

## Exhibit B

### Subscription Products End User Agreement Terms

1. **License Grant.** Ordering Activity shall only be granted a personal, non-exclusive, nontransferable, limited license (without the right to sublease or sublicense) to access and use the Subscription Services and Subscription Products in an environment hosted by Infor for Ordering Activity's own, internal computing operations during the Subscription Term. Any rights not expressly granted in the End User Agreement are expressly reserved. Absent Infor's prior consent, only the Ordering Activity entity who is a party to the End User Agreement is granted rights hereunder, and only persons who are either employees or authorized individual contractors of such Ordering Activity entity are permitted to access and use the Subscription Services and Subscription Products on behalf of such Ordering Activity entity. Ordering Activity may make a reasonable number of copies of the Documentation for the Subscription Products for its internal use in accordance with the terms of the End User Agreement. Ordering Activity will agree that it must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Ordering Activity makes of the Documentation.
2. **Ownership.** Ordering Activity shall acknowledge that Infor retains all right, title and interest in the Subscription Products, Subscription Services and Documentation.
3. **Support Services.**
  - (a) Support Services. Infor will (a) provide Ordering Activity with access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, (b) install, when and if generally available, Updates; and (c) use reasonable efforts to correct or circumvent any material deviation between the then-current, general release version of the Subscription Product and its Documentation (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 Ordering Activity with the support that the Third Party Licensor provides to Infor for such Third Party Products.
  - (c) Restrictions. Ordering Activity shall agree 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 any of Ordering Activity's equipment.
  - (d) Application Upgrades. Infor reserves the right to retire and stop providing Support for older versions of the Subscription Products as newer versions become generally available and eligible for Support.
4. **Subscription Services.** Infor will (i) provide the application hosting environment, including the hardware, equipment, and systems software configuration on which Infor supports use of the Subscription Products and Subscription Services, on servers located at a facility selected by Infor, and (ii) be responsible for maintaining connectivity from its network to the Internet which is capable of servicing the relevant Internet traffic to and from the hosted environment.
5. **Conditions on Providing Subscription Services.** Ordering Activity shall agree that (i) Ordering Activity is responsible for maintaining its own Authorized User UserIDs and passwords, which can be managed through the Subscription Product interface, (ii) Ordering Activity is responsible for all uses and activities undertaken with UserIDs registered on its account, (iii) Ordering Activity is responsible for maintaining the confidentiality of Ordering Activity's UserID's and passwords and shall cause its Authorized Users to maintain the confidentiality of their UserID's and passwords, (iv) Ordering Activity agrees to immediately notify Infor of any unauthorized use of Ordering Activity's account of which Ordering Activity becomes aware, (v) Ordering Activity is responsible for providing connectivity to the Internet for itself and its Authorized Users, (vi) Ordering Activity is

responsible for ensuring that latency and available bandwidth from the user's desktop to Infor's hosted routers is adequate to meet Ordering Activity's desired level of performance; (vii) if Ordering Activity requires a VPN or private network connection to the Subscription Services, Ordering Activity is responsible for all costs associated with any specialized network connectivity required by Ordering Activity, and (viii) Infor has no obligation to correct a problem caused by Ordering Activity's negligence, Ordering Activity's equipment malfunction or other causes beyond the control of Infor.

6. **Reserved.**

7. **Security Policies and Safeguards.** Ordering Activity shall agree that the following terms are sufficient for the protection of Ordering Activity Data and Personal Information.

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

- (i) User identification and access controls designed to limit access to Ordering Activity Data to authorized users;
- (ii) the use of appropriate procedures and technical controls regulating data entering Infor's network from any external source;
- (iii) the use of encryption techniques when Ordering Activity Data is transmitted or transferred into or out of the hosted environment;
- (iv) physical security measures, including without limitation securing Ordering Activity Data within a secure facility where only authorized personnel and agents will have physical access to Ordering Activity Data;
- (v) operational measures, including without limitation IT Service Management (ITSM) processes designed to ensure the correct and secure operations of information processing activities;
- (vi) periodic employee training regarding the security programs referenced in this Section; and
- (vii) periodic testing of the systems and procedures outlined in this Section.

