Master Agreement

THIS MASTER AGREEMENT ("Master Agreement") is entered into on this <u>9th day of May, 2023</u> ("Effective Date"), is by and between the **County of San Mateo** (hereinafter referred to as the ("Customer") and **Infor (US) LLC** (hereinafter referred to as "Infor").

1. Infor shall provide certain software as described on the attached Order Form for the benefit of Customer under the terms of the attached Infor Software as a Service Agreement ("SaaS Agreement") and shall provide Professional Services as described in the attached Work Order.

2. The Initial Subscription Term of this Agreement shall be from <u>May 9th, 2023</u> through <u>May 8th, 2028</u>, After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless terminated according to the terms of the SaaS Agreement .

3. The total payment for the Initial Subscription Term for the Subscription Software under the SaaS Agreement shall be <u>$1,764,528.00</u>.

4. The estimated Services Fees for Professional Services as shown on the attached Work Order shall be <u>$1,319,676.00</u>.

5. The signatures of the parties below shall govern the entirety of the documents attached hereto.

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

COUNTY OF SAN MATEO

By:_____
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By: _____
Clerk of Said Board

Infor (US), LLC

By:_*Michelle Grant*_____   Michelle Grant, Senior Director

Date: 3/30/2023

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

1. <u>**Definitions.**</u>

"<u>**Affiliate**</u>" 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.

"<u>**Annual Period**</u>" means each successive 12-month period following the Effective Date.

"<u>**Authorized Users**</u>" means employees and individual contractors of Customer or its Affiliates authorized by Customer or its Affiliates to access the Subscription Software.

"<u>**Confidential Information**</u>" 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.

"<u>**Customer Data**</u>" 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.

"<u>**Discloser**</u>" means the party providing Confidential Information to the Recipient.

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

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

"<u>**Effective Date**</u>" means the last signature date below unless a different date is specified in the Effective Date field on the signature page.

"<u>**Initial Subscription Term**</u>" means the initial subscription period set forth on the applicable Order Form.

"<u>**Intellectual Property Rights**</u>" means any and all rights in patents, copyrights, trademarks and service marks.

"<u>**Order Form**</u>" 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.

"<u>**Personal Information**</u>" 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. To the extent that Customer indicates that Personal Information under Article 4(1) of the Regulation (EU) 2016/679 (General Data Protection Regulation) is or may become in scope under any Order Form, such Order Form shall expressly incorporate Infor's Data Protection Addendum into such Order Form by reference (and which will thereby be provided to Customer).

"<u>**Professional Services**</u>" is defined in Exhibit A (Professional Services) 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.

"<u>**Professional Services Fees**</u>" means, if applicable, the fees for Professional Services performed under the Agreement.

"**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 Agreement**" means the Service Level Agreement applicable to the Subscription Software and 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).

"**UserID**" 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. <u>Access Rights</u>. 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. <u>Documentation</u>. 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. <u>Additional Restrictions on Use of the Subscription Software and Subscription Services</u>. 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 that the Subscription Software and Subscription Services are U.S.-origin and supported from the U.S. in whole or part, and subject to U.S. export control laws and regulations and other applicable export and import laws and regulations. Customer agrees that neither it nor its Affiliates will export, reexport, transfer, or use the Subscription Software and Subscription Services in violation of applicable export or import laws or regulations, economic sanctions laws or regulations, or other applicable laws or regulations; any violation of the foregoing may result in immediate suspension or termination of the Subscription Services.

3. **Subscription Services.**

a. <u>Hosted Environment</u>. 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. <u>Support</u>. 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. The terms of Support are set forth in the Order Form and Service Level Agreement.

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

    d.   <u>Connectivity</u>. 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.   <u>Customizations</u>. 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.   **<u>Payment and Taxes</u>.**

    a.   <u>Payment of Subscription Fees</u>. Customer shall pay Infor the Subscription Fees set forth on the Order Form. 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 Order Form, invoices are due within 30 days of invoice date. After the Initial Subscription Term, the Subscription Fees shall be subject to annual adjustment. Except as otherwise set forth in this Agreement, Subscription Fees are non-refundable. Customer shall be responsible for reasonable fees associated with third party collection efforts actually incurred by Infor as a result of Customer's failure to pay any undisputed invoices on time.. Notwithstanding anything to the contrary in this Agreement, following 30 business 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.   <u>Taxes</u>. Customer is responsible for paying all taxes relating to this Agreement (except for taxes based on Infor's net income or capital stock). Applicable tax amounts (if any) are not included in the Subscription Fees set forth on any Order Form or the Professional Services Fees set forth on any Work Order. Infor will invoice Customer for applicable tax amounts and such invoices are payable in accordance with Section 4.a. and the Order Form as related to Subscription Fees and, if applicable, Exhibit A and the Work Order as related to Professional Services Fees.

    c.   **Invoice Dispute.** Infor will not exercise its suspension or termination rights with respect to non-payment by Customer if Customer reasonably disputes the applicable fees 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 Customer dispute must be made within 10 days of date of invoice. 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 irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

    5.   **<u>Limited Warranties, Disclaimer of Warranties, and Remedies</u>.**

    a.   <u>Limited Subscription Software Warranty by Infor and Remedy For Breach.</u> 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.   <u>Malicious Code</u>. 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. **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.**

d. **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.**

e. **HIGH RISK ACTIVITIES. THE SUSBSCRIPTION 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. <u>Confidentiality</u>. 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, or if the Recipient should be advised by counsel of any obligation to disclose such Confidential Information, the Recipient shall (if allowed by law) provide the Discloser with prompt notice of such request or advice so that the Discloser may seek a protective order or pursue other appropriate assurance of the confidential treatment of the Confidential Information. Regardless of whether or not a protective order or other assurance is obtained, the Recipient shall provide only that portion of the Discloser's Confidential Information which is legally required to be provided and to use reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished. Customer shall ensure that Authorized Users are bound by confidentiality obligations consistent with those above.

b. <u>Security Policies and Safeguards for Subscription Services</u>. Infor 's Information Security Plan, setting forth the security measures with respect to the Subscription Software and Subscription Services, is incorporated into the Order Form.

7. **<u>Indemnity by Infor</u>.** 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. **<u>Term and Termination</u>.**

a. <u>Term</u>. The Initial Subscription Term will be specified in the applicable Order Form. After the Initial Subscription Term, the Subscription Term shall renew for successive one-year Renewal Terms, unless either party provides written notice of non-renewal to the other

party at least ninety (90) days prior to expiration of the Initial Subscription Term or then current Renewal Term, as the case may be. Except as set forth in Sections 2(c), 8(b) or 11, the Subscription Term cannot be terminated prior to its expiration date.

b. <u>Right of Termination</u>. 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.

c. <u>Effect of Termination</u>. 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(b), Customer shall be entitled to a refund, on a pro rata basis, of any prepaid Subscription Fees under such Order Form applicable to the unused portion of the then-current Subscription Term following the effective date of termination.

d. <u>Transition Assistance</u>. Customer may request services to facilitate the orderly wind down, transition and migration of the Subscription Services under an Order Form from Infor to Customer or Customer's designee pursuant to terms of a mutually agreed to Work Order (the "Transition-out Services"). During the term of Transition-out Services beyond the expiration of any then scheduled Subscription Term, the Subscription Term will renew for up to 12 months pursuant to the terms of this Agreement and applicable Order Form, including pricing.

e. Customer agrees that it will take all necessary steps and make timely requests for the appropriation of funds to make all payments called for under the Agreement, and use its best efforts and take all steps to cause such appropriations to be made. In the event that (i) funds for the succeeding fiscal period cannot be obtained, (ii) the Customer has exhausted all legally available means for making payment called for under this Agreement, (iii) the Customer has not acquired, and has no intent to acquire during the subsequent fiscal period, software that has functions similar to those of the products and services licensed hereunder, and (iv) no funds have been appropriated for the acquisition of such software, then Customer may terminate this Agreement at the end of any fiscal period by giving notice to Infor as soon as reasonably practicable. Customer represents that funding has been appropriated sufficient to pay amounts due under this Agreement for the current fiscal year. For the avoidance of doubt, terminations under this section apply to subsequent Subscription Terms and do not entitle Customer to any refund of prepaid fees in the present Subscription Term

f. <u>Survival of Obligations</u>. 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. <u>LIMITATIONS OF LIABILITY.</u>

