer Data within a secure facility where only authorized personnel and agents will have physical access to Customer Data.
- v. operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities.
- vi. periodic employee training regarding the security programs referenced in this Section; and
- vii. periodic testing of the systems and procedures outlined in this Section.

c. Review of Controls. Once in each 12 month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Infor's defined control objectives and control activities in connection with the Subscription Services. Infor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 18 (SSAE 18) or an equivalent standard, which may include ISAE 3402 (the "Audit Report"). Customer shall have the right to request and receive a copy of the Audit Report and Customer may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit Report shall be Infor's Confidential Information.

d. Security Incident Response. In the event that Infor becomes aware that Customer Data has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Infor shall: (i) promptly (and in any event within 48 hours of becoming aware of such Information Security Incident), notify Customer, in writing, of the occurrence of such Information Security Incident; (ii) investigate and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to Customer; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Infor's control; and (v) cooperate with Customer's reasonable investigation or Customer's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident to the extent that an Information Security Incident is attributable to the acts or omissions of Customer not at the direction or instruction of Infor, Customer shall reimburse Infor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.

7. Indemnity by Infor. Infor will defend, indemnify and hold Customer harmless from and against any loss, cost and expense to the extent arising from a third party claim against Customer that the Subscription Software infringes any Intellectual Property Rights of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify Infor of any such claim; (ii) Customer must, in writing, grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by Customer or an admission of guilt by Customer (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice Infor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must reasonably cooperate with Infor to facilitate the settlement or defense of the claim. Infor will not have any liability hereunder to the extent the claim arises from (a) any modification of the Subscription Software by, on behalf of, or at the request of Customer; or (b) the use or combination of the Subscription Software with any computer, computer platform, operating system and/or data base management system other than as specified in the Documentation or otherwise authorized by Infor in writing. If any Subscription Software is, or in Infor's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Subscription Software under the terms of this Agreement; (B) replace the Subscription Software with products that are substantially equivalent in function, or modify the Subscription Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the un-used portion of the Subscription Fee, if any, paid to Infor for the Subscription Software giving rise to the infringement claim, and discontinue Customer's use of such Subscription Software. **THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. Term and Termination.

a. Right of Termination. If either party breaches any material obligation in an Order Form and fails to remedy such breach within thirty (30) days of receipt of written notice of such breach, the other party may terminate the Order Form. Notice of an alleged breach of warranty does not constitute notice of material breach for purposes of this Section

b. Effect of Termination. Upon termination of an Order Form by either party, Customer's access and use of the Subscription Software and Subscription Services under such Order Form shall immediately terminate as of the effective date of such termination. Termination of an Order Form will not release either party from making payments which may be owing to the other party through the effective date of such termination. Termination of an Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement, unless otherwise expressly stated herein. In the event of Customer's

termination of an Order Form under Section 8(a), Customer shall be entitled to a refund, on a pro rata basis, of any prepaid Subscription Fees under such Order Form applicable to the unused portion of the then-current Subscription Term following the effective date of termination.

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

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

9. LIMITATIONS OF LIABILITY.

a. LIMITED LIABILITY. EXCEPT WITH RESPECT TO THE "EXCLUDED LIABILITIES" (DEFINED BELOW) AND CUSTOMER'S OBLIGATION TO PAY AMOUNTS DUE HEREUNDER, THE TOTAL LIABILITY OF EITHER PARTY AND ITS AFFILIATES, WHATEVER THE BASIS OF LIABILITY, IN CONNECTION WITH OR RELATED TO (1) SOFTWARE OR SUBSCRIPTION SERVICES WILL NOT EXCEED 2 TIMES THE SUBSCRIPTION FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE SOFTWARE OR SUBSCRIPTION SERVICES GIVING RISE TO THE LIABILITY AND/OR (2) PROFESSIONAL SERVICES WILL NOT EXCEED 2 TIMES THE PROFESSIONAL SERVICES FEES PAID TO INFOR DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE FOR THE PROFESSIONAL SERVICES GIVING RISE TO LIABILITY.

b. EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO THE EXCLUDED LIABILITIES, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS THIRD PARTY LICENSORS (IN THE CASE OF INFOR) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY SEEK OR BE LIABLE FOR PUNITIVE DAMAGES.

c. EXCLUDED LIABILITIES. THE TERM "EXCLUDED LIABILITIES" MEANS: (I) INFOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; (II) DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION (d) BELOW; (III) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF INFOR'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) A PARTY'S WILLFUL MISCONDUCT.

d. UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION. WITH RESPECT TO DISCLOSURE OF CONFIDENTIAL INFORMATION IN BREACH OF THIS AGREEMENT RESULTING FROM A PARTY'S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), INCLUDING, WITH RESPECT TO INFOR, PAYMENTS PURSUANT TO ITS INDEMNIFICATION OBLIGATIONS, SHALL NOT EXCEED 5 TIMES THE SUBSCRIPTION FEES PAID TO INFOR DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE UNDER THE APPLICABLE ORDER FORM OR WORK ORDER. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL DATA, DAMAGES SHALL INCLUDE (1) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS, (2) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH UNAUTHORIZED DISCLOSURE FOR UP TO 12 MONTHS; AND (3) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS, IN EACH CASE TO THE EXTENT REQUIRED BY APPLICABLE LAW AND ACTUALLY INCURRED.

10. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: delivered personally; sent by overnight courier; or transmitted by facsimile and confirmed by first class mail. Notices must be sent to a party at its address shown on the signature page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Customer must promptly send copies

of any notice of material breach and/or termination of the Agreement to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. Audit. Infor may audit Customer's compliance with the terms of this Agreement and applicable Order Forms. If an audit reveals that Customer has exceeded the permitted scope of use, then, in addition to any other remedies available to Infor, Customer will promptly pay Infor any underpaid Subscription Fees associated with such overuse based on Infor's then-current list rates.

Professional Services

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

1. **Definitions.**

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

"Professional Services Fees" means the fees for the Professional Services as set forth in the applicable Work Order or Exhibit C.

"Work Order" means each signed work order between the parties referencing the terms of the Agreement, which shall contain without limitation, a description of the Professional Services, and the rate(s) on which the Professional Services Fees are based.

2. **Work Orders.** Infor may provide Customer with Professional Services as set forth in a Work Order. Infor is under no obligation to perform any Professional Services other than pursuant to a Work Order. However, if Infor performs Professional Services at the direction of Customer and the parties have not signed a Work Order for such Professional Services, then such Professional Services shall be subject to all terms and conditions herein and Infor's then-current rates for such Professional Services shall apply.

3. **Scheduling and Cancellation of Scheduled Professional Services.** While Infor will try to schedule Professional Services on the date(s) requested by Customer, Customer should make staffing requests in a reasonable period in advance to increase the likelihood the requested date(s) can be reserved. Once Professional Services have been scheduled, Customer will be obligated to pay for such Professional Services as if Infor had performed such Professional Services on the scheduled date(s) and any related travel and living expenses to the extent such travel and living expenses are non-refundable, unless Customer has notified Infor at least fourteen (14) days prior to the scheduled date(s) that it wishes to reschedule or cancel such Professional Services.

4. **Conditions on Providing Professional Services.** Customer must assign a project manager who will assume responsibility for the management of the project for which the Professional Services are provided. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must provide Infor with such cooperation, information, facilities, equipment and support as are reasonably necessary for Infor to provide the Professional Services. Unless otherwise stated in a Work Order, Infor shall own all proprietary rights to any work product generated from the Professional Services (the "Work Product"); provided that to the extent such Work product contains Customer Data or Customer Confidential Information, Customer shall continue to own all proprietary rights in such Customer Data or Customer Confidential Information. Infor grants Customer a non-exclusive, non-transferable right to use the Work Product for the internal operations of Customer and its Affiliates.

5. **Payment of Professional Services Fees.** Unless otherwise stated in the applicable Work Order, Infor will invoice Customer for all Professional Services Fees and applicable taxes and charges on a monthly basis, as Infor renders the Professional Services or Customer incurs the charges, as applicable. Customer will reimburse Infor for actual travel and living expenses that Infor incurs in providing Professional Services. Unless otherwise stated in the applicable Work Order, invoices are payable within 30 days of invoice date.

6. **Long-term Assignments.** The parties acknowledge that reimbursement of travel and living expenses to an Infor consultant who is assigned to a particular location for more than one year may be treated as taxable personal income under applicable tax laws. Where reasonably possible, the Contractor will limit the duration of a consultant's assignment to a particular location to less than one year.

7. **Limited Professional Services Warranty and Remedy for Breach.** Infor warrants to Customer that Infor will render all Professional Services with reasonable care and skill. If Customer notifies Infor of a breach of the foregoing warranty, Infor will re-perform such Professional Services in compliance with the foregoing warranty. If despite its reasonable efforts, Infor is unable to provide Customer with Professional Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section 9 of Exhibit E SaaS Agreement, Customer may pursue its remedies at law to recover damages resulting from the breach of this warranty. The remedies in this Section 7 are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranty. Customer must provide notice to Infor of any warranty claim within twelve months of Infor's provision of the Professional Services that are subject to the warranty claim.

8. **Right of Termination.** If either party breaches any material obligation in the Agreement or Work Order related to Professional Services performed under such Work Order and fails to remedy such breach within thirty (30) days of receipt of written notice of such breach, the other party may terminate such Work Order, but may not otherwise terminate the Agreement or the Subscription Term on the basis of such breach. Termination of a Work Order will not release either party from making payments which may be owing to the other party under the terms of the Work Order through the effective date of such termination. Termination of a Work Order will be without prejudice to the terminating party's other rights and remedies pursuant to the Agreement, unless otherwise expressly stated herein.

EXHIBIT E SaaS Order Form

SaaS Order Form

This Order Form is subject to the terms of the Contract between Infor (US), LLC ("Infor") and State of New Hampshire ("Customer" or "Licensee") with an effective date of _____ (the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of the Agreement control over the terms of this Order Form.

Capitalized terms not defined in this Order Form are defined in the Agreement. In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Customer" and "Licensee" shall have the same meaning and may be used interchangeably; "Subscription Software" and "Component Systems" shall have the same meaning, refer to the computer software programs identified in this Order Form and may be referred to in the Agreement as Component Systems, Products, Software Products, Subscription Software, Software, Standard Software, Programs or Licensed Programs; and "License Restriction" means any limitation on the use of the Subscription Software and may be referred to in the Agreement as License Restriction or User Restriction.

I. Subscription Software - PROD: Concord

	Part # (If applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	S3F-S-CSPFSM-MT	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT	12,000	EM	CPRE
2	S3F-S-GRA-MT	Grant Accounting - SaaS MT	12,000	EM	CPRE
3	S3F-S-SRM-MT	Strategic Sourcing/Supplier Portal - SaaS MT	12,000	EM	CPRE
4	S3O-S-CSFUS-MT	Infor Financials & Supply Management US Country Pack - SaaS MT	1	ET	CPRE
5	TAM-S-CSHCMCORE-MT	Infor HR Talent GHR TM Core - SaaS MT	12,000	EM	CPRE

6	TAM-S-GHRPAYROL L-MT	HR Payroll - SaaS MT	12,000	EM	CPRE
7	PTS-S-ASSESS-BUN	Talent Science Predictive Talent Analytics Assessment Bundle - SaaS	12,000	EMIS	CXT
8	PTS-S-CSTPR	Talent Science Custom Performance Profiles - SaaS	15	UP	CXT
9	PTS-S-BSTPR	Talent Science Best Practice Profiles - SaaS	15	UP	CXT
10	WFM-S-MVS-MT	Workforce Management MVS Bundle - SaaS MT	12,000	EM	CPRE
11	WFM-S-TA-MT	Workforce Management Time & Attendance - SaaS Bundle - SaaS MT	12,000	EM	CPRE
12	BBI-S-DENT-PLT-PLS	Birst Cloud Enterprise Edition Platform License (Direct)	400	NU	CPRE
13	BBI-S-DEPLOY-USW	Birst Cloud Deployment Site - US West	1	DA	CPRE
14	BBI-S-DHSTBUDR	Birst Cloud Hosting, Back-up, Data Recovery (Direct)	200	1.0GB	NAX
15	ION-S-ENTERPRS-CE	Infor OS Enterprise - SaaS MT	1	TECH	CPRE
16	ION-S-STORAGE	Infor Storage	2,000	1.0GB	NAX
17	EPSF-S-CAPTURE	Infor OS - Document Capture - SaaS ST	500,000	AIMG	CXT
18	ANC-S-UAPBUN	Infor User Adoption Platform Bundle - SaaS	2,000	NU	CXT
19	EDU-S-NOP-CPM	Infor Campus Plus Membership - All Campus Plus Content	1	ET	CXTE
20	IMS-S-CF-ENT	CareFor Enterprise	1	IMS	NAX

Subscription Term for the following – commencing on Customer’s signature date through 3 years:					
21	S3O-10TR-TAX	Tax Regulatory and Critical Updates - Cloud Migrations	1	ET	CPRE
Subscription Term for the following – commencing on Customer’s signature date through 5 years:					
22	HRM-S-BSIF	BSI TF US - SaaS MT	12,000	EM	CXT

For the purpose of the definitions below, “Software” is used to refer to the Subscription Software and/or Component Systems, as the context logically dictates, and may be used interchangeably.

* If specified in the User/License Restriction field:

“1.0GB” = 1.0GB - Represents the number of Storage capacity in Giga Byte

“AIMG” = Annual Images - Quantity of Images represents the maximum number of pages of documents (including, without limitations, documents such as invoices) that may be processed annually using the Software and each page shall be counted against the maximum.

“DA” = Data Center - Quantity represents the maximum number of separate data centers having the Software installed on machines located within it. Each separate data center requires a license. A Datacenter is the department in an enterprise that houses and maintains back-end information technology systems and data stores. Typically, this department and all the systems reside in one physical place or site.

“EM” = Employee - 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). For licensing purposes, former employees and independent contractors of Customer shall only count as Employees if their data is maintained or processed by the Software 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 Employees as of such Anniversary. If the actual number of Employees as of an Anniversary is in excess of the specified authorized quantity of Employees as of such Anniversary, Customer will purchase additional authorizations corresponding to such excess amount.

“EMIS” = Employee in Scope - Quantity represents the sum of all active full time employees, part time employees and seasonal employees associated with the positions in Scope.”

“ET” = Enterprise - Allows unlimited use of the Software by the Customer or by Customer and other permitted subsidiaries to the extent expressly authorized in the Agreement

“IMS” = Infor Managed Service - Advanced Support services including Manage Services components, that vary based on the support level

“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.

“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.

“UP” = Unique Profile - Quantity represents the number of unique profiles developed by Infor for use within the Software by Customer to enable behavioral fit comparison between people and jobs. Each profile is created specifically for a unique job. Allows unlimited use of each Unique Profile within the authorized Business Entity.

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

"CXT" = Infor Essential (24x5); "CXTTP" = Infor Premium (24x7); "CXTE" = Infor Customer Success Plus program

Descriptions of these plans can be found at <http://www.infor.com/cloud/subscription/>

"CPRE" = Infor Premium (24x7) Descriptions of this can be found at <http://www.infor.com/cloud/MTsubscription/>

"NAX" = Not Applicable

II. Subscription Term and Subscription Fees

Annual Subscription Fee for Year 1 of Initial Subscription Term: \$1,000,000.00

Annual Subscription Fee for Year 2 of Initial Subscription Term: \$1,000,000.00

Annual Subscription Fee for Year 3 of Initial Subscription Term: \$1,775,000.00

Annual Subscription Fee for Year 4 of Initial Subscription Term: \$1,810,500.00

Annual Subscription Fee for Year 5 of Initial Subscription Term: \$1,846,710.00

Annual Subscription Fee for Year 6 of Initial Subscription Term: \$1,883,644.00

Annual Subscription Fee for Year 7 of Initial Subscription Term: \$1,921,317.00

Annual Subscription Fee for Year 8 of Initial Subscription Term: \$1,959,743.00

Annual Subscription Fee for Year 9 of Initial Subscription Term: \$1,998,938.00

Annual Subscription Fee for Year 10 of Initial Subscription Term: \$2,038,917.00

Initial Subscription Term (unless otherwise specified): commencing on Customer's signature date through 10 years

Fee for Initial Subscription Term: \$17,234,769.00

Total Amount Due (before applicable taxes): \$17,234,769.00

Currency: USD

III. Payment Terms:

Payment is due within 30 days of the date of receipt of invoice.

Customer shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced on Customer's signature date. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies.

Customer Account ID:	6232-L
Infor GL ID:	US06A
Account Executive Name:	David LeBel

Primary-Use Address:	Invoice Address:
State of New Hampshire - Department of Administrative Services 25 Capitol Street Concord, NH 03301	State of New Hampshire - Department of Administrative Services 25 Capitol Street Concord, NH 03301
Contact Name: Alexander Stone	Contact Name: Alexander Stone
Contact Phone: (603) 271-1500	Contact Phone: (603) 271-1500
Contact email: alexander.m.stone@das.nh.gov	Contact email : alexander.m.stone@das.nh.gov

IV. Additional Terms

1. 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).

2. The Service Level Agreement, attached hereto as Exhibit G and subject to change at Infor's sole discretion, sets forth additional terms and conditions which may be applicable to Customer's access to, and use of the Subscription Software licensed herein. The terms of the

Agreement are hereby amended by the Service Level Agreement as it relates to the Subscription Software licensed herein. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Service Level Agreement, the provisions of the Service Level Agreement shall govern and control. The current version of the Service Level Agreement can be found at: <https://www.infor.com/service-level-description>.

3. The Information Security Plan sets forth additional terms and conditions which may be applicable to Customer's access to, and use of the Subscription Software licensed herein. The terms of the Agreement are hereby amended by the Information Security Plan as it relates to the Subscription Software licensed herein. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Information Security Plan, the provisions of the Information Security Plan shall govern and control. The Information Security Plan can be found at <https://www.infor.com/security-plan-Appendix> 3.

