

Infor Software License Agreement

Before installing the software, carefully read this license agreement (the "Agreement"), which is a legal agreement between the specific entity or person that owns or leases (i.e., controls) the computer onto which the Licensed Software is installed in accordance with the terms of this Agreement (the "Licensee"), and Infor (Canada), Ltd. ("Infor"). By installing the software you indicate that unless there is a separate manually signed license agreement between Licensee and Infor, on behalf of the Licensee, you accept the terms and conditions of this Agreement as governing the license of software to Licensee. Infor is willing to license the programs only upon the condition that Licensee accepts all of the terms contained in this Agreement. Read the terms carefully and select the "I accept the terms of the license agreement" button at the bottom of the page to confirm your acceptance. If you or the Licensee are not willing to be bound by these terms, do not download or install the software and do not select the button indicating your agreement with these terms and the installation process will not continue.

1. Definitions.

(a) "Baseline" means the most recent general release version of a Component System as updated to the particular time in question through both Infor's warranty services and Infor's maintenance program which Licensee may purchase pursuant to a separate agreement with Infor, but without any other modification whatsoever.

(b) "Component System" means any one of the computer software programs which is identified in one or more of orders, Object Code and all related specifications, documentation, technical information, the Documentation, and all corrections, modifications, additions, improvements, enhancements to, and new applications developed from or through the use of such software programs, and all Intellectual Property Rights for such software program.

(c) "Confidential Information" means non-public information of a party to this Agreement. Confidential Information of Infor includes, as between the parties, the Licensed Software, all software provided with the Licensed Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Software and any software provided with the Licensed Software. 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; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

(d) "Delivery" and "Deliver" mean, for each Component System, the earliest of (a) the date that Infor places the Component System with a shipping agent, F.O.B. Shipping Point, for shipment to the Delivery Address or such other address Licensee specifies, (b) the date Infor provides Licensee electronic access to the Component System by, for example, providing Licensee a URL, where the Component System is available for immediate electronic download along with access codes permitting download and access to the Component System, and (c) the date that Licensee actually receives the Component System.

(e) "Delivery Date" means the date upon which Delivery has occurred.

(f) "Discloser" means the party providing Confidential Information hereunder.

(g) "Documentation" means the then-current Infor-provided operating and technical documentation relating to the features, functions and operation of the Baseline Licensed Software.

(h) "Documented Defect" means a material deviation between the Baseline Component System and its Documentation, for which Documented Defect Licensee has given Infor enough information for Infor to replicate the deviation on a computer configuration which is both substantially similar to the Equipment and is under Infor's control.

(i) "EffectiveDate" means the Delivery Date.

(j) "Equipment" means the hardware and systems software configuration on which Infor supports use of the Licensed Software.

(k) "Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing) and Confidential Information.

(l) "Licensed Software" means the Component Systems licensed to Licensee pursuant to this Agreement.

(m) "Licensee Employees" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved in writing by Infor, and who, prior to obtaining access to the Licensed Software, have executed an Infor-approved non-disclosure agreement.

(n) "Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

(o) "Order Form" means each order form or similar ordering document between Infor and Licensee incorporating the terms of this Agreement that sets forth the Component Systems comprising the Licensed Software, associated fees and Use Restrictions, among other terms. If any terms of an Order Form conflicts with any other terms of this Agreement or the applicable order, the terms of the Order Form will control.

(p) "Recipient" means the party receiving Confidential Information hereunder.

(q) "Third Party Licensor" means a third party whose software products ("Third Party Products") have been made available to Infor for distribution and licensing under the terms of its agreement with Infor (a "Third Party Agreement")

(r) "Use Restriction" means any Component System license use restriction identified in an Order Form (for example, and without limitation, number of named or concurrent users, work stations or servers).

2. Right to Grant License and Ownership. Infor has the right to grant Licensee this license to use the Licensed Software. Infor either owns all right, title and interest to, or has the right to license, the Licensed Software.