As used herein, "Personal Information" means information provided to Infor by or at the direction of Ordering Activity, or to which access was provided to Infor in the course of Infor's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of nonpublic personal information.

(b) **Review of Controls.** Once in each 12 month period during the Subscription Term, Infor shall, at its cost and expense, engage a duly qualified independent auditor to conduct a review of the design and operating effectiveness of Infor's defined control objectives and control activities in connection with the Subscription Services. Infor shall cause such auditor to prepare a report in accordance with the American Institute of Certified Public Accountants

Statement on Standards for Attestation Engagements No. 16 (SSAE 16) or an equivalent standard, which may include ISAE 3402 (the "Audit Report"). Ordering Activity shall have the right to request and receive a copy of the Audit Report and Ordering Activity may share a copy of such Audit Report with its auditors and regulators, provided that, such Audit Report shall be Infor's Confidential Information. Such audit shall be conducted subject to applicable Government security requirements.

- (c) **Security Incident Response.** In the event that Infor becomes aware that the security of any Ordering Activity Data or Personal Information has been compromised, or that such Ordering Activity Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this Agreement (an "Information Security Incident"), Infor shall: (i) promptly (and in any event within 24 hours of becoming aware of such Information Security Incident), notify Ordering Activity, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to Ordering Activity; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Infor's control; and (v) cooperate with Ordering Activity's reasonable investigation or Ordering Activity's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.

8. **Restrictions.** Ordering Activity shall agree that (i) Ordering Activity's use of the Subscription Products is subject to any User Restrictions specified in the Government Purchase Order, (ii) Ordering Activity's access to the Subscription Products shall be limited to the rights granted herein, (iii) in no event shall Ordering Activity access the Subscription Products on any environment outside Infor's hosted environment, and (iv) in no event shall Ordering Activity physically or personally possess or control the Subscription Products or any related software code. Ordering Activity shall agree not to: (i) modify, decompile, disassemble, or reverse engineer the Subscription Products or attempt to identify, access or discover any source code therein; (ii) use the Subscription Products to provide service bureau data processing services or to otherwise provide data processing services to third parties; (iii) sell, lease, license, sublicense, copy, market or distribute the Products without Infor's express written consent, (iv) remove or alter any Intellectual Property Rights notice(s) embedded in the Subscription Products or that Infor otherwise provides with the Subscription Services, or (v) allow the Subscription Products to be used by, or disclose all or any part of the Subscription Products to, any person except Ordering Activity and its Authorized Users.

9. **Export Control Compliance and Compliance with Laws.** Ordering Activity shall acknowledge and agree that all U.S. export control laws and other applicable export and import laws govern its use of the Subscription Products and Ordering Activity shall agree that it will neither export or reexport, directly or indirectly, the Subscription Products, nor any direct product thereof in violation of such laws, or use the Subscription Products for any purpose prohibited by such laws. Ordering Activity shall agree to comply with all laws, rules and regulations applicable to the use of the Subscription Products and Subscription Services including, without limitation, by not submitting any Ordering Activity data that is illegal, defamatory, or that infringes any third party proprietary rights.

10. **Reserved.**

11. **Reserved.**

12. **Nonassignment.** Ordering Activity shall not be permitted to assign or otherwise transfer any of its rights or obligations related to the Subscription Products or Subscription Services, whether by law or otherwise, and any attempt at such assignment will be void without the prior written consent of

Infor.