a. **LIMITED LIABILITY. EXCEPT WITH RESPECT TO (I) INFOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; (II) UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION RESULTING FROM A PARTY'S ACTIONS, WHICH LIABILITY SHALL BE SUBJECT TO SECTION 9(c) BELOW; (III) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF INFOR'S INTELLECTUAL PROPERTY RIGHTS; OR (IV) CUSTOMER'S OBLIGATION TO PAY FEES, THE TOTAL LIABILITY OF EITHER PARTY, ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), WHATEVER THE BASIS OF LIABILITY, (i) IN CONNECTION WITH OR RELATED TO THE SUBSCRIPTION SOFTWARE, THE SUBSCRIPTION SERVICES OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (OTHER THAN PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT, WHICH IS ADDRESSED IN (ii) BELOW) WILL NOT EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE TO INFOR HEREUNDER FOR THE ANNUAL PERIOD IN WHICH SUCH LIABILITY FIRST AROSE, OR (ii) IN CONNECTION WITH OR RELATED TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT, THE PROFESSIONAL SERVICES FEES PAID OR PAYABLE TO INFOR FOR THE PROFESSIONAL SERVICES GIVING RISE TO LIABILITY UNDER THE APPLICABLE WORK ORDER.**

b. **EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO (I) INFOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; OR (II) CUSTOMER'S INFRINGEMENT OR MISAPPROPRIATION OF INFOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THIRD PARTY LICENSORS (IN THE CASE OF INFOR) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES 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. **UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION. WITH RESPECT TO UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION RESULTING FROM A PARTY'S ACTIONS, THE TOTAL LIABILITY OF THE BREACHING PARTY, ITS AFFILIATES AND THIRD PARTY LICENSORS (IN THE CASE OF INFOR), SHALL NOT EXCEED THREE (3) TIMES THE SUBSCRIPTION FEES PAID OR PAYABLE TO INFOR HEREUNDER FOR THE ANNUAL PERIOD IN WHICH SUCH LIABILITY FIRST AROSE. TO THE EXTENT SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF PERSONAL INFORMATION, DIRECT 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, 133 Peachtree Street NE, 24th Floor, Atlanta, GA 30303 and legalnotices@infor.com, or to such other place as Infor may subsequently designate for its receipt of notices.

11.   Force Majeure. Except with respect to the payment of fees hereunder, neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including, without limitation, Acts of God, war, terrorist acts, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance, or the threat of any of the foregoing (a "Force Majeure Event"). A party seeking to excuse its non-performance as a result of a Force Majeure Event shall have the burden of proof to demonstrate that the Force Majeure Event prevents its performance and must, upon becoming aware of a Force Majeure Event that prevents its performance, provide written notice to the other party specifying the details in such regard (a "Force Majeure Notice"). If, within thirty (30) days following a party's provision of a Force Majeure Notice, such party is unable to provide written assurances of its ability to perform in accordance with the Agreement, the other party shall be entitled to terminate the Agreement or suspend its performance thereunder upon providing written notice.

12.   Assignment. Customer may not assign or transfer any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of Infor. Notwithstanding the foregoing, the named Customer specified above may, upon written notice to Infor, but without requirement of Infor's consent, assign or transfer this Agreement in its entirety (including all Order Forms) to a successor of Customer in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided Customer is not in breach of this Agreement and such successor has agreed, in writing, to assume all of the obligations of Customer hereunder. Any attempted assignment or transfer in violation of the foregoing will be void.

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

14.   Choice of Law; Severability. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without application of any conflict of laws provisions thereof, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of New York, without application of any conflict of laws provisions thereof. This Agreement is originally written in the English language and the English language version shall control over any translations. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement.

15.   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.

16.   Miscellaneous. Infor and Customer are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. This Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party.

17.   Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications, representations and understandings between the parties about its subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely upon, and shall have no remedy in respect of, any statement or representation of any person other than as expressly set out in this Agreement. Any purchase order or similar document that may be issued by Customer in connection with this Agreement does not modify, supplement or add terms to this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby may be executed in counterparts. An executed document that has been delivered via fax, electronic or digital means shall be treated as an original.

18.   **Employee Jury Service.** Infor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Infor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Infor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Infor or that Infor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Infor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Infor has no employees in San Mateo County, it is sufficient for Infor to provide the following written statement to Customer: "For purposes of San Mateo County's jury service ordinance, Infor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Infor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-

hundred thousand dollars ($100,000), but Imfor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

19. **History of Discrimination.** Infor certifies that no finding of discrimination has been issued in the past 365 days against Infor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Infor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Infor shall provide Customer with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the Customer.

20. **Electronic Signature.** Both Customer and Infor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and Customer's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

21. **Insurance**

   a) General Requirements

   Infor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Infor shall use diligence to obtain such insurance and to obtain such approval. Infor shall furnish Customer with certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to Customer of any cancellation or modification of the policy.

   b) Workers' Compensation and Employer's Liability Insurance

   Infor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Infor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

   c) Liability Insurance

   Infor shall take out and maintain during the term of this Agreement such bodily injury liability, property damage liability and professional liability insurance as shall insure Infor and all of its employees/officers/agents while performing work covered by this Agreement for claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from Infor's operations under this Agreement, whether such operations be by Infor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be in the amounts specified below:

i.	Comprehensive General Liability…	$1,000,000
ii.	Motor Vehicle Liability Insurance…	$1,000,000
iii.	Professional Liability………………	$1,000,000
iv.	Cyber Liability……………………....	$5,000,000

   Customer and its officers, agents, employees, and servants shall be included as additional insured on any such policies of insurance, except for the professional liability policy, which shall also contain a provision that (a) the insurance afforded thereby to Customer and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the Customer or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

   In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, Customer, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

22. **California Public Requests Act.** Nothing in this Agreement shall prevent Customer from complying with legal obligations to disclose information, including Confidential Information, pursuant to the California Public Records Act (Cal. Gov. Code § 7920 et seq.), subpoena, court order, or other legal authority.

23. **Data & Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Infor under this

Agreement shall become the property of Customer and shall be promptly delivered to Customer. Upon termination, Infor may make and retain a copy of such contract materials if permitted by law.

24. **Reimbursable Travel Expenses.** To the extent that this Agreement authorizes reimbursements to Infor for travel, lodging, and other related expenses as defined in this section, the Infor must comply with all the terms of this section in order to be reimbursed for travel.

a) Estimated travel expenses must be submitted to authorized Customer personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

b) Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the Customer.

c) Unless otherwise specified in this section, the Customer will reimburse Infor for reimbursable travel expenses for days when services were provided to the Customer. Infor must substantiate in writing to the Customer the actual services rendered and the specific dates. The Customer will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the Customer, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized Customer personnel.

d) Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Infor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Infor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.

e) The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at http://www.gsa.gov/portal/content/104877 or by searching http://www.gsa.gov for the term 'CONUS'). Customer policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

f) The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the Customer). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized Customer personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.

g) Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The customer will not reimburse for alcohol.

h) Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

Exhibit A
(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.

"**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 at least four (4) weeks 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 60 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 parties will limit the duration of a consultant's assignment to a particular location to less than one year. If a consultant is assigned to a particular location for more than one year and becomes subject to additional taxes as a result thereof, then Infor will increase consultant's compensation to cover such additional taxes, and Customer shall reimburse Infor for the amount of such increase.

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 the 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.

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

SaaS Order Form

This Order Form is subject to the terms of the Software as a Service Agreement between <u>Infor (US), LLC</u> ("Infor") and <u>County of San Mateo</u> ("Customer" or "Licensee") with an effective date of _____May 9th, 2023_____ (the "Master Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of the agreement control over 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. <u>Subscription Software- PROD: San Mateo – Includes One Production Environment and 2 Non-Production Environments.</u>

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	S3F-S-CSHSFSM-MT	Infor CloudSuite Healthcare Financials & Supply Management - SaaS MT	1,000	EM	CPRE
2	S3S-S-EDI-MT	EDI for Supply Chain Management - SaaS MT	1,000	EM	CPRE
3	S3S-S-MSC-MT	Mobile Supply Chain Management - SaaS MT	1,000	EM	CPRE
4	S3S-S-RCLM-MT	Item Lifecycle Management - SaaS MT	1,000	EM	CPRE
5	TAM-S-HCM-LTD-USE-MT	Infor HR Talent Limited Use for CS FSM - SaaS MT	1	ET	CPRE
6	S3O-S-CSFUS-MT	Infor Financials & Supply Management US Country Pack - SaaS MT	1	ET	CPRE
7	CLV-S-LCBHC-MT	Infor Clinical Bridge Healthcare - SaaS - MT	1,000	EM	CPRE
8	BBI-S-DHSTBUDR	Birst Cloud Hosting, Back-up, Data Recovery (Direct)	200	1.0GB	NAX
9	ION-S-ESSENTLS-CE	Infor OS Essentials - SaaS MT	1	TECH	CXTP
10	IPI-S-IAPROMDLR	Infor Process Modeler - SaaS MT	1	ET	CPRE
11	ION-S-STORAGE	Infor Storage	2,000	1.0GB	NAX
12	EDU-S-NOP-CPM	Infor Campus Plus Membership - All Campus Plus Content	1	ET	CXTP
13	IMS-S-CF-BUS	CareFor Business	1	IMS	NAX

- 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

- "**BBIENH**" = **Birst Enhancement** -   Customer's subscription to an Infor CloudSuite offering is upgraded so that users permitted to access such offering are also permitted to access Birst Enterprise.
- "**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.
- "**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
- "**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.

**Support Level for Subscription Software:

 "CXT" = Infor Essential (24X5); "CXTP" = 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

Additional Annual Subscription Fee for Year 1 - Year 2 of Initial Subscription Term: $332,295.00

Additional Annual Subscription Fee for Year 3 of Initial Subscription Term: $348,910.00

Additional Annual Subscription Fee for Year 4 of Initial Subscription Term: $366,355.00

Additional Annual Subscription Fee for Year 5 of Initial Subscription Term: $384,673.00

Initial Subscription Term: Order Form Date through 5 years from Order Form Date.

Fee for Initial Subscription Term:	**$1,764,528.00**
Total Amount Due (before applicable taxes):	**$1,764,528.00**

Price Protection for Renewal Terms:
Provided that the customer renews in increments of at least two annual years, the following option shall apply:

   Upon expiration of the Initial Subscription Term, the Subscription Fees shall be subject to annual adjustment. As applicable to each of the first 4 annual Renewal Term(s), the percentage increase in the Subscription Fees over the Annual Subscription Fee for the immediately preceding year shall not exceed 3% or the then-current year-over-year increase in the Consumer Price Index, whichever is greater.

Currency: USD

III. Payment Terms:

   Payment is due within 60 days of the date of the invoice.

   Customer shall pay the Annual Subscription Fee, in advance, as invoiced by Infor. The first Annual Subscription Fee, plus applicable taxes, will be invoiced promptly upon the Order Form Date. All other Annual Subscription Fees will be invoiced such that they are due prior to the commencement of the portion of the Subscription Term to which the Annual Subscription Fee applies.

Customer Account ID:	100192020
Infor GL ID:	US0AB
Account Executive Name:	Mitch Bowman

Primary-Use Address:	Invoice Address:
San Mateo Medical Center 222 W. 39th Avenue San Mateo, 94403-4364 USA	San Mateo Medical Center 222 W. 39th Avenue San Mateo, 94403-4364 USA
Contact Name: Jojo Aranzamendez	Contact Name: Jojo Aranzamendez
Contact Phone: (628) 222-3106	Contact Phone: (628) 222-3106
Contact email: c_jaranzamendez@smcgov.org	Contact email: c_jaranzamendez@smcgov.org

IV. Additional Terms

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).

The Service Level Agreement sets forth additional terms and conditions 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 Service Level Agreement can be found at: https://www.infor.com/service-level-description

The Information Security Plan sets forth additional terms and conditions 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. The Information Security is attached as Exhibit 1 for reference and is subject to change. Changes can be found at https://www.infor.com/security-plan.

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.

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.

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

Education Services – INFOR CAMPUS Membership: Customer has elected to subscribe to the INFOR CAMPUS Membership identified herein for the subscription term specified herein, which shall automatically renew on an annual basis at Infor's then-current fees unless Customer provides Infor with written notice of its election not to renew at least ninety (90) days prior to the start of the upcoming renewal period. Customer shall pay to Infor the annual fee applicable to each such renewal period prior to the commencement of the applicable annual renewal period. Infor reserves the right to suspend access to the INFOR CAMPUS Membership in the event of any past due fees. All payments associated with the INFOR CAMPUS Membership or any other education services are non-refundable. With respect to Infor Campus Plus Membership, notwithstanding anything to the contrary in the Agreement, Licensee shall be permitted access and use the Subscription Software specified above, during the subscription term specified herein, in an operating environment hosted by Infor.

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.

The Mobile Application Supplement is incorporated herein (the "Mobile Application Supplement") and sets forth additional terms and conditions applicable to Customer's access to and use of the Mobile Application Subscription Software licensed herein. The terms of the Agreement are hereby amended by the Mobile Application Supplement as it relates to the Mobile Application Subscription Software, in the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Application Supplement, the provisions of the Mobile Application Supplement shall govern and control. The Mobile Application Supplement can be found at: https://www.infor.com/mobile-application-supplement-on-saas.

By signing the Contract that includes this Order Form, Customer represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval

CCPA ADDENDUM
FOR INFOR LICENSEES

This CCPA Addendum ("Addendum"), effective as of _____ May 9th, 2023 _____ (the "Effective Date"), amends and supplements all agreements in effect between Infor (US), LLC or any entities controlled by Infor (US), LLC (collectively, "Infor"), and San Mateo Medical Center (collectively, "Licensee") (all such agreements, whether entered into prior to, on or after the Effective Date, the "Agreements"). The Addendum is hereby incorporated by reference into the Agreements and shall apply to the extent that Infor processes personal information subject to the CCPA on behalf of Licensee.

All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreements. If there is any inconsistency or conflict between this Addendum and any Agreement(s) in effect between Infor and Licensee, then as it relates to processing of personal information under the CCPA, the terms of this Addendum shall govern and control.

Infor and Licensee agree as follows:

1. **Definitions**

   "CCPA" means the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 et seq.

   "commercial purpose", "consumer", "personal information", "processing", and "sell", have the meanings ascribed to them under CCPA.

2. **Infor Responsibilities**: With respect to personal information received from Licensee under the Agreements, Infor agrees it will not:

   (a) sell the personal information; or

   (b) retain, use, or disclose the personal information for any purpose other than for the specific purpose of performing the services specified in the Agreements, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the services specified in the Agreements.

3. **Consumer Requests**. Infor shall pass to Licensee any requests from consumers relating to Infor's processing of personal information on behalf of Licensee and advise such consumers to submit their requests to Licensee, and Licensee shall be responsible for handling any such requests.

Exhibit 1 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.

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.

$$Availability = \frac{Act\$\%\&\ A(\%)\&\%*\&+ M)n\$t+s}{/0t\%\& A(\%)\&\%*\&+ M)n\$t+s} \ x100$$

- "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%).

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.

Limiting of Subscription Services. In the event of excessive demand, Infor may queue or prioritize requests to maintain system performance for all Customers without limiting Availability, provided the foregoing does not relieve Infor from its obligations of supplying adequate computing infrastructure for the Subscription Services. Infor will restrict a limitation in time and scope to the extent reasonably possible under the circumstances

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 (ie., 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 onInfor Concierge, located at **https://concierge.infor.com/**.

1.1 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

1.2 24 x7 Critical Incident Support

"Critical Incident Support" is defined as the delivery of Support for critical production service unusable (Severity 1) situations asdefined 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 workaroundis in place, or the incident severity can be lowered.

1.3 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 aquestion 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.

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

2.2 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.

2.3 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.

2.4 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.

1.1 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

1.2 <u>Response</u>

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

Infor CloudSuite Healthcare Work Order

This Work Order is Infor's Confidential Information (as defined in the Agreement (defined herein)).

Customer agrees to treat such Confidential Information in accordance with the Agreement.

Table of Contents

Introduction

This Work Order ("**Work Order**") is subject to the Software as a Service Agreement between Infor (US) LLC ("**Infor**") and County of San Mateo ("**Customer**") with an effective date of _____, as it may be amended (the "**Master Agreement**"). Capitalized terms not defined in this Work Order are defined in the Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Agreement.

This Work Order, together with the Agreement, 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. Infor is under no contractual obligation to provide any other services not identified within this Work Order or any Change Order.

The terms specified in this Work Order are subject to change if Infor has not received a signed counterpart hereof by Customer on or before: 4/30/2023.

Effective date of this Work Order ("Effective Date"):	-
Work Order Number:	OP-04382902
Prepared By:	Jon Kohlrusch
Project Name ("Project"):	CloudSuite Healthcare implementation

1.0 Project Overview and Deployment Method

Customer intends to replace its current ERP business applications and technology with Infor multi-tenant CloudSuite Healthcare as:

- Financials and Supply Management (FSM) (multi-tenant)

The table below identifies the CloudSuite Healthcare modules that are in scope for this work order.

CloudSuite Healthcare	
Record to Report	Global Ledger
	Global Ledger Allocations
Asset Creation to Period/Year End Close	Asset Accounting
Cash Forecasting to Period End Close	Cash Management
	Contract Management
	Requisitioning
	Requisition Self-Service
	Payables
	Accounts Payable Invoice Automation
	Matching
	Purchasing
	EDI (inbound and outbound)
Plan to	Inventory Control

CloudSuite Healthcare		
Inventory	Mobile Supply Chain Management- Par and Cycle Counting	
	Mobile Supply Chain Management- Receiving and Delivery	
Tools and Technology	Infor Process Automation	
	Infor Ming.le	
	ION	
	Spreadsheet Designer	
Analytics and Reporting	Infor Business Intelligence	
	Infor Analytics	

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 8 months (inclusive of Post Go-Live Support as defined in the Post Go-Live Support Scope section). The Project will be deployed in one (1) Project wave.

The graphic below depicts the estimated Project timeline with key tasks by Project wave.
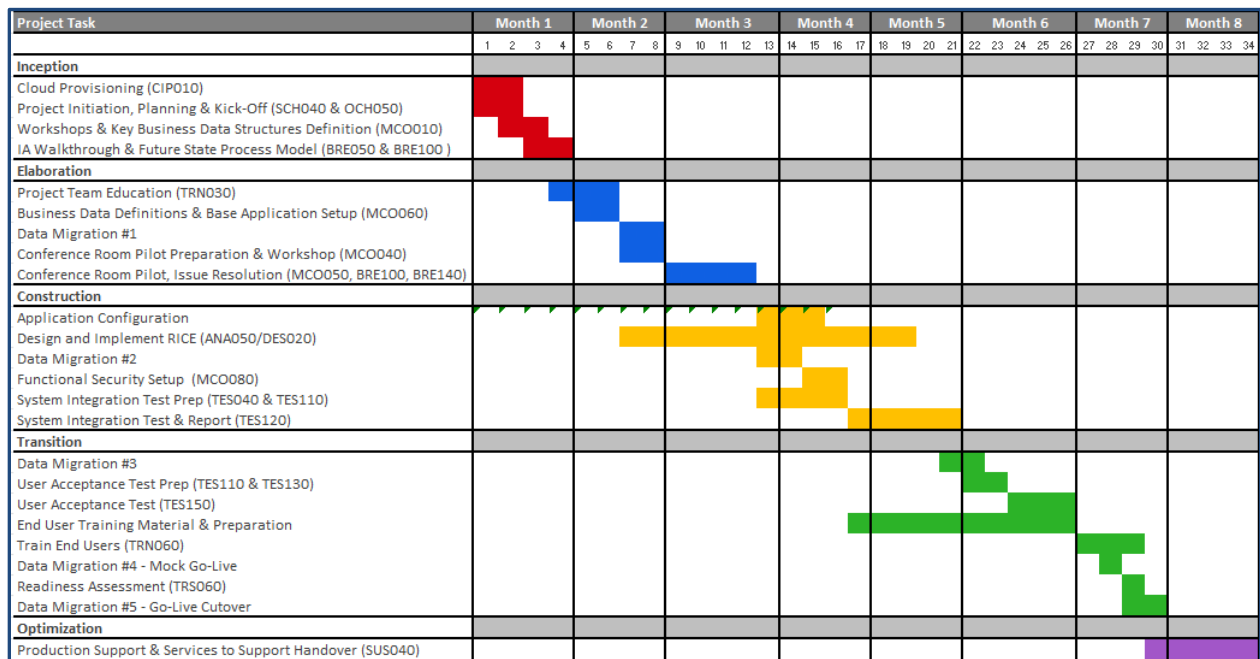
Project Schedule and Timeline Assumptions and Obligations:

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.

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	166
Differentiator	68
Unique	0

Business Processes included in Project Scope Assumptions and Obligations:

1. A listing of the in-scope Business Processes (BRE-100) 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.

2. During the Project, Infor reserves reasonable discretion to re-classify Business Processes in accordance with the above definitions, including, without limitation, Infor's release of Updates as defined in the Software Agreement. Any such reclassification that may result in a material change in scope, timeline or cost will be addressed pursuant to the Project Change Control Process.

3. Any adjustments to the Business Processes shall be made using Infor approved tools.

2.1.1 Subscription Software Implementation included in Project Scope

Subscription Software
CloudSuite Healthcare
Global Financial Controller

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
222 W. 39th Ave San Mateo, CA	Headquarters	Implementation site

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

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	C	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)
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	Custom Extension Integration Test Results

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
				responsible for Report development.	(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)
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)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
Data Cleansing and Mapping	Conversion mapping completed, along with an extract file layout to be used for data extraction from the source system.	C	R	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 (DCO-040)
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)
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.	C	R	Infor mapping tools and upload templates are used where applicable	Implement Conversion Components (DCO-080)
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.	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)
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)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
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 Archiving Scope

"**Data Archiving**" means the efforts associated with the identification and migration of inactive historical data from a prior Infor production system into a long-term storage and retrieval solution whether by manual or programmatic methods.

Customer is responsible for any data archiving solutions and strategies and is out of scope for Infor. Infor can provide these services at Customer's request, if available, pursuant to the Project Change Control Process.

2.3.6 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)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
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)

2.3.7 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.

2.4 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	Duration (Hours)	# Of Attendees
Global Ledger Structure	Up to 24	Up to 14
Data Reporting Overview	Up to 4	Up to 14
Dashboard and Visualizer	Up to 16	Up to 14
Application Security	Up to 16	Up to 14
EDI – Knowledge Transfer	Up to 8	Up to 14
MSCM – Knowledge Transfer	Up to 16	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	R	C		Aligned Leaders (OCM-020)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
	understand and agree upon the magnitude of the change, the Customer's readiness for the change, and the desired Project change outcomes.				
Document High-Level Case for Change	Benefits and value drivers for Customer change adoption.	I	R		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).	I	R		OCM Plan (OCM-080)
Develop End User Communications Strategy & Roadmap	Strategy and roadmap for Project-related communications with end users.	I	R		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).	I	R		End User Communications Plan (OCM-090)
Develop End User Communications Campaigns	Develop, conduct, and monitor Project-related end user communication campaigns.	I	R	Customer is 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	I	R		Engagement Strategy and Roadmap (OCM-060)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
	Project stakeholders and end users.				
Engagement Plan	Plan to engage Customer Project stakeholders and end users in accordance with Engagement Strategy and Roadmap (OCM-060)	I	R		Engagement Plan (OCM-100)
Execute Organizational Engagement	Track and manage OCM engagement activities.	I	R		Engaged Organization (OCM-170)
Establish Change Champion Network	Define, establish, and recruit Customer Change Champion Network.	I	R		Established Change Champion Network (OCM-150)
Manage Change Champion Network	Track and manage Customer Change Champion Network.	I	R		Managed Change Champion Network (OCM-160)
Develop End User Readiness Strategy & Roadmap	Strategy and roadmap for end user readiness.	I	R		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).	I	R		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.	I	R		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)	I	R		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	I	R	Customer responsible for: a) any required organizational and/or job design effort	Implemented Job and Role Transition Plan (OCM-200)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
	Transition Plan (OCMTe-190).			b) communicating job changes to impacted employees.	
Develop End User Adoption Measurement Plan	Develop adoption measurement plan for end users with relevant metrics and targets.	I	R		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)	I	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.	I	R		Adoption Reinforcement Strategy & Roadmap (OCM-220)

2.6 Project Team Education Scope

"**Project Team Education**" is not in scope for this Work Order.

2.7 End User Training Scope

"**End User Training**" or "**EUT**" means the work effort related to understanding, designing, developing, and delivering training to San Mateo County Health 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.	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	I	R	Pursuant to Section 2.8.1 Assumption #4, one (1) NON-PROD (TRN) tenant is required for EUT	End User Training Environment & Materials (TRN-050)

Deliverable	Deliverable Description	Infor	Customer	Assumption(s)	Deliverable Completion
	and Development Plan (TRN-045).			development and delivery.	
Develop End User Training Delivery Plan	Prepare EUT learning environment and logistics plan for EUT delivery.	I	R	Customer is responsible for all EUT delivery logistics, including: i.) enrolling and scheduling trainees and trainers, ii.) printing and shipping course materials, iii.) securing and preparing training equipment, facilities, and other physical plant requirements.	End User Training Delivery Plan (TRN-055)
Conduct End User Training	EUT delivered in accordance with EUT Training Delivery Plan (TRN-055).	I	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.	Skilled Users (TRN-060)
Post Go-Live Training Recommendations	EUT recommendations following Project close.	I	C		Post Go-Live Training Recommendation Report (TRN-070)

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	C	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 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	C	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 Software 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 Software 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 between Customer identity store (e.g., Active Directory) and Infor OS CE.	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 have a SCIM 2.0 compliant application, Customer will provide a server to run Infor Federation Services ("**IFS**") standalone software.	Configure Identity and Access Management (CIP-080)

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	Skilled Project Team (TRN-030)

Deliverable	Deliverable Description	Infor	Customer	Assumptions	Deliverable Completion
				Security Education per the Project schedule.	
Security development	Customer to map users to delivered Security roles and classes.	C	R	Security role customizations are out of 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		R	C	Testing Strategy (TES-010)

Deliverable	Deliverable Description	Deliverable Prerequisites	Infor	Customer	Deliverable Completion
	criteria, strategy, and approach.				
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. 2 test iteration(s)	SIT Plan (TES-040) SIT Scripts (TES-110)	C	R	SIT Report (TES-120)
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. 1 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. The Customer Project Team is responsible for reviewing the results from the executed test scripts and validation of Acceptance Criteria.

6. Customer and Infor jointly document issues.

2.9 Post Go-Live Support Scope

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

1 Post Go-Live events for the Project.

Project Wave/Rollout	Project Wave/Rollout Description	Post Go-Live Support Duration (# days)
Project wave #1	Cloudsuite Healthcare implementation	30

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.

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.	C	R	Project Management Plan (IPM-070)
Risk Management Plan	Plan to identify, assess, manage, and control Project risks. Provides updates as required.	C	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)
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 subject to the terms of the Software as a Service Agreement.

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 the **Error! Reference source not found.**Service

Fees section of this Work Order and are requested by Customer, the rate for such resources will be established at that time based on Infor's then-current rates.

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.

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	Deliverable Prerequisites	Infor	Customer	Deliverable Completion
Inception phase purpose is to initiate the implementation work of the Project and confirm and complete Customer in-scope business requirements. Project tasks include Project kick-off activities, confirming and prioritizing requirements, and defining Project strategy. This phase concludes with the baseline system architecture defined.					
Business Process Walk-through	Presentation of in-scope Business Processes.	Prepared Project Team (HRM-050)	R	C	Future State Process Model (BRE-050)
Deployment Approach	Project phasing, rollout plan when multiple Go-Lives.	Future State Process Model (BRE-050)	R	C	Global Deployment Approach (BRE-070)
Gap Analysis	Customer and Infor jointly review Future State Process Model (BRE-050) to determine any gaps between delivered Business Processes and Customer requirements and develop a prioritized list of gaps.	Future State Process Model (BRE-050)	R	C	MoSCoW Traceability Matrix (BRE-100)

Deliverable	Deliverable Description	Deliverable Prerequisites	Infor	Customer	Deliverable Completion
Key Business Data Structures	Define Customer key business data structures.	Future State Process Model (BRE-050) MoSCoW Traceability Matrix (BRE-100)	R	C	Key Data Definitions (MCO-010)
Elaboration phase purpose to update the defined in-scope business processes and associated system configuration. Project tasks include training the Project team, conducting conference room pilot to validate prototype, performing gap analysis, and revising the configuration as required. This phase concludes with the business blueprint validated by Customer.					
Customer Project Team Training	Infor to provide Customer Project Team training as defined in the Project Team Education Scope section of this Work Order.	Future State Process Model (BRE-050)	R	C	Skilled Project Team (TRN-030)
Business Data Definitions	Define data required for the configuration and setup of the applications.	Key Data Definitions (MCO-010)	R	C	Business Data Definitions (MCO-060)
Prototype Environment	Infor to provide Business Process configurations and/or templates and assist with mapping where applicable.	MoSCoW Traceability Matrix (BRE-100)	R	C	Prototype Environment (MCO-030)
Conference Room Pilot Preparation Workshop	Infor leads development of the CRP Plan. Customer to develop test cases to support the CRP.	Future State Process Model (BRE-050) MoSCoW Traceability Matrix (BRE-100)	R	C	CRP Scripts (MCO-040)
Conference Room Pilot ("**CRP**")	2 iterations of CRP will be conducted. CRP scripts are completed to record results of CRP. Application configuration and business process issues are identified and addressed.	CRP Plan (MCO-040)	R	C	CRP Report (MCO-050)
Business Blueprint	The "Business Blueprint" documents the in-scope business and technical design, including future business processes and impacted organizational areas.	Future State Process Model (BRE-050) CRP Report (MCO-050)	R	C	Business Blueprint (BRE-140)
Construction phase purpose is to complete the configuration, build and test the system. Project tasks include developing reports, interfaces, and extensions, rehearsing data conversions, and conducting system integration test. This phase concludes with the system ready for User Acceptance testing and deployment into production.					
Cutover Strategy	Cutover strategy to include schedule, tasks, roles, responsibilities, and assumptions.	Project Management Plan (IPM-070)	R	C	Cutover Strategy (TRS-010)

Deliverable	Deliverable Description	Deliverable Prerequisites	Infor	Customer	Deliverable Completion
Application Setup	Application setup based upon the CRP results and Business Blueprint.	Business Blueprint (BRE-140)	R	C	Application Setup Information (MCO-070)
Cutover Plan	Finalize plan and schedule for cutover.	Cutover Strategy (TRS-010)	R	C	Cutover Plan (TRS-020)
Transition phase purpose is to changeover the implemented system into production. Project tasks include performing final data conversions, User Acceptance testing, and End User Training. This phase concludes with system cutover to production					
Verify Production Readiness	Verify production readiness by completing a cutover checklist.	User Acceptance Test Report (TES-150) Cutover Plan (TRS-020)	R	C	Verify Production Readiness (TRS-060)
System in Production	System available to Customer for processing transactions	Verify Production Readiness (TRS-060)	C	R	System in Production (TRS-070)
Optimize phase purpose is to provide Post Go-Live Support by the Infor Project team as Customer assumes full ownership of the system. This phase concludes with the service to support handover and Project close.					
Go-Live Support	Go-Live support completed as per the Go-Live Support section of this Work Order.	System in Production (TRS-070)	C	R	Monitor and Respond to System Problems (SUS-010)
Services to Support Handover	Project completion- handover to Infor support.	Monitor and Respond to System Problems (SUS-010)	R	C	Services to Support Handover (SUS-040)

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 30 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 10 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).

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.

6.0 General Project Assumptions and Obligations

1. "**Software**" as used herein means, collectively, the In-Scope Subscription Software and In-Scope On-Premises 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-premises 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-Premises Software being implemented.

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.

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 subject to the terms listed in the Software as a Service Agreement. All Service Fees and Other Expenses are in US 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)
Services	$1,066,066.15
Clinical Bridge	$53,610.00
Data Transformation Services	$100,000.00
Total	**$1,319,676.00**

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 the Software as a Service Agreement. 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.

7.2 Fixed Service Fees

Customer agrees to pay Infor $1,319,676.00 USD for the fixed Service Fees described in this Work Order in accordance with the payment schedule below.

Customer shall pay such amounts as set forth below:

Fixed Fee Service	Payment Schedule	Installment Payment for Fixed Service Fee (USD)
Implementation Services	5/1/2023	$165,000.00
Implementation Services	6/1/2023	$165,000.00
Implementation Services	7/1/2023	$165,000.00
Implementation Services	8/1/2023	$165,000.00
Implementation Services	9/1/2023	$165,000.00
Implementation Services	10/1/2023	$165,000.00
Implementation Services	11/1/2023	$165,000.00
Implementation Services	12/1/2023	$164,676.00
		$1,319,676.00

Exhibit 1: Reports, Interfaces, Extensions

ID #	RICE Name	Description	Complexity	Type
1	Procurement Report		Low	Report
2	Stock Transfer Report		Low	Report
3	Inventory Disposition		Low	Report
4	Open Purchase Order Report		Low	Report
5	Package Tracking, Out of Stock		Low	Report
6	Negative Inventory Report		Low	Report
7	Over Under Report		Low	Report
8	Receipt Report		Low	Report
9	Restock Delivery		Low	Report
10	Stock Adjustments		Low	Report
11	Stock Move to Department		Low	Report
12	Stock Status		Low	Report
13	Stock Transfer		Low	Report
14	Purchase Order	hard copy/PDF copy of actual purchase order	Low	Report
15	Tax Audit XLS	tax percentage set along effective dates	Low	Report
16	User Security	list of users along with level of access	Low	Report
17	User List	list of active/non-active users	Low	Report
18	Vendor Agreement	agreement spend/status/etc.	Low	Report
19	Purchasing	All purchasing data with selected parameters	Low	Report
20	Accrued Receipts	Items received in Cad, but not paid yet.	Low	Report
21	Invoices Aged	List of Invoices in Cad by Categories "Received but Not Processed for up to 10 days", "Received but Not Processed for 11-30 days", "Received but Not Processed for 31-60 days", etc. 61-90, 91-180, 181-360, over 361 days.	Low	Report
22	PO receipts	View/Print receipts on individual POs.	Low	Report
23	Stock Move	capture transfer of items from org to org for period (normally during a month)	Low	Report

ID #	RICE Name	Description	Complexity	Type
24	Invoices status per AP clerk	list of invoices for each AP clerk by invoice status category: active, approved, dispatched, transferred, on-hold.	Low	Report
25	AP productivity report per period ## of invoices and line items per staff	how many invoices (including number of line items) were transferred in the identified period (#days, month, etc.)	Low	Report
26	Invoice General Report	general invoice search report by any/all available category: invoice #, period, vendor, product, AP clerk, PO#, etc.	Low	Report
27	Purchasing Summary/Detail	tally of purchasing transactions	Low	Report
28	Product Usage for stocked items	usage of stocked items	Low	Report
29	Month End Posting Details by Department	Expense posting	Low	Report
30	Monthly GL Report	capture movement of expenses	Low	Report
32	OFAS (AP)	PO transfers, Vendor info, etc.	Medium	
33	Vizient	EDI (810, 832, 850, 855), monthly purchasing data	Medium	

Exhibit 2: Data Conversions/Data Migrations

Conversion ID	Conversion/Migration Description	History to be converted/migrated
1	Vendor master	All active vendors with activity in prior year
2	Vendor balances	Open balances
3	Open AP invoices	Open balances
4	Chart of Accounts	All active accounts
5	Accounting Units	All active accounting units
6	GL balances	All active accounts
7	GL transactions	Current year transactions
8	Item Master	All active items
9	Item locations	All active locations
10	Item location inventory balances	Current balances
11	Open Contracts	All open contracts
12	Purchase orders	All open PO's
13	Purchase order receipts	All open receipts
14	Purchase order vendors	All active PO vendors
15	Requesters	All active requesters
16	Requesting locations	All active locations
17	Subledger summary data	Prior 2 years summary data

Exhibit 4: Clinical Bridge

Article I. Description of Clinical Bridge Services to be Provided

Infor professional services for the installation and configuration of Infor Clinical Bridge (ICB). Services include initial deployment of selected interfaces/adapters, as well as post-production integration services as outlined below.

Initial Deployment Services

- Configuration and customer set-up for provisioned Clinical Bridge environments
- Selection and identification which Clinical Bridge adapters will be deployed as part of the Initial Deployment Services
- Review integration requirements and modify business rules/mappings as needed
- Configuration for identified non-GA interfaces as listed below
- Go-Live events and Knowledge transference.
- Transition to Post Production Integration Services.

Post Production Services - Managed/Integration as a Service (IaaS)

Integration Services	All services related to the implementation and testing of Clinical Bridge interfaces.
Application Management	All services related to the management of the Clinical Bridge services.
Augmented Support	All services related to support of Clinical Bridge that is not expressly entitled via Infor Extreme.
Post-Production Planning	All services related to communication and reporting on Clinical Bridge.

Connected Systems

See the **Clinical Bridge - Generally Available Adapters.PDF – Attachment A** *for a complete matrix of all Infor qualified Clinical Bridge adapters.*

Qualified Infor Applications	Lawson v9, Lawson v10, Infor CSF/FSM v11
Clinical Applications	Epic 2010, Epic 2014-2019 (Optime) Cerner (Surginet)
Message/ Transactions	Infor Supply Mgmt Master Item Load, Master Item Updates, Replenishments, OR Utilization
	Infor POU Patient Demographics, Patient Scheduling, Case Utilization, Patient Charges
	Infor Financials Patient Revenue (G/L), Patient Refunds (A/P), Patient Refund Status
	Contract Mgmt Special Item Load, Special Item Updates

Throughout the course of the Project, deliverables will be created, and activities performed. The deliverables or activities are listed below:

Standard ICB Adapters (Built and tested via Infor product management.)

Initial Project Deployment Services for Clinical Bridge

- Provide Project Coordination services including Status Calls, Project Planning, and Issue Tracking.
- Installation and configuration of ICB.
    - Infor Clinical Bridge Set-up (Test and Prod).
    - Infor Clinical Bridge BOX(es) for Generally Available Interfaces version deployed.

Infor Response Prepared for San Mateo County Health

The implementation of any required Clinical Bridge service packs (best practice updates).
Connectivity Established with Infor/Lawson Supply Chain / POU / Financial / etc.

Connectivity Established with EMR's / Other Healthcare Application / Interface Engines.

Testing

Unit Testing - (Controlled set of tests per transaction type using specific and well-formed data.)
Integrated Testing - (End to end testing, from Infor Application through Clinical Bridge to Licensee connection.)
User Acceptance Testing - (Participation as needed as Licensee performs Application Tests.)

Browser Based Monitor Views configured and tested.
Go-Live Activities.
Transition to Post Production Integration Services.

Installation of subscription software needed to support this project will be performed by Infor's Cloud Operations team. These installation activities are out of scope for work to be performed by Infor Consulting Services (ICS) on this project.

Post Production Services - Managed/Integration as a Service (IaaS)

Includes but is not limited to the following examples:

Integration Services

IaaS services will enable customers to expand Clinical Bridge usage for any of the changes listed below.
Changes requested against production ready interfaces to accommodate any new business, security, or other interface requirements.
Implementation, testing, and production readiness for additional interface(s), not performed as part of the Initial Deployment Services.

(The interface must be a listed as a generally available Clinical Bridge adapter.)

Changes required due to Licensee's EMR (or 3rd party) applications including application upgrades or other Licensee requests.

Changes required due to Hardware/OS/Network, or security requirements.

Changing Licensee's EMR (or 3rd party) application with another qualified connected application.
(All communications for any of the Integration Service request should be communicated by Licensee in advance to any activity.)

Application Management

Changes required due to the provisioning of upgrades/patches relative to Clinical Bridge internal binaries/executables.
Changes required due to new best practices as outlined by Infor Services.

Changes required due to deployment from new Clinical Bridge Adapter content.
(All Licensee specific modifications will be reviewed, tested, and will remain operationally consistent during the upgrade.)
(All communications for any of these Application Management changes will be communicated by Infor Services in advance to any activity).

Augmented Support

Escalated support activities - initiated by Clinical Bridge Alert notifications, or Infor Extreme support case.
Changes requested relative to the Clinical Bridge Alerting properties, such as escalation levels, or alert recipient list.

Post-Production Planning

Scheduled Clinical Bridge Status Review and Strategic Planning Sessions
Using Clinical Bridge 19.x or higher on a qualified OS.
Any number of Generally Available (GA) interfaces may be implemented as part of the Initial Deployment services.

Project Assumptions

Using Clinical Bridge 19.x or higher on a qualified OS.
Any number of Generally Available (GA) Interfaces may be implemented as part of the Initial Deployment Services.
The number of selected interfaces for the Initial Deployment may be from one to the full complement of GA adapters.
Only a single inbound or outbound connection is made available from Clinical Bridge per interface/adapter.

All 3rd party data exchanges are HL7 2.x compliant (Unless otherwise indicated).
Using HL7 MLP protocol where applicable.
Browser based Monitoring is limited to the two (2) pre-defined Clinical Bridge views; Manager and Operations/View Only.
Travel is not required for services.
Post Production Services (IaaS) will be in effect and invoiced one (1) year from the service contract date.
Post Production Services (IaaS) will increase by 5% each subsequent year.
Post Production services term will equal the SaaS term.

Article II.
Article III. <u>Fees/Payment- Fixed Fee</u>

Payment Amount (USD)	Invoice Date
Clinical Bridge Deployment Services Year One **$53,610.00**	Billed at Project Commencement
Annual Post Production Services Year 2 and Forward (A Services Work Order will be created annually) **$15,671.00**	Billed Annually – Starting 1 Year after Project Commencement. (5%) Annual Increase will apply

Attachment A - **Clinical Bridge Services**

Clinical Bridge 19.x

Clinical Bridge 19.1 Adapters

Applications	Prebuilt Clinical Adapters	
Lawson Procurement 9.0.1+ Thru **Infor CSF 11** (7+ threads)	**Item Load** **Item Updates** **Replenishment** **Utilization**	Initial load of selected item information Periodic update of item information Automated requisitioning for pars Perpetual inventory location updates
Lawson Point of Use 10.0.0+ Thru **Infor Point of Use 11.x** (8+ threads)	**ADT** **Patient Scheduling** **Case Scheduling** **Patient Billing**	Admit, discharge, transfer updates Patient schedule updates Case schedule updates Adding charges back to patient record
Lawson Financials 9.0.1+ Thru **Infor CSF 11** (6+ threads)	**Patient Revenue** **Patient Refunds** **Patient Refunds Status**	General Ledger revenue posting *(Institutional & Professional)* AP patient refund checks processing AP patient refund check status
Contract Management 11.x (3+ threads)	**Contract Item Load** **Contract Item Updates**	Initial load of selected special item information Periodic update of special item information

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# Exhibit 5: Customer Resource Expectations

Recommended Resources

San Mateo County Health	Estimated Level of Effort based on 8-month timeline
Executive Project Sponsor	.05 FTE
Project Manager	1.25 FTE
Functional Lead - Finance	.50 -.75 FTE
Functional Lead - Supply Management	.75 - 1.00 FTE
Subject Matter Expert - Finance	.25 - .50 FTE
Subject Matter Expert - Supply Management	.25 - .50 FTE
Technical Lead	1 FTE
Technical Developers/Analysts	1.0 - 2.0 FTE
Total	**5.55 FTEs**

5.0.1 Project Organization

During project scoping, we will work with the San Mateo County Health to refine a staffing plan that aligns with the key resources from both the San Mateo County Health and Infor. Infor will work jointly with the San Mateo County Health to achieve its prioritized goals through efficient, cost-effective, and well-managed resources. We will apply the lessons learned and knowledge gained from the delivery of numerous projects as we jointly work to configure the application, integrate it with the San Mateo County Health's existing systems, and operationalize the improved business processes.

Figure 14: Project Organization
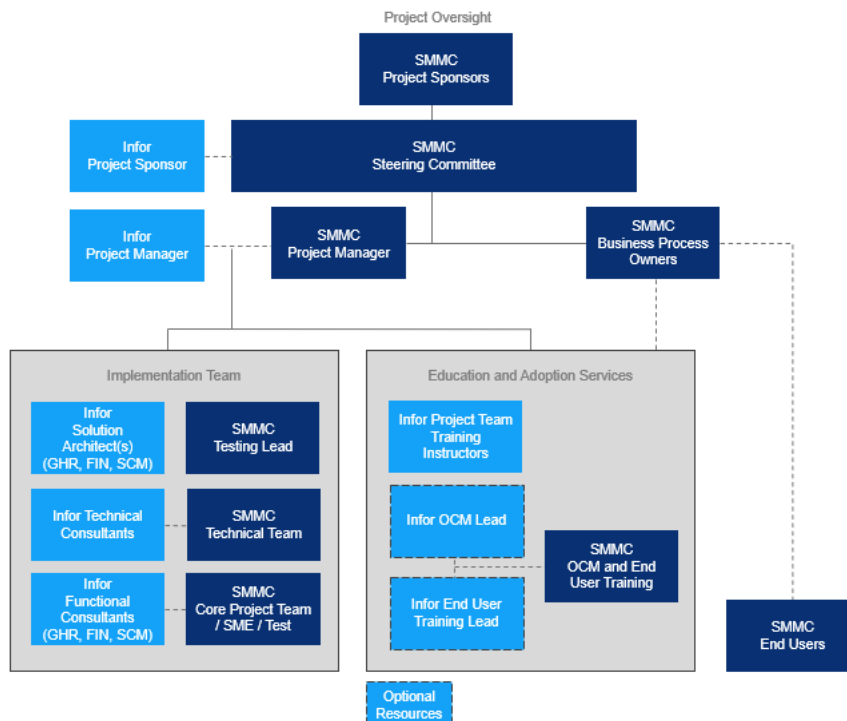
5.0.2 Infor Key Team Roles and Responsibilities

Table 1: Infor Key Team Roles and Responsibilities

Role	Responsibilities
Executive Sponsor	The Executive Sponsor participates in steering committee meetings and is available as an escalation point if necessary. Will interact with the project on a frequent basis to verify that the project is progressing on schedule and to budget, assist in developing the risk mitigation strategy and will provide with an initial escalation point beyond day-to-day project activities.
Infor Project Director	An Infor Project Director will work directly with the San Mateo County Health Project Team to plan the proposed implementation project. The Project Director has been involved with Infor implementation projects in similar organizations and brings a great amount of knowledge to the project team. The Project Director is ultimately responsible to San Mateo County Health Steering Committee on project status, issues, and successes. The Project Director will: • Provide Strategic Direction • Attend Project Steering Committee and Planning Meetings • Monitor the progress of work associated with the project • Resolve project issues with Project Managers
Infor Project Manager	The Infor Project Manager will work directly with San Mateo County Health Project Manager to plan, execute, and monitor the Infor project. The Project Manager has been involved with Infor implementation projects and brings a great amount of knowledge to the project team. The Project Manager will serve as the primary agent in helping San Mateo County Health achieve its tactical goals including a successful implementation, a positive business relationship with Infor, and to become and remain a satisfied client of Infor products and services.

Role	Responsibilities
	The Project Manager will also be responsible for the leadership of a team of consultants as well as assisting in the coordination of San Mateo County Health resources as they relate to project related tasks. The Project Manager will: • Be the primary point of contact for project related matters • Maintain the overall Infor and San Mateo County Health project relationship • Provide guidance to San Mateo County Health Project Management team • Manage San Mateo County Health's project satisfaction • Continually assess and recommend improvements to the procedures, activities, and policies that form the basis of the working relationship among San Mateo County Health and Infor • Provide required status reports • Own and maintain the project schedule • Conduct weekly project status meetings with management team
Infor Solution Architect	Infor Solution Architects provide the foundation for the technical delivery of the project, defining standards and best practices that the whole team leverage throughout the project. Our team of Solution Architects provide guidance to all members of the joint project team. There is typically one Solution Architect which provides consistency throughout the pre- to post-project activities. The Solution Architect acts as an advisor and escalation point for technical elements of the project.
Infor Functional Consultants (FIN, SCM, HCM, PAY)	Infor Functional Consultants are product specialists. These consultants have a concentrated knowledge base in proposed software applications and will provide expertise in our core competencies to assist San Mateo County Health during the project. These individuals are assigned to San Mateo County Health's project based on specific industry and/or application knowledge and experience. The Infor Functional Consultants will: • Control work schedule and task assignment for their specific product area • Determine whether functional timelines are met • Manage the functional design and implementation activities • Implement project procedures, guidelines, documentation standards and format content of deliverables in conjunction with San Mateo County Health project staff • Prepare project status reports for the Project Manager(s) • Assess functional scope changes and impact on the overall project, and inform Project Manager(s) of those impacts • Review all functional deliverables
Infor Technical Consultants	Infor Technical Consultants provide services that address many of the IT specific needs of San Mateo County Health. These services include data conversion planning and execution, interface/integration planning and development, workflow and customization design. They also provide consulting on report writing tools to address reporting and inquiry requirements. The Technical Consultants will: • Assist to establish and maintain required technical architecture and environments for development and production activities • Control work schedule and task assignments for technical team, including interfaces, conversions, reports, etc.) • Determine that technical timelines are met • Assist in preparing system test plans, technical readiness plans, and production schedule • Participate in the design, implementation, and testing of the applications • Report on technical matters to the Project Manager(s) • Implement project procedures, guidelines, and documentation standards and format content of deliverables in conjunction with San Mateo County Health project staff • Prepare project status reports for the Project Manager(s) • Provide project-related direction to all San Mateo County Health programmers, analysts, and other IT staff • Assess technical scope changes and impact on the overall project, and inform Project Manager(s) of those impacts

	• Review all technical deliverables

Role	Responsibilities
Infor Organizational Change Management Consultant	Infor OCM Consultant is an expert in preparing an organization for an ERP implementation. The Infor Change Management Consultant will work with the Customer OCM Lead to: • Assess organizational readiness for change • Develop organizational change management strategy • Identify organizational change management procedures • Define organizational change management activities
Infor Training Consultant	Infor Training Consultants have extensive experience in the planning, strategy and execution of training program(s) designed to address the needs of the various user communities who will access and use the Infor System. The Infor Training Consultant will work with the Infor Project Manager and Customer Training Lead to: • Determine/confirm training scope and approach • Define training responsibilities • Create training development plan • Develop training strategy document

5.0.3 San Mateo County Health Team Roles and Responsibilities

A key component in a successful implementation is to define the individuals that make up the project team. San Mateo County Health should include an Executive Sponsor/Steering Committee, Project Manager, Organizational Change Manager, Work Team Leaders for each application area, Subject Matter Experts, Technical Lead and Technical Support staff, Testing Lead, and Training lead. San Mateo County Health will need to establish implementation team roles that align with the brief descriptions for each of these roles below.

Table 2: Infor Key Team Roles and Responsibilities

Role	Responsibilities
San Mateo County Health Project Sponsor	It is assumed the Project Sponsor will communicate the project vision and success factors and establish project guidelines. He will direct policy/procedure decision-making, assist in issue resolution, and assist in the final live cut-over readiness decision. The Executive Committee will report progress to the Project Sponsor. It is expected that the Project Sponsor will be responsible for securing financing and resources, addressing issues brought to his/her attention by the Infor Project Manager, and assist the San Mateo County Health Project Manager in promoting the project throughout San Mateo County Health community.
San Mateo County Health Executive Steering Committee	It is assumed that San Mateo County Health will have the identified resources participate in Executive Committee that will meet regularly, and at key milestones. The Executive Committee will monitor the progress of the project, set priorities, make decisions regarding project issues, and resolve policy issues. The Executive Committee will also be involved in the final live cut-over readiness decision.
San Mateo County Health Project Manager	It is assumed that San Mateo County Health will assign one full-time Project Manager, who will work side-by-side with the Infor Project Manager to provide leadership to the project team. The Project Manager should have appropriate decision-making authority. The Project Manager will develop and maintain the project plan, set priorities, coordinate and assign tasks, and allocate resources to the plan. This individual will work closely with the Infor Project Manager to measure performance and progress and manage risk. San Mateo County Health Project Manager is usually very familiar with cross-functional requirements and upper management's goals and has the ability to lead a team of people from various departments. Although this person may be very knowledgeable of certain functional areas, they should not be assigned specific responsibilities for completing the activities associated with one or more applications. These responsibilities should reside with the Work Teams that are described below.
Role	Responsibilities
	The San Mateo County Health Project Manager will report to the Executive Sponsor. The San Mateo County Health Project Manager will oversee day-to-day project activities and be responsible for everything the project does or fails to do and has the primary responsibility for seeing to the Project's success. The Project Manager will: • Lead the project • Promote the project throughout San Mateo County Health community • Develop project strategy and approach • Provide status reports to the executive sponsors • Engage and manage all contractors • Manage issues and risks • Manage San Mateo County Health stakeholders' concerns
San Mateo County Health Business Process Owners	San Mateo County Health will assign Business Process Owners to participate in the project leadership in order to drive key functional business decisions for the core project team.

San Mateo County Health Functional Leads (Core Project Team)	San Mateo County Health will assign Functional Leads to attend project team training and become proficient in the applications to which they are assigned. Often these experts consist of Application Leads in their respective areas of expertise. The individuals designated for these roles should have: • A good working knowledge of how your organization's processes are performed, and • An understanding of the reasons for the current processes. • As part of the implementation process, these individuals will be: • Evaluating the new functionality available, and • Determining how their organization can make the most of new functionality. These individuals will be considered part of the core Project Team. They will complete project tasks as assigned in the plan, assist with system setup and configuration including making design decisions and obtaining approval as needed for those, documenting design decisions and configuration, participate in all Testing Stages, and assist in the design and testing of interfaces, process flows, form extension changes and reports. Recommended resources • Finance Team Lead • Supply Chain Team Lead • Payroll Team Lead
San Mateo County Health Subject Matter Experts (Core Project Team)	San Mateo County Health will assign Subject Matter Experts (SME's) to the core Project Team to work alongside the Team Leads. The SME's will: • Play a critical role in defining business needs and software functionality • Provide expert knowledge of a particular business area that will enhance the project team's understanding of the business needs • Provide direct support to San Mateo County Health end users as necessary Recommended resources • Finance Team SME's • Supply Chain Team SME's • Human Resources Team SME's • Benefits Team SME • Talent Management SME's • Payroll Team SME's

San Mateo County Health Technical Team	A team of Technical Experts will be involved in the technical duties that come with an Infor implementation. Examples include:
	
	• Security administration
	• Reporting
	• Process automation
	• Conversions
	• Extensions / Configurations
	
	Resources Recommended
	   IT Security Administrator
	   IT Programmer/Analysts
	   IT Team Lead

Role	Responsibilities
San Mateo County Health End-User Trainers / Content Developers	These individuals will: • Develop training strategy document • Develop end-user training plan • Coordinate development of training materials • Deliver End-User training Resources Recommended • Course Instructors Team SME's • Course Coordinators Team SME

Organizational Change Manager	This individual and their team will: • Work with the Infor Project Manager and the Infor Organizational Change Management resource to provide the framework and strategy for rolling out the new processes and procedures throughout the District, and • Utilize leading practices to drive the value that the District is looking for in a new system and allows District employees to become acclimated to the new way of doing business while reducing stress levels due to the large change that will be occurring. Resources Recommended • Organizational Change Manager
Testing Lead	A team member responsible for: • Working with the Infor Project Manager to deploy and manage the appropriate testing framework to meet the testing mandate. • Implementing appropriate measurements and metrics to be applied against the Testing Scripts and Scenarios, • Planning, deploying, and managing the testing effort for each Stage of the project, and • Managing the team members who are conducting the testing to assure proper due diligence is carried out throughout the testing process. Resources Recommended • Testing Lead

Post live Staffing Plan for Infor Cloudsuite Healthcare

SMMC Ongoing Infor Support & Process Improvement Staffing	Minimum FTE's *	Recommended FTE's **	Notes
Project Sponsor	As Needed	0.05	
Program Manager	As Needed	0.25	Perhaps split with other software systems
Project Manager	As Needed	1.00	Existing IT Manager, not additive
Finance Business Analyst	As needed	1.00	
Finance Business Owners	Per Dept	Per Dept	
Supply Chain Business Analyst(s)	1.00	1.00	
Supply Chain Business Owners	Per Dept	Per Dept	
IT Lead - Security and Rice	0.50	1.00	
IT Programmer / Analysts - RICE	As Needed	1.00	Can be done by Business Analysts too
Change Management and End User Training Leads	As Needed	As Needed	
End-User Courseware Developers	As Needed	As Needed	
Total FTE's	**1.50**	**5.30**	

   * The Minimum FTE's are based on Customer providing internal ongoing support after go-live.
   ** The Recommended FTE's is for organizations following a "continual process improvement" philosophy. Meaning after the initial go-live, additional process improvements are made and additional features and functionality in CloudSuite are rolled out.

Exhibit 6: Data Services

1. **DATA DISCOVERY**

Overview

Before migrating data to a new system, it is essential to understand applicable data sources, domains, and metadata. The process of metadata discovery is known as data profiling. Data profiling is an important preparatory task to determine the data challenges an entity will face, and how to best prepare for the movement of data from current system (source) to the new system (target). Data profiling is a key activity that occurs during the Data Discovery.

Services Provided

Infor will perform Data Discovery and metadata profiling, utilizing the automated Data Mesh Platform. After Infor has received item master data from the Customer, the Data Discovery and associated analysis will take place and include:

- Review of one (1) item master data source, including up to 250,000 records.
- Profiling of item master data elements including data quality at the column level, unique data types, values, ranges, and shortcomings.
- Two data workshops, each conducted remotely.
- Data analysis:
  - o Data profiling for key attributes including uniqueness, and completeness.
  - o Data cleanliness, including nulls, incorrectly formatted, corrupted, incomplete, or missing data.
  - o Data duplication, including items that could or should be consolidated into one item master.

Data Discovery output:
  - o Column level data quality
  - o Column types
  - o Column business meanings
  - o Value types and ranges
  - o Value distribution
  - o Data completeness and distinctiveness

Customer Obligations

Prior to Data Discovery, the Customer will upload (via an Infor secured portal), or provide access to source/domain files in CSV, EXCEL, or ODBC format.

Provide item master data subject matter expert (data steward) on a as need basis.

2. **DATA TRANSFORMATION**

Overview

"Data Transformation" refers to the cleansing and mastering (de-duplication) of source data in preparation for the migration/loading of transformed data to the target system.

Services Provided

Infor will perform cleansing and mastering activities utilizing the automated Data Mesh Platform. The following services are included:

- Cleansing and mastering of one (1) item master data source, including up to 250,000 records.
- Cleansing of incorrect, incomplete, corrupted or improperly formatted master data records.
- De-duplication of master data records including:
  - o Duplicate clustering
  - o Golden record identification (which record remains)
  - o Consolidation of necessary field information from the eliminated records into the remaining golden record

Data Transformation output:
  - o Cleansed and mastered data records
  - o Full auditing of cleansed and mastered data files

Customer Responsibilities

On a as need basis, the Customer will make available item master Subject Matter Experts (SMEs) and/or Data Stewards. Activities requiring significant Customer interaction include, but are not limited to, data profiling and consolidation, data cleansing and mastering rule determinations and data transformation testing.

General Assumptions and Obligations

- Any requirement(s) not specified in this Work Order will be addressed using the Change Control Process noted in the Agreement.
- Infor has the right to replace resources with like resources.
- Unless otherwise agreed upon by both parties, all work will be conducted remotely.

Price (Fixed Fee)
$100,000 USD