3. License. Subject to the terms and conditions of this Agreement (including without limitation, early termination), Infor grants Licensee a, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Licensed Software on the Equipment for Licensee's own, internal computing operations. The computer readable media containing Source Code and Object Code for the Licensed Software may also contain Source Code and Object Code for Component Systems for which Licensee is not granted a license for use. Licensee may not make any use of any Object Code for any such Component Systems for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved. The license granted herein shall continue for an initial trial period of thirty (30) days from the date of installation. On or before the expiration of the thirty (30) trial period, Licensee may contact Infor (or a third-party reseller authorized by Infor to license such Licensed Software) to place an order to obtain a perpetual license to use it and a corresponding Support subscription, in which case the terms set forth on Exhibit A attached hereto (the "Support Agreement") shall apply with respect to Support services subscribed for thereunder. Once the Order Form placing the order is received and accepted by Infor, Licensee will be committed to the payment of the corresponding license and Support fees. Upon acceptance of the Order Form by Infor and payment of the applicable fees, the initial 30-day license provided above in this Section 3, shall become perpetual, but subject to the specific number of work stations and other Use Restrictions, terms and conditions set forth in the accepted Order Form.

(a) Source Code. Unless otherwise specified in a writing signed by authorized representatives of both parties, Licensee has no license to use, or any other rights in or to the Source Code for that Component System. Only with respect to the Component Systems for which the Source Code is expressly so licensed, Licensee has the right to compile, modify, improve and enhance the Licensed Software. Licensee will not disclose all or any part of the Source Code for the Licensed Software to any person except Licensee Employees who, before obtaining access to the Source Code, have been informed by Licensee in writing of the non-disclosure obligations imposed on both Licensee and such Licensee Employees under this Agreement. Infor will own all right, title and interest to all derivative works of the Licensed Software, even if solely created by Licensee ("Derivative Works"). Licensee hereby assigns to Infor absolutely all of its rights, title and interest in and to any Derivative Works created by the Licensee together with all Intellectual Property Rights therein. Subject to the terms and conditions of this Agreement, Infor grants Licensee a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Derivative Works created by Licensee or created by Infor at Licensee's request and payment, for Licensee's own, internal computing operations. Upon Infor's request, Licensee will provide Infor with a copy (including all documentation related thereto) of all Derivative Works created by Licensee and will execute and deliver to Infor any documents reasonably necessary to vest in Infor all right, title and interest therein.

(b) Object Code. Licensee has right to use the Licensed Software in Object Code form as provided in this Agreement. Licensee also has the right to use the Licensed Software in Object Code form temporarily on another Infor-supported configuration, for disaster recovery of Licensee's computer operations.

(c) Documentation. Except as otherwise provided in the applicable Order Form, Licensee may make a reasonable number of copies of the Documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Licensed Software. Except to the extent contrary to applicable law, Licensee is prohibited from causing or permitting the reverse engineering, disassembly or de-compilation of the Licensed Software. Licensee is prohibited from using the Licensed Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Licensee will not allow the Licensed Software to be used

by, or disclose all or any part of the Licensed Software to, any person except Licensee Employees. Licensee acknowledges and agrees that U.S. and Canadian export control laws and other applicable laws govern its use of the Licensed Software and Licensee will neither export or re-export, directly or indirectly, the Licensed Software, nor any direct product thereof in violation of such laws, or use the Licensed Software for any purpose prohibited by such laws. Without limiting the foregoing, Licensee agrees that the Licensed Software may not be exported to any of the following countries: Cuba, Iran, Iraq, Libya, North Korea, Sudan or Syria or any other country where such exports are prohibited by the US or Canadian governments.

(e) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that Infor otherwise provides with the Licensed Software. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Licensed Software.

(f) Notice. To use any of the Licensed Software, Licensee may also need to obtain, install on the Equipment and maintain Infor-supported versions of certain software products, database software products and certain software/hardware peripherals. By this notice, Infor is advising Licensee that Licensee should consult with Infor to obtain a written listing of such necessary software products, database software products and software/hardware peripherals.

4. Support Agreement. The parties agree that by entering into this Agreement and a subsequent Order Form for which the Licensee subscribes for Infor's annual Support services and paying the applicable fees, they are also entering into a separate Software Support Agreement pursuant to the terms and conditions set forth in Exhibit A, attached hereto (the "Support Agreement"), which shall constitute a separate and independently enforceable agreement between the parties governing any software maintenance and support services that Licensee purchases and Infor agrees to provide as further set forth in the applicable Order Form.

