



Order Form

This Order Form is made by and between Infor (US), Inc. ("Infor") and SHI International, Corp. ("SHI"). As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Master Customer Agreement including any amendments thereto, between Infor and Sweetwater Union High School District ("End User" or "Licensee") with an effective date of September 18, 2006 (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the Software Support Agreement dated September 18, 2006 (the "Support Agreement"). As it relates to the Subscription Software specified herein, this Order Form is subject to the terms and conditions of the Subscription License and Services Agreement between Infor and Licensee with an Effective Date of _____ (the "SaaS Agreement") (the License Agreement, the Support Agreement, and the SaaS Agreement collectively referred to as the "Agreement"). All terms of the Agreement are incorporated herein by reference. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement. For the avoidance of doubt, SHI is not a party to or responsible for the Agreement or any attached Exhibits.

Whereas, Infor and End User have entered into the Agreement whereby Infor agreed to provide Subscription Software and Subscription Services to End User; and

Whereas, SHI has agreed to be the distributor of the Infor subscription software licenses and subscription services; and

Whereas, SHI has further agreed to remit the agreed upon fees for the Subscription Software listed on this Order Form to Infor per the terms agreed by the parties.

NOW THEREFORE, for good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Infor is hereby authorizing SHI to distribute to Sweetwater Union High School District the Subscription Services and Subscription Software identified in Section I below under the terms provided herein. For the purposes of this Order Form "distribute" shall mean the right to resell the Subscription Software and Subscription Services under the terms of the Agreement executed with the End User without the right to access and use the Subscription Software and Subscription Services.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software Component Systems that are being licensed on a perpetual basis (and may be referred to in the Agreement as Component Systems, Software Component Systems, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

I. Component Systems Licensed to End User

I(a): PROD: Chula Vista

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**
			Quantity	Type	
1	APP-AD-LS3-901	Adapter for Lawson	1	SV	XTE
2	APP-AI-LS3	Authorizations Insight for Lawson S3	100	MNU	XTE
3	APP-AI-PS	Authorizations Insight for PeopleSoft	100	MNU	XTE
4	APP-AM-LS3	Access Manager for Lawson	100	MNU	XTE
5	APP-GL-LS3	General Ledger Insight for Lawson	100	MNU	XTE
6	APP-P2P-LS3	Procure to Pay Insight for Lawson	100	MNU	XTE
7	APP-PF-TM	Transaction Monitoring Core Module	100	MNU	XTE
8	APP-PF-UAM	User Access Monitoring Core Module	100	MNU	XTE

9	ION-BVBASE	Infor ION Business Vault Base Data Store	1	ET	XTE
					Total License Fee: \$59,600.00

* If specified in the User Restriction field:

- “ET” = **Enterprise** - Allows unlimited use of the Component System by the Licensee or by Licensee and other permitted subsidiaries to the extent expressly authorized in the License Agreement
- “MNU” = **Monitored Named Users** - The total number of named users on the systems being monitored. Where, Named Users is access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.
- “SV” = **Server** - Component System is licensed to a specific named (by model/serial #) server. The price of the Component System license and corresponding Maintenance & Support does not relate to the size or power of the server. If the Licensee replaces or upgrades their server, the license must be transferred to the new machine.

**** Support Level for Component Systems and Subscription Software:**

“XT” = Infor Essential (24X5)/ “XTP” = Infor Premium (24x7)/“XTE”= Infor Customer Success Plus program
 Descriptions of the XT and XTP Support plans can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>.
 A description of the XTE / Customer Success Plus program can be found at <https://www.infor.com/support/customer-success-plus/>

II. Support Services

Additional Annual Support Fee: \$13,112.00

Annual Escalation Percentage Cap (effective after the Initial Term): 3% for the first annual renewal, 4% for the second annual renewal and 5% for the third and fourth annual renewal; thereafter, 6%.

Initial Term of Support: Order Form Date through twelve (12) months from Order Form Date.

Committed Term of Support: Order Form Date through sixty (60) months from Order Form Date.

Fee for Initial Term of Support (including applicable taxes): \$13,112.00

III. Subscription Software Licensed to End User

I(b): PROD: Chula Vista

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	S3F-S-CSPSFSM-MT	Infor CloudSuite Public Sector Financials & Supply Management - SaaS MT	75	NU	CXTE
2	BBI-S-DENT-ANLU	Birst Cloud Analyst User (Direct)	2	NU	CXTE
3	BBI-S-DENT-BNSU	Birst Cloud Business User (Direct)	18	NU	CXTE
4	BBI-S-DENT-PLT	Birst Cloud Enterprise Edition Platform License (Direct)	1	ET	CXTE
5	BBI-S-DEPLOY-USW	Birst Cloud Deployment Site - US West	1	DA	CXTE
6	EDU-S-S3FM	Infor Campus Membership - CloudSuite Financials & Supply Management	75	NU	CXTE
7	ION-S-PIPELINES	Infor Data Lake Pipelines - SaaS MT	6	UTLM	CXTE
8	ION-S-PROCESS-EMBED	ION Messages for Infor - SaaS MT	3	MSG	CXTE

9	ION-S-STORAGE	Infor Storage	2	1.0TB	CXTE
10	S3F-S-GRA-MT	Grant Accounting - SaaS MT	75	NU	CXTE
11	SCS-S-PLUS	Customer Success Plus	1	ET	CXTE
12	TAM-S-GHRSU-MT	Global Human Resources - SaaS MT	75	EM	CXTE
13	TAM-S-HCM-LTD-USE-MT	Infor HCM Limited Use for CS FSM - SaaS MT	75	NU	CXTE
14	TAM-S-TMUSSU-MT	Talent Mgmt Lang Pack US Eng (en-US) - SaaS MT	1	ET	CXTE

I(c): PROD: Chula Vista

	Part # (if applicable)	Subscription Software	License Restriction*		Support Level**
			Quantity	Type	
1	SHRP-S-SHERPAGOV-BFM	Sherpa Gov Budget Formulation and Management Model SaaS	500	CTAOBM	CXT

For the purpose of the definitions below, Component System and Subscription Software may be used interchangeably.

* If specified in the User Restriction field:

- **“1.0TB” = Terabyte** - Represents the number of Storage capacity in Terabytes
- **“CTAOBM” = Customer Total Annual Operating Budget Millions** - Quantity represents access to and use of the Subscription Software for the benefit of Licensee up to the maximum aggregate Total Annual Operating Budget in Millions, where Quantity represents the maximum of such Total Annual Operating Budget in Millions of United States Dollars. Customer Total Annual Operating Budget in Millions means total of Licensee’s annual operating budget that is planned, priced, optimized, managed and/or forecasted by the Subscription Software. If during any fiscal year Total Annual Operating Budget in Millions is increased above the maximum Quantity specified, whether through organic or inorganic growth, then Licensee shall immediately report such increase above the maximum to Infor and such increase shall be subject to additional Subscription Fees.
- **“DA” = Data Center** - Quantity represents the maximum number of separate data centers having the Component System installed on machines located within it. Each separate data center requires a license. A Datacenter is the department in an enterprise that houses and maintains back-end information technology systems and data stores. Typically, this department and all the systems reside in one physical place or site.
- **“EM” = Employee** - The total number of individuals who are or have been employees of Licensee (whether employed on a full-time, part-time, seasonal or other basis) or independent contractors of Licensee (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 Licensee shall only count as Employees if their data is maintained or processed by the Component System for administrative, pension or payroll purposes. Within thirty days following each anniversary of the Order Form Date (each an “Anniversary”), Licensee 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 licensed quantity of Employees as of such Anniversary, Licensee will purchase additional licenses corresponding to such excess amount.
- **“ET” = Enterprise** - Allows unlimited use of the Component System by the Licensee or by Licensee and other permitted subsidiaries to the extent expressly authorized in the License Agreement
- **“MSG” = ION Message** - Quantity represents the aggregate volume of Messages, expressed in millions, exchanged between Infor software applications and third-party applications, application programming interfaces (APIs), message queues, shared directories, databases or network components for a 12-month period. A Message is a discrete inbound or outbound exchange of data (e.g. a report, order, requisition or inquiry) processed by Infor ION and routed to/from an application, APIs, message queues, shared directories, databases or other network component.
- **“NU” = Named Users** - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.
- **“UTLM” = Utilization - Metered** - Quantity represents the aggregate query or transfer volume, expressed in terabytes, for a 12-month period. Utilization is continuously metered and reported by Infor (a) in the case of query, based upon all queries against the applicable data source; and (b) in the case of transfer, for all transfers of data from the applicable data source. Utilization - Metered is subject to an annual reconciliation and true-up.

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

CXT = Essential Support– During the Subscription Term, Licensee is eligible to receive the standard support that Infor makes generally available to its subscription customers. No subscription options for support are included unless otherwise specified herein. Additional information regarding Subscription Services support may be found at: <http://www.infor.com/cloud/subscription/>

CXTE = Customer Success Plus Program - During the Subscription Term, Licensee is eligible to receive the standard support which Infor makes generally available to its subscription customers, and Licensee is eligible to receive access to a Customer Success Manager (CSM). The CSM focuses on the overall relationship with Licensee. The CSM's role is not technical in nature. The CSM interfaces with the Licensee's key stakeholders and applicable, strategic Infor contacts, including product management and development, as needed. The CSM schedules regular business and strategy meetings with Licensee. The goal of these meetings is to review progress toward Licensee's identified business goals and to help ensure alignment with Licensee's identified strategic objectives. Additional information regarding deliverables of CXTE may be found at: <https://www.infor.com/support/customer-success-plus/>

IV. Subscription Term and Subscription Fees

Annual Subscription Fee for table I(b): \$263,390.85

Annual Subscription Fee for table I(c): \$58,000.00

Initial Subscription Term: Order Form Date through thirty-six (36) months from Order Form Date.

Annual Escalation Percentage Cap for Renewal Terms: - As applicable for two Renewal Terms, the percentage increase in the Subscription Fees over the Annual Subscription Fee for the immediately preceding year shall not exceed 3%.

Fee for Initial Subscription Term (including applicable taxes): \$964,172.55

V. Fees and Payments

Total Amount Due (including applicable taxes): \$1,036,894.55

Unless otherwise specified all amounts are in United States Dollar.

Currency: USD

Payment Terms:

License and Support Fees

SHI shall pay the Total License Fee and the Fee for Initial Term of Support within thirty (30) days of Order Form Date.

Subscription Fee

Annual Payment Terms:

SHI 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. SHI shall pay all invoices within thirty (30) days of the date of the invoice.

End User Equipment (on which Component Systems will be installed):

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			

Licensee Account ID: 100064525

Infor GL ID: US0AB

Account Executive Name: Stephen Bury

Location where equipment is located (if blank, the Delivery Address shall be the licensed Equipment location):

End User Location:
Sweetwater Union High School District 455 Moss St. Chula Vista, CA 91911 USA
Contact Name: David Delacalzada
Contact Title: CIO
Contact Phone: (619) 632-7258
Contact email: david.delacalzada@sweetwaterschools.org

Delivery Address:	Invoice Address:
Sweetwater Union High School District 455 Moss St. Chula Vista, CA 91911 USA	SHI International Corp 290 Davidson Avenue Somerset, NJ 08873 USA
Contact Name: David Delacalzada	Contact Name: Bob Heimbrock
Contact Title: CIO	Contact Title:
Contact Phone: (619) 632-7258	Contact Phone: (859) 512-8384
Contact email: david.delacalzada@sweetwaterschools.org	Contact email: <u>Bob_Heimbrock@SHI.com</u>

VI. Additional Terms

1. Exhibit 1 – Service Level Description is attached to and made a part of this Order Form.
2. SHI agrees that no shipment shall be required for Component Systems previously licensed to the End User. For any new Component Systems licensed herein, Delivery shall be FOB Shipping Point.
3. Both parties represent and warrant that they have the authority to sign and enter into this Order Form.
4. All License Restrictions and Additional Terms specified herein shall be passed on to End User as a limitation on the license, and shall be in addition to any terms and conditions of the Agreement; the description and definition of each License Restriction Type shall be as specified above.
5. SHI's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services End User may choose to purchase from Infor contemporaneously with this Order Form or in the future.
6. Anything in the Agreement to the contrary notwithstanding, Infor warrants that for a period of ninety (90) days from the date of delivery, the Component Systems will function substantially in accordance with the user documentation provided by Infor. This limited warranty shall not apply to (a) updates, enhancements, or modifications provided pursuant to Infor's Support obligations, or (b) previously licensed Component Systems for which End User is changing User Restrictions (e.g., without limitation, adding users) under an Order Form.
7. By signing this Order Form, SHI, for itself and on behalf of End User, represents and warrants that all necessary authorizations and approvals have been obtained including, but not limited to, appropriation of funds and budget approval.
8. For U.S. Government entities, the following restricted rights clause applies: The Component Systems are a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component Systems only with those rights set forth in the license agreement accompanying the Component Systems. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement.
9. Infor Document Management: SHI will include the following provision in its order document with Licensee:

Since Licensee has the ability to gain access to certain Infor Document Management (DMG) Source Code, made available by Infor for the limited purpose of allowing such DMG Component System(s) to run on a desktop/laptop computer or other supported devices, Licensee acknowledges and agrees on following: 1) The Licensee is entitled to use this particular DMG Source Code for the sole purpose of allowing it to use the applicable Component System; 2) Infor does not entitle Licensee to modify such Source Code; 3) Infor neither assumes nor accepts responsibility or liability regarding any such modifications and will not provide Support for any Component System issues related to such modifications; 4) Any and all use of the DMG Source Code for any purpose other than for the limited purpose as specified above shall be deemed to be a breach of the Agreement.

10. SHI will include Exhibit 1, the Service Level Description, in its order document with Licensee:

VII. Additional SHI Terms

1. SHI is responsible for finalizing the End User order document in accordance with this Order Form and securing End User signatures thereon. SHI will maintain a complete record of all End User order documents and will forward a copy of the same promptly to Infor following End User's execution thereof and otherwise upon Infor's request. As required by applicable law, SHI may redact pricing and End User's confidential information from such End User order documents prior to providing a copy to Infor. In the event any additional terms and conditions are included in an End User order document between SHI and the End User, SHI will remain solely responsible for those additional terms and conditions.

2. Any purchase order or similar document that may be issued by SHI in connection with this Order Form does not modify this Order Form. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form.

3. Renewal Terms.

(A) Support. Unless otherwise specified herein, for each Annual Support Term subsequent to the Initial Support Term, the Support Fee shall be subject to successive annual increases of 6% or the then-current Consumer Price Index, whichever is greater. Support Fees are non-refundable. After the Initial Support Term, the Support term will automatically renew annually for twelve (12) month periods, unless either Party provides written notice of nonrenewal at least thirty (30) days prior to the commencement of the annual renewal period. Except as set forth in Section 4 below, the Support Term cannot be terminated prior to its expiration date. Late payments are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law. Notwithstanding anything to the contrary in this Order Form, Infor reserves the right to suspend access to Support in the event of any past due Support Fees.

(B). Subscription Software and Services. 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 Section 8(b) of the SaaS Agreement or the Appropriation of Funds provision herein, the Subscription Term cannot be terminated prior to its expiration date.

4. Termination. Either Party may terminate this Order Form on thirty (30) days' written notice of a material breach of this Order Form if such material breach is not cured within such 30-day period. Notwithstanding the foregoing, to the extent such material breach is not capable of being remedied through efforts of the breaching Party, the non-breaching Party has the right to terminate this Order Form on less than thirty days' written notice. Upon termination of this Order Form by either party, End User's license to the Component Systems and access to Support shall immediately terminate as of the effective date of such termination. Termination of this 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 this Order Form will be without prejudice to the terminating party's other rights and remedies pursuant to this Order Form, unless otherwise expressly stated herein.

5. Confidential Information. As used herein, "Confidential Information" means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of Infor includes, without limitation, the Documentation and the Component Systems, including any software code and all algorithms, methods, techniques, and processes revealed or utilized therein. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the receiving party; (ii) the disclosing party regularly discloses to third parties without restriction on disclosure; (iii) the receiving party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to the receiving party; or (iv) is independently developed by the receiving party without use of Confidential Information. The Confidential Information disclosed under this Order Form may be used, disclosed or reproduced only to the extent necessary to further and fulfill the purposes of this Order Form. Except as otherwise permitted under this Order Form, the receiving party will not knowingly disclose to any third party, or make any use of the disclosing party's Confidential Information. The receiving party will use at least the same standard of care to maintain the confidentiality of the disclosing party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than

reasonable care. The non-disclosure and non-use obligations of this Order Form will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the receiving party's receipt of that item; provided, however, that SHI's obligations to maintain the Component Systems and Documentation as confidential will survive in perpetuity. Each of SHI and Infor shall be responsible for the breach of the confidentiality terms contained in this Section by any of its directors, officers, employees, agents, accountants and advisors. If the receiving party should receive any legal request or process in any form seeking disclosure of the disclosing party's Confidential Information, or if the receiving party should be advised by counsel of any obligation to disclose such Confidential Information, the receiving party shall (if allowed by law) provide the disclosing party with prompt notice of such request or advice so that the disclosing party 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 receiving party shall furnish only that portion of the disclosing party's Confidential Information which is legally required to be furnished and to use reasonable efforts to assure that the information is maintained in confidence by the party to whom it is furnished.

6. Assignment. SHI may not assign or transfer any of its rights or obligations under this Order Form without the prior written consent of Infor, whether by operation of law or otherwise, including in connection with a change in control, merger, acquisition, consolidation, asset sale or other reorganization, and any attempt at such assignment or transfer will be void.
7. The Component Systems and Subscription Software embody Intellectual Property Rights of either Infor or its licensors. SHI represents and warrants that it will not claim any right, title or interest in the Intellectual Property Rights embodied within the Component Systems or Subscription Software. SHI acknowledges that all trademarks, registered trademarks, common law trademarks, trade names and service marks associated with the Component Systems and Subscription Software, any of Infor's predecessors or affiliates and the Infor logo are the property of, or under license to, Infor. SHI acknowledges and agrees that any acts or omissions of SHI that impair Infor's Intellectual Property Rights may result in irreparable and continuing damage to Infor for which a remedy of money damages alone will not satisfy and in such event Infor may pursue equitable remedies including injunctive relief.
8. Governing Law. Without regard to applicable conflicts of law principles, this Order Form shall be governed by and construed under the laws of the State of New York. The parties expressly exclude the Uniform Computer Information Transactions Act and United Nations Convention on Contracts of the International Sale of Goods from this Order Form.
9. Limited Software Warranty by Infor and Remedy For Breach. Anything in the Agreement to the contrary notwithstanding, Infor warrants that for a period of ninety (90) days from the date of delivery, the Component Systems will function substantially in accordance with the user documentation provided by Infor. This limited warranty shall not apply to (a) updates, enhancements, or modifications provided pursuant to Infor's Support obligations, or (b) previously licensed Component Systems for which End User is changing User Restrictions (e.g., without limitation, adding users) under an Order Form. Infor's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Component Systems giving rise to the breach of warranty. If Infor is unable to repair or replace such Component System within a reasonable period of time, then, subject to the limitations set forth in the paragraph titled "Limitation of Liability", SHI may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section are exclusive and in lieu of all other remedies, and represent Infor's sole obligations, for a breach of the foregoing warranty. SHI must provide notice to Infor of any warranty claim within the warranty period. **INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE COMPONENT SYSTEMS OR SUPPORT PROVIDED UNDER THIS ORDER FORM, IN WHOLE OR IN PART. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE COMPONENT SYSTEMS, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET SHI OR END USER'S REQUIREMENTS.**

10. LIMITATION OF LIABILITY:

IN NO EVENT WILL INFOR'S AGGREGATE AND CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING END USER CLAIMS, RELATING TO THE COMPONENT SYSTEMS, SUPPORT, OR ANY OTHER MATTER RELATED TO THIS ORDER FORM OR THE AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT SET FORTH IN THE PARAGRAPH TITLED "LIMITATION OF LIABILITY" OR OTHER SIMILAR PROVISION IN THE AGREEMENT. IN NO EVENT WILL INFOR BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Notices. All notices and other communications required or permitted under this Order Form must be in writing and will be deemed given when: delivered personally; sent by registered or certified mail, return receipt requested; transmitted by facsimile confirmed by first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown herein, or to such

other place as the party may subsequently designate for its receipt of notices in accordance with this Section. SHI must promptly send copies of any notice of material breach and/or termination of the Order Form to Infor, Attention: General Counsel, 40 General Warren Blvd Suite # 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

12. Waiver. The failure of either Party to exercise any right or option it is granted herein, or to require the performance of any term of this Order Form, or the waiver of either Party of any breach of this Order Form, shall not prevent a subsequent exercise or enforcement of such terms or be deemed a waiver of any subsequent breach of the same or any other term of this Order Form.
13. General. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties. All obligations relating to Confidential Information, indemnity, limitation of liability, and such other terms which by their nature survive termination, shall survive termination of this Agreement.
14. Appropriations of Funds. Licensee's payment obligations are conditioned upon the availability of funds that are appropriated or allocated for the payment of Subscription Software, Support or Component Systems. After the Initial Subscription Term, if such funds are not allocated and available, SHI may terminate this Order Form at the end of the period for which funds are available and shall notify Infor at the earliest possible time before such termination. No penalty shall accrue to SHI and SHI shall not be obligated or liable for any future payments due or for any damages due to termination under this section. In the event that (i) funds for the succeeding fiscal period cannot be obtained, (ii) such failure to obtain funds has not resulted from any act or failure to act of Licensee, (iii) Licensee has not acquired, and has no intent to acquire during the subsequent fiscal period, software that has functions similar to those of the Subscription Software licensed hereunder, and (iv) no funds have been appropriated for the acquisition of such software, then SHI may terminate this Order Form at the end of any fiscal period by giving notice to Infor at least thirty (30) days prior to the first day of such fiscal period for which appropriations cannot be made.
15. Education Services – INFOR CAMPUS Membership: Licensee has elected to subscribe to each 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 SHI 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. SHI 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 any INFOR CAMPUS Membership in the event of any past due fees. SHI will ensure that Licensee agrees to the User Restriction specified herein and further agrees that each person using any portion of the INFOR CAMPUS Membership shall be counted toward the maximum quantity specified, and that only in the case of termination of employment or extended leave of absence, shall such a person's use of the INFOR CAMPUS Membership be transferable to another individual within Licensee's organization. Each user of the INFOR CAMPUS Membership must also be a licensed user under the Agreement for each Component System that is the subject of the INFOR CAMPUS Membership. All payments associated with the INFOR CAMPUS Membership or any other education services are non-refundable.

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

16. Committed Support Terms:
 - i. The Support Fee and Annual Escalation Percentage Cap set forth above shall apply only to the Component Systems and number and types of users set forth above. If during the Initial Term of Support, or at any time during the remainder of the commitment period, Licensee licenses additional Component Systems and/or users, or reinstates Support for any previously licensed Component Systems and/or users, the Support Fee will increase according to Infor's then-current applicable rates and policies.
 - ii. The parties agree the Support Fee and Annual Escalation Percentage Cap specified above is offered by Infor solely in reliance upon Licensee's commitment to renew annual Support through the Committed Term of Support which will be invoiced in advance of each annual support renewal period. The support period specified herein is a binding term, and Support may not be canceled during this time. If SHI fails to pay Infor any portion of the Support Fee when due for any reason whatsoever, then, in addition to other remedies Infor may exercise, SHI shall be immediately invoiced for, and shall be obligated to pay to Infor the Support Fee for the entire commitment period, with Infor-standard annual increases applied, as liquidated damages and not as penalty, less any amounts previously paid by SHI for the Support fees due hereunder. The parties agree this amount is a fair and reasonable

estimation of Infor's damages in the event Licensee or SHI breaches its obligation to maintain Support through the commitment period.

iii. The prices, terms, and conditions contained in this Order Form shall not be disclosed by SHI or Licensee to any third party and are to be maintained as Infor "Confidential Information" pursuant to the terms of the Agreement.

Effective date of this Order Form: _____ (the "Order Form Date"), to be completed by Infor upon countersignature.

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

for: **Infor (US), Inc.** _____

for: SHI International, Corp. _____

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Date

Title

Date

Exhibit 1 to SaaS Order Form

Service Level Description

Infrastructure - The services are supported by commercially reasonable redundant infrastructure including

- Power infrastructure that includes redundant sources (multiple power feeds, generators, battery backups), multiple power distribution systems, and redundant power supplies;
- Environmental controls that include highly available precision HVAC systems, humidity controls, and water detection systems;
- Network infrastructure that includes multiple Internet Service Providers, redundant edge routers, firewalls, and switches;
- Hardware and software redundancy in support of virtualized and physical servers; and
- Storage solutions that provide redundant back end data storage.

Infor maintains a disaster recovery site where Licensee's data is replicated on a regular basis.

Technical Change Management – Infor maintains change management system to ensure review and controlled implementation of changes that Infor may make from time to time in the support of the services. Changes require both a risk analysis and a peer review before being implemented in Infor's infrastructure.

Cloud Storage - Infor Subscription Software solutions (other than Infor Birst Cloud Subscription Software) include two (2) terabytes of storage at no additional charge. Infor Birst Cloud Subscription Software includes 200 gigabytes of storage at no additional charge. This storage limitation is for the Licensee's production environment only and applies to each Infor CloudSuite or Subscription Software product line, regardless of whether they are subscribed for on a single Order Form or across multiple Order Forms.

Security & Privacy – Infor takes great care to protect non-public information provided to us by our customers. Infor may have access to non-public information from multiple sources that include:

- Directly from use of one of Infor's hosted applications.
- Directly from a customer's designated service representative or indirectly via batch data transfers.
- In the course of transactional activities as information is updated or processed by an Infor hosted application, or through data maintenance activities.
- Other sources as defined by one of our solutions.

Infor has implemented a defense-in-depth strategy to protect non-public information. This strategy is based upon best-practices designed to comply with applicable laws and regulations and is based upon widely accepted industry standards. Our security management system is based on the following:

- **Security Policies:** We require that all employees be responsible for the security of non-public information and follow the practices defined within the Information Security Management System.
- **Information Security Organization:** Infor's management is committed to security and has established an organization responsible for the security of non-public information.
- **Asset Management:** All assets are strictly controlled and all information is classified in order to determine the appropriate controls required for access and handling.
- **Human Resources Security Practices:** In the US, Infor conducts a comprehensive background check and screening at the time each employee is hired and requires that employees maintain familiarity and compliance with security responsibilities. When employees leave Infor, a formal process is established to remove their physical and virtual access to the Infor infrastructure.
- **Physical and Environmental Security:** Infor places critical components in physically controlled spaces with best-practices in place to secure infrastructure. Physical and environmental security measures include card and/or biometric access controls, and limited access to secure locations based on job function.

