



Infor Global Professional Services Work Order

We look forward to embarking on this professional services collaboration. The mutual obligations, responsibilities, and assumptions described herein are based upon our intent to be your preferred partner and Infor's history of successful engagements and successes for thousands of customers across the world.

This "Work Order" by and between Infor (US), LLC (hereinafter referred to as "**Infor**") and the County of San Mateo (hereinafter referred to as the "**Customer**") is subject to the terms and conditions of the Master Agreement dated May 9th, 2023 ("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, but only for the subject matter of this Work Order. This Work Order, together with the Agreement, contain 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,

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

- Section 4 of the Master Agreement is amended to read as follows:

"The estimated Services Fees for Professional Services as shown on the attached Work Order shall be \$1,792,541.

In no event shall total payment for services under this Agreement exceed \$3,559,204.

Effective Date of Work Order: date of final signature below

Change Work Order: 3

Original Work Order Number: Agr.137333"

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; 9/30/25

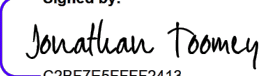
Customer Name ("Customer"):	County of San Mateo	
Infor Name ("Infor"):		
Work Order Effective Date ("Effective Date"):	Date of last signature	
Infor Work Order Number:	OP-04551113	
Project/Service Name:	Phase Two	
Prepared By:	Jon Kohlrusch	
Customer Invoice Email:	SMMC-Accounts-Payable@smcgov.org	
Customer Contact Information	Billing Contact	Project Contact
Contact Name	Gloria Padron	Haris Khan
Street Address City/Town, State/Province/Region Zip/Postal Code Country	222 W 39 th Ave, San Mateo, CA 94403	801 Gateway Blvd, South San Francisco, CA 94080
Phone/Fax #	650-573-3985	628-258-3269
Email (Required)	gpadron@smcgov.org	hkhan@smcgov.org



Signature

The parties have executed this Work Order through the signatures of their respective authorized representatives as of the Effective Date.

For: Infor (US), LLC

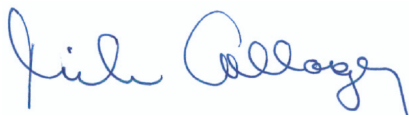
Signed by:			
	07 August 2025 14:07:16 EDT	Jonathan Toomey	Sr Operations Director
C2BE7E55EEE2413...			
_____ Infor Signature	_____ Date	_____ Infor Representative Name	

COUNTY OF SAN MATEO

By:  Resolution No. 081390
President, Board of Supervisors, San Mateo County

Date: August 26, 2025

ATTEST:

By: 
Clerk of Said Board



Work Order Terms

General Work Order Terms. The fees 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 Change Control Process section), approved under this Work Order, define the obligations of Infor and Customer including their respective roles and responsibilities. Infor is under no obligation to provide any other Services not identified within this this Work Order or any Change Order. Services language will be in the English language only. Services documentation will be in the English language only. “**Software**” as used herein means any licensed or subscribed software by the Customer under a Software Agreement. “**Software Agreement**” as used herein means the agreement under which the Software is provided to Customer. Nothing herein shall modify the Software Agreement.

Roles and General Responsibilities.

Both parties are responsible for:

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

Infor is responsible for:

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

Customer is responsible for:

1. Assigning resources empowered to complete their assigned Task(s) and perform their duties as defined in this Work Order in accordance with schedule(s). These resources, including non-Customer personnel, will be authorized to define Customer processes, policies, and requirements.
2. Purchasing its use rights to Software and active Support (if not included with the Software) for the duration of the Services and logging cases with Infor Customer Portal.
3. Procuring, administering, and maintaining all third-party hardware, software, networks, and systems not provided by Infor for the Services (“**Third-Party Items**”) (e.g., printers, scanners, handheld devices, servers, etc.) that meet the published compatibility requirements for Infor Software. Customer further warrants that it has sufficient legal rights to use Third-Party Items in the delivery of Services, and to permit Infor to use those Third-Party Items to the extent necessary to provide Services.
4. Establishing access rights for Infor to applicable systems which are no greater than necessary for Infor to perform the Services and reviewing and aligning Customer security roles and classifications with Infor provided security roles and classifications, when applicable. Customer is responsible for reviewing and assessing whether security design is sufficient for Customer requirements, such as audit, regulatory, etc.
5. Ensuring that the Scope of Services and exhibits accurately reflect then current information and conditions for Customer.

Change Control Process. Both parties must agree to any changes to this Work Order in accordance with the Change Control Process before any Services not set forth herein are performed. Without limitation, the parties shall use good faith efforts to negotiate a mutually agreeable “**Change Order**” to this Work Order at Infor’s then-current rates if the Services scope, timeline, estimated level of effort, resource commitments, Customer business requirements, and/or other obligations set forth in this Work Order change (or are likely to change) due to any mutually agreed change or because (i) any Customer-provided information is incomplete or inaccurate; (ii) a party fails to timely meet its obligations hereunder; or (iii) delays caused by a third party.

Task Responsibility Tables. The Scope Section of this Work Order and exhibits may utilize “Task Responsibility Tables” to allocate primary responsibility for certain Tasks. Infor’s responsibility in any Task Responsibility Table assumes: (1) that Customer is timely performing any Task or activity assigned to it which Infor’s Task depends and Infor is not solely responsible for such dependent Tasks and activities, and (2) Customer provides reasonable assistance, including without limitation being available for answers to questions, etc.



Service Fees Summary

Customer will pay Infor the fees (“**Service Fees**”) <and travel and living expenses (“**Other Expenses**”)> in accordance with Section 24, Reimbursable Travel Expenses, of the Agreement. All Service Fees and Other Expenses are in US Dollar (USD). 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.

The Service Fees in this Work Order will be billed as Time and Materials. Details of all Service Fees are provided in the tables below.

Service	Estimated Service Fees (currency)
Time and Materials Service Fees	\$91,500.00
Fixed Service Fees (Fixed Dates)	\$0.00
Total	\$91,500.00
(Services Discount)	\$(15,000)
Project Team Education Service Fees	\$0.00
Additional Service Fees	\$0.00
Total Service Fees	\$76,500.00

Project Service Fees, Assumptions and Obligations:

- Payment Terms:** Infor shall invoice Customer according to the Agreement or Work Order, as applicable. Customer will pay Infor the amount due in each invoice within 30 days of the date on the invoice. The payments are non-refundable.
- 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 Section 24, Reimbursable Travel Expenses, of the Agreement. Infor will invoice Customer separately for such Other Expenses as they are incurred.
- Service Fees Discount.** Infor will apply a Service Fee discount (“**Discount**”) as a reduction of applicable Service Fees listed in the table above as invoiced under this Work Order up to \$15,000.00. Availability of the Discount is conditioned and contingent upon the following: (1) Customer executing this Work Order on or before 9/30/25, (2) Customer is not in breach of the Agreement or this Work Order, including its ongoing obligation to pay all Service Fees when due and payable, and (3) Customer agrees to Go-Live on or before 7/1/26 (“**Target Go-Live Date**”) and timely performs its responsibilities herein to achieve the Target Go-Live Date. The Discount will be applied to each invoice under this Work Order on a pro-rata basis. For example, if 5 % of the total Service Fees are invoiced in a particular month, then 5% of the Discount amount will be applied against those Service Fees. When 50% of the Service Fees have been invoiced, a total of 50% of the Discount will have been applied. The Discount (1) applies only to applicable Service Fees and excludes Additional Service Fees and Other Expenses, (2) cannot be combined with any other discount, (3) is not redeemable for cash, (4) cannot be applied toward Change Orders against this Work Order, and (5) any unused Discount amount shall be forfeited.

In the event the Go-Live is delayed beyond the Target Go-Live Date, Customer agrees to reimburse Infor 5% of the total Discount for each week the Project extends past the Target Go-Live Date as liquidated damages.

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

Time and Materials Service Fees

Estimated time and costs for time and materials Service Fees listed in this Work Order represent an estimate only, and actual Project time, resource role, and fees may vary from the estimates provided. Infor will invoice Customer for all Service Fees and applicable charges on a monthly basis for services completed.

Service Fees Hourly Rates. The Service Fees hourly rates for resources in the table below are effective for the sole scope of this Work Order and related Change Orders until 7/1/26 at which time the rates for resources described in the Service Fees Estimate table below are subject to annual adjustments of 3% or the then-current year-over-year increase in the CPI, whichever is greater.



Service Fees Estimate			
Resource Role	Estimated Hours	Hourly Rate (USD)	Estimated Service Fees (USD)
Consultant, Sr.	151	\$280.00	42,280.00
Solution Architect	40	\$320.00	12,800.00
Project Manager	40	\$350.00	14,000.00
COE Sr Consultant Offshore	220	\$95.00	20,900.00
COE Project Manager Offshore	16	\$95.00	1,520.00
Time and Materials Service Fees Total			\$91,500.00

Scope of Services

Scope	Assumptions
Geography	County of San Mateo
Estimated Duration	3 months
Governance structure	Project Governance: Customer agrees to use the Infor-provided methods, tools, and templates. Infor and Customer will collaborate on a joint Project plan and schedule, meeting cadence and Project reporting. Infor is responsible for the staffing plan, for which Infor has sole discretion to determine the appropriate staff members based on factors such as expertise, skill set, availability, and other relevant considerations. The staffing plan may include use of subcontractors, provided that Infor is responsible for subcontractor compliance with this Work Order and Agreement. Individuals providing Services may have job titles which differ from the Project role(s) which they are performing.
Product & Services Scope	Infor will provide consulting services for the following items. 1- Implement Punchout with setup of up to 3 supported vendors. 2- Develop a medium complexity integration with Vizient for (4) files. (PO history, Item Master, Vendor, AP). 3- Develop small complexity integration with Coupa AIPA after match. 4- Setup default remit to Location ID using configuration console. 5- Setup taxable flag on invoice line item using configuration console. 6- Setup proof of delivery within Mobile Supply Chain. 7- AP message consulting to include assistance setting up a new message type and leveraging the delivered messages as needed. 8- Setup AP workflow trigger when invoice price doesn't match PO. 9- Setup list view search by PO for invoices. 10- Setup list view search to show processed status of invoice. 11- AP Invoice modifications to include defaulting Company field, relocate tax amount field and set AP default template to match the invoice template. 12- Create a script to clear Infor of stale requisitions not submitted.
Reports, Interfaces, and Extensions	The development of reports, interfaces and extensions are out of scope for this Work Order.
Data History	Data conversion is out of scope for this Work Order.



Exhibits

Exhibit X: CareFor Managed Services

Article I. 1.0 CareFor Managed Services Overview

Infor's CareFor Managed Services ("CareFor") are designed to assist customers with executing ongoing responsibilities in the post-go live phase related to the support, administration, and evolution of their Infor solution. Through defined capabilities within the CareFor portfolio, the CareFor Managed Services team will help Customer sustain their Infor solution by performing certain responsibilities as defined in this Work Order Exhibit.

Article II. 2.0 Software & Services in Scope

Infor shall provide Customer with services for the in-scope software as identified below and as described in Section 3.0 (collectively, "Services").

Software	User Count	Extension Lifecycle Management		Application Administration	Release Impact Management
		Support for Existing Extensions	Solution Enhancement		
Infor Financials and Supply Management (FSM) – Multi-Tenant	1,000	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope as Consumable Hours	In Scope

Software referenced herein is subject to the terms of the Software License Agreement and/or SaaS Agreement between the parties and nothing herein shall serve to modify such terms or expand the scope of the Software granted thereunder.

2.1 Service Consumption

As noted above, some of the service categories in the scope of this Work Order Exhibit will be consumed by Customer using allocations of "Consumable Hours", which are defined as the resource hours spent on Customer-reported issues and requests, including time spent on triage, research, estimating, troubleshooting, Customer interaction, and resolution activities.

- This Work Order Exhibit includes 240 Consumable Hours for use within each year in the term of this agreement. The Consumable Hours will be scheduled in four quarterly (3-month) allotments of 60 hours each.
- Customer will utilize their Consumable Hours entitlement for all efforts within the following service categories, and as such, related Infor efforts will be deducted from the Customer's allocations:
 - Extension Lifecycle Management Support as described in Section 3.2.1
 - Extension Lifecycle Management Solution Enhancement as described in Section 3.2.2
 - Application Administration as described in Section 3.4

Consumable Hours terms of usage

- Customer may carry forward no more than one-third (1/3) of the Consumable Hours allotted from any 3-month period, if unused in that period, into the next 3-month period during the Term of this agreement.



- No carryover of Consumable Hours is permitted beyond the Term of this agreement.
- Customer may pull Consumable Hours forward from future allotments when mutually agreed by the Parties. Hours may be pulled forward into Year 1 from Year 2. If there are negative hours in Quarter 4 of Year 2, Infor shall do an assessment that may require a true-up of hours.
- If Customer has utilized all authorized Consumable Hours and has additional requirements, Customer may purchase additional Consumable Hours as described in Section 9.0.
- Hours spent by the Service Delivery Manager (“SDM”) or Service Operations Manager (“SOM”) in support of Services governance and management are not charged against the allotments of Consumable Hours. If a SDM or SOM is required to perform Consumable Hours activities, such time will be charged to the Consumable Hours allotment.

Article III. 3.0 Services Description

Section 3.01 3.1 This section intentionally left blank

Section 3.02 3.2 Extension Lifecycle Management

Section 3.03 3.2.1 Support of Existing Extensions

Extension Lifecycle Management Support of Existing Extensions refers to support of the Customer’s current in-scope inventory of unique configurations, personalizations, workflows, reports, interfaces, and other non-standard application objects (“Extensions”), and consists of the following as requested and approved by the Customer:

- Support and troubleshoot issues that are diagnosed and confirmed to be caused by Extensions
- Remediate Extensions to resolve reported issues
- Remediate Extensions as needed in response to contents of application updates
- Revert to standard features when custom code becomes obsolete with delivery of an application update

Section 3.04 3.2.2 Solution Enhancement

Extension Lifecycle Management Solution Enhancement refers to efforts, at Customer’s request, to create new or modify Customer’s existing Extensions and consists of the following as requested and approved by the Customer:

- Develop new Extensions as requested and defined by Customer’s business and technical requirements using Infor extensibility tools. Refer to the Appendix for additional information.
- Update Extensions to enable new Customer business or technical requirements
- Assist with enablement of application configuration
- Assist with efforts to optimize business processes

Infor-resource hours spent on Solution Enhancement requests are consumed from a fixed allotment of resource hours as defined in Section 2.1. As such, the resource(s) assigned to a service request will position a solution approach and an estimate of resource hours needed to satisfy the request. Once Customer provides approval, the CareFor team will schedule the work.

Section 3.05 3.3 Release Impact Management

Release Impact Management refers to activities to evaluate and plan for the forthcoming cloud application update, and consists of the following:

- Review planned contents of the cloud application update and develop Customer-specific list of expected impacts



- For any Extensions included in the scope of Extension Lifecycle Management, provide recommendations for remediation and testing and review with Customer to confirm and prioritize
- Jointly establish a plan with Customer for prioritized actions to be taken

Section 3.06 3.4 Application Administration

Application Administration refers to application-level maintenance and administration related activities, and consists of the following, which will be performed as requested in the Customer's Production tenant unless otherwise noted:

- Provide Customer a report of logged application failures on a mutually agreed frequency
- Perform pre- and post-release administrative tasks for cloud application updates for Customer's production tenant and two (2) non-production tenants
- Perform pre- and post-execution administrative tasks for data copies or refreshes from the production tenant

4.0 Change Control Process

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

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

If either party believes a change to this Work Order Exhibit is necessary, such party shall issue to the other party a written change request ("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 Services cost and timelines. If additional scope of work necessary for the contemplated changes are not included in the Service Fees specified in the Service Fees section of this Work Order Exhibit and are requested by Customer, the rate for such additional scope of work 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 scope of work to be performed because of the Change Request.
- The estimated fee associated with such additional scope of work.
- 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 Exhibit.

The Infor Service Delivery Manager and the Customer primary contact recorded in the Customer Profile Document shall administer any approved 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 Exhibit and any subsequent Change Order.

5.0 Services Delivery

Section 3.07 5.1 Service Management

Infor assigns two roles to guide the overall execution of the Services for Customer as follows:

- Service Delivery Manager (SDM)
 - Provides post go-live service delivery oversight and serves as escalation point for Customer
 - Leads regularly scheduled service management meetings to discuss current activities and align on plans and priorities
 - Provides monthly service reporting and leads customer discussion of KPI performance
 - Serves as Customer contact for any non-standard requests



- Service Operations Manager (SOM)
 - Supports and integrates with the activities of Service Delivery Manager as needed
 - Manages the day-to-day operational progress and priority of cases and requests from Customer submission through resolution
 - Coordinates the resources and actions of the CareFor delivery team in line with Customer issue severities
 - Ensures status is communicated to Customer as defined and agreed in the Customer Profile Document

Section 3.08 5.2 Service Engagement

The following summarizes the engagement process for Customer service requests and Infor in subsequent support of service requests:

- Support a specific, limited number of Customer users of the Services who will be identified and named in the Customer Profile Document and enabled to submit support requests in the Infor case management system (“Key Users”)
- Key Users will log issues and service requests as service cases within the Infor Customer Portal and add email addresses of any other Customer users who should be notified of service case updates. Solution Enhancement requests are to be routed directly to the CareFor queue, whereas all others must be routed per standard procedure through Infor Support.
- If the case is within the scope of the Services, the Customer will be notified, and at which point the CareFor Service Operations Manager will initiate the Services under this Work Order Exhibit.
- The service case will be assigned to a CareFor resource based on the description and Priority of the case.
- The assigned CareFor resource(s) will review the case and, if needed, collaborate with the Customer Key User to understand and resolve the issue or request.
- Once a service request or issue resolution is completed and tested by the CareFor team, the Customer will be notified, and Customer will be responsible for user testing and confirmation of resolution.

5.3 Service Levels

In delivery of the Services, Infor categorizes Customer requests according to the following priority Levels. Once requests are routed to the CareFor team and a resource is assigned to address the request, they will engage with the Customer contact via the Infor Customer Portal to clarify the request, gather information, or request a meeting if necessary (collectively, “Response”). The below summarizes the target response times for the Services:

Priority	Category	Description	Target Response Times
Priority 1	Critical Production Service Unavailable	Service is unavailable for all users in production, or a critical business process in production has halted with no acceptable workarounds	Per Customer's contracted Infor product support plan response times
Priority 2	Major Impact	Service is severely impaired causing disruption to important business processes and there is no acceptable workaround.	
Priority 3	Medium Impact	Service is partially impaired. There is disruption to Important business processes, but there is an acceptable short-term workaround	
Priority 4	Standard	Service is fully operational. There are questions regarding functionality of the software or an issue where an acceptable workaround exists	



Priority	Category	Description	Target Response Times
	Solution EnhanceSDMent	Service request for new Extensions to existing solution to meet new or changed Customer business requirements	Within 24 business hours

Article IV. 6.0 Services Transition

After Work Order execution and prior to the first Production Go-Live for the initial Project wave as described in the Work Order, Infor will engage with Customer to conduct transition and onboarding activities to prepare to deliver the Services. This period shall involve the following activities:

- Assignment by Customer of a transition lead to work with Infor on the development of a transition plan and manage the timely execution of related Customer responsibilities
- Alignment on a transition plan, drafted by the Service Delivery Manager and Service Operations Manager, of service enablement deliverables, owners, stakeholders, and timelines
- Review by the CareFor team of Customer's related technical and process documentation
- Development and confirmation with Customer of a Customer Profile Document, specific to Customer, describing the aligned service and operational model, communication plan, and ongoing service reporting
- Enablement of Customer identified Key Users of the Services with set up and training in CareFor service ticket creation and management using the Infor Customer Portal

Article V. 7.0 Services Assumptions

The following assumptions apply generally to delivery of the Services in this Work Order Exhibit and are in addition to any service category assumptions defined in Section 3.0:

Services Design

- All services will be performed remotely. If Customer requests, and the Parties mutually agree, that Infor provide onsite visits, Customer shall pay for reasonable travel and living expenses.
- All communication will be in English.
- Business hours for the Services are between 8:00 am and 5:00 pm US Pacific Time Monday through Friday
- Customer will have no more than eight (8) Key Users of the Services.
- Customer Key Users have a base knowledge and working understanding of the Infor applications, business processes, and technical skills related to their roles and will provide end user application support, including application navigation and end user process execution guidance.
- SDM and SOM governance as detailed in Section 5.0 will be performed during US Business Hours only

Infor Requirements to Deliver the Services

- Customer has a current, valid, and paid contract for Infor Support for all the Infor products in scope.
- All the credentials needed to access the in-scope Infor products and to provide the Services will be provided by Customer.
- Customer will provide relevant contacts to assist Infor CareFor personnel during both transition and ongoing delivery of the Services. Failure to do so may impact Infor's ability to resolve cases.
- If necessary, site-to-site VPN information will be provided by the Customer to the CareFor team for configuration of the site-to-site VPN tunnel.
- Customer will provide complete and accurate documentation of their key business processes and Extensions for in-scope applications. If Customer is unable to do so, this may affect Infor's ability to resolve Customer's request quickly and effectively. Where Infor Global Professional Services ("GPS") is the implementation partner, the CareFor team will work with the GPS team to gather all available GPS-generated documentation as a first step.



- If requested, Customer will provide evidence of successful testing as documented for all in-scope Extensions. Where requested evidence of successful testing can't be provided by Customer, Infor's ability to resolve cases may be impacted. Resolution may require a separate engagement with Infor Global Professional Services or a certified Infor consulting partner. Any cost to Customer would be in addition to fees shown in Section 9.0 below.

Limitations to Services Scope

- Should Customer's named user counts shown in Section 2.0 increase by more than 10% at any time during the Term, the CareFor Change Control Process shall be followed to address such change in scope.
- This Work Order Exhibit does not include the delivery of consulting project work. As such, Infor reserves the right to consider a Customer-requested work effort to be a consulting project for reasons that include, but are not limited to, the requirement of deliverables not described in this Work Order Exhibit, the inherent need for project management or integrated architecture design by Infor, or a requirement of services noted below in Section 8.0. Infor uses an expected level of effort of forty (40) or more Consumable Hours as a trigger to evaluate the nature of Customer-requested work efforts. If Infor determines a Customer-requested work effort to be a consulting project, the effort must then be engaged under a separate Work Order with Infor Global Professional Services or other consulting services provider.
- Unless mutually agreed by the Parties, the Customer will be responsible for test script development, test script maintenance, and test execution, related to or resulting from the Services
- Unless mutually agreed by the Parties and included in the scope of Solution Enhancement, Customer will be responsible for documentation for use by or to support Customer's end users.
- If additional Software or application modules are added or other changes to the scope of the Services are made, these will be accommodated as a change order to this Work Order Exhibit after mutual review and acceptance by the Parties.
- All changes to the Services will be handled using the CareFor Change Control Process described in Section 4.0.

Article VI. 8.0 Exclusions

The following is a list of specific notable exclusions to the Services. This list is complementary to the scope of the Services defined above and within this Work Order Exhibit, as such it does not represent a comprehensive list of exclusions to the Services.

- Any other Infor product-related support or services not specifically defined herein
- Services or responsibilities within the scope of Infor Software Support or Infor Cloud Operations
- Services for any third-party products not listed in Section 2.0
- Infor and any other Software licensing
- Infor product maintenance/support fees
- New site rollouts, implementations, migrations, or initial application tenant set up
- User acceptance testing
- End user training
- Data archiving services
- Data correction execution or any other DBA services
- All support of Customer hardware and software used to access in-scope software

Article VII. 9.0 Services Fees

Services Fees for Year 1	
Quarterly Fee	Total Year 1 Fees
\$18,120	\$72,480

Services Fees for Year 2



Quarterly Fee	Total Year 2 Fees
\$18,120	\$72,480

Services Fees for Year 3	
Quarterly Fee	Total Year 3 Fees – for six (6) months only
\$18,120	\$36,240

***All amounts are in US Dollars unless otherwise specified**

- The Services provided pursuant to this Work Order Exhibit are provided on a fixed fee basis. Any variation to this Work Order Exhibit must be agreed to in writing by the Parties to amend this Work Order Exhibit accordingly. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables.
- Additional allotments of Consumable Hours for the scope in Section 2.1 can be purchased in blocks of 40 hours at a cost of \$6,000

Article VIII. 10.0 Payment Schedule

Quarterly Fees will be invoiced in advance of the three-month period to which such fees apply. Fees do not include applicable taxes, which will be added to each invoice. Customer will pay each Infor invoice within 30 days from the date of the invoice in accordance with the Agreement.

Article IX. 11.0 Work Order Exhibit Term

This Exhibit shall commence as of October 1, 2025 with the services Transition as described in the Work Order and the services shall continue for the initial term of 30 months.

Customer has the option to terminate this Work Order at any point after the first twelve (12) months of the Initial Term of this Work Order. Infor will discontinue the provision of Services (as stated herein) and Customer will promptly pay Infor for all Services rendered through the effective date of such termination. If Customer has pulled forward Consumable Hours from any future quarterly allotments, Infor will invoice Customer at a rate of \$150.00 per hour for those Consumable Hours. To exercise this option, Customer must provide written notice to the Infor Service Delivery Manager at least ninety (90) days prior to the planned date of termination.

Article X. Appendix

The below Infor Process Automation (IPA) workflows will be developed as part of the Services defined in Section 3.2.2 and the work effort to deliver the below requirements will be deducted from the "Consumable Hours"

Process	Complexity	Effort in Estimated Hours	Assumption
Requisition Approval • Set Up • Revisions to Submitted Requisition by Supply Chain • Re-approval requirement?	Medium	40	Standard – three (3) levels of approvals
Invoice batch file INT-210 - remap (Dept field to pick up FinanceDimension1 for the requesting location instead of pulling requesting location field, contract number based on parent-child contract set up)	Low	32	
PO data file INT-330 - remap (contract number based on parent-child contract set up, requester name changes to email of buyer instead of buyer name) and add ship to PEID from a list (i.e. SHOS316), add ship to PEID Address Code from a list for SMMC (i.e.c	Low	32	



SHOS316MM)			
Vendor import INT-160 + INT-170 - update to create all Vendor address location and not just 'A' and 'P' locations	Low	32	
Requester notification/Update/Notice of status change, backorder, and/or late delivery on requisition line	Low	32	
Verification of current INT-110 process causing Infor to disable subaccount 5711 even though the daily file has it marked as active	Low	32	
Total Hours		200	