5. Payment and Taxes.

(a) Payment. Licensee will pay Infor all license fees within fifteen (15) days of the date of invoice. Licensee will also reimburse Infor for actual travel and living expenses if Infor is required to travel under this Agreement, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for all charges incurred in connection with accessing Equipment, if any. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice. 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.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Agreement, the Licensed Software, any services provided and payments made under this Agreement. Applicable tax amounts (if any) are NOT included. Infor will invoice Licensee for applicable tax amounts and such invoices are due upon Licensee's receipt thereof.

6. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by Infor and Remedy For Breach. Infor warrants to Licensee that, during the Warranty Period, each Baseline Component System, as used by Licensee on the Equipment for its own internal computing operations, will operate without Documented Defects. "Warranty Period" means the period beginning on the date on which Licensee first licensed the applicable Baseline Component System and ending on the ninety (90) day anniversary thereof. For each Documented Defect, Infor, as soon as reasonably practicable and at its own expense, will provide Licensee with an avoidance procedure for, or a correction of the Documented Defect. If despite its reasonable efforts, Infor is unable to provide Licensee with an avoidance procedure for, or a correction of a Documented Defect, then, subject to the limitations set forth in Section 15 of this Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 6(a).

(b) Limited Media Warranty. Infor warrants to Licensee that the media containing the Baseline Licensed Software that Infor first delivers to Licensee will be free from material defects such that the Baseline Licensed Software shall be accessible by the Equipment. Upon notice from Licensee that the media contains a material defect rendering the Baseline Licensed Software inaccessible by the Equipment, Infor will promptly deliver to Licensee replacement media containing the Baseline Licensed Software that is accessible by the Equipment or, in Infor's sole discretion, use commercially reasonable efforts to make the Licensed Software electronically available for download by Licensee. These remedies are exclusive and in lieu of all other remedies, and Infor's sole obligations for breach of this limited warranty are contained in this Section 6(b).

(c) Disclaimer of Warranty. The limited warranties in this Section 6 are made to Licensee exclusively and are in lieu of all other warranties. INFOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED SOFTWARE, IN WHOLE OR IN PART, OR ANY OTHER

MATTER UNDER THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABLE QUALITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT, OR WILL MEET LICENSEE'S REQUIREMENTS.

(d) Abrogation of Limited Warranty. The limited warranties in this Section 6 will be null and void to the extent that a Documented Defect is caused by: (i) anyone (including Licensee) other than Infor modifying the Baseline Component System; or (ii) Licensee not implementing changes that Infor provides to correct or improve the Baseline Component System.

(e) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN SECTIONS 6 AND 15 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

(f) HIGH RISK ACTIVITIES. THE LICENSED 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 LICENSED 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. LICENSEE AGREES THAT INFOR SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE LICENSED SOFTWARE IN SUCH APPLICATIONS.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. Except in connection with the Licensed Software and any software provided with the Licensed Software, 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 Recipient's receipt of that item. However, Licensee's obligations to maintain both the Licensed Software and any software provided with the Licensed Software as confidential will survive in perpetuity.

8. Indemnity by Infor. Infor will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a third party claim that the Baseline Licensed Software infringes any copyright of others. Infor's obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify Infor of any such claim; (ii) Licensee must in writing grant Infor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee 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) Licensee must 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 Licensed Software; or (b) the use or combination of the Licensed Software with any computer, computer platform, operating system and/or data base management system other than the Equipment. If any Licensed Software is, or in Infor's opinion is likely to become, the subject of a copyright infringement claim, then Infor, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Licensed Software under the terms of this Agreement; (B) replace the Licensed Software with products that are substantially equivalent in function, or modify the Licensed Software so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to Infor for the Licensed Software giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years, provided that Licensee has returned or destroyed and discontinued its use of such Licensed Software. Notwithstanding anything to the contrary herein, to the extent that a third party claim of copyright infringement concerns a Third Party Product that is subject to a more limited indemnification protection under a Third Party Agreement than specified herein, Infor's obligations hereunder will be further limited accordingly. THE FOREGOING SETS FORTH INFOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9. Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, the party desiring termination can terminate this Agreement upon written notice to the other party. Notwithstanding the foregoing, to the extent a material breach of this Agreement cannot be cured through efforts of the breaching party, the non-breaching party has the right to terminate upon written notice this Agreement at any time while an event or condition giving rise to the right of termination exists. However, notice to Infor of a suspected Documented Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will discontinue further use of the Licensed Software, and will promptly return to Infor or (at Infor's request) will destroy all copies of the Licensed Software, and will certify to Infor in writing, over the signature of a duly authorized representative of Licensee, that it has done so. Termination of this Agreement will not relieve either party from making payments which may be owing to the other party under the terms of this Agreement.

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

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

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 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 designated address, or to such other place as the party may subsequently designate for its receipt of notices in accordance with this Section. Infor's designated address for such notices and communications is: Infor, 640-1500 West Georgia, Suite 640 Vancouver, BC V6G 2Z6, Canada, provided that, for any notice of material breach and/or termination of the Agreement, for such notice to be effective, a concurrent copy of such notice must also be sent to Infor, Attention: General Counsel, 40 General Warren Boulevard, Suite 110, Malvern, PA 19355, USA, FAX number 678-319-8949, or to such other place as Infor may subsequently designate for its receipt of notices.

11. Force Majeure. 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 Acts of God, acts of 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.

12. Assignment. Licensee shall not assign or otherwise transfer any of its rights or obligations under this Agreement, and any attempt at such assignment or transfer will be void without the prior written consent of Infor. For purposes of this Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, amalgamation, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, amalgamation, acquisition and/or other consolidation or transfer by operation of law.

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 will be governed by and construed under the laws of the Province of Ontario, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law 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. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF INFOR. THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH THE LICENSED SOFTWARE, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE

CAUSE OF ACTION) WILL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN THE APPLICABLE ORDER FORM, THE FEE REASONABLY ASCRIBED BY INFOR) FOR THE COMPONENT SYSTEM GIVING RISE TO THE LIABILITY.

(b) EXCLUSION OF DAMAGES. IN NO EVENT WILL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

16. Compliance With Laws. Licensee will comply with all laws, rules and regulations applicable to the use of the Licensed Software.

17. Audit Rights. Infor may audit the records of Licensee to ensure compliance with the terms of this Agreement and each of the applicable Order Forms. Infor will notify Licensee in writing at least ten (10) business days prior to any such audit. Any such audit will be conducted during Licensee's regular business hours at Licensee's offices and will not interfere unreasonably with Licensee's business activities. Infor may audit Licensee no more than once in any six (6) month period. If an audit reveals that Licensee is using a Component System beyond the scope of the license granted herein (such as for example, for a number of users greater than those that Licensee licensed pursuant to this Agreement), then Licensee will promptly reimburse Infor for the cost of such audit and pay Infor the underpaid license fees therefore and associated fees for Maintenance and Support (as defined in the Maintenance Agreement), based on Infor's then-current list rates, as well as any applicable late charges.

18. Entire Agreement; Prior Agreements Superseded. This Agreement contains the entire understanding of the parties with respect to its subject matter, and unless the parties have entered into a separate written agreement manually signed by authorized representatives of both parties, this Agreement supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Agreement, does not modify 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 or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The parties acknowledge and agree that effective as of the effective date of the Agreement, all software licenses and Support services for Infor's F9 products that Licensee previously purchased from from Infor or its predecessor entities under agreements (including any exhibits, supplements, attachments, etc. thereto) entered into prior to the effective date of the Agreement (each a "Prior Agreement") shall be subject to and governed by the terms and conditions of the Agreement, and, effective as of the effective date of the Agreement, all Prior Agreements shall be of no further force and effect.

19. U.S. Government Restricted Rights. The software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights 48 CFR 52.227-19, as applicable. Manufacturer is Infor (Canada), Ltd., 640-1500 West Georgia, Suite 640 Vancouver, BC V6G 2Z6, Canada.