- **Communication and Operations Management:** Infor has implemented strong operational procedures to protect information. Our controls surrounding system planning, protection from malicious code, backup processes, network security, media handling and exchange of information are constantly being analyzed and monitored to insure they provide reasonable protection for your data. Third party service providers with access to confidential information are required to adhere to security and privacy requirements that are consistent with and at least as restrictive as Infor's own policies and procedures regarding the protection of confidential information.
- **Access Control:** All access to systems, networks, and applications is controlled down to the user and resource level with role-based privilege techniques. This access is reviewed on a periodic basis to ensure that a change of personnel or a change of role has not modified the access needs of the individual.
- **System Development:** Security requirements of all applications that handle confidential information are defined early in the development stage. Appropriate data protection techniques are designed into the application while changes to developed software must go through a mature change management process.
- **Incident Management:** In the unlikely event of an actual or reasonably suspected security incident, our teams immediately begin work to identify the scope of impact, mitigate any exposure, determine the root cause of the incident and take appropriate corrective action.
- **Compliance:** We are constantly analyzing the requirements of legal, regulatory, and contractual obligations to ensure we are abiding by the requirements that apply to the handling of your data.

Scheduled Maintenance – The services shall be subject to a regularly scheduled weekly maintenance window. Infor makes commercially reasonable efforts to establish maintenance windows during times that minimize impact to Licensee's users. While most of Infor's maintenance can be completed during regularly scheduled maintenance windows, from time to time maintenance must be performed outside of the scheduled maintenance windows to maintain the integrity and security of the services. In such cases, Infor will provide Licensee's primary point of contact as much advance notice of the planned maintenance as is technically feasible. The regularly scheduled weekly maintenance windows and any period of unavailability due to maintenance for which Licensee is given at least 24 hours advance notice is considered "Scheduled Maintenance".

Availability – Infor's goal is to provide access to the services at Infor's Internet gateway(s) twenty-four hours per day, seven days a week, except during Scheduled Maintenance. Notwithstanding anything to the contrary in the Agreement, (a) Infor's service level objective for Subscription Software (other than Infor Birst Cloud Subscription Software) is 99.5% Availability measured on a monthly basis and service level credits will be paid based on a monthly prorated fee and (b) Infor's service level objective for Infor Birst Cloud Subscription Software is 99.5% Availability measured on a quarterly basis and service level credits will be paid based on a quarterly prorated fee. For example, a 5% service level credit on an annual subscription fee shall be (a) 5% of 1/12 of the annual fee for Subscription Software other than Infor Birst Cloud Subscription Software, and (b) 5% of 1/4 of the annual fee for Infor Birst Cloud Subscription Software.

Availability for the Subscription Services is measured as a percentage of Scheduled Available Minutes.

- "Scheduled Available Minutes" are the total minutes in a month (or calendar quarter, as applicable) less the number of Scheduled Maintenance minutes in the applicable month (or calendar quarter, as applicable).
- "Available Minutes" is the number of Scheduled Available Minutes in a month (or calendar quarter, as applicable) less the aggregate number of minutes the Subscription Services were unavailable outside of Scheduled Maintenance.
- "Availability" is a percentage calculated as the Available Minutes in a month (or calendar quarter, as applicable) divided by the Scheduled Available Minutes in the month (or calendar quarter, as applicable).

The following shall not be considered periods of unavailability for purposes of the Availability calculation:

- Outages due to factors outside of Infor's reasonable control (for example, a network or device failure at Licensee's site or between Licensee and Infor's data centers);
- Delays in email or webmail transmission to or from the hosted application;
- Connectivity issues outside of Infor's direct control (e.g. DNS issues);
- Force Majeure events;
- Outages attributable to the acts or omissions of Licensee or Licensee's employees, agents, contractors, or vendors, or anyone gaining access to the services means of UserIDs or equipment controlled by Licensee;

- Periods of Down Time at Licensee's request;
- Outages that result from Licensee's equipment, software, or other technology and/or third party equipment, software or other technology (other than those which are under Infor's direct control); and
- Performance degradation due to Licensee's use of the services in excess of the scope of Licensee's license, usage restrictions, or product limitations outlined in the applicable Agreement.

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