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.

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

6. CareFor support services. Descriptions of the CareFor support services plans can be found at <http://www.infor.com/cloud/MTsubscription/>

7. Education Services – INFOR CAMPUS Membership:

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED, OR IMPLIED, WITH REGARD TO INFOR CAMPUS MEMBERSHIPS OR ANY EDUCATION SERVICES AND INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD-PARTY LICENSORS IN CONNECTION WITH AN INFOR CAMPUS MEMBERSHIP OR ANY EDUCATION SERVICES SHALL NOT EXCEED THE ANNUAL FEE PAID BY CUSTOMER FOR

SUCH INFOR CAMPUS MEMBERSHIP OR EDUCATION SERVICES (AS APPLICABLE) FOR THE ANNUAL PERIOD IN WHICH THE LIABILITY FIRST AROSE.

8. Talent Science Subscription Software:

i) Additional Definitions:

“Assessment” means the results generated by the Subscription Software based on the responses given by a Candidate to a Test.

“Candidate” means the individual who takes a Test for an employment position with Customer or otherwise at Customer’s request.

“Candidate Data” means all data and information related to and associated with a Candidate, including the Candidate’s Assessment, Personal Information, and, if applicable, resumes, cover letters, screening results, and employment application. Candidate Data is Customer Data, other than as described herein.

“Candidate Terms of Use” means the click-wrap agreement posted at the website currently at <http://www.peopleanswers.com> (or any one or more masked websites linked to it, or any updated or successor domain name or website) that a Candidate must agree to prior to taking a Test.

“Test” means the psychological and/or behavioral tests available through the Subscription Software.

ii) Customer, at all times, remains responsible for the retention of Candidate Data in accordance with applicable EEOC, OFCCP or other legal requirements.

iii) Customer is responsible for compliance with all laws relating to hiring and employment, including, but not limited to, those governing employment applications, employment testing and applicant data. Customer is the sole decision maker with respect to all hiring, termination or employment decisions made with respect to Candidates, and agrees that it will make all such decisions in accordance with equal employment and all other laws.

iv) Customer acknowledges and agrees that no Candidate shall be permitted to take a Test without such Candidate acknowledging and accepting the Candidate Terms. For the avoidance of doubt, Infor’s refusal of access to the Subscription Software, Subscription Services or any

Test by any Candidate that does not acknowledge and accept the Candidate Terms shall not be a breach of the Agreement or this Order Form.

v) To the extent that Customer requests Infor to provide Candidate Data to a third party, Customer shall be responsible for the use and dissemination of Candidate Data by such third parties. Customer shall also be responsible for compliance with all laws governing the use and disclosure of Candidate Data, including, but not limited to, the Fair Credit Reporting Act, as applicable.

vi) Infor represents and warrants that: (a) the Tests have been the subject of multiple construct validity studies conducted in a manner consistent with generally accepted professional standards for evaluating standardized tests and other selection procedures and the construct validity studies provide evidence of the reliability and validity of the general mental ability and personality constructs assessed by the Tests; and (b) Infor has conducted criterion-related validation studies, in a manner consistent with generally accepted professional standards for evaluating standardized tests and other selection procedures, on a high number of position profiles across a wide variety of industries and the criterion-related validation studies provide evidence indicating the criterion-related validity of the performance profile selection system as applied to the subject position profiles. For the avoidance of doubt, the aforementioned construct validity studies and criterion related validity studies have been conducted using Test responses, position profiles and incumbent performance data drawn from a sample of Infor customers utilizing the Subscription Software and are not based on Customer's incumbent employees, Candidates applying for positions with Customer or on performance profiles developed by or for Customer.

vii) Infor owns all right, title and interest to the Subscription Software and Infor's proprietary output resulting from and displayed to Customer, as well as to all Candidate Data (other than with respect to the Assessments as discussed in the following sentence) which is thereby not Customer's Confidential Information, whether the Candidate is an employee or not. In this capacity, Infor is operating as a data controller as defined under applicable law.

Customer owns all right, title and interest to profile data delivered by Customer to Infor at Customer's direction, and to the Assessments, other than Infor's proprietary output within the Assessment. In this capacity, Infor is operating as a data processor pursuant to applicable data processing agreement (where required by law).

Customer's obligations under this indemnification are expressly conditioned on the following: (i) Infor must promptly notify Customer of any such claim; (ii) Infor must, in writing, grant Customer sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money

by Infor or an admission of guilt by Infor (if Infor chooses to represent its own interests in any such action, Infor may do so at its own expense, but such representation must not prejudice Customer's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) Infor must reasonably cooperate with Customer to facilitate the settlement or defense of the claim. Payment obligations pursuant to these indemnifications are not subject to a limitation of liability.

ix) Additional Terms:

For clarity, Section 4.2 of the Information Security Plan does not apply to Candidate Data.

For clarity with respect to Section 11 of the Information Security Plan, upon termination or expiration of Subscription Services, Infor shall promptly within 3-5 business days upon receipt of Customer's written request) make all Customer Data (but not Candidate Data) available to Customer as a native database export provided through Infor's FTP server. If Customer requires the return of such Customer Data in an alternate format or requires any other termination assistance services, Infor and Customer shall mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services. Infor will permanently delete all (online or network accessible) instances of Customer Data (but not Candidate Data) within 30 days after the termination or expiration of Subscription Services. Infor will use generally accepted industry-standard processes to dispose of hardware and physical components containing Customer Data (other than Candidate Data). All storage is electronically wiped (zeroed) prior to being deployed or decommissioned from the Infor production environment. Upon Customer written request within 90 days following the expiration or termination of Subscription Services, Infor will transmit to Customer within 30 days of such request, at no cost, a record of all Assessments resulting from Tests taken by Candidates during the Subscription Term, except for those Candidates who were never employees, up to the auto purge limit which Customer has set. Such transmission shall be in the form of a DVD or electronic feed that shall be accessible without the need for special software.

For clarity, during the Subscription Term, Infor will retain Candidate Data for 24 months from the last activity by that Candidate (e.g., an activity can be adding an Assessment to other job opportunities, whether for Customer or another entity, or taking an additional Assessment).

The following key activities are included as part of the Subscription Fee, which are dependent on Customer's cooperation in providing the resources and data necessary to complete the agreed Subscription Software commencement plan.

i) Initial Meeting: Infor and Customer.

- ii) Account Setup and Configuration: Infor
- iii) Client Employees Complete Online Assessment for Each Custom Performance Profile: Customer.
- iv) Provide Performance Data for Each Client Employee Assessed: Customer.
- v) Custom Portals (optional): Infor.
- vi) Integration (optional): Infor and Third Party.
- vii) Profile Delivery Meeting: Infor and Customer.
- viii) Ready to Go Live for External Candidates: Infor and Customer.

9. Tax and Regulatory Release:

With respect only to the Tax and Regulatory Release Subscription Software listed in Subscription Software section of this Order Form, notwithstanding anything to the contrary in the Agreement, Customer shall be permitted to access such Subscription Software, in object code form and in an environment selected by Customer, for the purpose of operating such Subscription Software in connection with its perpetually licensed Component Systems during the subscription period set forth herein.

10. Customer elects to terminate maintenance on Customer's signature date for its Infor-owned perpetually licensed Component Systems with the same product functionality as the Subscription Software licensed herein. Customer will receive Transitional Support for such Component Systems until the earlier of: (i) the "go live" date at which time the licensed Subscription Software will be available for beneficial production use or (ii) forty-eight (48) months after Customer's signature date, included as part of the Subscription Fee. "Transitional Support" is defined as phone support, incident logging and resolution, and issue correction commensurate with the level of support available for the version of the on-premises software currently installed by Customer however, Transitional Support excludes any upgrades, tax and regulatory updates, third-party products, or enhancements to the on-premises licenses. Infor will issue a credit equal to the amount of unused, prepaid maintenance fees. The credit will be calculated from the end of the month of Customer's signature date and will either be applied to Customer's outstanding or future invoices or remitted back to Customer in the form of a refund, the specific method being Infor's sole discretion.

11. For the purposes of clarification, Customer shall retain full Support for its previously licensed WFM Component Systems until June 30, 2026, following the termination of support for WFM, Customer shall receive Transitional Support for the period described in section IV.10. Furthermore, Customer shall retain full Support for the below Component Systems.

Customer may terminate Support for these Component Systems in accordance with the terms of the Customer's Support Agreement.

	Part # (If applicable)	Component Systems
1	BPP-MVC	MF Visual COBOL for Windows Compiler
2	BPP-MVXCPU	MF COBOL Server Application Runtime Unlimited - Windows
3	BPP-AFI	Bars Budgeting Package
4	BPP-MVC	MF Visual COBOL for Windows Compiler
5	BPP-MVX	MF COBOL Server Application Runtime - Windows
6	HRM-BSIF	Bsi Tax Factory

12. 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).

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. 227.7202, 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.

EXHIBIT F STATE OF NEW HAMPSHIRE MIGRATION SWO

Infor CloudSuite Public Sector Work Order

State of New Hampshire

Introduction

This Work Order ("Work Order") is subject to the Software as a Services Contract between Infor (US), LLC. ("Infor") and State of New Hampshire ("Customer") with an effective date as approved by Governor and Executive Council for this contract as it may be amended (the "Contract"). Capitalized terms not defined in this Work Order are defined in the Contract. In the event of a conflict, the terms of the Contract control over the terms of this Work Order.

This Work Order, together with the Contract, contains the entire understanding of the parties with respect to its subject matter, and supersedes and replaces any prior oral and written communications between the parties with respect to such subject matter. 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 to be performed by Infor and Customer including their respective roles and responsibilities with regard to this Work Order, subject to the Contract. Infor is under no contractual obligation to provide any other services not identified within this Work Order or any Change Order.

Effective date of this Work Order ("Effective Date"):	Date of last signature
Work Order Number:	OP-04094251
Prepared By:	Brett Miller
Project Name ("Project"):	Infor CloudSuite Migration

1.0 Project Overview and Deployment Method

Customer intends to migrate the following existing in production Infor business applications to Infor CloudSuite Public Sector (collectively, referred to as "Software in Scope"):

- S3 v10 Financial Management
- S3 v10 Supply Chain Management
- S3 v10 Human Resource Management/Payroll

These production systems and database(s) will be migrated from an existing Infor v10 production environment to Infor CloudSuite Public Sector as:

- Infor Financials and Supply Management (FSM) (multi-tenant)
- Infor Human Capital Management (HCM) Global HR (multi-tenant)
- Infor Human Capital Management (HCM) Global HR Payroll (multi-tenant)

Infor Workforce Management scope:

WFM will be upgraded from the current version to WFM MT V7.X

1.1 Infor Deployment Method

"Infor Deployment Method" is Infor's software deployment methodology used as the overall governing methodology for all Project-related work. The Infor Deployment Method implementation process is comprised of the following five Infor Deployment Method phases: Inception, Elaboration, Construction, Transition, and Optimize. This implementation process provides methods, tools, and templates that enable the Project Team to plan, track, and report on the Project Deliverables as defined in this Work Order. The

"Project Team" means, at a minimum, the Customer business and technical process owners/leads and Infor business and technical leads. See the Project Deliverables section for a definition of each Infor Deployment Method phase.

1.2 Project Schedule and Timeline

Total Project duration is estimated at 21 months (inclusive of Post Go-Live Support as defined in the Post Go-Live Support Scope section) for all Project waves.

The estimated duration for each Project wave/rollout is as follows:

Project Wave/Rollout	Project Wave/Rollout Description	Duration
Project Wave: WFM	Migrate Workforce Management for 2 Agencies	5 Months plus 1 Month post go-live Support
Project Wave: ERP	Migrate Financials, Supply Management, HCM and Payroll	14 Months plus 1 Month post go-live Support

The graphic below depicts the estimated Project timeline with key tasks by Project wave.

Phase	Months																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
WFM Cloud Migration of Dept. of Corrections and Safety	Inception	Elaboration	Construction	Transform	Optimize																
CloudSuite Migration- CSFSM, HCM and Payroll, IDM, Birst							Inception		Elaboration			Construction					Transform		Optimize		
Organizational Change Management and End User Training				Staff Augmentation																	

Project Schedule and Timeline Assumptions and Obligations:

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.

At the beginning of each Project wave, Customer and Infor will meet to agree upon the activities required to accomplish the objectives of that Project wave and develop a Project plan, schedule, and final Project timeline.

[Remainder of page intentionally left blank]

2.0 Project Scope

The scope of the Project is based on information given to Infor by Customer and the key assumptions detailed in this Work Order. Any changes to the information provided or deviations from the assumptions may result in the need for revisions to the timeline, fees and/or scope set forth in this Work Order which will be addressed pursuant to the change control process as defined in the Project Change Control Process section below.

2.1 Business Processes included in Project Scope

Infor "Industry Process Catalog" is a repository of documented model industry-specific business processes ("Business Processes") derived from Infor's experience implementing similar customers.

Business Processes are either Core, Differentiator, or Unique, as defined below:

"Core" means Business Processes that will be implemented without changes. The scope of the Services hereunder for Core Business Processes is limited to testing and deployment only. Customer will adjust its business process as needed to adopt the Core Business Process.

"Differentiator" means Business Processes that will be implemented with minor changes. Customer will adjust its business process as needed to adopt the Differentiator Business Process.

"Unique" means either those Business Processes that will be implemented with major changes or a new business process. For business processes identified herein as "Unique," the scope of the Services hereunder includes the identification, design, build, testing and deployment of the Customer-specific unique business process.

The number of in-scope Business Processes identified as Core, Differentiator, and Unique are as follows:

Business Process Category	# of in-scope Business Processes
Core	349
Differentiator	122
Unique	9

Business Processes included in Project Scope Assumptions and Obligations:

1. A listing of the in-scope Business Processes (BRE-100-V2022.04) associated with the Service Fees stated in Section 7 of this Work Order ("In-Scope Business Processes") will be stored in the Project document repository maintained by Infor for this Project.
 - a. CSF-FSM Estimator v18 - State of New Hampshire – V1
 - b. Process Configurations-Scope State of New Hampshire
2. During the Project and with the Customers approval, Infor may re-classify Business Processes in accordance with the above definitions, including, without limitation, Infor's release of Updates as defined in the SaaS Service Agreement. Any such reclassification that may result in a material change in scope, timeline or cost will first be addressed via the Fixed Fee budget of 2,000 hours for business processes reclassification. Any reclassification above and beyond 2,000 hours will be pursuant to the Project Change Control Process. Infor will provide an estimate for the reclassification of business processes ahead of 2000 hours usage.
3. Any adjustments to the Business Processes shall be made using Infor approved tools.

2.1.1 ERP Subscription Software Implementation included in Project Scope

Subscription Software
CloudSuite Public Sector (Financials, Supply Management, Human Resources/Talent/Payroll)
Infor Document Capture
User Adoption Platform
Birst Enterprise

The Subscription Software identified in the table above is required to support the In-Scope Business Processes and shall be referred to as the "In-Scope Subscription Software."

In-Scope Subscription Software Assumptions and Obligations:

1. As a general rule, and except as otherwise required by applicable legal requirement, all processes will be built to support all Customer business units globally and therefore such processes will remain unchanged during any future rollout to subsequent locations.
2. Any translations driven by localization requirements will be the responsibility of Customer.

2.1.2 Workforce Management (WFM) Software included in Project Scope

On-Premise Software
Infor Workforce Management

For the Departments of Correction and Safety, Infor WFM currently in production (on Premise) will be migrated to Infor WFM Multi-Tenant V7.X. The following outlines the scope of this effort.

Activity	Responsible	Assumption	Details
Environment Provision	Infor Cloud Ops	Cloud Environments need to be provisioned prior to executing DB and Code migrations	Infor Cloud Ops will provision the WFM MT V7.X environments in the Infor Cloud
Custom Code Evaluation	Infor	Once the custom code evaluations have been completed by Infor some customizations may not be able to be migrated to WFM MTV7.X. These will be reviewed with the customer with options on adapting to the associated WFM core functionality.	Infor, with the Customer's assistance, will review all customizations in the current on-premise WFM system. Based on the evaluation all custom rules that can be converted to the WFM Scriptable Rule framework will be performed by Infor. If any customizations cannot be migrated to MT WFM, then the Customer will need to look at process re-engineering to adapt to the associated core WFM processes.
DB Upgrade	Infor		Execute the DB upgrade scripts to a copy of the Customer's PROD on-premise DB. Once

Activity	Responsible	Assumption	Details
			upgraded the DB will be imported to all WFM MT Environments for testing processes.
Custom Code Migration	Infor	Path forward on converting the current customizations to MT WFM Scriptable Rule framework will be dependent on the outcomes of the custom code evaluation.	All custom code identified in the Custom Code Evaluation will be rewritten by Infor to the WFM Scriptable Rule framework. Once the effort for converting custom code to the WFM MT V7.X environment no custom code updates can be performed in the Customer's current on-premise systems.
Cognos Reports	Infor		Customer can allocate effort from the Birst pool of hours within this SOW to assist in converting Cognos reports to BIRST as part of the WFM migration.
Regression Testing	Customer	For core functionality related regression testing, the Customer will work with the Infor Product Support via Infor Support system tickets for resolutions. Pre-existing issues are not covered in scope of this project.	Customer will perform full system regression testing activities once the DB and Code have been migrated to WFM MT V7.X. Infor will perform remediation of issues arising from its upgrade activities. For any issues where customizations are involved, Infor Consulting Services will attend and resolve these issues.
User Acceptance Testing (UAT)	Customer	In Preparation of the UAT cycle Infor will perform a fresh migration of the current on-premise Prod DB to have current data in the system.	The Customer will lead and execute a User Acceptance Testing cycle at a designated location where all State users and Infor resources can work jointly. Infor will address any issues that arise from the UAT cycle. Unless prohibited from travel or being onsite at State offices, a designated team of Infor leads will be onsite for the UAT cycle and will coordinate issue

Activity	Responsible	Assumption	Details
			resolution with any remote Infor resources.
Code Freeze	Customer		<p>A code freeze needs to be in place for current Customer's production on-premise environment prior to the office go-live cutover.</p> <p>Should the Customer have configuration changes after the code freeze period that are required during this upgrade project, the Customer will be responsible for ensuring that the configurations are in place after the final PROD migration is performed.</p>
Cut-over planning and Dry Run	All		The Infor Consulting Services team will contribute a go-live plan which will include a dry run of the upgrade process.
Final Go-live	All		Infor consulting will provide support to the Customer in the final execution of the upgrade go-live, including the migration of any remediations that were identified and corrected during testing.

The Subscription Software identified in the table above is required to support the In-Scope Business Processes and shall be referred to as the "In-Scope Subscription Software."

In-Scope Subscription Software Assumptions and Obligations:

1. As a general rule, and except as otherwise required by applicable legal requirement, all processes will be built to support all Customer business units globally and therefore such processes will remain unchanged during any future rollout to subsequent locations.
2. Any translations driven by localization requirements will be the responsibility of Customer.

2.2 Organizational and Geographic Scope

All Project activities will be conducted either remotely or at a Customer site, at Infor's discretion, for the following Customer locations and/or business units ("Organizational and Geographic Scope"):

Country/Location	Customer Business Unit	Comments
United States/Concord, NH	Single Project Location	

Organizational and Geographic Scope Assumptions and Obligations:

1. Customer will coordinate and support communication with all Customer locations and/or business units, as necessary.
2. Implementation effort for any locations not listed in the above table are out of scope for the Project.
3. Project and documentation language will be in the English language only.

2.3 Reports, Interfaces, Conversions, Extensions (“RICE”) Scope

Exhibit 1 Reports, Interfaces and Extensions and Exhibit 2 Data Conversions/Data Migrations detail the “RICE” objects in scope for this Project.

The following section details the RICE development scope, definitions, and responsibilities for the Project.

2.3.1 RICE Definitions

“**Complexity**” means the assumed difficulty of the task as of the Effective Date and is generally classified based on the highest category (low, medium, or high) in which one of the assumptions of such category below applies.

- “**Reports**” means the access to Infor and non-Infor Customer data for presentation, analysis, and distribution. Report Complexity is defined as follows:
 - Low:** Changes are cosmetic or involve minimal enhancements to business logic. Functional requirements are simple and easy to understand. Downstream processes are not impacted.
 - Medium:** Reports are analytical in nature using standard delivered cubes and data models. Changes to or additions of complex business logic are required. Functional requirements are complicated and require periodic clarification. Downstream processes may be affected and need to be tested in conjunction with the configuration.
 - High:** The configuration involves multiple interrelated business processes and complex logic. Transactional reports that use relational database. Functional requirements are very complicated and require clarification and refinement throughout the development process. A substantial number of objects are created.
- “**Interfaces**” means those objects that allow data to move either into or out of the configured Software, either in batch, real-time or near-real time. Interface Complexity is defined as follows:
 - Low:** The Interface uses a batch method with a one-to-one relationship between legacy system and Infor tables. Field mapping is straight forward with little, or no data translation or transformation required and limited to one table with a maximum of 20 fields. Standard Infor objects are available to facilitate the data import. No synchronization or validation tables are required.
 - Medium:** The Interface may involve the batch method with a one-to-many or many-to-one relationship between the legacy system and Infor tables. Synchronization is not required. Requires the use of FTP. Some complexities exist with respect to field mapping and data translation. Multiple cross-system validation tables are required. Medium complex Interfaces: (a) have a maximum of two systems, three tables, and thirty fields; (b) utilize simple data transformation, e.g., xml parsing; (c) have fixed length for all records; and/or (d) standard Infor objects are available to facilitate the data import with minimal programming required.
 - High:** The Interface method may be batch, real time, or near-real time. There is system interdependency and systems must be always in sync. High Complexity includes many-to-many relationships between the legacy system and Infor tables. Multiple cross system validation tables are required. Other features of High Complexity are: (a) a maximum of three systems, five tables, and fifty fields; (b) requires very complex field mapping and data translation; (c) uses complex queries/conditions/calculations and/or data transformation; (d) contains files with varying lengths per record; and/or (e) standard Infor objects are not available to facilitate the data import and requires complex programming, including any or all the following: use of web services, batch jobs, updates to Infor security.

- **“Data Conversion”** means the efforts associated with the analysis, cleansing, transformation/mapping, loading, and reconciling of current or historical data from prior Infor or non-Infor systems into current/new Infor systems, whether by manual or programmatic methods. Data Conversion Complexity is defined as follows:
 - Low:** One-to-one relationship between legacy system and Infor tables. Field mapping is straightforward with little, or no data translation required. Standard Infor objects are available to facilitate the data import.
 - Medium:** One-to-many or many-to-one relationship between legacy system and Infor tables. Some complexities exist with respect to field mapping and data translation. Standard Infor objects are available to facilitate the data import or minimal custom programming is required.
 - High:** Many-to-many relationship between legacy system and Infor tables. Very complex field mapping and data translation required. Standard Infor objects are not available to facilitate the data import requiring complex custom programming.
- **“Extensions”** means the development of objects to extend Infor functionality using Infor-provided tools (e.g., workflows, forms, scripts, widgets, and homepages). Extensions do not amend source code and are generally upgrade tolerant. Extension Complexity is defined as follows:
 - Low:** Changes are cosmetic or involve minimal enhancements to presentation or business logic. Functional requirements are simple and easy to understand. Downstream processes are not impacted.
 - Medium:** Changes to or additions of complex presentation or business logic are involved. Functional requirements are complicated and require periodic clarification. Downstream processes may be affected and need to be tested in conjunction with the configuration.
 - High:** The configuration involves multiple interrelated business processes and complex logic. Functional requirements are very complicated and require clarification and refinement throughout the development process. A substantial number of objects are created.

RCI Matrix Codes (to be applied to all RCI tables)	
R	Responsible: The Project resources who perform the work to complete a Deliverable.
C	Consulted: The Project resources whose opinions are sought through two-way communication.
I	Informed: The Project resources who are notified about the completion of a Deliverable.

2.3.2 Reports Scope

Exhibit 1: Reports, Interfaces, Extensions lists the Reports to be developed by Infor.

Each party’s responsibility as related to such Reports is as follows:

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Reporting Strategy	Define Reports strategies and requirements	R	R		Reporting Strategy (REP-010)
Reporting tools, Data cubes, Dashboards & Visualizer Workshop(s)	How to create dashboards and reports with Customer data using Infor reporting and analytics tools. Participants: Key Customer stakeholders	R	C	See Structure Workshops Scope section	Skilled Project Team (TRN-030)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Reporting Requirements	Customer analyzes and documents Reports business requirement(s)	C	R		Reporting Requirements Catalog (REP-020)
Reporting Tool Configuration	Configuration of operational reporting tool refreshes	R	C	Up to 3 data loads from Infor source data into Infor analytics.	Application Setup Information (MCO-070)
Functional Security Overview Workshop(s)	Overview of the pre-configured Ming.le security roles and related accessibility to reporting tools and dashboards including pre-configured data-level security. Participants: Key Customer stakeholders	R	C	One (1) overview workshop per business application. See User Security section below.	Define Functional Security (MCO-080)
Functional and Technical Design specification	Functional specifications are instructions on how the Report object should function. Technical specifications are instructions on how the Report is developed.	R	C	Party responsible for Report development develops functional and technical specifications.	Report Specification (REP-060)
Develop Report	Report developed in accordance with functional and technical specifications.	R	C	Party responsible develops Report and documentation.	Implement Custom Extensions (DES-030)
Unit Test	Report is tested to confirm it functions in accordance with functional and technical specifications.	R	C	Party responsible follows unit test specifications to test Report, document results and make changes, as necessary.	Custom Extension Test Results (TES-070)
Report Validation	Customer performs final test of Report to confirm operability and accuracy.	C	R	Customer documents Report results and refers changes to party responsible for Report development.	Custom Extension Integration Test Results (TES-080)

2.3.3 Interfaces Scope

Exhibit 1: Reports, Interfaces, Extensions lists the Interfaces to be developed by Infor.

Each party's responsibility as related to such Interfaces is as follows:

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Define Interface strategies and requirements	Customer analyzes and documents Interface requirement(s).	C	R		Integration Strategy and Governance (TAR-030)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Functional and Technical Design specification	Functional specifications are instructions on how the Interface should function. Technical specifications are instructions on how the Interface is developed.	R	C	Party responsible for Interface development develops functional and technical specification.	Analysis Specification (ANA-050) Design Specification (DES-020) Integration Specification (TAR-040)
Develop Interface and test script(s)	Interface developed in accordance with functional and technical specifications. Customer is responsible for building the third-party side of interfaces.	R	C	Party responsible develops Interface for testing as required.	Custom Extensions (DES-030)
Unit test	Unit test of Interface to confirm operability.	R	C	Party responsible follows unit test specification to test Interface and document results.	Custom Extension Unit Test Results (TES-070)
Integration test	Customer performs final test of Interface to confirm operability.	C	R	Customer documents test results and refers changes to party responsible for Interface development.	Custom Extension Integration Test Results (TES-080)

2.3.4 Data Conversion Scope

Exhibit 2: Data Conversions/Data Migrations lists the Data Conversions to be completed by Infor.

Each party's responsibility as related to such Data Conversions is as follows:

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Data Conversion Preparation Workshop	Infor-led workshop to review data conversion scope, process, schedule, and responsibilities.	R	C	Customer Project Team members responsible for data cleanup, mapping, validation to attend.	Data Acquisition, Conversion and Data Quality Strategy (DCO-020)
Data Cleansing and Mapping	Conversion mapping completed, along with an extract file layout to be used for data extraction from the source system.	R	C	Customer is responsible for all data cleanup necessary for the conversion (date formats, missing nulls, etc.). Infor mapping tools and upload templates are used where applicable.	Data Mapping
Data Validation Preparation Workshop	Infor-led workshop to discuss conversion mapping and manual conversion procedures.	R	C	Customer Project Team members responsible for data cleanup, mapping, validation to attend.	Manual Conversion Procedures, (DCO-050)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Data Extract, Transformation and Load	Conversion components required for data extraction from the legacy system into the target system are either provided by Customer or coded and the run sequence is identified. Legacy data extracted, transformed and loaded to target system using required format and data map described above.	R	C	Infor mapping tools and upload templates are used where applicable	Implement Conversion Components
Data Conversion-SIT	All data fields are reviewed by Customer business owner(s) to ensure that data is accurate and meets the business requirements after each testing cycle. Customer business owners test the critical business processes after each testing cycle.	R	C	Infor CloudSuite data conversion tools and templates are used. (ex., Spreadsheet Designer)	Converted and Verified Data- SIT (DCO-120) Manual Updates Applied (DCO-130)
Data Conversion-UAT	All data fields are reviewed by Customer business owner(s) to ensure that data is accurate and meets the business requirements after each testing cycle. Customer business owners test the critical business processes after each testing cycle.	C	R	Infor CloudSuite data conversion tools and templates are used (ex., Spreadsheet Designer).	Converted and Verified Data- UAT (DCO-120) Manual Updates Applied (DCO-130)
Data Conversion-Production	All data fields are reviewed by Customer business owner(s) to ensure that data is accurate and meets the business requirements after each testing cycle. Customer business owners test the critical business processes after each testing cycle.	C	R		Converted and Verified Data- Production (DCO-120) Manual Updates Applied (DCO-130)

2.3.5 Data Migration Scope—Data Migration Factory

"Data Migration" means the efforts associated with the analysis, cleansing, mapping, loading, transforming, validating and reconciling of current or historical data from prior Infor systems into current Infor systems whether by manual or programmatic methods.

Exhibit 2: Data Conversions/Data Migrations lists the Data Migrations to be completed by Infor.

Each party's responsibility as related to such Data Migration using the Infor Data Migration Factory is as follows:

Deliverable*	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Data Cleansing and Mapping	Migration mapping completed for chart of accounts structure and/or HR structure as applicable.	R	C	Customer is responsible for all data clean up necessary for the conversion (date formats, missing nulls, etc.). Infor mapping tools and upload templates are used where applicable.	Data Mapping (DCO-040)
Pre migration steps	Customer to complete pre migration steps for each data migration pass.	C	R		Pre-migration check list
Post migration steps	Post migration steps for each data migration pass.	R	C		Post-migration check list
Data validation and rationalization	All data fields are reviewed by Customer business owner(s) to ensure that data is accurate and meets the business requirements after each testing cycle. Customer business owners test the critical business processes after each data migration pass/testing cycle.	C	R	Infor CloudSuite data conversion tools and templates are used. (ex., Spreadsheet Designer)	Converted and Verified Data- SIT (DCO-120) Manual Updates Applied (DCO-130)

*NOTE: Refer to KB 2213690 Data Migration Factory for additional details.

Data Conversion and Migration Scope Assumptions and Obligations:

1. Infor will be responsible for data clean up; however de-duplication (if any) is the responsibility of the Customer.

2.3.7 Extensions Scope

Exhibit 1: Reports, Interfaces, Extensions lists the Extensions (e.g., workflows, forms, scripts, widgets, and homepages) to be developed by Infor.

Each party's responsibility as related to such Extensions is as follows:

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Define Extension strategies and requirements	Customer analyzes and documents Extension business requirement(s).	C	R		Custom Extension Strategy (DES-010)
Functional and Technical Design specification	Functional specifications are instructions on how the Extension should function. Technical specifications are instructions on how the Extension is developed.	R	C	Party responsible for Extension object develops functional and technical specification.	Analysis Specification (ANA-050) Design Specification (DES-020)
Develop Extension and test script(s)	Extension developed in accordance with functional and technical specifications.	R	C	Party responsible develops Extension for testing as required.	Custom Extensions (DES-030)
Unit test Extension	Unit test Extension to confirm operability.	R	C	Party responsible follows unit test specification to test Extension and document results.	Custom Extension Unit Test Results (TES-070)
Custom extension integration test	Customer performs integration test of Extension to confirm operability.	C	R	Customer documents test results and refers changes to party responsible for Extension.	Custom Extension Integration Test Results (TES-080)

2.3.9 RICE Scope Assumptions and Obligations

1. In addition to Infor's responsibilities as described in Exhibit 1 and Exhibit 2, where applicable, a listing of all in-scope RICE with assigned responsible party and Complexity will be stored in the Project document repository maintained by Infor.
2. Standard delivered RICE will be used in all cases where available.
3. Customer is responsible for ensuring all Customer-responsible development items are accurate and is responsible for data validation efforts associated with all testing.
4. Only Infor approved tools and file formats will be used for RICE development (e.g., Infor Process Automation, Software Development Kit, Mongoose, Spreadsheet Designer).
5. Customer will provide Infor access to any environment, data, and systems as necessary to test RICE.
6. Customer will co-ordinate the testing schedule with its third-party vendors.

2.3.10 Infor Document Capture Scope

"Infor Document Capture" or "IDC" is In-Scope Subscription Software that enables scanned documents to be imported, classified, extracted, validated, stored in the Infor Document Management ("IDM") archive, and linked to the corresponding Infor data record for Customer access.

Each party's responsibility as related to IDC is as follows:

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
IDC Kick-off	Introduce IDC scope, prerequisites, and strategy	R	C		IDC pre-requisite list
IDC Prerequisites	Customer completes IDC prerequisites	C	R		Completed IDC pre-requisite list
IDC Requirements Gathering	Infor analyzes and documents Customer IDC business and integration requirement(s). Customer validates and approves.	R	C		Analysis Specification (ANA-050)
IDC Configuration	Configuration & integration with Infor OS & IDM In-scope document types : <ul style="list-style-type: none"> AP Invoice – 15 vendor templates Purchase Quote received from Vendor – 15 vendor templates W-9 from Vendor – 1 template Configure : 6 Document Types for Fuzzy Lookup	R	C	Up to 2 environments (TEST and PROD). Minimum 5-10 samples to be provided for each vendor template to configure variations.	Application Setup Information (MCO-070)
IDC Validation	Infor performs test of IDC to confirm operability	R	C	Infor documents validation results	Customer sign-off validation results
Knowledge Transfer Workshop	3 Days Train the trainer workshop with trainer documentation	R	C	Up to 4 Participants	Skilled Project Team. (TRN-030)

Infor Document Capture Scope Assumptions and Obligations:

1. Customer will provide an Internet Message Access Protocol (“IMAP”) enabled mailbox to monitor for in-scope document types.
2. All data items requiring extraction will be legible, noise free, and stamps not overlap index fields to be captured (header/line items) with clear indicators of the value description. Images must be provided at minimum 300DPI production scan quality.
3. Workflow configurations to be developed by Infor are included in the RICE -Extension section and Exhibit 1 of this Work Order.
4. Customer to provide support for non-English translations where applicable.
5. Out of scope:
 - a) IDC interfaces with other than IDM system
 - b) documents scanned using non-supported scanners

- c) hand-written documents
- d) migration of existing data
- e) additional formats
- f) end user documentation
- g) volume testing

2.4 Structure Workshops Scope

"Structure Workshops" are Infor consultant-led discussions to prepare Customer Project Team members to participate in the Project. Structure Workshops are not formal training and do not include Infor Education training materials or require an Infor Education training environment.

Structure Workshop	Project Wave	Duration (Days)	# of Attendees
Cloud Technology and RICE Tools Overview Workshop	2	Up to 5	Up to 14
Global Ledger Structure Workshop	2	Up to 5	Up to 14
Global HR Organizational Structure Workshop	2	Up to 5	Up to 14

2.5 Organizational Change Management Scope

"Organizational Change Management" or "OCM" means the work effort 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.

Each party's responsibility as related to OCM is as follows:

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Change Readiness Assessment	Assess Customer change readiness with recommendations to achieve Customer-desired change adoption outcomes.	R	C		Organizational Change Readiness Assessment (OCM-010)
Confirm OCM Alignment with Customer	Ensure Customer Project Sponsor and key stakeholders understand and agree upon the magnitude of the change, the Customer's readiness for the change, and the desired Project change outcomes.	R	C		Aligned Leaders (OCM-020)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Document High-Level Case for Change	Benefits and value drivers for Customer change adoption.	R	C		High-Level Case for Change (OCM-030)
Develop OCM Strategy & Roadmap	OCM strategy and roadmap to drive Customer change adoption.	R	C	Customer will provide the necessary OCM resource(s), including a lead, sponsors and business area representatives from their respective areas, for Customer OCM responsibilities in accordance with OCM strategy.	OCM Strategy and Roadmap (OCM-040)
OCM Plan	Detailed OCM plan in accordance with OCM Strategy and Roadmap (OCM-040).	R	C		OCM Plan (OCM-080)
Develop End User Communications Strategy & Roadmap	Strategy and roadmap for Project-related communications with end users.	R	C		End User Communications Strategy and Roadmap (OCM-050)
Develop and execute End User Communications Plan	Plan to communicate with end users in accordance with End User Communications Strategy and Roadmap (OCM-050).	R	R		End User Communications Plan (OCM-090)
Develop End User Communications Campaigns	Develop, conduct, and monitor Project-related end user communication campaigns.	R	R	Customer responsible for all costs associated with the execution and distribution of End User communications (e.g., Project website, printing, shipping, multi-media components of communications).	End User Communications Campaigns (OCM-140)
Engagement Strategy & Roadmap	Strategy and roadmap to engage Customer Project stakeholders and end users.	R	C		Engagement Strategy and Roadmap (OCM-060)
Engagement Plan	Plan to engage Customer Project stakeholders and	R	C		Engagement Plan (OCM-100)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
	end users in accordance with Engagement Strategy and Roadmap (OCM-060)				
Execute Organizational Engagement	Track and manage OCM engagement activities.	R	R		Engaged Organization (OCM-170)
Establish Change Champion Network	Define, establish, and recruit Customer Change Champion Network.	R	R		Established Change Champion Network (OCM-150)
Manage Change Champion Network	Track and manage Customer Change Champion Network.	C	R		Managed Change Champion Network (OCM-160)
Develop End User Readiness Strategy & Roadmap	Strategy and roadmap for end user readiness.	R	C		End User Readiness Strategy & Roadmap (OCM-070)
Develop End User Readiness Plan	Readiness plan for end users in accordance with End User Readiness Strategy and Roadmap (OCM-070).	R	C		End User Readiness Plan (OCM-110)
Conduct End User Impact Analysis	Identify and analyze change and its impact on Customer Project stakeholders and end users.	R	C		End User Impact Analysis (OCM-180)
Develop Job and Role Transition Plan	End user job and role transition plan developed in accordance with End User Impact Analysis (OCM-180)	R	C		Job and Role Transition Plan (OCM-190)
Implement Job and Role Transition Plan	Implement end user job and role transition plan in accordance with Job and Role Transition Plan (OCMTe-190).	C	R	Customer responsible for: a) any required organizational and/or job design effort b) communicating job changes to impacted employees.	Implemented Job and Role Transition Plan (OCM-200)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Develop End User Adoption Measurement Plan	Develop adoption measurement plan for end users with relevant metrics and targets.	R	C		End User Adoption Measurement Plan (OCM-120)
Measure End User Adoption	Track and measure Customer change adoption in accordance with End User Adoption Measurement Plan (OCM-120)	C	R		Measured End User Adoption (OCM-210)
Develop Adoption Reinforcement Strategy & Roadmap	Develop strategy and roadmap to reinforce Customer change adoption post Project Go-Live.	C	R		Adoption Reinforcement Strategy & Roadmap (OCM-220)

2.6 Project Team Education Scope

"Project Team Education" is Infor-led training to prepare Customer Project Team members to participate in the Project. Project Team Education may include Public Education Events, Private Education Events, Self-Directed Learning and Private Training Workshops.

"Public Education Event" is an instructor-led training event conducted in accordance with the Public Education Event schedule and available to customers for public enrollment. Public Education Events are delivered either virtually or at an Infor facility. Services are billed on a per attendee/per day basis and include instructor time, training materials, and training environment.

"Private Education Event" is an instructor-led training event delivered either virtually or at a customer-provided site. Services are billed on a daily basis based upon the number of attendees and include instructor time, training materials, and training environment. Instructor travel and living expenses, if incurred, are billed separately in accordance with the terms of this Work Order.

"Self-Directed Learning" or **"SDL"** is a self-paced course available for customer enrollment on an on-demand basis. SDL courses are billed on a per attendee/per day basis and include training materials and access to an Infor instructor via social collaboration.

"Private Training Workshops" are workshop-oriented training events and may not include formal training materials or training environment. Hands-on exercises are conducted using the customer's test/training environment. Services are billed on an hourly basis and may include preparation time to configure the environment prior to the Private Training Workshop. Instructor travel and living expenses, if incurred, are billed separately in accordance with the terms of this Work Order.

The following table lists in-scope Public and Private Education Events, Self-Directed Learning and/or Private Training Workshops. Course Title	Duration (Days)	Delivery Mode	Number of Attendees
Infor Financials & Supply Management: Foundation Differences to Lawson	2	Private Education Event	14
Infor OS: Using Infor OS Features with CloudSuite Financials and Supply Management	1	Training Guide	Unlimited

The following table lists in-scope Public and Private Education Events, Self-Directed Learning and/or Private Training Workshops.Course Title	Duration (Days)	Delivery Mode	Number of Attendees
CloudSuite Financials: Configuring and Administering Global Ledger	3	Private Education Event	14
Infor Financials & Supply Management: Administering Project Ledger	1	Training Guide	Unlimited
Infor Financials & Supply Management: Configuring and Administering Project Invoicing and Revenue	2	Public Education Event	3
CloudSuite Financials: Configuring and Administering Global Ledger Allocations	1	Training Guide	Unlimited
Infor Financials & Supply Management: Configuring and Administering Cash Management	3	Training Guide	Unlimited
CloudSuite Financials: Configuring and Administering Grant Accounting	3	Public Education Event	3
Infor Financials: Configuring and Administering Close Management	1	Public Education Event	3
Infor Financials & Supply Management: Configuring and Administering Reconciliation Management	1	Public Education Event	3
Infor Financials & Supply Management: Financials Differences To Lawson	4	Training Guide	Unlimited
Infor d/EPM Platform: v12 Creating Reports with Application Studio	2	Public Education Event	2
Global HR: v11 Foundation	2	Private Education Event	14
Infor OS: Using Infor OS Features with CloudSuite HCM	1	Training Guide	Unlimited
Global HR: v11 Configuring and Administering Global HR	3	Private Education Event	14
Global HR: Configuring and Administering Benefits	5	Self-Directed Learning	2
Global HR: Configuring and Administering Absence Management and Time Entry	4	Self-Directed Learning	2
Infor HR Talent: HR Payroll Foundation	2	Private Education Event	14
Global HR: Designing Reports	1	Training Guide	Unlimited
Birst: Foundations - Administrator	2	Public Education Event	2
Birst: Foundations - Analyst	2	Private Education Event	14
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 Security for the Cloud	2	Public Education Event	2
Landmark Technology: Administering Landmark Security for the Cloud	3	Public Education Event	2

The following table lists in-scope Public and Private Education Events, Self-Directed Learning and/or Private Training Workshops. Course Title	Duration (Days)	Delivery Mode	Number of Attendees
Landmark Technology: Using Spreadsheet Designer for Microsoft Excel	1	Training Guide	Unlimited
Landmark Technology: Designing and Administering Processes Using Infor Process Automation for the Cloud	4	Public Education Event	2
Landmark Technology: Designing and Administering Configuration Console	5	Public Education Event	2
Infor Financials & Supply Management: Configuring and Administering Contract Management	4	Public Education Event	3
Infor Financials & Supply Management: Configuring and Administering Strategic Sourcing and Supplier Portal	3	Public Education Event	3
CloudSuite Supply Management: Features Delta and Functionality Differences to Lawson (SCM Subset)		Training Guide	Unlimited
Infor OS: Configuring and Administering ION API	2	Public Education Event	3
Infor OS: Configuring ION Connect	1	Public Education Event	3
Talent Management: v11 Configuring and Administering Transition Management	2	Public Education Event	3
Talent Management: v11 Configuring and Administering Talent Acquisition	5	Self-Directed Learning	2
Talent Management: v11 Configuring and Administering Goal Management	1	Private Education Event	14
Talent Management: v11 Configuring and Administering Compensation Management	3	Public Education Event	3

Project Team Education Scope Assumptions and Obligations:

1. For Private Education Event(s) delivered at Customer-provided sites, Customer will provide participants with meeting/training room accommodations, a computer workstation for every attendee, internet access on all workstations for access to Infor training environment or Customer environment (as applicable), printer access from each workstation, white board and flipchart with markers, and a computer projector.
2. Public Education Events are delivered either at an Infor Public Education center or virtually. Customer is responsible for travel and living expenses to attend Public Education Events. For Public Education Events delivered virtually, Customer will provide participants with computer workstations with internet access and either headsets or a private room during class time.
3. The Public Education schedule is updated and published each month at <https://www.infor.com/resources/infor-education-public-training-schedule>. If Customer requires a delivery date other than those offered in the published Public Education Event schedule, the following alternatives may be available, and will be addressed pursuant to the Project Change Control Process:
 - Replacing a Public Education Event with the corresponding SDL offering.
 - Replacing a Public Education Event with a Private Education Event.
4. Recording, including without limitation, audio, video, and screen capture is not permitted during any Project Team Education event and/or Private Training Workshop unless otherwise approved and conducted by Infor.

2.7 End User Training Scope

"End User Training" or "EUT" means the work effort related to understanding, designing, developing, and delivering training to Customer end users impacted by the Project.

Each party's responsibility as related to EUT is as follows:

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Define End User Training Strategy	Overall EUT strategy for targeted end users based on training needs assessment.	R	C	Customer will provide EUT lead and EUT business owners/subject matter experts in accordance with EUT strategy.	End User Training Strategy (TRN-040)
Create End User Training Curriculum and Development Plan	High-level outline of EUT curriculum and detailed plan to develop EUT materials.	R	C		End User Training Curriculum and Development Plan (TRN-045)
Prepare End User Training	Develop EUT materials in accordance with EUT Strategy (TRN-040) and EUT Curriculum and Development Plan (TRN-045).	R	C	<p>Pursuant to Section 2.8.1 Assumption #4, one (1) NON-PROD (TRN) tenant is required for EUT development and delivery.</p> <p>Training deliverables will be prepared and delivered in English only.</p> <p>Deliverables include 2 hours of eLearning; 24 hours of content for instructor-led training; 4 knowledge transfer agenda; 300 procedures/ simulations.</p>	End User Training Environment & Materials (TRN-050)
Develop End User Training Delivery Plan	Prepare EUT learning environment and logistics plan for EUT delivery.	R	R	Customer is responsible for all EUT delivery logistics, including: i.) enrolling and scheduling trainees and trainers, ii.) printing and shipping course	End User Training Delivery Plan (TRN-055)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
				materials, iii.) securing and preparing training equipment, facilities, and other physical plant requirements.	
Conduct End User Training	EUT delivered in accordance with EUT Training Delivery Plan (TRN-055).	R	R	Pursuant to Section 2.8.1 Assumption #4, one (1) NON-PROD (Sandbox) tenant is required for post-EUT hands-on practice if applicable. Includes a train-the-trainer program so SoNH can maintain delivery to new hires.	Skilled Users (TRN-060)
Post Go-Live Training Recommendations	EUT recommendations following Project close.	R	C		Post Go-Live Training Recommendation Report (TRN-070)

2.7.1 User Adoption Platform (UAP) Scope

“User Adoption Platform” or “UAP” means the Infor learning development platform used to develop training content. Customer must have purchased a license for UAP pursuant to a separate agreement.

Each party’s responsibility as related to UAP is as follows:

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Configure, integrate, and establish UAP platform	UAP Administration and Training Manager Training (4 days) Participants: Customer UAP managers and content developers	R	C	Agenda includes: requirements gathering and design sessions UAP approach for training development, delivery and end user support define document standards and development process create Customer-specific UAP templates	Skilled Project Team (TRN-030)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
UAP Author enablement	UAP Developer Training (3) days Participants: Customer UAP content developers	R	C	Agenda includes: content creation content editing/publishing	Skilled Project Team (TRN-030)
UAP Support	UAP support for Customer UAP execution Participants: Customer UAP managers and content developers.	R	C	Activities include: coaching and support system/template refinement	Skilled Project Team (TRN-030)

2.8 Technical Infrastructure and Security Scope

The Infor technical Project lead/manager works in collaboration with the Customer technical Project lead/manager to coordinate and oversee Project-related technical plans, activities and resources as directed by the respective party's Project Manager.

Each party's responsibility is as follows:

Technical Project Lead/Manager Task	Infor	Customer
Develop and maintain the technical tasks on the Project Management Plan.	R	R
Assign and schedule the respective party's technical Project resources	R	R
Oversee the respective party's technical Project activities and Deliverables	R	R
Report Project-related technical status and activities as required by the respective parties.	R	R
Manage risk and issue resolution process for technical tasks	R	R
Review and accept, if applicable, technical Deliverables	C	R

2.8.1 Technical Infrastructure Scope

Each party's responsibility as related to technical infrastructure is as follows:

Deliverable	Deliverable Description	Infor	Customer	Deliverable Completion
CloudSuite Technical Configuration	Verify Simple Mail Transfer Protocol ("SMTP") and Security File Transfer Protocol ("SFTP"). Create Customer-specific parameters for In-Scope Subscription Software. Create initial setup for Business Object Documents ("BODs") and Infor Message Service ("IMS"). Establish Infor Document Management metadata. Establish user experience (e.g., homepages, in context applications, mobile access).	R	C	Initially Configured CloudSuites (CIP-090)
Configuration Management Plan	Define Project configurations and how they will be identified and managed.	R	C	Configuration Management Plan

Deliverable	Deliverable Description	Infor	Customer	Deliverable Completion
				CMA-010
Environment and Patch Management Plan	Define the tenant strategy for the Project for 3 tenants.	R	I	Tenant Strategy (CMA-050B)
Software Release Management Plan	Manage release planning and identify and document Customer responsibilities	R	R	Software Release Management Plan CMA-040

Technical Infrastructure Scope Assumptions and Obligations:

1. System technology related fees and activities, including In-Scope Subscription Software provisioning and tenant support during the Project, are covered by the SaaS Service Agreement under which access to the In-Scope Subscription Software is provided to Customer and are not included in the scope of this Work Order.
2. Customer is responsible for all technical hardware and software administration and support not provided by Infor under this Work Order and the SaaS Service Agreement.
3. Customer will provide all required hardware and software not provided by Infor (e.g., printers, scanners, handheld devices, servers, etc.) and is responsible for ensuring procured hardware and software meets Infor compatibility requirements and procurement is completed in accordance with the Project schedule to prevent delays in the Project.

2.8.2 Security Scope

"Security" means the use of software, hardware, and procedural methods to protect applications from external threats and enforce internal data access policies.

2.8.2.1 Cloud Security/Identity Management

Each party's responsibility as related to cloud Security/identity management is as follows:

Deliverable	Deliverable Description	Infor	Customer	Assumptions	Deliverable Completion
Security planning	Security planning and discussions pertaining to integration with certified Customer-owned Identity Provider ("IdP") for the purpose of single sign-on and single logout ("SSO/SLO") to Infor Cloudsuite.	R	C	Security customizations are out of scope for the Project, including Security protocols and Security requirements related to the Infor OS CE endpoints.	Configure Identity and Access Management (CIP-080)
Federation	Federation of IdP with Infor OS Cloud Edition ("CE"). Includes the following: configuration of IdP. configuration of Infor tenants.	R	C	IdP is Security Assertion Markup Language ("SAML") 2.0-compliant or Open ID Connect ("OIDC") compliant.	Configure Identity and Access Management (CIP-080)
User Provisioning	Identification of IdP or 3rd party System for Cross-domain Identity Management ("SCIM") 2.0-compliant application to be configured for SCIM. Setup and configure SCIM to synch groups and users	R	C	Customer identity store is the system of record for Customer users. Customer will follow Infor best practices for user provisioning. If Customer does not	Configure Identity and Access Management (CIP-080)

Deliverable	Deliverable Description	Infor	Customer	Assumptions	Deliverable Completion
	between Customer identity store (e.g., Active Directory) and Infor OS CE.			have a SCIM 2.0 compliant application. Customer will provide a server to run Infor Federation Services ("IFS") standalone software.	

2.8.2.2 User Security

Each party's responsibility as related to user Security is as follows:

Deliverable	Deliverable Description	Infor	Customer	Assumptions	Deliverable Completion
Functional Security Overview Workshop	Infor conducts Customer workshop(s) to provide standard set of Security roles and classes and discuss Customer Security model.	R	C	See Structure Workshops Scope section. Customer has completed, or will complete, Infor Security Education per the Project schedule.	Skilled Project Team (TRN-030)
Security development	Customer to map users to delivered Security roles and classes.	R	R	Infor will provide up to 400 hours of Security role customizations as in scope for the Project. Customer to ensure Security design meets or exceeds Customer Security, regulatory and audit requirements.	Define Functional Security (MCO-080)
Security deployment	Deployment of Security roles to Customer users.	I	R	Infor-delivered Security roles will be used in all cases and not vary for different parts of Customer's organization. For example, a user, given a Security role, will have the same access in all areas of Customer's organization as defined by Customer's business processes.	Define Functional Security (MCO-080)
Security maintenance	Ongoing user Security maintenance and administration of user IDs (i.e., changes, additions, removal of users).	I	R		Security and Control Strategy (TAR-080)

2.9 Testing Scope

Infor Deployment Method testing encompasses a key set of testing tasks that span across multiple Infor Deployment Method Phases and include the following:

- test planning
- test scenario/script creation and editing
- test scenario/script execution
- test result triage and documentation

"System Integration Test" or "SIT" means formal testing of in scope business processes with other Infor and non-Infor systems. Prepared SIT scenarios and scripts will be used to validate end to end business processes function as required.

"User Acceptance Test" or "UAT" means formal testing of in scope business processes with other Infor and non-Infor systems. Prepared UAT scenarios and scripts will be used to confirm Software is ready to be deployed into production.

Each party's responsibility as related to testing is as follows:

Deliverable	Deliverable Description	Deliverable Prerequisites	Infor	Customer	Deliverable Completion
Testing Strategy	Customer workshop to mutually agree upon test criteria, strategy and approach.		R	R	Testing Strategy (TES-010)
Test Scripts	Infor to provide delivered test scripts for Core business processes and develop test scripts for differentiator and unique business processes, based on the categorization of business processes in Section 2.1. Customer to provide test case scenarios and validate Infor developed scripts.	Testing Strategy (TES-010)	R	C	Test Scripts utilized in SIT and UAT
SIT Plan and SIT Scripts	Customer to create the SIT Plan and SIT scripts. Customer leverages the CRP scripts and adds additional scripts as needed. (e.g., RICE and Security)	Application Setup Information (MCO-070) Functional Security Setup Information (MCO-080) Testing Strategy (TES-010)	C	R	SIT Plan (TES-040) SIT Scripts (TES-110)
SIT	Test cases are completed to record results of SIT. Customer and Infor jointly review SIT Report (TES-120) to validate business process design. Customer is responsible for any manual entry for data correction. 3 test iteration(s)	SIT Plan (TES-040) SIT Scripts (TES-110)	C	R	SIT Report (TES-120)

Deliverable	Deliverable Description	Deliverable Prerequisites	Infor	Customer	Deliverable Completion
UAT Plan and UAT Scripts	Customer to create the UAT plan and UAT scripts. Customer leverages the CRP and SIT scripts and adds additional scripts as needed.	SIT Report (TES-120) SIT Scripts (TES-110) Application Setup Information (MCO-070) Functional Security Setup Information (MCO-080) Test Strategy (TES-010)	C	R	UAT Plan (TES-050)
UAT	Test cases are completed to record results of UAT. Customer and Infor jointly review UAT Report to determine any discrepancies in the business process design. Customer is responsible for any manual entry for data correction. 3 test iteration(s)	UAT Plan (TES-050) SIT Scripts (TES-110) SIT Report (TES-120)	C	R	UAT Report (TES-150)

Testing Scope Assumptions and Obligations:

1. Infor provides knowledge transfer to help Customer to develop the overall test strategy and plans.
2. Infor conducts test preparation workshops prior to each testing cycle to describe the testing process, including roles and responsibilities, Acceptance Criteria, documentation requirements and issue resolution.
3. Infor and Customer jointly develop, and Customer maintains, the test script log.
4. The Customer Project Team is responsible for validating the existing standard Business Process test scripts and creation of additional test scripts, as necessary.
5. Any test script development need due to reclassification of business process from core to differentiator or unique will be addressed first through the 2,000hour budget and via change order process thereafter.
6. The Customer Project Team is responsible for reviewing the results from the executed test scripts and validation of Acceptance Criteria.
7. Customer and Infor jointly document issues.

2.10 Post Go-Live Support Scope

"Post Go-Live Support" means the work required to complete the Post Go-Live tasks.

2 Post Go-Live events for the Project.

Project Wave/Rollout	Project Wave/Rollout Description	Post Go-Live Support Duration

		(# days)
Project Wave: WFM	Migrate Workforce Management for 2 Agencies	20 days
Project Wave: ERP	Migrate Financials, Supply Management, HCM and Payroll	30 days

Post Go-Live Support Scope Assumptions and Obligations:

1. Customer to provide front-line support to Customer's users. Infor will assist with escalations where required.
2. If Customer is not ready to Go-Live upon completion of the Services for each Project wave, additional Services and training and associated fees may be required if agreed upon pursuant to the Project Change Control Process.

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3.0 Project Governance

"Project Governance" means the framework, functions and processes that guide Project management activities.

3.1 Partnership

Recognizing that the Project's success can only be achieved through full collaboration, the parties agree to share Project responsibilities as defined herein. Each party will perform its assigned responsibilities and tasks. Customer shall support Infor in its performance of the Services free of charge to Infor. In particular, Customer will provide the necessary documents and information and perform all other Project activities agreed upon or required in accordance with the Project schedule.

3.2 Project Sponsorship and Executive Involvement

Customer will designate an individual to sponsor the Project ("Project Sponsor") and designate a Customer Steering Committee for the Project. "Steering Committee" means, at a minimum, the Project Sponsor, Customer Project Manager and Customer Project Team members responsible for, or directly impacted by, the Project. The Infor Project Manager will participate in Steering Committee meetings. The Project Sponsor and Steering Committee provide Project leadership and decision-making as further defined in the Project charter, including:

- setting goals and scope of the Project
- communicating the Project's directives and objectives to the Project Team as well as to internal and external Project stakeholders
- resolve issues escalated by the Project Managers and Project stakeholders
- designate and assure commitment of resources throughout the Project
- establish Project priorities and approve/reject changes to the Project scope

3.3 Project Management Scope

Customer and Infor will each assign a project manager to plan and execute the Project in accordance with this Work Order and provide Project leadership, Project Team support and decision-making (for each party, a "Project Manager"). Customer and Infor Project Managers will co-chair the Project Team which will meet either weekly or as agreed upon by the parties.

Each party's responsibility as related to Project management is as follows:

Project Management Task	Infor	Customer
Manage, monitor, and control the Project budget and scope.	R	R
Develop and maintain the Project Management Plan.	See Project Management Plan below	See Project Management Plan below
Assign and schedule the respective party's Project resources	R	R
Perform Project kick-off activities (HRM:050)	R	C
Oversee the respective party's Project activities and Deliverables	R	R
Report Project-related status and activities as required by the respective parties.	R	R
Manage risk and issue resolution process.	C	R
Review and accept, if applicable, Deliverables	C	R

3.3.1 Recommended Meeting Schedule

Governance Committee	Weekly	Monthly	Recommended Agenda Topics
Steering Committee		X	Project follow-up Project waves and budget validation Change Order management and validation Arbitration Key decisions
Customer and Infor Project Managers	X		Activities and scheduling validation Key decisions Change Order management and validation Issues and risks follow-up Resources follow-up (issues, allocation, training) Escalation process management
Project Team	X		Project review and status reports Activities and scheduling validation Issues and risks follow-up Key decisions

3.3.2 Project Management Plan

"Project Management Plan" or "PMP" means a formally approved document (IPM-070) that defines how the Project is executed, monitored, and controlled and is composed of the below listed plans. A PMP is developed collaboratively by the Infor and Customer Project Managers. Following agreement in writing, by the parties, any changes to the PMP will be addressed pursuant to the Project Change Control Process. The PMP will be stored in the Project document repository maintained by Infor.

Each party's responsibility as related to the PMP is as follows:

Deliverable	Deliverable Description	Infor	Customer	Deliverable Completion
Scope Management Plan	Plan to define, execute, control, accept, and close Project scope.	R	C	Project Management Plan (IPM-070)
Cost & Financial Management Plan	Plan to manage and control Project cost. Provide updates as required.	R	C	Project Management Plan (IPM-070)
Communications Management Plan	Plan to manage Project communications based on the information needs and requirements of Customer, Project Team members and Project stakeholders.	R	R	Project Management Plan (IPM-070)
Risk Management Plan	Plan to identify, assess, manage, and control Project risks. Provides updates as required.	R	R	Project Management Plan (IPM-070)
Issue Management Plan	Plan to identify, assess, manage, and control Project issues. Manage and update the issue log as required.	C	R	Project Management Plan (IPM-070)
Stakeholder Management Plan	Plan to manage Project stakeholder engagement based on Project stakeholder interest and potential impact on Project success.	C	R	Project Management Plan (IPM-070)

Deliverable	Deliverable Description	Infor	Customer	Deliverable Completion
Project Document Management & Version Control Plan	Plan to manage Project version control and store Project documents.	C	R	Project Management Plan (IPM-070)
Project Schedule (.mpp format)	Baseline Project schedule to plan Project. Provide updates as required.	R	C	Project Schedule (SCH-040)

Project Governance Assumptions and Obligations:

1. Infor, at its sole discretion, may conduct onsite quality assurance reviews over the course of the Project at no charge to Customer. Infor will comply with Customer's reasonable on-site security policies. Customer may be invited to participate in the reviews if they are conducted.

3.4 Project Change Control Process

"Project Change Control Process" means the below-described process to manage how changes that might arise during the Project will be managed. Changes may include, but are not limited to, changes in efforts/costs, schedule/timeline, scope, or Deliverables.

Both parties must agree to any changes to this Work Order pursuant to the Project Change Control Process before any services not set forth herein are performed.

If either party believes a change to this Work Order is necessary, such party shall issue to the other party a written change request (IPM-140) ("Change Request"). In the case of a customer-initiated Change Request, Infor will promptly evaluate the feasibility of the Change Request following receipt and will determine the impact to the Project cost and timelines. If resources necessary for the contemplated changes are not included in the Service Fees specified in Service Fee section of this Work Order and are requested by Customer, the rate for such resources will be established at that time based on rates as referenced in Exhibit C.

Infor shall provide Customer a written statement ("Change Response") describing in detail:

Any additional Services to be performed because of the Change Request.

The estimated fee associated with such additional Services.

Any other information relating to the Change Request that may reasonably be requested by Customer.

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

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

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4.0 Project Deliverables

"Deliverable" means any work product or activity specifically defined herein that must be completed to finish the Project.

Deliverables for the following Project Scope areas are found in their respective sections in this Work Order.

Work Order Section
Project Management Scope
Reports, Interfaces, Conversions, Extensions Scope
Organizational Change Management Scope
End User Training Scope
Testing Scope
Security Scope

Each party's responsibility as related to such Deliverables is as follows:

Deliverable*	Deliverable Description	Infor	Customer	Deliverable Completion
WFM Inception	Project planning for the WFM upgrade to MT Cloud.	R	C	WFM project plan and schedule is produced
WFM DB Upgrade	Database upgrade	R	C	Upgrade completed
WFM Custom Code Upgrade 25% Complete	Custom Code upgrade 25% complete	R	C	Custom Code UPG 25%
WFM Custom Code Upgrade 75% Complete	Custom Code upgrade 75% complete	R	C	Custom Code UPG 75%
WFM Custom Code Upgrade 100% Complete	Custom Code upgrade 100% complete	R	C	Custom Code UPG 100%
Project Management Plan (IPM-070)	The purpose of this work product is to formally document the basis and approach for the management of all project work.	R	C	Present completed project plan
Baselined Project Schedule (SCH-040)	The purpose of this work product is to document the project dates and milestones to promote schedule management and a common understanding of the timeline.	R	C	Present completed baseline schedule
Prepared Project Team (HRM-050)	This work product delivers a Prepared Project Team which is essential for building team cohesiveness, sharing the project objectives, identifying the team structure, and laying the groundwork for understanding each person's tasks and responsibilities.	R	C	Project kick off preparation and checklist
(Project Kick-off)	Project kick off execution.	R	C	Completed project kick off
Future State Process Model (BRE-050)	This work product documents the future business model based on high-level business requirements using integrated processflows based on processes supported by the new applications.	R	C	Present completed future state process model
Global Deployment Approach (BRE-070)	The purpose of this work product is to define the global rollout requirements based on business objectives to ensure they are factored into the overall implementation strategy.	R	C	Review Global deployment

MoSCow Requirements Traceability Matrix (BRE-100)	The MoSCoW Requirements Traceability Matrix is a flexible, multi-purpose document. The exact way it can be used will vary from project to project based on a number of conditions including, project size, complexity, on-premises versus Cloud etc. Open the attached file to view a list of the most common usage scenarios for this Work Product.	R	C	Use executive summary to demonstrate outcomes from Engage Workshop
Integration Strategy & Governance (TAR-030)	This work product describes the Integration Architecture Strategy and Governance.	R	C	Review identified integrations
Key Business Data Structure (MCO-010)	The purpose of this task is to identify those key structural elements which have an impact across the entire application system. It also includes the definition of the data/values needed to configure those key business structures. Examples of such defined data/values should be made available – where possible - to allow an early customer specific application set up.	R	C	Review key structural elements
Testing Strategy (TES-010)	The purpose of this work product is to establish a formalized test strategy and approach for the project.	R	C	Review testing strategy
Report Strategy (REP-010)	This work product describes the overall reporting strategy for the entire customer organization.	R	C	Review reporting strategy
Skilled Project Team (TRN-030)	The purpose of this work product is to have a prepared Project Team who will complete project tasks and are able to recommend solutions to business requirements based on their knowledge of the software products being implemented.	R	C	Introduction of project team
Business Data Definitions (MCO-060)	The purpose of this work product is to capture the data required for the configuration and setup of the applications in a structured way, which is officially accepted and signed off on by the customer.	R	C	Complete MCO-060's for load
Prototype Environment (MCO-030)	The purpose of this work product is to ensure the environment is setup to cover the planned functions and to confirm the configuration for the current iteration validation session.	R	C	Configure environment with MCO-060's
Conference Room Pilot Plan (MCO-040)	This work product establishes the scripts to be used to run the Conference Room Pilot scenarios.	R	C	Review CRP scripts
Conference Room Pilot Report (MCO-050)	This work product captures and documents any variances identified during the execution of the Conference Room Pilot.	R	C	Review variances found during CRP
Business Blueprint (BRE-140)	The item provides high-level guidance on how the Business Blueprint should be used during the Elaboration and Design Phases of a project.	R	C	Complete Business Blueprint
Data Acquisition Conversion & Data Quality Strategy (DCO-020)	The purpose of this work product is to document conversion requirements, communicate the planned strategy to successfully acquire and convert legacy data to the new system, detail a road map for the task team members to follow, and to illustrate how the effort may impact the overall project.	R	C	Review data conversion and quality

Custom Extension Strategy (DES-010)	The purpose of this work product is to provide a detailed procedure to guide the manual conversion for each business object to successfully meet conversion project milestones.	R	C	
Manual Conversion Procedures (DCO-050)	The purpose of this work product is to provide a detailed procedure to guide the manual conversion for each business object to successfully meet conversion project milestones.	R	C	Review manual conversion steps
Analysis Specification (ANA-050)	To present a package of Use Cases that are related, and that communicate all the functionality to be provided by the use case package in non-technical terms to users, business analysts, and designers are the audience for this deliverable.	R	C	Create specs for use cases
Design Specification (DES-020)	This work product pulls together all design elements for a custom extension into a single document so that they can be easily assessed against each other, against the design guidelines, and against the requirements.	R	C	Completed design specifications
Application Setup Information (MCO-070)	This task defines and documents the detailed setup values needed to configure the applications in accordance with customer requirements.	R	C	Complete application setup
Cutover Strategy (TRS-010)	This work product documents the project's plan for preparing for and executing System Integration Testing.	R	C	Review SIT testing Strategy
Converted and Verified Data: SIT (DCO-120)	This work product runs a test conversion run on a subset of legacy data, identifies inconsistencies or inadequacy in the legacy data, reruns the conversion routines after fixing issues, and performs a final conversion with verification that all required initial and historical data has been loaded.	R	C	Review conversion on legacy data
Report Specification (REP-060)	The purpose of this work product is to capture any specific information that is required to build the reports.	R	C	Report requirements gathered
Custom Extensions (DES-030)	The purpose of this work product is the completed coding and implementation of the approved custom extensions.	R	C	Prioritize custom extensions
Custom Extension Unit Test Results (TES-070)	The purpose of this work product is to produce and maintain a record of the results from Custom Extension Unit Testing.	R	C	Custom extension unit testing
Custom Extension Integration Test Results (TES-080)	This work product documents the results from Custom Extension Integration Testing.	R	C	Review custom extension integration results
Cloud Readiness Review (IPM-135)	The purpose of this work product is to formally document the production readiness of the system.	R	C	Review system readiness
System in Production (TRS-070)	This work product puts the new application system into production use.	C	R	Production system is in use
Cutover Plan (TRS-020)	This work product documents the production environment installation plan, as well the installation plan for any test or maintenance environments.	R	C	Plan for production system to become "live"
Converted and Verified Data: UAT (DCO-120)	This task iteratively runs a test conversion run on a subset of legacy data, identifies inconsistencies or inadequacy in the legacy	R	C	Verification that converted data is correct

	data, reruns the conversion routines after fixing issues, and performs a final conversion with verification that all required initial and historical data has been loaded.			
Converted & Verified Data: Final (DCO-120)	This work product runs a test conversion run on a subset of legacy data, identifies inconsistencies or inadequacy in the legacy data, reruns the conversion routines after fixing issues, and performs a final conversion with verification that all required initial and historical data has been loaded.	R	C	
Services to Support Handover (SUS-040)	The purpose of this work product is to ensure that the support process going forward is understood by all parties from the customer and Infor and that appropriate project and system information is documented.	R	C	
Project Closure (SCP-080)	The purpose of this work product is to obtain and document a record of the client's acceptance of the overall project.	R	C	Post go-live support has been completed

4.1 Deliverable Acceptance

Upon completion of any Deliverable set forth in the tables of this Work Order for which there are Acceptance Criteria described in the following section, Customer will provide Infor, within 5 business days after Customer's receipt of such Deliverable ("Acceptance Period"), detailed written notice specifying any deficiencies of such Deliverable. Documentation-related items such as: font, style, spacing, headings, page numbers, and table of contents will not be considered deficiencies. If provided such notice of a deficiency by Customer, Infor shall use commercially reasonable efforts to cure deficiencies within a reasonable period or as agreed upon by the parties. For clarity, a deficiency is a failure of a Deliverable to conform to the acceptance criteria defined below ("Acceptance Criteria"), if applicable. After completing such cure, Infor shall resubmit the Deliverable for Customer review as set forth above (with a new 3 business days Acceptance Period from the date of such resubmission). Customer's acceptance shall be in writing; provided, however, if Customer fails to provide written notice of any deficiencies (or written acceptance) within the Acceptance Period, as provided above, such Deliverable shall be deemed conclusively accepted at the end of the Acceptance Period.

When Acceptance Criteria in Section 4.1.1 for any Deliverable are not specified in this Work Order, the parties understand and agree that acceptance will not be a requirement for such Deliverable.

4.1.1 Deliverable Acceptance Criteria

Deliverable Type	Acceptance Criteria
Project Plan/Written Deliverables	Deliverable complies with the Infor format as provided in the Infor Deployment Methodology templates.
Technical (RICE) Deliverables for which Infor is responsible	The documented RICE Deliverable meets the technical design specifications function in accordance with Infor's documentation and is complete and free of material errors. The Deliverable complies with the test plans required herein.
Configuration Deliverables	System configuration is complete per the Application Setup Information (MCO-070) and Business Blueprint (BRE-140).

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5.0 Project Roles

Infor and Customer will complete a detailed Project staffing plan during the Inception Phase of the Project.

Project Roles Assumptions and Obligations:

1. All Project timelines set forth therein and herein are dependent upon Customer timely providing resources and performing its obligations.
2. Infor-responsible Project tasks will be performed primarily remotely. Customer shall ensure that Infor has adequate remote access to Customer's network and systems as necessary to perform its Project activities.
3. As deemed necessary by the Infor Project Manager and Customer Project Manager, the Project Team, including Infor and Customer team members, shall be co-located at a single Customer location for all onsite Project work. Customer will provide adequate office facilities to all Project Team members assigned to the Project Team for any onsite work.
4. Customer will assign appropriate resources for all in-scope business, geographic, functional, and technical areas for the duration of the Project. These resources will be authorized to define requirements for their respective areas and empowered to make process and policy decisions, including Deliverable acceptance, and engage other Customer subject matter experts as needed. Customer will ensure these resources are identified in advance and are available to participate in meetings, workshops, and test events, as defined in the Project schedule.
5. Infor's staffing requirements are determined solely by Infor. Infor may also, at its sole discretion, use subcontractors in performing Services under this Work Order. In the event Infor uses a subcontractor, Infor will remain subject to the obligations hereunder.
6. If Customer decides to assign non-Customer personnel to the Project Team, Infor will be able to rely upon these team members to represent Customer and have authority from Customer to make decisions on behalf of Customer; provided, however, Customer shall cause all such non-Customer personnel, prior to obtaining access to the Software, to execute a non-disclosure agreement that protects Infor's Confidential Information to the same extent as Customer is bound to Infor for protection of such Confidential Information. Customer is responsible for any breach of such confidentiality agreement by such non-Customer personnel as if Customer committed such breach.
7. Customer will coordinate facilities and availability of Customer resources for all required testing of the Software prior to deployment.
8. Customer will be responsible for logging incidents with Infor Support.

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6.0 General Project Assumptions and Obligations

1. "Software" as used herein means, collectively, the In-Scope Subscription Software and In-Scope On-Premise Software to which Infor has granted access or a license to Customer via 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-premise Software License Agreement). Nothing herein shall modify the Software Agreement.
2. Customer must maintain a Software Agreement for the duration of the Project for all Software.
3. Customer acknowledges that any delays or changes caused by Customer, Customer's employees, equipment, contractors, or vendors may require an extension in the Project schedule and cause an increase in the fees required under this Work Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Customer has supplied to Infor; (b) failure by Customer to perform any of its respective responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Customer.
4. Customer warrants that it has the legal right to use all third-party products used by the Project Team, and to permit Infor to use those third-party products to the extent necessary to provide Services, and that all support/maintenance agreements for those products are in good standing.
5. Customer must be active on Infor Support for all In-Scope On-Premise Software being migrated.
6. Customer will provide the Infor Project Team members access to any software used by Customer required to perform Services on the Project at no cost to Infor.

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7.0 Service Fees

Customer will pay Infor the fees ("Service Fees") and travel and living expenses ("Other Expenses") in accordance with the details below. All Service Fees and Other Expenses are in U.S. dollar. All Service Fees and Other Expenses are exclusive of any applicable taxes, which are added to each invoice, unless otherwise specified. Customer will pay all taxes applicable to the Services.

Service	Estimated Service Fee (currency)
Project Team Education	\$117,600.00
Time and Materials for OCM and End User Training	\$1,952,789.20
Fixed Fee for WFM Upgrade, ERP Migration, including all in scope items (Business Processes section 2.1)	\$12,357,762.72
Total	\$14,428,151.92

Project Service Fees Assumptions and Obligations:

- 1. Payment Terms:** Customer will pay Infor the amount due in each invoice within 30 days of the date on the invoice. The payments are non-refundable.
- 2. Other Expenses:** In addition to the Service Fees due hereunder, Customer will reimburse Infor for Other Expenses incurred by Infor in connection with providing the Services, if applicable, in accordance with Infor travel policy. Infor will invoice Customer separately for such Other Expenses as they are incurred.
- 3. Change Order Billing:** Any amendments to this Work Order must be outlined in a Change Order in accordance with the Project Change Control Process. Services Fees for consulting deemed outside the scope of this Work Order will be billed on a time and materials basis at Infor's then-current list rates.
- 4. Staff and Mobilize the Project Team:** After the parties' execution of this Work Order, it typically takes two (2) to four (4) weeks to schedule and mobilize applicable Infor resources for the Project. Actual time for this effort varies depending on the number and type of consultants required, and scheduling and mobilization usually includes, but is not limited to, the following activities: (a) developing an estimated Project schedule; (b) further defining and confirming resource loads; (c) reviewing proposed Project staffing and estimated hours with Customer's Project Sponsor; and (d) confirming and scheduling Project kick-off. The foregoing will be taken into consideration when the parties discuss the scheduling of the Project's start date.

7.1 Project Team Education Service Fees

Customer shall pay Service Fees for Project Team Education as set forth below:

Project Team Education	Paid via Infor Education Credits* (Yes/No)	Days/Hours	Daily Rate (USD)	Service Fee (USD)
Private Education Event	No	15	3,000.00	45,000.00
Public Education Event	No	120	600.00	72,000.00
Self-Directed Learning	No	6	100.00	600.00
Project Team Education Total				\$117,600.00

7.2 Time and Materials Service Fees

Estimated time and costs for time and materials Service Fees listed in this Work Order represent an estimate only, and actual Project time and fees may vary from the estimates provided. Infor will invoice

Customer for all Services Fees and applicable charges on a monthly basis. Invoicing and payment are not dependent or conditioned on delivery or acceptance of Deliverables contemplated herein.

The Service Fee hourly rates in the table below are effective for the sole scope of this Work Order and related Change Orders until September 30, 2024, at which time Infor reserves the right to increase Service Fee hourly rates.

"Resource Model" means the combination of consulting resources to be deployed based on skill set and availability to execute the Services contracted in this Work Order.

The hours and rates listed beside the resource role(s) in the table below represent the Resource Model and associated estimated fees. Should conditions change due to scope, revised skills requirements, and/or any other reason that impacts the availability of the resources fulfilling the role(s) listed in the Resource Model, Infor offers, pursuant to the Change Order Process, alternative resource role(s) as applicable to meet the revised requirements and/or Project schedule.

Service Fees Estimate			
Resource Role	Estimated Hours	Hourly Rate	Estimated Service Fee
OCM Blueprint- Training/EUA Consultant, Pr.	240.00	241.78	58,027.20
End User Training Blueprint and UAP Jumpstart- Training/EUA Consultant, Sr.	800.00	228.09	182,472.00
OCM Support- Training/EUA Consultant, Pr.	1800.00	241.78	435,204.00
End User Training Material Onshore Development Lead- Training/EUA Consultant, Pr.	1100.00	241.78	265,958.00
End User Training Material Development Offshore 1- COE Training/EUA Consultant Manila Offshore	1600.00	85.00	136,000.00
End User Training Material Development Offshore 2- COE Training/EUA Consultant Manila Offshore	2900.00	85.00	246,500.00
End User Training Lead- Training/EUA Consultant, Pr.	600.00	241.78	145,068.00
End User Trainers- Training/EUA Consultant, Pr.	2,000.00	241.78	483,560.00
Time and Materials Services Total			\$1,952,789.20

Time and Materials Services exclude travel fees which Infor estimates to be an additional 12% of the Time and Materials Services Total.

Upon successful completion of the obligations by both parties set forth in this Work Order, Customer agrees to be a positive reference for Infor and Infor Global Professional Services, including participating in reference calls and other reference activities as may be reasonably requested by Infor.

7.3 Fixed Service Fees—Milestone Payments

Infor will invoice Customer for all Service Fees in accordance with the details below.

Customer agrees to pay Infor \$12,357,762.80 for the Services. Upon Infor's completion of the Deliverables (and, if applicable, Customer's acceptance thereof in accordance with Section 4.1.1) or activities associated with each payment Milestone (each such Deliverable or activity, a "Milestone") as set forth herein, the corresponding fee for such Milestone specified below becomes due and Infor shall invoice Customer. Customer shall pay such Service Fees as set forth above. If the customer chooses to place this Work Order on hold or to terminate the Work Order, they will promptly pay all outstanding Service fees owing up to that date.

When Acceptance Criteria in Section 4.1.1 for any Deliverable and/or Payment Milestone is not specified in this Work Order, the parties understand and agree that acceptance will not be a requirement for such Deliverable or Payment Milestone.

7.3.1 Fixed Service Fees—Milestone Payment Schedule

Payment #	Milestone	Installment Payment for Fixed Service Fee
SoNH 1	WFM Inception	\$ 72,271.52
SoNH 2	WFM DB Upgrade	\$ 93,952.98
SoNH 3	WFM Custom Code Upgrade 25% Complete	\$ 99,373.34
SoNH 4	WFM Custom Code Upgrade 75% Complete	\$ 198,746.68
SoNH 5	WFM Custom Code Upgrade 100% Complete	\$ 99,373.34
SoNH 6	WFM Testing and Go-Live Support	\$ 93,952.98
SoNH 7	WFM Post Cutover Support	\$ 65,044.37
	WFM Phase Total	\$ 722,715.21

Payment #	Milestone	Installment Payment for Fixed Service Fee
SoNH 8	Project Management Plan (IPM-070)	\$ 247,181.94
SoNH 9	Baselined Project Schedule (SCH-040)	\$ 266,195.93
SoNH 10	Prepared Project Team (HRM-050)	\$ 79,858.80
SoNH 11	(Project Kick-off)	\$ 119,435.10
SoNH 12	Future State Process Model (BRE-050)	\$ 465,842.88
SoNH 13	Global Deployment Approach (BRE-070)	\$ 104,576.97
SoNH 14	MoSCow Requirements Traceability Matrix (BRE-100)	\$ 228,167.94
SoNH 15	Integration Strategy & Governance (TAR-030)	\$ 85,562.98
SoNH 16	Key Business Data Structure (MCO-010)	\$ 294,716.93
SoNH 17	Testing Strategy (TES-010)	\$ 109,330.47
SoNH 18	Report Strategy (REP-010)	\$ 106,478.37
SoNH 19	Skilled Project Team (TRN-030)	\$ 132,744.92
SoNH 20	Business Data Definitions (MCO-060)	\$ 470,596.38
SoNH 21	Prototype Environment (MCO-030)	\$ 550,455.16
SoNH 22	Conference Room Pilot Plan (MCO-040)	\$ 408,800.90
SoNH 23	Conference Room Pilot Report (MCO-050)	\$ 664,253.92
SoNH 24	Business Blueprint (BRE-140)	\$ 570,705.07
SoNH 25	Data Acquisition Conversion & Data Quality Strategy (DCO-020)	\$ 186,703.82
SoNH 26	Custom Extension Strategy (DES-010)	\$ 131,189.76
SoNH 27	Manual Conversion Procedures (DCO-050)	\$ 37,647.71
SoNH 28	Analysis Specification (ANA-050)	\$ 105,615.94
SoNH 29	Design Specification (DES-020)	\$ 476,952.45
SoNH 30	Application Setup Information (MCO-070)	\$ 582,018.39
SoNH 31	Cutover Strategy (TRS-010)	\$ 84,612.28

SoNH 32	Converted and Verified Data: SIT (DCO-120)	\$	188,713.90
SoNH 33	Report Specification (REP-060)	\$	355,561.71
SoNH 34	Custom Extensions (DES-030)	\$	584,856.88
SoNH 35	Custom Extension Unit Test Results (TES-070)	\$	136,995.84
SoNH 36	Custom Extension Integration Test Results (TES-080)	\$	238,625.64
SoNH 37	Cloud Readiness Review (IPM-135)	\$	218,660.94
SoNH 38	System in Production (TRS-070)	\$	432,568.39
SoNH 39	Cutover Plan (TRS-020)	\$	85,562.98
SoNH 40	Converted and Verified Data: UAT (DCO-120)	\$	280,456.43
SoNH 41	Converted & Verified Data: Final (DCO-120)	\$	266,195.93
SoNH 42	Services to Support Handover (SUS-040)	\$	114,083.97
SoNH 43	Project Closure (SCP-080)	\$	95,069.98
	ERP Phase Total	\$	9,506,997.60

Payment #	Milestone	Installment Payment for Fixed Service Fee	
PMO 1	Monthly Status Report 1	\$	101,335.71
PMO 2	Monthly Status Report 2	\$	101,335.71
PMO 3	Monthly Status Report 3	\$	101,335.71
PMO 4	Monthly Status Report 4	\$	101,335.71
PMO 5	Monthly Status Report 5	\$	101,335.71
PMO 6	Monthly Status Report 6	\$	101,335.71
PMO 7	Monthly Status Report 7	\$	101,335.71
PMO 8	Monthly Status Report 8	\$	101,335.71
PMO 9	Monthly Status Report 9	\$	101,335.71
PMO 10	Monthly Status Report 10	\$	101,335.71
PMO 11	Monthly Status Report 11	\$	101,335.71
PMO 12	Monthly Status Report 12	\$	101,335.71
PMO 13	Monthly Status Report 13	\$	101,335.71
PMO 14	Monthly Status Report 14	\$	101,335.71
PMO 15	Monthly Status Report 15	\$	101,335.71
PMO 16	Monthly Status Report 16	\$	101,335.71
PMO 17	Monthly Status Report 17	\$	101,335.71
PMO 18	Monthly Status Report 18	\$	101,335.71
PMO 19	Monthly Status Report 19	\$	101,335.71
PMO 20	Monthly Status Report 20	\$	101,335.71
PMO 21	Monthly Status Report 21	\$	101,335.71
	PMO Total	\$	2,128,049.91

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Exhibit 1: Reports, Interfaces, Extensions

														Need	
			Report	Interface	Extension	Form	Workflow	Homepage	Script	Other	Low	Medium	High		
1	Finance Interfaces	Low complexity Interfaces		X							X				10 Interfaces
2	Finance Interfaces	Medium Complexity Interfaces		X								X			10 Interfaces
3	Finance Interfaces	High Complexity Interfaces		X									X		10 Interfaces
4	Finance Reports	Low Complexity Reports	X								X				18 Reports
5	Finance Reports	Medium Complexity Reports	X									X			10 Reports
6	Finance Reports	High Complexity Reports	X										X		10 Reports
7	Supply Interfaces	Low Complexity Interfaces		x							x				13 Interfaces
8	Supply Interfaces	Medium Complexity Interfaces		x								x			5 Interfaces
9	Supply Interfaces	High Complexity Interfaces		x									x		5 Interfaces
10	Supply Reports	Low Complexity Reports	x								x				10 Reports
11	Supply Reports	Medium Complexity Reports	x									x			5 Reports
12	Supply Reports	High Complexity Reports	x										x		5 Reports
13	HCM Interfaces	Low Complexity Interfaces		x							x				20 Interfaces
14	HCM Interfaces	Medium Complexity Interfaces		x								x			20 Interfaces
15	HCM Interfaces	High Complexity Interfaces		x									x		15 Interfaces
16	HCM Reports	Low Complexity Reports	x								x				50 Reports

17	HCM Reports	Medium Complexity Reports	x								x			50 Reports
18	HCM Reports	High Complexity Reports	x									x		38 Reports
19	HCM Extension	Low Complexity Extension			x					x				1 Extension
20	Payroll Interfaces	Low Complexity Interfaces		x						x				3 Interfaces
21	Payroll Interfaces	Medium Complexity Interfaces		x							x			3 Interfaces
22	Payroll Interfaces	High Complexity Interfaces		x								x		2 Interfaces
23	Payroll Reports	Low Complexity Reports	x							x				50 Reports
24	Payroll Reports	Medium Complexity Reports	x								x			50 Reports
25	Payroll Reports	High Complexity Reports	x									x		50 Reports
26	Payroll Extension	Low Complexity Extension			x					x				1 Extension

Exhibit 2: Data Conversions/Data Migrations

Conversion/Migration Name	Conversion/Migration Description	Legacy System	History to be converted/migrated	Complexity (X)			Project Wave #	Notes
				Low	Medium	High		
Finance Data Migration	Migration of existing Finance (FSM) Data with DMF	Lawson	<u>Current plus 2 years summary data</u>		x		1	All history to Data Lake
Supply Data Conversion/Migration	Migration of existing Supply (FSM) Data with DMF. Data Cleansing and Conversion of data recommended not migration.	Lawson	Current plus 2 years summary data			x	1	Migration not recommended (due to too much data) from S3 to CloudSuite Financials. All history to Data Lake

Supply Data Conversion/Migration	Conversion of existing Supply (FSM Data for New Modules (1. Strategic Sourcing, 2. Contract Management (full), 3. P-Cards). Data Cleansing and Conversion of data recommended.	Lawson	Current plus 2 years summary data			x	1	Migration not recommended (due to too much data) from S3 to CloudSuite Financials. All history to Data Lake
HCM Data Conversion/Migration	Migration of existing HCM Data with DMF. (GHR to MT GHR)	Lawson	Current		x		1	All history to Data Lake
HCM Data Conversion	Conversion of Absence Management (S3 absence management to GHR MT)	Lawson	Current		x		1	All history to Data Lake
Payroll Data Conversion/Migration	Use of Infor Data Services	Lawson (S3 PR)	Current		x		1	All history to Data Lake

EXHIBIT G INFOR SERVICE LEVEL AGREEMENT



Service Level Agreement

This Service Level Agreement describes the service level indicators and the required service levels applicable to the Subscription Software and Subscription Services and forms an integral part of the Order Form. The Service Level Agreement attached hereto is subject to change at Infor's sole discretion.

AVAILABILITY

- **"Availability"** is expressed as a percentage, calculated as the Actual Available Minutes in a month divided by the Total Available Minutes in such month.

$$\text{Availability} = \frac{\text{Actual Available Minutes}}{\text{Total Available Minutes}} \times 100$$
- **"Actual Available Minutes"** means the Total Available Minutes in a month less the Downtime Minutes in such month.
- **"Downtime Minutes"** means the number of minutes in a month when the production tenant of Subscription Software was not available for use. Scheduled Maintenance Minutes or Excluded Minutes (as defined below) are excluded from the definition of Downtime Minutes.
- **"Total Available Minutes"** means the total minutes in a month less the number of Scheduled Maintenance Minutes in such month.
- **"Scheduled Maintenance Minutes"** means the total minutes in a month associated with maintenance windows.

Customer is entitled to Service Level Credits as provided below if the Availability in a month does not equal or exceed 99.7%. For single-tenant environments (a single instance of the Subscription Software and supporting infrastructure serving a single Customer) Service Level Credits are provided only for Availability below 99.5%.

Availability	Service Level Credit (% of the monthly prorated Subscription Fee)
99.699% - 99.000%*	5%
98.999% - 98.500%	15%
98.499% - 95.000%	25%
Below 95.000%	35%

*99.500% – 99.000% for single-tenant environments.

Service Level Credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent pro-rated fee. For example, a 5% Service Level Credit on an Annual Subscription Fee shall be 5% of 1/12 of the Annual Subscription Fee. Service Level Credits shall be applied to Customer's next Subscription Fees invoice or, if Customer has paid the final invoice under this Agreement, shall be paid to Customer within thirty (30) calendar days following the determination that the credit is due.

In the event Availability for the production environment falls below 95% for any three (3) consecutive months or any four (4) months in a rolling twelve (12) month period (a "Triggering Event"), Customer may, within sixty (60) days of such Triggering Event, terminate the affected Order Form, in which case, in lieu of Service Level Credits (not already applied), Customer shall receive a refund, on a pro rata basis, of any prepaid Subscription Fees applicable to the unused portion of the then-current Subscription Term following the effective date of termination of the Order Form. The foregoing remedies are the exclusive remedies and are in lieu of all other remedies if Availability does not equal or exceed 99.7% (or, as applicable, 99.5%).

Customer is entitled to Service Level Credits as provided below if the Availability in a month does not equal or exceed 99.7% . For single-tenant environments (a single instance of the Subscription Software and supporting infrastructure serving a single Customer) Service Level Credits are provided only for Availability below 99.5%.

<u>Availability</u>	<u>Service Level Credit</u> <u>(% of the monthly prorated Subscription Fee)</u>
99.699% - 99.000%*	5%
98.999% - 98.500%	15%
98.499% - 95.000%	25%
Below 95.000%	35%

*99.500% – 99.000% for single-tenant environments.

Service Level Credits for Subscription Fees paid on an annual basis shall be based on a monthly equivalent pro-rated fee. For example, a 5% Service Level Credit on an Annual Subscription Fee shall be 5% of 1/12 of the Annual Subscription Fee. Service Level Credits shall be applied to Customer's next Subscription Fees invoice or, if Customer has paid the final invoice under this Agreement, shall be paid to Customer within thirty (30) calendar days following the determination that the credit is due.

In the event Availability for the production environment falls below 95% for any three (3) consecutive months or any four (4) months in a rolling twelve (12) month period (a "Triggering Event"), Customer may, within sixty (60) days of such Triggering Event, terminate the affected Order Form, in which case, in lieu of Service Level Credits (not already applied), Customer shall receive a refund, on a pro rata basis, of any prepaid Subscription Fees applicable to the unused portion of the then-current Subscription Term following the effective date of termination of the Order Form. The foregoing remedies are the exclusive remedies and are in lieu of all other remedies if Availability does not equal or exceed 99.7% (or, as applicable, 99.5%).

Infor shall provide Customer a report of Availability for a month if, within thirty (30) days after the end of that month, Customer provides a written request for such report to its assigned Customer Success Manager (CSM). Once a report of Availability is provided to Customer, Customer has thirty (30) days to request a Service Level Credit (which request must be made in writing); upon receipt of such request, Infor will promptly discuss the report, and the request for Service Level Credits, with Customer.

For Purposes of Availability, any minutes of unavailability caused by any of the factors below ("Excluded Minutes") do not count as Downtime Minutes.

- Outages due to Force Majeure Events.
- Outages attributable to the acts or omissions of Customer or its contractors, vendors (other than Infor) or Authorized Users.
- Periods of down-time at Customer's request.
- Outages that result from Customer's equipment, software, or other technology and/or third-party equipment outside of Infor's control.
- Extensions or interfaces deployed via the standard user interface or tools included in the generally available Subscription Software.
- Customizations.
- Performance degradation due to Customer's use of the Subscription Services in excess of the scope of Customer's license and/or usage restrictions.

SCHEDULED MAINTENANCE

The Subscription Services are subject to regularly scheduled monthly maintenance windows for which Customer will be given at least seventy-two (72) hours advance notice as described in the SaaS delivery guide (available at all times through Concierge). An annual maintenance window calendar is accessible through Infor Concierge, which is updated from time to time. In standard operating conditions, each instance of a scheduled maintenance window is estimated to extend up to six (6) hours. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, in some urgent situations, maintenance must be performed outside of the scheduled maintenance windows (critical maintenance) to help maintain the integrity and security of the Subscription Services. In such cases, Infor will provide Customer's subscribed contact (through the

CloudSuite Portal) as much advance notice of the critical maintenance as is technically feasible.

BACKUPS, BUSINESS CONTINUITY/ DISASTER RECOVERY PLAN

Infor maintains a written business continuity plan ("BCP") designed to allow Infor to continue to provide Subscription Services without material interruption in the event of a business disruption. Infor performs regular back-ups (weekly for full back up, daily for differentials) of Customer Data and periodically (no less than annually) tests its disaster recovery procedures in order to help maintain its ability to meet the following disaster recovery service level objectives. Relevant BCP controls are audited on an annual basis and reviewed within third party System and Organization Controls reports which reports are available to Customer through Infor Concierge or the Infor CloudSuite™ Self-Service Portal. Backups are replicated to geographically dispersed data centers within the same region where Subscription Software is provisioned. The Infor disaster recovery process supports the full production environment. Infor initiated Subscription Service backups are exclusively for data recovery in the event of data loss (i.e., are not intended to meet Customer's internal or legal data retention requirements) and restore requests can be raised by Customer through support incidents.

- Recovery Point Objective: The Recovery Point Objective ("RPO") is the acceptable amount of data loss measured in time and is the point in time to which data will be recovered. The service levels include an RPO of up to one (1) hour.
- Recovery Time Objective: The Recovery Time Objective ("RTO") is the duration of time within which Subscription Services will be restored after declaration of a disaster. The disaster recovery server will be operational within an RTO of twelve (12) hours.

In addition, for single-tenant environments disaster recovery targets generally set RTOs and RPOs of twenty-four (24) hours.

SUPPORT

1. Support Services

1.1 Telephone Technical Support

Generally, Infor will provide telephone support Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, in the Customer's time zone, excluding holidays observed by Infor which fall within the applicable coverage window. Support hours may vary based on the applicable Subscription Software, in which case applicable Support hours are noted in specific Knowledge Base articles on Infor Concierge, located at <https://conciierge.infor.com/>.

1.2 Electronic Support

Infor provides 24x7x365 online access to Infor Concierge, which offers services such as online incident logging, tracking and management, Knowledge Base articles, latest Subscription Software release information and Subscription Software Documentation.

1.3 24 x7 Critical Incident Support

"Critical Incident Support" is defined as the delivery of Support for critical production service unusable (Severity 1) situations as defined in Section 2.2 below. Support covers Critical Incident Support 24 hours a day and 365 days a year, including holidays. Critical Incident Support will be provided until the Subscription Software is operational, a commercially reasonable workaround is in place, or the incident severity can be lowered.

1.4 Critical Solution Notification

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

2. Resolution of Support Incidents

2.1 Initiation of an Incident

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

The general definition of a Support incident is a single, reproducible issue, problem, or symptom, a request for assistance, or a question fully and accurately logged within Infor Concierge that is related to the Subscription Software or information requests about Infor's Cloud Premium Support Plan or CareFor Plan, and options.

To help ensure a timely response to a Support incident, the Designated Contact shall provide the following information: (a) the Infor Customer Number and contact details, (b) applicable Subscription Software name, (c) severity level of the Support incident,

(d) details of the Support incident, including error messages and error reproduction steps, if any, applicable screen shots and output examples if logging online, and (e) description of the incident impact and frequency.

2.2 Severity Levels

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

Severity	Description	Definition
1	Critical Production Service Unusable	Service is unavailable for all users in production, or a critical business process in production has halted with no acceptable workarounds
2	Major impact	Service is severely impaired causing disruption to important business processes and there is no acceptable workaround
3	Medium impact	Service is partially impaired. There is disruption to important business processes, but there is an acceptable short-term workaround
4	Standard	Service is fully operational. There are questions regarding functionality of the Subscription Software or an issue where an acceptable workaround exists

2.3 Response

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

Severity	Infor Premium Support Plan	Infor CareFor Support Plan	
		Business & Business Plus Plan	Enterprise Plan
1	Within 30 Minutes – 24*7	Within 30 Minutes – 24*7	Within 30 Minutes – 24*7
2	Within 2 Business Hours	Within 1 Business Hour	Within 1 Hour – 24*7
3	Within 2 Business Hours	Within 2 Business Hours	Within 2 Business Hours
4	Within 4 Business Hours	Within 4 Business Hours	Within 2 Business Hours

"Business Hour" means each hour in the day when the Infor office providing Support to Customer is open for business.

2.4 Resolution

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

2.5 Escalation

Most Support incidents are best resolved through Infor's standard operating procedures. If Customer believes a Support incident requires a higher level of attention, Customer can self-escalate the incident through Infor Concierge by using the "Request Escalation" feature on the incident. As part of this process Infor asks that Customer accurately provide escalation reason, business impact, number of people impacted, timelines, and other relevant detail, to help Infor properly determine the level of urgency required regarding the escalation. If Customer would like a Support Manager to call, Customer can indicate that in the escalation request as well. Once escalated, the applicable Support Manager and Support Analyst are notified of the escalation, so they can take appropriate action. If Customer doesn't have access to Infor Concierge, Customer can escalate by contacting Infor's regional Support Center.

The use of escalations is reserved for issues that truly merit a higher degree of attention. It is not intended for issues that are effectively addressed with Infor standard operating procedures.

2.6 Changes

While the above descriptions of Support are subject to change from time to time, any changes will not cause any material decrease in the Support provided to Customer during the annual Subscription Term for which Customer has paid the applicable Subscription Fees.

EXHIBIT H TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this contract.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A contract duly executed and legally binding.
Business Associate Agreement	Appendix 1 Business Associate agreement
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Confidential Information	Is defined in Exhibit D.

Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Deficiencies shall be defined and managed in a manner equal to or greater than those outlined in EHXIBIT B Scope of Services.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.

Personal Information	<p>“Personal Information” means Customer Data that (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality, and protection of non-public personal information. At minimum Infor shall comply with NH RSA 359-C:19.</p>
Professional Services	The professional services that Vendor may provide State under the Contract, including any Work Order. Professional Services expressly excludes Subscription Services.
Proposal	The submission from a Vendor in response to the Request for a Proposal.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	Defined pursuant to the Work Order between the Parties.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Specifications	Written details that set forth the requirements which include, without limitation, the Contract, any performance standards, Documentation, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained, or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	Described in Exhibit D
Warranty Period	A period Described in Exhibit D

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that INFOR (US), LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on April 09, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 669006

Certificate Number: 0006211789



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority

CERTIFICATE

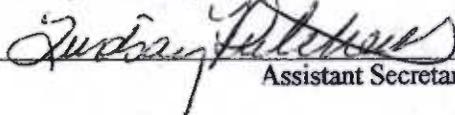
I, Lindsay Pritchard, Assistant Secretary of Infor (US), LLC, a Delaware Limited Liability Company, do hereby certify that:

- (1) I am a duly elected and acting Assistant Secretary of Infor (US), LLC, a Delaware Limited Liability Company (the "Company");
- (2) Michelle Grant, Senior Director of the Company, is authorized to bind the Company by legal contract for the following;

That this Company enter into a contract with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by the Company of certain Subscription and Consulting Services, and that Michelle Grant, Senior Director be and hereby is authorized and directed for and on behalf of this Company to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Company any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as she may deem necessary, desirable or appropriate to accomplish the same;

That the signature of Michelle Grant, Senior Director of this Company affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said person to bind this Company thereby;

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the Company this 29th day of March, 2023


Assistant Secretary

STATE OF Minnesota

COUNTY OF Dakota

On this the 29th day of March, 2023, before me, Lindsay Pritchard, the undersigned Assistant Secretary, personally appeared and acknowledged herself to be the Assistant Secretary of Infor (US), LLC, a Delaware Limited Liability Company, and that she, as such Assistant Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public ~~Justice of the Peace~~

My Commission Expires 01/31/2026



This notarization was completed via Remote Online Notarization
Notary Commission # 20297712
Notary Expiration Date: 01/31/2026
Dated March 29, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN102555145-Koch-CasCy-22-23	CONTACT NAME: _____	
	PHONE (A/C, No., Ext): _____	FAX (A/C, No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Old Republic Insurance Company		24147
INSURER B: North American Capacity Ins Co		25038
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** SEA-003909578-01 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		X	MWZY 315812 22	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	MWC 314306 22	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Tech E&O/Cyber			5376.11	12/01/2022	12/01/2025	Limit each claim/aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A waiver of subrogation applies for the Tech E&O/Cyber policy in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Bureau of Purchase and Property 25 Capitol Street Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services <i>Marsh Risk & Insurance Services</i>
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Appendix 1 Business Associate Agreement

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Contractor. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement shall mean the State of New Hampshire Department of Administrative Services Employee and Retiree Health Benefit Program. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Business Associate Agreement

1. Catch-all Definitions

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. All terms not otherwise defined herein shall have the same meaning as those set forth in the HIPAA Rules.
- c. Specific Definitions:
 - i. "**PHI**" or "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by Business Associate from, or created, received, maintained, or transmitted by Business Associate on behalf of, Covered Entity.
 - ii. "SaaS Services" for this BAA refers solely to Business Associates Software as a Service (SaaS) products: S3F-S-CSPFSM-MT Infor CloudSuite Public Sector Financials & Supply Management –ION-S-PLTFM-EMBED Infor OS Core (ION, Ming.le, IDM), S3F-S-CSF-MT Infor Financials & Supply Management, HR Talent, and BBI-S-DENT-PLS Infor Birst Enterprise Plus Platform., which Covered Entity is entitled to use under a Subscription License and Services Agreement with Business Associate.
 - iii. "**Professional Services**" means consultative services provided by Business Associate and contracted under a "Professional Services Agreement" or "Software Services Agreement" with Infor.

2. Use and Disclosure of Protected Health Information (PHI)

- a. Business Associate shall not use, disclose, maintain or transmit PHI except as reasonably necessary to provide the services set forth in this Agreement or as required by law.
- b. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

- c. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. To the extent Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (a) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (b) an agreement from such third party to notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.
- e. Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate shall de-identify the PHI in a manner agreed upon by Business Associate and Covered Entity. Uses and disclosures of the de-identified information shall be limited to those consistent with the provisions of this Agreement.

3. Obligations and Activities of Business Associate

- a. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- b. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving PHI, ePHI, or Unsecured PHI as required by 45 CFR 164.410. The parties agree and acknowledge that attempted and unsuccessful attempts to breach data security occur, and this provision shall serve as notice to Covered Entity of all attempted or unsuccessful data security breaches.
- c. Business Associate shall report a breach or a potential breach to Covered Entity upon discovery of any such incident. Business Associate will handle breach notifications to individuals, the United States Department of Health and Human Services Office for Civil Rights, and, where applicable, the media. Should it be necessary to notify the media of any such breach, Business Associate will ensure that Covered Entity will receive notice of the breach prior to such incident being reported to the media.
- d. Business Associate shall, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure, as evidenced in writing, that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, including the duty to return or destroy PHI.
- e. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- f. Business Associate shall make available all of its internal practices, policies and procedures, books and records to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Rules.

Individual Rights and PHI

- g. Access. Make available Protected Health Information in a designated record set to the Covered Entity or designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- h. Amendment. Make available to Covered Entity, Protected Health Information for amendment in accordance with 45 CFR 164.526 where Business Associate maintains Protected Health

Information in a designated record set. Business Associate shall refer all such requests it receives from an individual under 45 CFR 164.526 to Covered Entity who shall be solely responsible to respond

i. ;Disclosure Accounting.

- i. Maintain and make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528. Notwithstanding the foregoing, Business Associate is entitled to assume that any disclosure that is directed by Covered Entity is a disclosure for treatment, payment, or health care operations purposes or otherwise a disclosure that does not require accounting as set forth in 45 CFR 164.528. If Covered Entity directs Business Associate to make a disclosure that requires an accounting by Business Associate, Covered Entity shall specifically notify Business Associate that such disclosure requires an accounting.
- ii. Business Associate shall not be required to record Disclosure Information or otherwise account for disclosures of individuals' PHI (a) for Treatment, Payment or Health Care Operations, (except where required by the HITECH Act, as of the effective dates of such requirements) (b) to the individual who is the subject of the PHI, to that individual's personal representative, or to another person or entity authorized by the individual (c) to persons involved in that individual's health care or payment for health care as provided by 45 Code of Federal Regulations § 164.510, (d) for notification for disaster relief purposes as provided by 45 Code of Federal Regulations § 164.510, (e) for national security or intelligence purposes, (f) to law enforcement officials or correctional institutions regarding inmates, (g) that are incident to a use or disclosure that is permitted by this Agreement or the ASO Agreement, (h) as part of a limited data set in accordance with 45 CFR 164.514(e), or (i) that occurred prior to Covered Entity's compliance date.
- iii. Unless otherwise provided by the HITECH Act and/or any accompanying regulations, Business Associate shall have available for Covered Entity the Disclosure Information for the six (6) years immediately preceding the date of Covered Entity's request for the Disclosure Information.

- j. Provision of Disclosure Accounting. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate will make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), the Disclosure Information regarding the Individual, so Covered Entity may meet its disclosure accounting obligations under 45 CFR 164.528 and the HITECH Act.

4. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR § 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

- d. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information located in a computing system under Covered Entity's control in compliance with the HIPAA Rules. Without limitation, Covered Entity shall only include the minimum amount of information necessary when submitting a technical support request to the Business Associate to identify the subject matter of the request. In addition, Business Associate does not act as, or have the obligations of a Business Associate with respect to Protected Health Information: (i) once it is sent to or from Covered Entity outside the SaaS Services over the public Internet; or (ii) provided to Business Associate by Covered Entity in violation of this BAA or the HIPAA Rules.

5. Term and Termination

- a. The term of this Business Associate Agreement shall be consistent with the underlying Agreement.
- b. In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement set forth herein. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
 - v. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the HIPAA Rules as in effect or as

amended.

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- e. Segregation. If any term or condition of this Business Associate Agreement or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Business Associate Agreement are declared severable.
- f. Survival. Provisions in this Business Associate Agreement regarding the use and disclosure of PHI and the return or destruction of PHI shall survive the termination of the underlying Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Infor (US), LLC

The State of New Hampshire

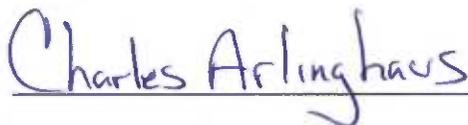
Contractor





Signature of Authorized Representative

Signature of Authorized Representative



Michelle Grant

Name of Authorized Representative

Name of Authorized Representative



Senior Director

Title of Authorized Representative

Title of Authorized Representative

Appendix #2 Work Order Request Form

WORK ORDER – REQUEST FORM	
INFORMATION	
Date: MM/DD/YYYY	Proposal Due Date: MM/DD/YYYY
Project Name:	
Agency Supported:	Submitter:
	1. <Name> 2. <Title> 3. <Contact Information>
Mandatory Expertise or Contractor Qualifications:	
<ul style="list-style-type: none"> • Text 	
Key Staff Required with Subject Matter Expertise:	
<ul style="list-style-type: none"> • Staff assigned to the following roles shall have knowledge of (X) Programs and experience with (X) requirements <ul style="list-style-type: none"> ○ <u>Staff Title</u> – Text ○ <u>Staff Title</u> – Text 	
Sample Work plan and Methodology Required?	Key Contractor Staff Resumes Required?
Compliance Requirements:	
STATEMENT OF WORK	
Project Overview: Describe how the work will meet statutory/regulatory/business requirements for the Agency that is associated with the project.	
Background and Current Processes:	
Assumptions/Risk Mitigation Plan:	

Appendix #2 Work Order Request Form

PROJECT DELIVERABLES AND MILESTONES
4. Deliverables:
Milestones:
INTERFACE REQUIREMENTS
5. Interfaces Required? 6. 7. 8.
Assumptions/Risk Mitigation Plan
STATE TEAM
9. SOW Project Manager 10. <Name> 11. <Title> 12. <Contact Information> 13.
Key Team Members 14. <Role> 15. <Name> 16. <Title> 17. <Contact Information> 18. 19. <Role> 20. <Name> 21. <Title> 22. <Contact Information>



Information Security Plan

This Information Security Plan ("ISP") is incorporated into the Order Form between Infor and the Customer named therein and sets forth Infor's current security measures that are designed to safeguard the hardware, equipment, and systems software configuration (i) on which Infor supports use of the Subscription Software (set forth in the Order Form) and the related Subscription Services and (ii) in which Customer Data has been provided, entered or uploaded for use by or with the Subscription Software by Customer or its Authorized Users (i and ii collectively, the "Systems"). For clarity, capitalized terms used in this ISP and not defined within this ISP have the meaning given such terms in the Software as a Service Agreement between Infor and such Customer (the "Agreement"). This ISP is not applicable to Infor managed service arrangements, where Customer's on-premise software is hosted by Infor pursuant to a separately negotiated professional services agreement.

Security threats, and the measures designed to protect against those security threats, are continually evolving, and Infor may change this ISP at any time without notice to Customer, provided Infor maintains a comparable or better level of security in the aggregate for the Systems and Customer Data.

1. General Security Standards

Infor maintains administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of the Systems, and the Customer Data Infor processes at the direction of the Customer, which are: (i) no less rigorous than those maintained by Infor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by applicable laws.

1.1. Security Officers

Infor has appointed one or more security officers responsible for coordinating and monitoring the security measures in this ISP.

1.2. Access Controls

Infor implements access controls to Customer Data, including the following measures:

- i. Infor assigns a unique ID to each person with computer access to Customer Data.
- ii. Infor identifies personnel who may grant, alter or cancel access to Customer Data, and restricts access to Customer Data on a least-privilege basis. Access to Customer Data is allowed only to personnel who have a "need-to-know" for delivering Subscription Services, and Infor maintains and updates a record of such personnel. Such access is logged and monitored.
- iii. Infor instructs Infor personnel having access to Customer Data to disable administrative sessions when computers are left unattended.
- iv. Infor deactivates Infor's employees' accounts from applications or data stores which contain Customer Data when such employees are terminated or transferred, or when they

no longer require access to such Customer Data. Infor regularly reviews the list of people and services with access to Customer Data and removes accounts that no longer require such access. Infor performs this review biannually at a minimum.

- v. Infor does not use manufacturer-supplied defaults for passwords and other security parameters on any Systems. Infor mandates the use of system-enforced “strong passwords,” according to generally accepted industry best practices on all Infor’s Systems. Infor requires that all passwords and access credentials be kept confidential and not be shared among personnel, and Infor deactivates passwords that are known to have been corrupted or disclosed.
- vi. Infor maintains an “account lockout” by disabling accounts with access to Customer Data when an account exceeds a specified number of consecutive incorrect password attempts.
- vii. Remote access to Systems holding Customer Data requires two-factor authentication (e.g., requires at least two separate factors for identifying users).

1.3. Intrusion detection and Prevention

Infor utilizes an intrusion detection system/intrusion prevention system (IDS/IPS) to monitor its Systems and its procedures for security breaches, violations and suspicious activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to the Systems, Systems misuse or theft, or mishandling of Customer Data). Infor regularly reviews access logs for signs of malicious behavior or unauthorized access.

1.4. Firewall

Infor maintains network firewall technology designed to protect Customer Data accessible from the Internet.

1.5. Updates

Infor keeps the Systems up to-date with upgrades, updates, bug fixes, and new versions.

1.6. Data Encryption

- i. In transit over public networks, Customer Data is encrypted with, at a minimum, TLS 1.2 or its logical successor.
- ii. While Customer Data is at rest within Systems, Customer Data is encrypted with, at a minimum, AES 256 bit or its logical successor.

1.7. Identity Management

Infor leverages a shared security model to distribute security. Infor has the ability to federate the applications in the Systems back to Customer’s identity management provider.

1.8. Malicious Software

Infor maintains generally accepted industry standard anti-malware/anti-virus software and, to the extent possible, uses near real-time protection features in an effort to provide Subscription Software and Subscription Services that do not contain any “time bombs,” “worms,” “viruses,” “Trojan horses,”

"protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable Customer Data or to prevent or limit Customer's access to Customer Data ("Malicious Code"). Upon discovery, Infor shall investigate, identify and remove such Malicious Code from the Subscription Software and Subscription Services.

1.9. Physical Security

Facilities containing the Systems will:

- i. be structurally designed to withstand adverse weather and other reasonably predictable natural conditions;
- ii. have appropriate physical environmental safeguards to help protect Systems from damage related to smoke, heat, water, fire, humidity, or fluctuations in electrical power;
- iii. be supported by on-site backup power generating systems; and
- iv. have appropriate controls designed to ensure that only authorised personnel are allowed physical access to the facility.

2. Audit

2.1. Audit Rights

Infor shall provide responses to Cloud Security Alliance's (CSA) Consensus Assessments Initiative Questionnaire (CAIQ), which will be updated annually.

As part of its vendor oversight program, Customer and (if applicable) its governmental regulatory agency may request, once per year in the form of a postal audit (i.e. a questionnaire that is based on ISO 27001), procedural documentation from Infor regarding its information security program, processes and controls. Infor agrees that to the extent such procedural documentation is readily available, Infor will supply such documentation that Customer may reasonably request, so long as such documentation does not (a) threaten the confidentiality, integrity or availability of data or services of Infor's other customers or (b) violate the confidentiality, integrity and availability of data or services of third parties providing Subscription Services to customer on behalf of Infor. Procedural documentation provided by Infor will not include evidence (for example, but not limited to, proof of training, proof of testing, results of risk assessments). Infor will respond to the questionnaire within 30 days; if this timeframe cannot be met, Infor will work with the Customer to arrive at an agreement for completion. All such documentation shall be Infor's Confidential Information. Infor will not consider Customer findings resulting from this postal audit.

2.2. Third Party Audit

Once in each 12-month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Infor's defined control objectives and control activities in connection with the Subscription Services. Infor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants Statement on Standards for Attestation Engagements No. 18 (SSAE 18) or an equivalent standard, which may include ISAE 3402 (the "Audit Report"). The Audit Report is Infor's Confidential Information, but is available to Customer on the Infor support portal. Customer may share a copy of such Audit Report with its auditors and regulators,

provided that the auditors and regulators are informed that such Audit Report is Infor's Confidential Information and must be protected accordingly.

In addition, once in each 12-month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the information security in connection with the Subscription Services for certain multi-tenant Subscription Software stated on trust.infor.com under ISO27001. Infor shall cause such auditor to prepare a report in accordance with the International Organization for Standardization (ISO) 27001 standard. The audit report will not be available to Customer; however Customer may obtain a copy of the resulting certificate from Infor's cloud security site (trust.infor.com) at any time. The certificate will identify the Subscription Software that is subject to the report. As part of this ISO 27001 certification, Infor maintains an Information Security Management System manual for the Subscription Software included in the certification, and the related Subscription Services, which helps to ensure the protection, confidentiality, integrity and availability of Infor assets used to provide such Subscription Services.

3. Change Management

Infor follows a change control process that governs the identification and implementation of changes within Infor's Subscription Services delivery resources to help prevent unwanted changes to application source code, interfaces, operating systems or back-end changes to data within existing fields and tables. All requested changes to Infor's Subscription Services delivery resources must follow an implementation change control process. Infor documents and retains a detailed record of its compliance with this process, such as a ticketing system, and records of testing procedures for any change, including without limitation the date and time of any such change and a description of the nature of the change.

4. Segregation of Customer Data; No Exploitation

4.1. Segregation

Customer Data is kept logically separated from Infor's data and the data of any other Infor customer by appropriate technical means.

4.2. No Exploitation; Aggregated Statistics

Customer Data is the Confidential Information of Customer, and Customer owns all proprietary rights to its Customer Data. Infor will not commercially exploit Customer Data and will not access Customer Data other than as needed to perform Subscription Services and fulfil its obligations in accordance with the Agreement.

Infor may collect Aggregated Statistics, which are the sole property of Infor and are not considered Customer Data. "Aggregated Statistics" are statistical data and performance information, generated through instrumentation and logging systems, regarding Customer's use and operation of the Subscription Software and Subscription Services.

5. Asset Management

Infor has a formal asset management process that includes:

- i. maintaining an inventory of assets used to provide Subscription Services ("Assets"), establishing clear ownership and control of Assets, being capable of identifying Assets, and managing the return, destruction, or removal of Customer Data from applicable Assets; and

- ii. procedures designed to protect Assets from threats and vulnerabilities, whether internal or external, deliberate or accidental.

6. Vulnerability Scanning and Penetration Testing

Infor maintains a vulnerability management process to scan for risks resulting from exploitation of published or identified flaws or weaknesses that could be exercised (accidentally or intentionally) and result in harm or unauthorized access to the Systems ("Vulnerabilities"). Infor will address Vulnerabilities within generally accepted industry standard time frames. Infor shall remediate or mitigate Vulnerabilities in a manner commensurate with the risk those Vulnerabilities represent, according to Infor's defined framework, which is consistent with generally accepted industry standards.

On an annual basis, Infor engages, at its own cost, an independent third party to conduct penetration testing, including human manual testing, to evaluate the security controls of multi-tenant Systems following generally accepted industry standard methodologies.

For multi-tenant Subscription Software, security testing assessments, including source code scans and Vulnerability scans, are conducted prior to code release and throughout the Subscription Software product lifecycle (i.e., in development and production environments) to help identify potential Vulnerabilities for remediation or mitigation. On an annual basis penetration testing is performed on multi-tenant Systems to identify Vulnerabilities for remediation or mitigation.

7. Information Security Incident Response

If Infor becomes aware that Customer Data has been, or is reasonably expected to be, subject to a use or disclosure not authorized by this ISP (an "Information Security Incident"), Infor shall: (i) promptly and without undue delay (and in any event within 48 hours of becoming aware of such Information Security Incident), notify Customer of the occurrence of such Information Security Incident; (ii) investigate and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to Customer; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Infor's control; and (v) cooperate with Customer's reasonable investigation or Customer's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident. Upon Customer's request, and at Customer's expense, in the event of an Information Security Incident, Infor shall deliver (to the extent allowed by law and subject to appropriate confidentiality protections) copies of records of applicable Systems activity (solely with respect to the Information Security Incident as it relates to Customer) to Customer for use in any Customer legal or regulatory proceeding or in any Customer governmental investigation.

8. Logging and Monitoring

Infor monitors its resources used to provide Subscription Services using a set of tools, specifically configured to manage logs and alerts. Log records are kept physically and virtually secured to help prevent tampering. Sensitive information and passwords are not logged under any circumstances. In addition to capturing service-related information, the monitoring tools allows administrators to keep track of user activity when entering and exiting the system.

9. Human Resource Security

Infor personnel delivering Subscription Services are subject to confidentiality obligations, are knowledgeable regarding information security threats and concerns, receive general security training

at least annually, and are equipped to support organizational information security policies in general as well as within their specific job functions.

10. Endpoint Device Controls (Infor Laptop, Workstations, and Mobile Devices)

Infor implements generally accepted industry practice security measures for the protection of endpoints including application and operating system patch management automation and anti-virus protection.

11. Data Return and Destruction

11.1. Return

Upon termination or expiration of Subscription Services, Infor shall promptly (within 3-5 business days upon receipt of Customer's written request) make all Customer Data available to Customer as a native database export provided through Infor's FTP server. If Customer requires the return of Customer Data in an alternate format or requires any other termination assistance services, Infor and Customer shall mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services.

11.2. Destruction

Infor will permanently delete all (online or network accessible) instances of Customer Data within 30 days after the termination or expiration of Subscription Services. Infor will use generally accepted industry-standard processes to dispose of hardware and physical components containing Customer Data. All storage is electronically wiped (zeroed) prior to being deployed or decommissioned from the Infor production environment.

12. Subcontractors

Infor subcontractors furnishing goods and services to Infor with respect to Infor's Subscription Services shall furnish such goods and services on terms substantially similar to those set forth in this ISP. Before engaging such third party subcontractor to perform any of the Subscription Services hereunder, Infor shall vet such third party with reasonable diligence in order to help ensure that such third party can comply with the confidentiality and security obligations hereunder. Infor is responsible for all actions of its subcontractors in supporting the Subscription Services.

Disclaimer: The following products may have additional or different security terms: Anaël (SaaS) (France); Nexus AppXpress (SaaS), Nexus Live Visibility (SaaS), Nexus Factory Management (SaaS), Nexus Inventory Management (SaaS), Nexus Supply Chain Finance (SaaS), Nexus Supply Collaboration (SaaS), Nexus Transportation Management (SaaS), Nexus Supply Chain Visibility (SaaS), Nexus Procure to Pay (SaaS), Nexus Supply Chain Intelligence (SaaS); Revenue Mgmt Sys (SaaS); BPCS/LX, XA, System 21(SaaS).

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