20. Third-Party Products and Services. Infor uses Third Party Products to develop its software. This license agreement does not provide a legal agreement with or warranty from the owners of these Third Party Products, and Licensee will receive no support, service, upgrades, or technical assistance from the owners of these third-party products. The owners of these Third Party Products are not liable for any loss Licensee incurs while operating the Licensed Software, including any indirect, special, or consequential damages. Infor will provide technical assistance with these Third Party Products as they relate to the Licensed Software to the extent Licensee purchases a subscription for such technical support services from Infor pursuant to a separate agreement.

Exhibit A

SOFTWARE SUPPORT AGREEMENT

THIS SOFTWARE SUPPORT AGREEMENT (the “Support Agreement”) is made between **Infor (Canada), Ltd.** (“Infor”) and **the Licensee set forth on the applicable Order Form** (“Licensee”) as of the Effective Date. The parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 7 (Confidential Information), 10 through 14 (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Entire Agreement, respectively) of the License Agreement are incorporated into this Support Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Support Agreement, the provision of this Support Agreement will control.

2. Additional Definitions.

(a) “**Contract Period**” means, as applicable, the Initial Term or the Renewal Period for which Licensee has paid the applicable fee for Support.

(b) “**Initial Term**” means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

(c) “**Renewal Period**” means, as applicable, each successive twelve-month period following the Initial Term.

(d) “**License Agreement**” means the Software License Agreement entered into between the parties pertaining to the Component Systems for which Support is subscribed for hereunder, as provided in the applicable Order Form.

3. Services.

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

(b) **Third Party Products.** With respect to Third Party Products, Infor’s provision of Support will be limited to providing Licensee with the support that the Third Party Licensor provides to Infor for such Third Party Products.

(c) **Restrictions.** Infor shall have no obligation to provide Support if Licensee fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, Licensee agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by Licensee, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications thereto.

4. Payment and Taxes.

(a) **Support Fees.** For annual Support of the Component Systems specified on an Order Form, Licensee will pay Infor the Support Fee specified in the Order Form, which will be subject to successive increases on an annual basis (starting with the first Renewal Period). If the Initial Term or any Renewal Period is less than 12 months, the fee for the applicable Support term will be prorated accordingly. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable.

(b) **Additional Costs.** Licensee will reimburse Infor for actual travel and living expenses that Infor incurs in providing Licensee with Support, with reimbursement to be on an as-incurred basis. Licensee will also reimburse Infor for charges incurred in connection with accessing Equipment, if any.

(c) **Taxes.** Licensee is responsible for paying all taxes (except for taxes based on Infor’s net income or capital stock) relating to this Support Agreement or the services or payments provided for hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Support Agreement or the applicable Order Form. Infor will invoice Licensee for any applicable tax amounts.

(d) **Invoices and Late Charges.** Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice and in any event, on or before the dates specified in this Support Agreement or the applicable Order Form. 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.

5. **Term.** With respect to each Component System specified on an Order Form, the term of this Support Agreement shall begin on the Order Form Date and end on the last day of the Initial Term, and automatically renew for successive Renewal Periods, unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

6. **Disclaimer of Warranties.** Licensee acknowledges and agrees that **INFOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, INFOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.**

7. **Termination.** If either party materially breaches any material obligation in this Support Agreement (including, without limitation, any obligation to pay fees hereunder), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Support Agreement. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement on less than thirty days' written notice. Notice to Infor of a suspected Documented Defect will not constitute a notice of termination of this Support Agreement. Termination of this Support Agreement will be without prejudice to the terminating party's other rights and remedies hereunder. Termination of this Support Agreement shall also terminate all Order Forms hereunder but only insofar as such Order Forms relate to Support. For the avoidance of doubt, termination of this Support Agreement shall not terminate licenses granted pursuant to the License Agreement unless such licenses are terminated pursuant to the terms of the License Agreement. Termination of this Support Agreement will not relieve either party from making payments which may be owing to the other party hereunder.

8. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF INFOR.** THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH SUPPORT OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR SUPPORT FOR THE TWELVE-MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, 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 OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

9. **Entire Agreement.** This Support Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement. No modification of this Support Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Support Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. This Support Agreement and any agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original Support Agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Support Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts or entered into via click-through agreements and other similar means.