13. **Warranties.**

**(a) Limited Subscription Product Warranty.** For a period of ninety (90) days after the date of the applicable Order for the Subscription Products, the Subscription Products will operate without a Documented Defect. The sole obligation of Contractor with respect to a breach of the foregoing warranty shall be, in its sole discretion, to repair or replace the Subscription Product giving rise to the breach of warranty. If Contractor is unable to repair or replace such Subscription Product within a reasonable period of time, then, subject to the applicable limitations of liability herein, Ordering Activity may pursue its remedy at law to recover direct damages resulting from the breach of the warranty. The remedy in this section is exclusive and in lieu of all other remedies, and represent the sole obligations of Contractor, for a breach of the foregoing warranty. Ordering Activity must provide notice to Contractor of any warranty claim within the warranty period. If an alleged breach of warranty concerns a Subscription Product from a third party that is subject to a more limited warranty (from such third party) than specified herein, Contractor's obligations hereunder will be further limited accordingly.

**(b) Malicious Code.** Contractor represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Subscription Products that do not contain any "time bombs," "worms," "viruses," "Trojan horses," "protect codes," "data destruct keys," or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the Subscription Services ("Malicious Code"). Ordering Activity agrees that Ordering Activity's sole remedy for breach of this representation is for Contractor to take action immediately to investigate, identify and remove such Malicious Code from the Subscription Product.

**(c) Limited Services Warranty and Remedy for Breach.** For the Subscription Term specified in the applicable Order and any renewal thereof, the Subscription Services rendered under such Order will be performed with commercially reasonable care and skill. The hosted environment will also be available at all times throughout the Subscription Term, subject to the exceptions and allowances described in the "Availability" section of the applicable Services Level Description attached to the Order. The level of unavailability shall not exceed one half of one percent (.5%) per month, excluding scheduled maintenance ("Down Time Warranty"). In the event of a breach of the foregoing warranty Contractor shall apply service level credits based on the actual availability measure for the applicable period as follows:

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

Below 95.000%	35% of the monthly prorated subscription fee
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Service level credits for Subscription Fees paid on an annual or quarterly basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to Ordering Activity's next invoice or, if Ordering Activity has paid the final invoice under the Agreement, service level credits shall be paid to Ordering Activity within thirty (30) calendar days following the determination that the credit is due. The service level credit is the exclusive remedy and is in lieu of all other remedies for breach of the Down Time Warranty.

**(d) Disclaimer of Warranty.** Ordering Activity shall agree to a disclaimer covering Infor stating that, OTHER THAN THE LIMITED WARRANTIES SET FORTH ABOVE, CONTRACTOR AND ITS LICENSORS (i) MAKE NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SUBSCRIPTION PRODUCTS, SUBSCRIPTION SERVICES, ORDER FORM OR END USER AGREEMENT, IN WHOLE OR PART, (ii) EXPLICITLY DISCLAIM WITHOUT LIMITATION, ALL WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND (iii) DO NOT WARRANT THAT THE SUBSCRIPTION PRODUCTS OR SUBSCRIPTION SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR MEET THE ORDERING ACTIVITY'S REQUIREMENTS. Ordering Activity shall further agree that Contractor and its Licensors will have no obligation under this section to the extent that any alleged breach of warranty is caused by any modification of the Subscription Software.

14. **HIGH RISK ACTIVITIES.** ORDERING ACTIVITY WILL AGREE THAT THE SUBSCRIPTION PRODUCTS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR AIRCRAFT COMMUNICATION SYSTEMS, MASS TRANSIT, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THE SUBSCRIPTION PRODUCTS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, CONTRACTOR AND ITS LICENSORS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES. ORDERING ACTIVITY AGREES THAT PARTNER AND ITS THIRD PARTY LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SUBSCRIPTION PRODUCTS IN SUCH APPLICATIONS.

15. **Reserved.**

16. **Reserved.**

17. **Reserved.**

18. **Government Entities.** If the Ordering Activity is a U.S. Government entity, the following restricted rights clause applies and must be included in the Ordering Activity Agreement:

This License Product is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer Product" and "computer Product documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with

48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire a license to this Subscription Product only with those rights set forth in the license agreement accompanying this Subscription Product. Use, duplication, reproduction, or transfer of this commercial Product and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement.